

March 12, 2021

VIA ELECTRONIC FILING

Adam Teitzman, Commission Clerk Division of the Commission Clerk and Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

Re: Docket No. 20210015-EI Petition by FPL for Base Rate Increase and Rate Unification

Dear Mr. Teitzman:

Attached for filing on behalf of Florida Power & Light Company ("FPL") in the above-referenced docket are FPL's Minimum Filing Requirements and Supplemental Information in MFR Format, together with the required schedules. FPL's MFRs have been prepared in compliance with Rule 25-6.043, F.A.C. and Order No. PSC-2020-0312-PAA-EI issued September 15, 2020 in Docket No. 20200182-EI (In re: Joint petition for declaratory statement regarding application of MFR requirements in Rule 25-6.043(1), F.A.C., or in the alternative, petition for variance, by Florida Power & Light Company and Gulf Power Company).

Please contact me if you have any questions regarding this submission.

(Document 59 of 69) Supplemental Standalone Gulf Information in MFR Format, 2022 Test Year, Volume 6 of 8, Section E, Part 2 of 2, Cost of Service and Rate Design

Sincerely,

Wade from

R. Wade Litchfield Vice President & General Counsel Florida Power & Light Company

RWL:ec

Florida Power & Light Company

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 20210015-EI FLORIDA POWER & LIGHT COMPANY AND SUBSIDIARIES

SUPPLEMENT 2 - GULF STANDALONE INFORMATION IN MFR FORMAT 2022 TEST YEAR

VOLUME 6 OF 8 SECTION E: RATE SCHEDULES PART 2 OF 2

E (2 of 2)

FLORIDA PUBLIC SERVICE COMMISSION	EXPLANATION: Provide proposed tariff sheets highlighting changes in legislative format from existing tariff provisions. For each charge, reference by footnote X Projected Test Year Ended 12	2/31/22
COMPANY: GULF POWER COMPANY	unit costs as shown on Schedules E-6b and E-7, if applicable. Indicate Prior Year Ended/_/ whether unit costs are calculated at the class or system rate of return Historical Test Year Ended On separate attachment explain any differences between unit costs and	
DOCKET NO.: 20210015-EI	proposed charges. Provide the derivation (calculation and assumptions) Witness: Tiffany C. Cohen of all charges and credits other than those for which unit costs are calculated in these MFR schedules, including those charges and credits the company proposes to continue at the present level. Work papers for street and outdoor lighting rates, T-O-U rates and standard energy charges	
	shall be furnished under separate cover to staff, Commissioners, and the Commission Clerk and upon request to other parties to the docket.	

Line		
No.	No. (1)	
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7	7 Attachment # 3 - Base Revenue Forecast Inputs	
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Supporting Schedules:

Fourth Revised Sheet No. i Canceling Third Revised Sheet No. i

> EFFECTIVE DATE January 12, 2021

TARIFF FOR ELECTRIC SERVICE AT UNIFORM RATES AVAILABLE SYSTEM WIDE IN TERRITORY SERVED BY GULF POWER COMPANY AS FILED WITH FLORIDA PUBLIC SERVICE COMMISSION

Florida Power & Light Company d/b/a Gulf Power Company ("Gulf" or "Gulf Power") serves residents and businesses in municipalities, towns and communities throughout eight counties in Northwest Florida – Bay, Escambia, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington. Gulf Power's retail service area includes three Metropolitan Statistical Areas – Pensacola, Fort Walton Beach, and Panama City.

Issued by: Tiffany Cohen

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Thirty-Fourth-Fifth Revised Sheet No. ii Canceling <u>Thirty-Fourth Thirty-Third</u>-Revised Sheet No. ii

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ISSUED BY: Tiffany Cohen **Effective:** January 1, 2021

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ISSUED BY: Charles S. Boyett<u>Tiffany Cohen</u> EFFECTIVE: March 29, 2019

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Standard Interconnection Agreement for Customer-Owned Tier 3 Renewable Generation Systems (Greater than 100 kW and Less than or Equal to 2 MW)

Standard Interconnection Application for Customer-Owned Renewable Generation Systems

Second-<u>Third</u> Revised Sheet No. v Canceling <u>Second</u>First-Revised Sheet No. v

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Renewable Standard Offer Contract For Purchase of Firm Capacity and Energy From a Renewable Energy Facility

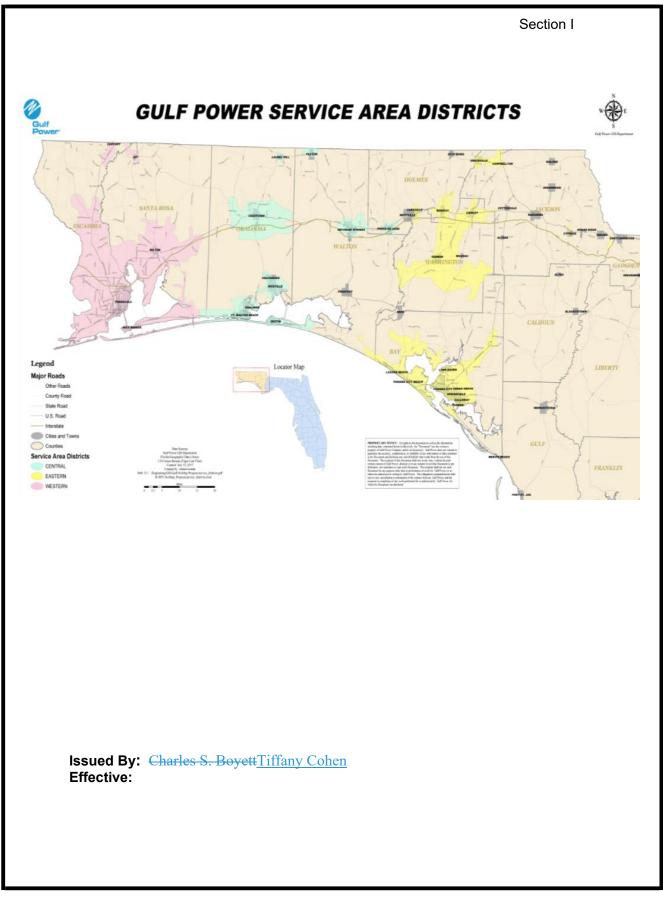
Standard Interconnection Agreement for Non-Export Parallel Operators 10MVA or Less

ISSUED BY: Charles S. Boyett<u>Tiffany Cohen</u> EFFECTIVE: March 29, 2019

Section No. I
Second Revised Sheet No. 1.1 Canceling
First Revised Sheet No. 1.1

PAGE	EFFECTIVE DATE
	March 29, 2019

RESERVED FOR FUTURE USE



SECTION II MISCELLANEOUS

Section II

11/1/2014

TOWN MUNICIPALITY/ FRANCHISE FRANCHISE CONTRACT __CODE COUNTY FEE FACTOR FEE % **EXPIRATION DATE** 3011 PENSACOLA 0.061584 6% 12/26/2009 3014 CENTURY 0.051320 5% 2/11/201 0 3016 GULF BREEZE 0.030792 3% 6/1/2011 3021 MILTON 0.051 320 5% 6/8/2035 1031 CHIPLEY 0.041056 4% 3/31/2027 1032 VERNON 3% 0.030792 2/13/2014 1033 GRACEVILLE 0.020528 2% 9/12/2025 1034 CAMPBELLTON 3% 0.030792 2/"1/2014 1035 BONIFAY 0.030792 3% 2/13/201 4 1036 CARYVILLE 0.030792 3% 7/30/2026 1041 PANAMA CITY 0.061584 6% 10/12/2040 1042 SPRINGFIELD 0.061584 6% 4/15/2017 1043 CEDAR GROVE 0.000000 0% 0/0/0000 1044 LYNN HAVEN 0 061584 12/9/2010 6% 1045 PANAMA CITY BEACH 5% 3/2/2016 0.051 320 1046 PARKER 6% 1/1/2013 0.061584 1047 CALLAWAY 0.061584 6% 12/31/2014 2051 DEFUI'JIAK SPRINGS 3% 6/14/2040 0.030792 2052 PAXTON 0.030792 3% 7/15/2017 2053 PONCE DE LEON 6% 5/11/2024 0.061584 2061 CRESTVIEW 0.061584 6% 4/1/2040 2062 LAUREL HILL 0.030792 3% 2/4/2012 **NiCEVILLE** 207i 0.061584 6% 5/15/2026 2072 VALPARAISO 6% 0.061584 8/24/2011 2073 SHALIMAR 0.030792 3% 8/10/2014 2074 FORT WALTON BEACH 6% 10/14/2011 0.061584 2075 CINCO BAYOU 0.061584 6% 5/18/2011 2076 MARY ESTHER 3% 3/2/2011 0.030792 2078 DESTIN 4% 5/19/2016 0.041056 **ESCAMBIA COUNTY** 5% 009 0.051320 12/31/2025 SANTA ROSA COUNTY 033 5% 9/30/2025 0.051320

GULF POWER COMPANY FRANCHISE FEE INFORMATION

+ Franchise Fee Change

025

*Gulf remits franchise on Residential, Commercial Revenue, and Home Business Revenue accounts only.

0.061584

6%

@ Town of Cedar Grove was dissolved into Bay County.

JACKSON COUNTY

Effective: October 12, 2010

Revised: February 22, 2011

Section III <u>First_Second</u> Revised Sheet No. 3.1 Canceling <u>First Revised</u>Original_Sheet No .3.1

DEFINITIONS TECHNICAL TERMS AND ABBREVIATIONS

AMPERE

The unit of measurement of electric current. It is proportional to the quantity of electrons flowing through a conductor past a given point in one second. It is analogous to cubic feet of water flowing per second. Itistheunit current produced inacircuitby one voltacting through a resistance of one ohm.

AUXILIARY SERVICE

Is that furnished or made available by the Company for a portion of a Customer's requirements which ordinarily are furnished by the Customer from some other source of electrical supply.

AVOIDED COSTS

The decremental fuel costs to the Company of electric energy which, but for the purchase from the qualifying facility or qualifying facilities, the Company would generate itself or purchase from another source.

BILLING DEMAND

Is the demand upon which billing to a Customer is based as specified in a rate schedule or contract. The billing demand need not to be equal to the actual measured demand during that billing period.

BREAKDOWN SERVICE

Is that made available by the Company to a Customer but which is used only when the Customer's other source of electrical supply is not available due to the Customer's electric generating equipment being shut down for repairs.

CAPACITY REQUIREMENTS

The maximum rate of energy used by a Customer over a specified time interval, such as 15, 30, or 60 minutes. It may be determined by measurement or by calculation based upon connected load.

ISSUED BY: E. L. Addison, President<u>Tiffany Cohen</u> EFFECTIVE: January 29, 1982

Section III <u>First-Second</u> Revised Sheet No. 3.2 Canceling <u>First Revised</u> Original 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

<u>Florida Power & Light Company d/b/a</u> <u>The</u> Gulf Power Company <u>("Gulf" or "Gulf</u> <u>Power")</u> 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 Comp any, together with all connected devices designed to consume or generate electrical energy. The Customer's installation consists of and includes all wires, cutouts, switches and appliances and apparatus of every kind and nature used in connection with forming a part of an installation for utilizing electric service for any purpose, (excepting meters and associated equipment), ordinarily located on the Customer's side of "Point of Delivery", and including "Service Entrance Conductors," whether such installation is owned outright by the Customer or used by the Customer under lease or otherwise.

ISSUED BY: E. L. Addison, President Tiffany Cohen EFFECTIVE: January 29, 1982

Section III <u>First-Second</u> Revised Sheet No. 3.3 Canceling <u>FirstOriginal</u> 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 kilowatt-hours 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.

EST – Eastern Standard Time

INTEGRATED 15-MINUTE DEMAND

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

INTERCONNECTION COSTS

The reasonable cost 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: E. L. Addison, President Tiffany Cohen EFFECTIVE: January 29, 1982

Section III First Revised Sheet No. 3.4 Canceling Original Sheet No. 3.4

KILOWATT (kW)

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 1,000.

KILOWATTHOUR (kWh)

The basic unit of electric energy equal to one kilowatt of power supplied to, or taken from, an electric circuit steadily for one hour.

LOAD

The power requirement of a system or a piece of equipment at a given instant, or the average rate of energy used during any designated short period of time. This term may be applied to the demand of an electric generating station, an individual generating unit, a transmission or distribution system, a substation or a whole power system, or to a Customer's requirement. ("Load" is often used interchangeably with "demand").

LOAD FACTOR

The ratio of the average demand over a designated period of time to the maximum demand occurring in that period. Load factor, in percent, also may be derived by multiplying the kilowatt-hours in the period by 100 and dividing by the product of the maximum demand in kilowatts and the number of hours in the period. The term "load factor" is usually further modified by specifying the period and kind.

- Period: daily, weekly, monthly, annual or average Kind: appliance, individual customer, group, class system, or a specific part
 - of a system.

LUMEN

A unit of light measurement. The intensity of light delivered by one standard candle at a distance of one foot is approximately one (1) lumen.

<u>MONTH</u>

One twelfth of a year, or the period between two consecutive readings of the Company's meters, as near 30 days as practicable.

POINT OF DELIVERY (See Delivery Point)

POWER FACTOR

The ratio of real power (kw) to apparent (kva) for a given load and time. Generally, it is expressed as a percentage ratio.

ISSUED BY: E.L. Addison, President EFFECTIVE: January 29, 1982

Section III <u>First_Second_</u>Revised Sheet No. 3.5 Canceling <u>First Revised_Original_</u>Sheet No.3.5

PREMISES

Defined as a contiguous area, building or group of buildings, or portion of a building, joined together electrically as may be permitted by the applicable rules and regulations of the Company, occupied by one Customer and served through one meter.

PRIMARY VOLTAGE

Is the voltage of the circuit supplying power at a transformer as opposed to the output voltage or load supply voltage which is called secondary voltage. In power supply practice, the primary is almost always the high voltage side and the secondary is the low voltage side of a transformer.

PURCHASE

The purchase of electric energy from a Qualifying Facility by the Company.

QUALIFYING FACILITY

A cogeneration facility or small power production facility which is a Qualifying Facility (as defined under the Rules and Regulations in18CFR 292 Subpart B of the Public Utility Regulatory Policies Act of 1978 (PURPA)) and in Rule 25-17.0825, F.A.C.).

RATE

Any price, rate, charge, or classification made, demanded, observed or received with respect to the sale or purchase of electric energy or capacity, or any rule, regulation, or practice respecting any such rate, charge, or classification, and any contract pertaining to the sale or purchase of electric energy or capacity.

RESERVE SERVICE (See Standby Service)

<u>SALE</u>

The sale of electric energy or capacity or both by the Company to a Qualifying Facility.

SECONDARY VOLTAGE

Is the output or load supply voltage of a transformer or a substation.

SERVICE

The term service as used in this tariff or in contracts of Customer refers to the delivery of electrical energy. The furnishing of service shall also be construed to mean the readiness and the ability of the Company to deliver electrical energy to the Customer. Power and energy required by the Customer and, in addition, the readiness and ability on the part of the Company to furnish power and energy to the Customer.

ISSUED BY: E. L. Addison, President<u>Tiffany Cohen</u> EFFECTIVE: January 29, 1982

Section III Original Sheet No. 3.6

SINGLE PHASE

Is the descriptive term applied to service supplied through a single pair of wires for any one voltage, with one additional wire required where an additional voltage is supplied. Electrically there is a single complete voltage alternation in 1/60 seconds. Single phase service is supplied from any distribution line of the Company and to any Customer not having large motor driven devices which be inoperable from a single phase supply.

STANDBY SERVICE

Is that furnished by the Company to a Customer for all or any part of the Customer's load during the time that the Customer's normal source of electrical supply is shut down.

SYSTEM EMERGENCY

A condition on the Company's system which is likely to result in imminent significant disruption of service to customers or is imminently likely to endanger life or property.

THREE PHASE

Is the term applied to service applied from certain of the Company's lines requiring the use of three or four wires. Electrically, there are three separate voltages of equal value, each alternating 60 times a second and separated from each other by 1/180 of a second. While this type of service is required to supply all large loads, it normally is not available in residential service areas.

VOLT

Is the unit of electromotive force or electric pressure analogous to water pressure in pounds per square inch. It is an electrical pressure which, if steadily applied to circuit having a resistance of one ohm, will cause a current of one ampere to flow.

<u>YEAR</u>

Is that period intervening between two anniversary contract for dates of a used, that billed electric service. When "calendar" year is period represents that for covered by the service periods the months of January through December of any year.

ISSUED BY: E.L. Addison, President EFFECTIVE: January 29, 1982

Section No. IV Twelfth-Thirteenth Revised Sheet No. 4.1 Canceling TwelfthEleventh-Revised Sheet No. 4.1

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- ISSUED BY: Charles S. Boyett Tiffany Cohen

EFFECTIVE: March 29, 2019

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Section No. IV Tenth Revised Sheet No. 4.2 Canceling Ninth Revised Sheet No. 4.2

(Continued from Index, Sheet No. 4.2)

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ISSUED BY: Tiffany Cohen **EFFECTIVE:** August 6, 2020

Section No. IV Sixth Revised Sheet No. 4.2A Canceling Fifth Revised Sheet No. 4.2A

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 - 6.7.13 Design and Ownership
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 - 6.8.1 Definitions
 - 6.8.2 Application
 - 6.8.3 Contribution-In-Aid-of-Construction (CIAC)

ISSUED BY: Tiffany Cohen **EFFECTIVE:** August 6, 2020

Section IV Orginal Sheet No. 4.3

RULES AND REGULATIONS FOR ELECTRIC SERVICE

These Rules and Regulations, approve-d by the Florida Public Utilities Commission, constitute the Company's operating procedures and policies and supplement the "Rules and Regulations Governing Electric Service by Electric Public Utilities" ordered to be effective November 30, 1959 or as may hereafter 'be modified by the Florida Public Utilities Commission.

PART I

GENERAL RULES

1.2 <u>APPLICATION FOR SERVICE</u> - Each person firm or corporation desiring to become a Customer for electric service from any distribution system operated by the Company shall make an application for service, either in person or by duly authorized agent. The Customer's load will not be connected to the distribution system until all the applicable conditions and provisions of these Rules and Regulations are complied with. The furnishing of service by the Company and its initial acceptance by the Customer, in the absence of a formal written contract, constitutes the evidence of the contractual relationship between the Customer who thereby agrees to take the service and the Company who thereafter undertakes to supply the type of service applied for under the terms and conditions of the applicable Rate Schedule or Rules and Regulations. Company may require the execution of a formal contract of a formal contract for service involving special conditions or the furnishing of over 25 kilowatts of capacity. (See also, Rule 2.5)

ISSUED BY: R.L. Pulley, President EFFECTIVE: August 1, 1962

Section IV <u>First Revised Sheet No. 4.4</u> <u>Cancels</u> Original Sheet No. 4.4

- 1.2 <u>CLASSIFICATION OF SERVICE</u> For the purpose of establishing a comprehensive rate structure, the Company may upon approval by the Commission classify its utility service according to the purpose for which such service is used, the quantity used, the time when used, or any other reasonable consideration, and conform its r-ate schedules to such classifications.
- 1.3 <u>RATES</u> The rates to be charged by and paid to the Company for service shall be the rates from time to time legally established and in force, and in accordance with its Rate Schedules from time to <u>time</u> in effect and applicable to the class of service in the territory in which the Customer's premises are situated.

A copy of the rates under which service will be supplied is on file and is <u>oftenopen</u> for inspection at the Company's general office in Pensacola and at each district and local office. Upon request of any Customer, a copy of the Rate Schedule applicable to his service will be furnished him by the Company.

1.4 <u>OPTIONAL RATES</u> – When two or more rates are available for certain classes or service, the conditions under which they are applicable to the requirements of particular customers are plainly set forth in the Company's published rate schedules. The choice of such rates lies with the Customer.

The Company will at any time upon request advise any Customer as to the rate best adapted to existing; or anticipated service requirements as defined by the Customer but the Company does not assume responsibility for the selection of such rate or f-or the continuance of the lowest annual cost under the rate selected should the volume or character of service change.

From time to time, the Company undertakes investigations of operating conditions of its customers with a view to recommending desirable

Section IV Fourth Revised Sheet No. 4.5 Canceling Third Revised Sheet No. 4.5

1.4 OPTIONAL RATES (continued)

changes from one applicable rate to another, but, lacking knowledge of changes which may occur at any time in such conditions, the Company cannot guarantee that customers will be served under the most favorable rate, nor make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same service.

A Customer, having selected a rate adapted to his service may not change to another rate within a twelvemonth period unless there is a substantial change in the character or conditions of his service. A new Customer will be given reasonable opportunity to determine his service requirements before definitely selecting the most favorable rate therefor.

1.5 <u>RESIDENTIAL SERVICE</u> - Service for all domestic purposes in individually metered dwelling units suitable for year-round family occupancy containing full kitchen facilities. A separate point of service may be placed on the residential rate when it is determined to be at the same premise as the dwelling unit and used exclusively for personal rather than business use (i.e., garages, pumps, pools, boat docks, etc.) Service to commonly-owned condominium and cooperative apartment buildings meeting the following criteria is also considered Residential Service:

- a. 100% of the energy is used exclusively for the co-owners 'benefit.
- b. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
- c. Each point of delivery will be separately metered and billed.
- d. A responsible legal entity is established as the Customer to whom the Company can render its bills for said service.
- 1.6 <u>GENERAL SERVICE</u> Any person, organization, firm, or corporation taking electric service to which no other rate schedule is applicable shall be considered a General Service Customer. These may be commercial, or institutional such as nonprofit organizations, religious, educational, philanthropic, fraternal, governmental, or others not listed. The following is an incomplete list which gives some examples of who shall be considered General Service customers:
 - 1.6.1 Recognized boarding and rooming houses.
 - 1.6.2 An apartment house, except for service rendered direct to individual tenants.
 - 1.6.3 Any business house within which the Customer lives merely for convenience or economy, but such Customer, if he desires, shall have the right to have a separate meter installed under the residential rate for his domestic consumption.

ISSUED BY: Travis Bowden EFFECTIVE: May 1, 2000

Section IV Third Revised Sheet No. 4. 6 Canceling Second Revised Sheet No. 4. 6

1.6 <u>GENERAL SERVICE (Continued)</u>

- 1.6.4 Commercial dairy, poultry, truck or other type farm, however, such Customer, if he desires, shall have the right to have a separate meter installed under the residential rate for his domestic consumption.
- 1.7 <u>INDUSTRIAL SERVICE</u> Service to a Customer at a single location where the Customer is engaged in an industrial enterprise which uses the service primarily in an operation involving the extraction from, or the processing or fabrication of, materials or products.
- 1.8 <u>LIMITS OF USES OF SERVICE</u> All service supplied by the Company is for the Customer's sole use within or upon his premises and for the purposes set forth by the applicable Rate Schedule. The Customer shall not supply electrical energy to anyone else or allow anyone to take same, nor shall reuse or permit same to be used at any other premises (except as provided below) or for any other premises (except as provided below) or for any other purposes (either directly or indirectly by transformation or regeneration) than those designated in the application. (See Section No. IV, Sheet No. 4.15, Rule 4.1)

The Company reserves the right to apply to each Customer the proper Rate Schedule in accordance with the classifications made of its service for billing purposes.

Electric service must not be used by the Customer in such a manner as to cause unusual voltage fluctuations or disturbances in the Company's distribution or transmission system and, should any apparatus be installed the use of which shall interfere with or harmfully affect the service to other customers, the Company may discontinue service upon giving reasonable

Section IV Second Revised Sheet. No.4.7 Canceling First Revised Sheet No. 4.7

(Continued from Sheet No. 4.6)

notice unless in the meantime the use of such objectionable apparatus has been discontinued, or such steps taken as may be necessary to prevent a recurrence. Should the Company be required to make any unusual expenditure over and above that required to serve ordinary load of unobjectionable character, the Customer shall reimburse the Company for such excess cost of serving him.

No Customer shall extend electric lines or facilities across or under a street, avenue, alley, lane, court, or other public way in order to make electric energy available through one meter to a structure or facility on an adjacent tract of land, except under the following conditions: (1) said structure or facility on adjacent land is at all times operated and utilized by the same Customer for the same business or enterprise; (2) electric service through such meter is utilized solely by such Customer; (3) such single-meter electric service is-otherwise permissible under applicable Company Rules and Regulations and applicable Rate Schedule; (4) Customer obtains written approval from the Company on plans, and any extension or revision thereof, for such single-meter service arrangement; (5) Customer obtains and keeps currently effective any and all required permits from required public authorities for crossing of public ways with Customer's electric facilities; and (6) Customer's electric facilities crossing public ways must comply with all applicable local and national codes.

Customers and others are forbidden, without written consent of the Company, from using the Company's poles or other facilities for the purpose of fastening or supporting wires, signs, or things of any nature, or to locate any such things in such proximity to the Company's aforesaid property or facilities as to cause, or to be likely to cause, interference with the Company's operations or its supply of electric service, or a dangerous condition in connection therewith, and the Company shall have the right to remove any such things without notice and without liability for damages arising from such removal.

ISSUED BY: E. L. Addison. President EFFECTIVE: November 10, 1980

Section IV Fifth Revised Sheet No. 4.7 A Canceling Fourth Revised Sheet No. 4.7 A

(Continued from Sheet No. 4.7)

1.9 <u>CHARACTER OF SERVICE</u> - The phase, frequency, and voltage of electric service which may be available for delivery to the Customer shall be determined by the available local distribution system of the Company nearest the Customer's premises, and the Company shall not be required to deliver service at a phase, frequency, or voltage other than that provided for in the particular Rate Schedule applicable.

ISSUED BY: E. L. Addison. President EFFECTIVE: September 13, 1990

Section No. IV Second-<u>Third</u> Revised Sheet No. 4.8 Canceling SecondFirst Revised Sheet No. 4.8

1.10 CONTINUITY OF SERVICE - The Company will exercise reasonable diligence and care to furnish and deliver a regular and uninterrupted supply of electrical energy, but in case the supply should be variable in frequency or voltage, interrupted or fail by reasons of legal process, strike, riot, war, flood, storm, fire, accident, breakdown, or on account of maintenance or repairs to its system, or any part thereof, or of cutting in new equipment or customers or any cause beyond the control of the Company or from the negligence of the Company, its employees, servants or agents, the Company shall not be held liable for any injury, loss, damage, or expense to any Customer, or to any other person, caused directly or indirectly by such variation, interruption, or failure, but shall restore its service to normal as quickly as practicable; and during such interruption the Customer shall have the right to use such other service as may be available. The Customer shall notify the Company promptly of any defect in service or of any trouble or accident to the electric supply. The Company will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the Customer or to any other person for complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from the ordinary negligence of its employees, servants or agents. The Company also shall not be liable to the Customer or to any other person for the complete or partial failure or interruption of service, fluctuations in voltage, or any other act or omission or related injury caused directly or indirectly by strikes, labor troubles, accident, litigation, shutdowns for repairs or adjustments, interference by Federal, State or Municipal governments, acts of God or other causes beyond its control.

Continuous service is further dependent upon and subject to conditions brought about by war, the necessities of war, or by the United States Government or any agency of the United States Government, and the Company assumes no obligation to continue the delivery of any quantity of power when or in the event it is required to supply such power to the United States Government, or to any person, firm, corporation, business or industry designated by the United States Government or other Governmental Agency either during time of war or at any other time.

1.11 <u>INCREASE OF SERVICE</u> - Increased service requirements shall be supplied at all times through the existing, or enlarged, service connection and such metering equipment as will properly measure the amount of energy and its maximum demand, provided that the necessary enlargement of the facilities in service does not require changes in point of delivery. The Customer 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.

ISSUED BY: Charles BoyettTiffany Cohen EFFECTIVE: March 29, 2019

Section No. IV Fourth Fifth Revised Sheet No. 4.9 Canceling Fourth Third Revised Sheet No. 4.9

- 1.12 ACCESS TO PREMISES AND 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 toread 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. The duly authorized agents of the Company shall have safe access to the premiseds of the Customer at all reasonable hours for the purpose of installing, maintaining, and inspecting or removing the Company's property, reading meter, trimming trees within the Company's easements and rights of way, and other purposes incident to performance under or termination of the Company's agreement with the Customer, and in such performance shall not be liable for trespass. The Customer shall grant or cause to be granted the Company and without cost to the Company all rights, easement, permits and privileges which in the opinion of the Company, are necessary for the rendering of service to the Customer.
- 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.

ISSUED BY: Charles S. Boyett<u>TiffanyCohen</u> EFFECTIVE: March 29, 2019

Section No. IV <u>Sixth-Seventh</u> Revised Sheet No. 4.10 Canceling SixthFifth Revised Sheet No. 4.10

- 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 RESPONSIBILITY FOR PROPERTY OF THE COMPANYPROTECTION OF COMPANY'S PROPERTY AND DAMAGE TO COMPANY'S PROPERTY - 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. The Customer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus. In the event of any loss or damage ot property of the Company caused by or arising out of carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 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 Fifth Revised Sheet No. 4.11 Canceling Fourth Revised Sheet No. 4.11

1.18 DAMAGES TO PROPERTY - (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.

1.19 <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.

1.20 <u>NOTICES</u> - 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.

1.21 <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.

ISSUED BY: Charles S. Boyett **EFFECTIVE:** March 29, 2019

Section No. IV <u>Twelfth-Thirteenth</u> Revised Sheet No. 4.12 Canceling <u>Twelfth</u> Eleventh-Revised Sheet No. 4.12

PART II

CREDIT REGULATIONS

2.

2.1 Security Deposit/Guaranty.

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

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

(2) a) New Service Requests - If a Security Deposit is required, the Security Deposit for a new service request shall be based upon no more than two months of projected charges, calculated by adding the 12 months of projected charges, dividing this total by 12, and multiplying the result by 2. After the new account has had continuous service for a twelve (12) month period, the amount of the required deposit shall be recalculated using actual data. If an excess deposit is identified by this recalculation, the difference between the recalculated deposit and the deposit on hand will be credited to the account. If the recalculated amount indicates a deficiency in the deposit held, the utility may bill customer for the difference. Each applicant that provides a guaranty, surety bond, or an irrevocable bank letter of credit as a Security Deposit must enter into the agreement(s) as provided by Gulf.

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

2.2 Deposit Interest.

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

2.21 Residential Deposits.

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

2.22 Nonresidential Deposits.

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

ISSUED BY: <u>Tiffany Cohen</u> EFFECTIVE:

Section No. IV Original Sheet No. 4.12.1

2.3 Refund of Cash Deposit/Release of Other Security or Guaranty.

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

2.4 Transfer of Security Deposit/Guaranty.

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

- <u>DEPOSIT REQUIREMENT</u>. The Company may require an applicant for service, or an existing customer, to satisfactorily establish credit to secure payment of bills and protection of Company property on the Customer's premises. Credit will be deemed satisfactorily established through provision of: (a) a cash deposit; (b) irrevocable letter of credit from a bank or surety bond; or (c) an acceptable guaranty. For a new service request, the total deposit may not exceed 2 months of projected charges. Once a new customer has had continuous service for a 12 month period, the amount of the deposit shall be recalculated using actual data. To the extent that the recalculated deposit amount is less than the initial deposit amount, the Company will return the difference to the customer. To the extent that the recalculated deposit amount exceeds the initial deposit amount, shall be company require a deposit on an account established prior to January 1, 2016, or should a customer request a deposit to be recalculated on such an account, the Company shall recalculate the deposit by utilizing only the available monthly charges from the 12 month period prior to the date the change is sought. In either event, the total deposit shall not exceed 2 months of average actual charges.
- 2.2 <u>INTEREST ON DEPOSIT</u>. The Company will issue a receipt to the Customer covering the amount of the initial deposit. Interest will be paid at the rate of 2 percent for all residential customers. For non-residential customers, interest will be paid at the rate of 2 percent for 23 months and at 3 percent after 23 months for non-residential customers who meet the criteria (a e) in section 2.3 below. The interest will be paid annually in June of each year by applying the credit to the Customer's electric service bill. The Company shall not be required to pay interest on any deposit when the deposit has been held for a period of less than six months.

ISSUED BY: <u>Tiffany Cohen</u> EFFECTIVE:

Section No. IV Original Sheet No. 4.12.2

2.3 <u>REFUND OF RESIDENTIAL DEPOSIT</u> - Customer deposits securing residential accounts will be refunded by crediting the amount of the deposit plus interest to the electric service bill after the deposit has been held for a period of twelve months, provided within the last twelve months the Customer has not (a) been sent more than one reminder notice, (b) been disconnected for non-payment, (c) had a dishonored check charged to the account, (d) tampered with the meter or stolen electricity, or (e) made fraudulent use of service. When the service is discontinued where a deposit exists on the account, the amount of the deposit, with accrued interest due from the last annual payment date or deposit date, will be paid to the Customer after deducting therefrom all sums owed to the Company by the Customer, including damages to the property of the Company on the Customer's premises.

<u>APPLICATION OF DEPOSIT</u> - Deposits shall not be applied in payment of current monthbills, and such deposits shall in no way affect the Company's rights arising from non-payment of bills as provided for in the Company's "Rules and Regulations for Electric Service" or inapplications or contracts for service.

ISSUED BY: <u>Tiffany Cohen</u> EFFECTIVE:

Section No. IV <u>Sixteenth-Seventeeth</u> Revised Sheet No. 4.13 Canceling <u>Sixteenth</u>Fifteenth Revised Sheet No. 4.13

2.4 <u>NON-ASSIGNMENT OF DEPOSIT</u> - The receipt for deposit cannot be assigned by the Customer without the written consent of the Company.

2.5 <u>PAYMENT OF PREVIOUS ACCOUNTS REQUIRED</u> - Applications for service will not be accepted by the Company until the Applicant has paid to the Company all sums at any time owing and then unpaid:

- (1) By Applicant for service of the same class rendered by the Company whether at the premises applied for or at any other premises, or
- (2) By the previous occupant of the premises as long as the current Applicant or Customer occupied the premises at the time the delinquency occurred and the previous Customer continues to occupy the premises and such previous Customershall benefit from such service.

PART III

LINE EXTENSION AND SERVICE CONNECTION REGULATIONS

- 3.1 <u>APPLIES TO ALL APPLICANTS</u> These regulations apply to all applicants requesting service from the regular distribution systems of the Company for residential, commercial and industrial usage. Customers requesting service from the transmission system of the Company may require individual consideration and will be handled accordingly as they request service.
- 3.2 <u>CONNECTION OF INITIAL SERVICE</u> A \$20.00 service charge will be made for an initial connection. Where the Company's distribution circuits already are in place on the pole adjacent to the Customer's premises requiring only the installation of service wires and meter, the Company will place the service wires and meter completing the connection to provide service. The Customer shall pay a charge of \$27.00 residential / \$50.00 non-residential for such connection, in addition to the deposit provided for elsewhere. The Company shall have the discretion to waive the connection fee that would otherwise apply to the new or existing Customer as a consequence of significant damage to their premises caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

Where the Company's distribution circuits already are in place on the pole adjacent to the Customer's premises requiring only the installation of service wires and meter, the Company will place the service wires and meter completing the connection to provide service. The Customer shall pay a charge of \$27.00 residential / \$50.00 non-residential for such connection, in addition to the deposit provided for elsewhere. The Company shall have the discretion to waive the connection fee that would otherwise apply to the new or existing Customer as a consequence of significant damage to their premises caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

ISSUED BY: Charles S. BoyettTiffany Cohen EFFECTIVE: March 29, 2019

Section No. IV Original Sheet No. 4.13.1

3.3 CONNECTION OF EXISTING SERVICE - A \$19.00 service charge will be made for the connection of an existing account. Where service has previously been connected at a premise, a \$27.00 residential / \$50.00 non-residential service charge shall be paid for all subsequent reconnections, except restoration of service after violation of regulations as provided in Paragraph 4.11 of these Rules or at the Company's discretion as a consequence of significant damage to the new or existing Customer's premises caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration. Where service has previously been connected at a premise, a \$27.00 residential / \$50.00 nonresidential service charge shall be paid for all subsequent reconnections, except for restoration of service after violation of regulations as provided in Paragraph 4.11 of these Rules or at the Company's discretion as a consequence of significant damage to the new or existing Customer's premises caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration. 3.4 SERVICE IF NEW OR UPGRADED FACILITIES ARE REQUIRED - In accordance with F.A.C. Rule 25-6.064 this tariff section applies to requests for new or upgraded facilities. Nothing herein shall alter the charges or provisions outlined in Part VI of this tariff. An Applicant can be any person, corporation, or entity capable of complying with the requirements of this tariff that has made a request for new or upgraded facilities in accordance with this tariff. CONTRIBUTION-IN-AID OF CONSTRUCTION (CIAC) - A CIAC shall be required from Applicants requesting new or upgraded facilities prior to construction of the requested facilities based on the formulas presented below. (a) The CIAC for new or upgraded overhead facilities (CIACOH) shall be calculated as follows: Total estimated work Four years expected CIACOH Four years expected order job cost of incremental base incremental base installing the facilities energy revenue demand revenue, if applicable (i) The cost of the service drop and meter shall be excluded from the total estimated work order job cost for new overhead facilities. (ii) The net book value and cost of removal, net of the salvage value, for existing facilities shall be included in the total estimated work order job cost for upgrades to those existing facilities. (iii) The expected annual base energy and demand charge revenues shall be estimated for a period ending not more than 5 years after the new or upgraded facilities are placed in service. (iv) In no instance shall the CIACOH be less than zero. (b) The CIAC for new or upgraded underground facilities (CIAC_{UC}) shall be calculated as follows: CIACUG CIACOH Estimated difference between the cost of providing = the service underground and overhead ISSUED BY: Charles S. BoyettTiffany Cohen EFFECTIVE: March 29, 2019

Section No. IV Original Sheet No. 4.13.1

CIAC TRUE-UP - An Applicant may request a one-time review of a paid CIAC amount within 12 months following the in--service date of the new or upgraded facilities. Upon receiving a request, which must be in writing, the Company shall true-up the CIAC to reflect the actual construction costs and a revised estimate of base revenues. The revised estimate of base revenues shall be developed from the actual base revenues received at the time the request is made. If the true-up calculation result is different from the paid CIAC amount, the Company will either issue a refund or an invoice for this difference. This CIAC review is available only to an initial Applicant who paid the original full CIAC amount, not to any other Applicants who may be required to pay a pro-rata share as described in PRORATION OF CIAC.

PRORATION OF CIAC - CIAC is proratable if more Applicants than the Initial Applicant are expected to be served by the new or upgraded facilities ("New Facilities") within the threeyear period following the in-service date. The Company shall collect the full CIAC amount from the Initial Applicant. Thereafter, the Company shall collect, and pay to the Initial Applicant, a pro-rata share of the CIAC from each additional Applicant to be served from these New Facilities until the three-year period has expired, or until the number of Applicants served by the New Facilities equals the number originally expected to be served during the three- year period, whichever comes first. Any CIAC or pro-rata share amount due from an Applicant shall be paid prior to construction. For purposes of this tariff, the New Facilities' in-service date is defined as the date on which the New Facilities are installed and service is available to the Initial Applicant, as determined by the Company.

3.4 <u>SERVICE IF NEW OR UPGRADED FACILITIES ARE REQUIRED</u> - When new or upgraded facilities are required to place the service applied for adjacent to the Customer's premises, a test will be run on the projected revenue vs. the estimated construction costs, exclusive of meters and services.

<u>Contributions in aid-of-construction for new or upgraded overhead facilities:</u> <u>CIACOH = Construction Cost - (4 years expected incremental base energy</u> <u>revenue) - (4 years expected incremental base demand</u> <u>revenue)</u>

<u>Contributions-in-aid-of-construction for new or upgraded underground facilities:</u> CIACUG = CIACOH + Estimated difference between cost of providing the service underground and overhead

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Section No. IV Fourteenth Fifteenth Revised Sheet No. 4.14 Canceling Fourteenth Thirteenth Revised Sheet No. 4.14

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3.5 (continued)

If the revenue supports construction, then no CIAC is applicable. If the revenue/construction - comparison shows a CIAC to be owing, the applicant will pay to the Company in advance of making-

extension the amount from the formula, adjusted by the approved tax effect multiplier. Suchpayment may be waived or a special agreement may be made providing for the repayment of suchmoney to the applicant, when additional business is secured, upon terms to be fixed by the Company. Where more customers than the initial applicant are expected to be served by the new or-

upgraded facilities within a period not to exceed three years, the Company shall prorate the total CIAC over the number of end-use customers expected. Where the full amount of CIAC is required – from the initial applicant, the Company will return to the initial applicant any subsequent CIAC – payments received from such expected customers. Title to all lines will remain with the Company. – When service is connected to the Customer's premises, a service charge shall be paid in – accordance with the provisions of Paragraph 3.2 above. The Company shall apply the above – formulas uniformly to residential, commercial, and industrial customers requiring new or upgraded – facilities at any voltage level.

- 3.5 <u>LIMITATIONS ON THREE PHASE SERVICE</u> In general, the Company will furnish single phase service for any residential or commercial loads involving no single motor larger than five horsepower. It -has never contemplated supplying service to any motor rated at three horsepower or smaller at three phase anywhere. Therefore, unless already available, three phase service will not be furnished for residential loads or for commercial loads where no commercial motor exceeds three horsepower until the Customer makes a contribution to the Company equal to the excess of the cost of providing three phase service over the cost of furnishing service to such load at single phase.
- 3.6 <u>UNDERGROUND SERVICE IN AN OVERHEAD AREA</u> Conversion of existing overhead facilities to underground shall be handled in accordance with the provisions of Part VI UNDERGROUND DISTRIBUTION FACILITIES.
- 3.7 <u>CONNECTION OF TEMPORARY SERVICE</u> Where the Company's distribution circuits are already in place on the pole adjacent to the Customer's premises requiring only the installation of a service drop and meter, the Company will place the service drop and meter completing the connection to provide temporary service. The service drop and meter installation shall not exceed 200 amperes and must utilize self-contained, non-demand metering. The customer shall paya charge of \$110.00 for each such connection in addition to the deposit provided for elsewhere.
- 3.7.1 <u>TEMPORARY SERVICE INVOLVING EXTENSIONS</u> In case the establishing of temporary service involves cost of labor and materials, other than as described in 3.7 above, the applicant must pay in advance the total estimated cost of installing and dismantling the necessary facilities, less the salvage value of the material returnable to stores for re-use, less projected revenues associated with the temporary service. This payment shall be in addition to the appropriate service charge for a Service Connection to existing distribution system and the deposit for guarantee of the energy billing provided for elsewhere.

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Section No. IV Original Sheet No. 4.14.1

3.7.1 TEMPORARY/CONSTRUCTIONSERVICE

APPLICATION:

For temporary electric service to installations such as fairs, exhibitions, construction projects, displays and similar installations.

SERVICE:

Single phase or three phase, 60 hertz at the available standard secondary distribution voltage. This service is available only when the Company has existing capacity in lines, transformers and other equipment at the requested point of delivery. The Customer's service entrance electrical cable shall not exceed 200 Amp capacity.

CHARGE:

The non-refundable charge must be paid in advance of installation of such facilities which shall include service and metering equipment.

Installing and removing overhead service and meter	\$402.48

Connecting and disconnecting Customer's service cable to Company's direct-buried underground facilities including installation and removal of meter

\$242.70

MONTHLYRATE:

This temporary service shall be billed under the appropriate rate schedule applicable to commercial and industrial type installations.

SPECIAL CONDITIONS:

If specific electrical service other than that stated above is required, the Company, at the Customer's request, will provide such service based on the estimated cost of labor for installing and removing such additional electrical equipment. This estimated cost will be payable in advance to the Company and subject to adjustment after removal of the required facilities. All Temporary/Construction services shall be subject to all of the applicable Rules, Regulations and Tariff charges of the Company, including Service Charges.

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Eighth Revised Sheet No. 4.15 Canceling Seventh Revised Sheet No. 4.15

- 3.8 The Company makes special arrangements for floor surfacing, polishing, finishing or other similar motor driven equipment. Customer will make arrangements with the Company for such special service.
- 3.9 Extensions for subdivisions for real estate development purposes will be made only by special contract.
- 3.10 <u>RELOCATION OR REMOVAL OF EXISTING FACILITIES -</u> If the Company is required to relocate or remove existing facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant. These costs will include the costs of relocation or removal plus the in-place value (less salvage) of the facilities so removed. Any additional costs due to existing landscaping, pavement or unusual conditions shall also be borne by the Applicant. In the event that overhead facilities are being replaced with underground, any differential cost shall be handled in accordance with the provisions of Part VI, Underground Distribution Facilities.

PART IV BILLING AND METERING REGULATIONS

4.1 The Rate Schedules of the Company contemplate the service will be supplied to each separate premise as one Customer. Where a Customer, for any reason, requires the installation of more than one meter by the Company each meter will be billed as a separate Customer. The Customer must provide a self-contained meter socket or enclosure on his premises. The type shall be determined by the Company's approved list and the location shall be determined by the Company. All self-contained meter sockets and self-contained meter enclosures which become deteriorated shall be replaced by the Customer. The electricity used by the same person, firm or corporation at different premises will not be combined and billed as one Customer.

Section No. IV Second Revised Sheet No. 4.15.1 Canceling First Revised Sheet No. 4.15.1

4.1 (Continued)

Individual electric metering by the Company shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperatives, marinas, and trailer, mobile home, and recreational vehicle parks for which construction was commenced after January 1, 1981. This requirement shall apply whether or not the facility is engaged in a time-s haring plan. Individual electric meters shall not, however, be required:

- 1. In those portions of a commercial establishment where the floor space dimensions or physical configuration of the units are subject to alteration on, as evidenced by non-structural element partition walls, un less the utility determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;
- 2. For electricity used in central heating, ventilating and air conditioning systems, or electric back up service to storage heating and cooling systems;
- 3. For electricity used in specialized-use housing accommodations such as hospitals, nursing homes, living facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities certificated under Chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, and similar facilities.
- 4. For separate, specially-designated areas for overnight occupancy at trailer, mobile home and recreational vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means.

Where individual metering is not required and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering may be used by the customer of record or the owner of such facility solely for the purpose of al locating the cost of the electricity billed by the utility. Any fees or charges collected by a customer of record for electricity billed to the customer's account by the utility, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the customer of record for no more than the customer's actual cost of electricity.

4.2 No individual or person is authorized to receive service through the meter installed for a Customer on a neighboring premise, and the connection of one premise with another for the purpose of obtaining service through one meter is an unauthorized practice and shall be deemed as receiving service without full compensation to the Company therefore. The Company

Section No. IV Fourth Revised Sheet No. 4.16 Canceling Third Revised Sheet No. 4.16

4.2 (continued)

reserves the right to discontinue service to any Customer who violates this rule.

- 4.3 Deleted.
- 4.4 The Company will furnish and install without expense to the Customer, such metering equipment as is necessary to measure the electric service supplied in accordance with the requirements of the Rate Schedule.
 - 4.4.1 <u>Net Metering of Customer-Owned Renewable Generation</u> For customer-owned renewable generation eligible for net metering pursuant to Rule 25-6.065, Florida Administrative Code, monthly billing will be prepared in the following manner:

During any month, customers with renewable generation equipment that have executed an interconnection agreement with the Company will be charged for energy (kWh) delivered by the Company in excess of the energy (kWh) supplied by the customer's renewable generation in accordance with the applicable rate schedule. The customer, at their sole discretion, may choose to take service under the Company's standby or supplemental service rate, if available. If energy (kWh) supplied by the customer's renewable generation exceeds energy (kWh) delivered by the Company, such excess energy (kWh) will offset the customer's energy (kWh) consumption for the next month(s).

All excess energy (kWh) from the customer's renewable generation will be accumulated and used to offset energy (kWh) delivered by the Company in subsequent months for a period of not more than twelve months. At the end of each calendar year, any unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule. In the event a customer closes the account, unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule.

- 4.5 Damaged meters, any indications of tampering with meter, or broken seals, will constitute ground for question as to accuracy of meter registration. Should the meter fail to register properly, bill will be estimated based either upon a reading taken during the next billing period after meter has been repaired or replaced, upon the amount charged during a previous corresponding period, or upon such other reasonable basis as may apply to the particular service at the discretion of the Company. Correction of mistakes in meter readings and billings will be made when discovered by adding or deducting the proper amount to or from bill.
- 4.6 Meters will be read at regular intervals monthly, in groups known as routes, the reading date of any particular meter depending upon the route in which it is located. Bills will be rendered as soon as practicable after meters are read each month and shall be due and payable at the office of the Company when rendered. All billing of demand and/or energy will be based upon the Company's meter readings or Company pulse data.
- 4.7 The Customer shall at all times take and use electric energy in such a manner that the power factor shall be as near 100% as possible and when

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Section No. IV Second Revised Sheet No. 4.17 Canceling First Revised Sheet No. 4.17

4.7 (continued)

the actual power factor is found to be less than 90% the Company may adjust the capacity or demand portions of its applicable rate schedules as provided in such schedules.

- 4.8 The charges set forth in the rate schedules of the Company are based upon billing periods of approximately one month. In the case of first billing of new accounts, final billing of all accounts where the period covered by the billing involves a fraction of a month, and regular bills where the period covered by the billing is less than 25 days, the applicable charges specified in the rate schedule will be calculated in the proportion that the actual number of service days, including day of final readings, bears to a 30-day month.
- 4.9 The Customer shall give notice to the Company at least three days before vacating the premises or prior to the time he wishes the service discontinued, in order that the final meter reading can be taken and any property of the Company removed. The Customer shall be liable for any electricity that may be used through the meter, as well as for the meter and the Company's other property until the expiration of three days after such notice to discontinue has been given.
- 4.10 The Company reserves the right at any time to install check meters at its own expense and to render bills to customers in accordance with the registration of such check meters.
- 4.11 <u>REFUSAL OR DISCONTINUANCE OF SERVICE -</u> Until adequate facilities, can be provided, the Company may refuse to serve an Applicant if, in the best judgement of the Company, it does not have adequate facilities to render the service applied for.

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Section IV Original Sheet No. 4.17.1

(Continued)

(1) The Company may refuse to serve any person whose service requirements or equipment is of a character that is likely to affect unfavorably service to other customers.

(2) The Company may refuse to render any service other than that character of service which is normally furnished, unless such service is readily available.

(3) The Company shall not be required to furnish service under conditions requiring operation in parallel with generating equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other customers or with service furnished by others.

If the Company refuses service for any reason specified in this subsection, the Company shall notify the Applicant for service as soon as practicable, pursuant to subsection (7), of the reason for refusal of service. If the Company will discontinue service, the Company shall notify the Customer at least five (5) working days prior to discontinuance that service will cease unless the deficiency is corrected in compliance with the Company's regulations, resolved through mutual agreement, or successfully disputed by the Customer. The five-day notice provision does not apply to paragraphs (h), (i), or (j). In all instances involving refusal or discontinuance of service, the Company shall advise in its notice that persons dissatisfied with the Company's decision to

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Section No. IV Original Sheet No. 4.17.2

(Continued)

refuse or discontinue service may register their complaint with the Company's customer relations personnel and to the Florida Public Service Commission at 1-800-342-3552, which is a toll free number. As applicable, the Company may refuse or discontinue service under the following conditions:

• For noncompliance with and/or violation of any state or municipal law or regulation governing electric service.

• For failure or refusal of the Customer to correct any deficiencies or defects in the Customer's wiring and/or equipment which are reported to the Customer by the Company.

• For the use of energy for any other property or purpose than that described in the application.

• For failure or refusal to provide adequate space for the meter and service equipment of the Company.

• For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's credit regulation found in paragraph 2.1 of the Company's tariff, provided that written notice, separate and apart from any bill for service, be given the Customer.

(f) For neglect or refusal to provide safe and reasonable access to the Company for the purpose of reading meters or inspection and maintenance of equipment owned by the Company, provided that written notice, separate and apart from any bill for service, be given the Customer.

(g) For nonpayment of bills or noncompliance with the Company's rules and regulations, and only after there has been a diligent attempt to have the Customer comply including at

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Section No. IV Original Sheet No. 4.17.3

(Continued)

least five working days' written notice to the Customer such notice being separate and apart from any bill for service, provided that those customers who so desire may designate a third party in the Company's service area to receive a copy of such delinquent notice. For purposes of this subsection, "working day" means any day on which the Company's business office is open and the U.S. Mail is delivered. The Company shall not, however, refuse or discontinue service for nonpayment of a dishonored check service charge imposed by the Company.

(h) Without notice in the event of a condition known to the Company to be hazardous.

(i) Without notice in the event of tampering with meters or other facilities furnished and owned by the Company.

(j) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make at the Customer's own expense all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use.

- (6) Service shall be restored when cause for discontinuance has been satisfactorily adjusted.
- (7) In case of refusal to establish service, or whenever service is intentionally discontinued by the Company for other than routine maintenance, the Company shall notify the Applicant or Customer in

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Section No. IV Second Revised Sheet No. 4.17.4 Canceling First Revised Sheet No. 4.17.4

(Continued)

writing of the reason for such refusal or discontinuance.

(8) The following shall not constitute sufficient cause for refusal or discontinuance of service to an Applicant or Customer:

(a) Delinquency in payment for service by a previous occupant of the premises unless the current Applicant or Customer occupied the premises at the time the delinquency occurred and the previous Customer continues to occupy the premises and such previous Customer shall benefit from such service.

(b) Failure to pay for a service rendered by the Company which is nonregulated.

- (c) Failure to pay for a different class of service.
- (d) Failure to pay the bill of another Customer as guarantor thereof.
- (e) Failure to pay a dishonored check service charge imposed by the Company.

(9) The Company shall not discontinue service to any noncommercial customer between 12:00 noon on a Friday and 8:00 a.m. the following Monday or between 12:00 noon on the day preceding a holiday and 8:00 a.m. the next working day. Provided, however, this prohibition shall not apply when:

(a) Discontinuance is requested by or agreed to by the Customer; or

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Section No. IV <u>Seventh-Eighth</u> Revised Sheet No. 4.18 Canceling <u>Seventh Sixth</u> Revised Sheet No. 4.18

(b) A hazardous condition exists; or

(c) Meters or other Company owned facilities have been tampered with; or

(d) Service is being obtained fraudulently or is being used for unlawfulpurposes. Holiday as used in this subsection shall mean New Year's Day, Memorial Day, July4, Labor Day, Thanksgiving Day, and Christmas Day.

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

4.12 INVESTIGATION OF UNAUTHORIZED USE TAMPERING WITH METERS -- Title to meters and metering equipment shall be and remain in the Company. Unauthorized connections to, or tampering with the Company's meter or meters, meter seals, or metering equipment, or indications or evidence thereof, which would cause the meter to fail to register or to register inaccurately, shall subject the Customer to subjects the Customer to immediate discontinuance of service, -prosecution under the laws of the State of Florida; to an adjustment for correction of prior bills for services rendered; a tampering penalty of \$500.00 for residential and non-demand commercial customers and \$2,500.00 for all other customers, and to liability for reimbursement to the Company of for all extra expenses incurred as a result thereof; and to immediate discontinuance of service, subject to the appeal rights of Commission Rule 25-6.105. The reimbursement for extra expenses incurred as a result of the investigation or as a result thereof shall be the actual amount of such extra expenses, but in any event shall not be less than the sum of \$75.00, (which may be assessed in lieu of proof of actual extra expenses when the Customer's obligation is acknowledged or is determined by a court of competent jurisdiction), and shall be in addition to any charges for service rendered or charges for restoration of service as provided elsewhere in these rules.

- 4.13 <u>RESTORATION OF SERVICE (AFTER VIOLATION OF RULES)</u> The Company shall not be required to restore service after being discontinued in accordance with Rules 4.11 or 4.12 above until the Customer has complied with all reasonable rules of the Company designed to prevent a recurrence, and the Company has been reimbursed for the full amount of service rendered and paid a service charge for restoration of service as provided in paragraph 5.3 of these Rules.
- 4.14 <u>TESTING OF METERS AND RESULTING ADJUSTMENTS</u> The Company shall, upon request, test any meter or meters, in accordance with Commission Rule 25-6.052, through which the Customer is receiving service. There will be no charge for such test provided that the meter has not been tested by the Company or the Florida Public Service Commission within twelve (12) months previous to such request. If the Customer requests a meter test more frequently, the Company may require a deposit, not to exceed fifteen dollars (\$15.00), to defray cost of testing.

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Section No. IV <u>Fifth-Sixth</u> Revised Sheet No. 4.19 Canceling <u>Fifth</u>Fourth Revised Sheet No. 4.19

(continued)

If the test shows the meter to be accurate within:

- (a) Two percent (2%) fast or slow for watthour meters;
- (b) Four percent (4%) fast or slow for demand meters;

the deposit may be retained by the Company as a service charge for conducting the test; if the test shows otherwise, the deposit shall be refunded and adjustments in billing, determined in accordance with Commission Rule 25-6.103, shall be made as follows:

- 4.14.1 <u>Fast Meter</u> The Company shall refund to the Customer an amount equal to the excess charged for one-half the period since the last test, said one-half period not to exceed twelve (12) months. However, if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to such timebut not beyond such date based upon available records. No part of any minimum charge shall be refunded.
- 4.14.2 <u>Slow, Non-Registering, or Partially Registering Meter</u> The Company may not backbill for any period greater than twelve (12) months from the date it notifies a customer that his or her meter is slow, non-registering, or partially registering. If it can be ascertained that the meter was slow, non-registering, or partially registering for less than twelve (12) months prior to notification, then the utility may back bill only for the lesser period of time.
- 4.14.3 <u>Creeping Meter</u> If a meter is found to have a registration error due to "creep", in excess of one revolution in ten minutes, the Company will refund to the Customer an amount to compensate for the creeping. The error shall be calculated by timing the rate of "creeping" and assuming that the creeping affected the registration of the meter for twenty-five percent (25%) of the time, unless a more accurate estimate of the percentage of time the meter should have been inactive can be obtained.
- 4.14.4 <u>Improper Metering Due to Electrical Contractor Error</u> If the Company determines that a service location has not previously been properly metered through errors of an electrical contractor, the Company may backbill for up to four years from the date of notice to the Customer that the error has been discovered.
- 4.15 <u>RETURNED ITEM PAYMENT CHARGE As allowed by Florida Statute 68.065 shall</u> apply for each check or draft dishonored by the bank upon which it is drawn. <u>Termination of service shall not be made for failure to pay the Returned Payment</u> <u>Charge.</u>

Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

A service charge in accordance with Florida Statute

68.065 shall be added to the Customer's electric service bill for each check or draft dishonored by the bank

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Section No. IV Original Sheet No. 4.19.1

upon which it is drawn. Service shall not be refused or discontinued for failure to pay the returned item charge.

4.16 LATE PAYMENT CHARGE - Charges for services due rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local government entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local government entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

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Section No. IV <u>Ninth-Tenth</u> Revised Sheet No. 4.20 Canceling <u>NinthEighth</u> Revised Sheet No. 4.20

PART V CONTRACT AND ENFORCEMENT REGULATIONS

- 5.1 <u>CUTOFF REGULATIONS</u> Bills for service are payable monthly, unless otherwise stated in rate schedules, and are considered delinquent after the expiration of twenty (20) days from the date of mailing or delivery by the utility. If not paid at the Company's office or other designated place by the delinquent date, the Company at any time thereafter may suspend service after giving five (5) day's written notice to the customer of such delinquency and of the Company's intention to discontinue service. Such written notice will be separate and apart from any bill for service. If the amount due remains unpaid after suspension of service, the Company may treat the contract as canceled and at an end.
- 5.2 <u>EXTENSION OF TIME FOR PAYMENT OF BILL</u> The Company may, however, extend the time for paying any one or more bills, or any part thereof, and its action in so doing shall be without prejudice to its rights thereafter to suspend service as provided in these rules; and by so doing, the Company shall not be held or considered as waiving its rights or its option thereafter to suspend service and/or treat the contract as canceled and at an end.
- 5.3 <u>RESTORATION-RECONNECTION CHARGE</u> When the service of a Customer has been discontinued after violation of rules, all amounts due for service up to the date of discontinuance thereof shall become due and must be paid before service will be reconnected and the Company shall require the Customer to pay a restoration charge before reconnecting. The restoration charge shall be determined as follows:

(1) \$60.00 if the service is restored at the meter during normal business hours.

(2) \$80.00 if the service is restored at the meter after hours.

\$100.00 if the service is restored because of an inaccessible meterA \$29.00 Reconnection Charge will be made for the reconnection of service after disconnection for nonpayment or violation of a rule or regulation.

- 5.4 <u>PREMISE_FIELD_VISIT_CHARGE</u> Whenever payment for service is delinquent and a field visit service representative is <u>made</u> required to a <u>call at the Customer's customer's</u> premise, and service is not suspended, a <u>\$31.00</u>\$30.00 fee shall be charged will be added to a customer's bill for electric service. If service is disconnected, or a current receipt of payment is shown at the time of the field visit, this charge will not be applied.
- 5.5 <u>FAULTY WIRING ON CUSTOMER'S PREMISES</u> The Company reserves the right to disconnect from its lines, or to refuse to connect to its lines, any Customer or applicant whose wiring is not in accordance with standard good practice; however, the Company does not assume any responsibility for installation or maintenance inspection of Customer's wiring or installation.
- 5.6 <u>MEDICALLY ESSENTIAL SERVICE</u> For purposes of this section, a Medically Essential Service Customer is a residential customer whose electric service is medically essential, as affirmed through the certificate of a doctor of medicine licensed to practice in the State of Florida. Service is "medically essential" if the customer has continuously operating electric-powered medical equipment necessary to sustain the life of or avoid serious medical complications requiring immediate hospitalization of the customer or another permanent resident at the service address. The Physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of electric service is medically essential, and shall be in the form of Form no. 35, and shall be consistent with the requirements of the Company's tariff. A customer who is certified as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The Company may require certification no more frequently than 12 months.

The Company shall provide Medically Essential Service Customers with a limited extension of time, not to exceed thirty (30) days, beyond the date service would normally be subject to disconnection for non- payment of bills (following the requisite notice pursuant to Rule 25-6.105(5) of the Florida Administrative Code). The Company shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension. The Medically Essential Service

ISSUED BY: Charles S. Boyett<u>Tiffany Cohen</u> EFFECTIVE: March 29, 2019

Section No. IV Eleventh Revised Sheet No. 4.21 Canceling Tenth Revised Sheet No. 4.21

(Continued)

Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for service provided by the Company and for which payment is past due, or to make other arrangements for meeting medically essential needs.

No later than 12 noon one day prior to the scheduled disconnection of service of a MedicallyEssential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other adult resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4 p.m. of the day prior to scheduled disconnection. If contact is not made, however, the Company may leave written notification at the residence advising the Medically Essential Service Customer of the scheduled disconnect date; thereafter, the Company may disconnect service on the specified date. The Company will grant special consideration to a Medically Essential Service Customer in the application of Rule 25- 6.097(3) of the Florida Administrative Code.

In the event that a customer is certified as a Medically Essential Customer, the customer shall remain solely responsible for any backup equipment and/or power supply and a planned course of action in the event of a power outage. The Company does not assume, and expressly disclaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service; to insure continuous service; to call, contact, or otherwise advise of service interruptions; or, except expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operations of the Company.

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Section No. IV <u>Eighth-Ninth</u> Revised Sheet No. 4.22 Canceling EighthSeventh Revised Sheet No. 4.22

SECTION-PART VI UNDERGROUND DISTRIBUTION FACILITIES

6.1 The following words and terms, when used in these Rules, shall have the meaning indicated:

<u>APPLICANT</u> - Any person, partnership, association, corporation, or governmental agency controlling or responsible for the development of a new subdivision or dwelling unit, commercial project or individual enterprise and applying for the construction of underground electric distribution facilities.

BACKBONE – The distribution system, excluding feeder and that portion of the service lateral which is on the lot being served by that service lateral.

<u>BUILDING</u> - Any structure, within a subdivision, designed for residential occupancy and containing less than five (5) individual dwelling units, excluding a townhouse unit.

<u>CABLE IN CONDUIT SYSTEM</u> – Underground residential distribution systems where all underground primary, secondary, service, and street light conductors are installed in direct buried conduit. Other facilities associated with cable in conduit, such as transformers, may be above ground.

COMMISSION - The Florida Public Service Commission.

<u>COMPANY</u> – Gulf Power Company

<u>DISTRIBUTION SYSTEM</u> - Electric service facilities consisting of primary and secondary conductors, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

<u>DWELLING UNIT</u> – A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

<u>FEEDER MAIN</u> - A three-phase primary installation, including switches, which serves as a source for primary laterals and loops through suitable overcurrent devices.

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

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

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

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

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

<u>SERVICE LATERAL</u> - The entire length of underground service conductors and conduit between the distribution source, including any risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the Service Entrance Conductors in a terminal or meter box outside the building wall.

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

<u>SUBDIVISION</u> - The tract of land which is divided into five (5) or more building lots or upon which five or more separate dwelling units are to be located, or the land on which is to be constructed new multiple-occupancy buildings.

ISSUED BY: Tiffany Cohen

EFFECTIVE: August 6, 2020

Section No. IV Fifth Revised Sheet No. 4.23 Canceling Fourth Revised Sheet No. 4.23

TRENCH MILE - The length of trench in miles required for underground primary cables.

<u>TOWNHOUSE</u> - A one-family dwelling unit of a group such that units are separated only by fire walls. Each townhouse unit shall be constructed upon a separate lot and serviced with separate utilities and shall otherwise be independent of one another.

6.2 GENERAL

6.2.1 Application

Underground electric distribution facilities may be offered in lieu of overhead facilities in accordance with these Rules and Regulations.

- (a) New Residential Subdivisions (SECTION 6.3)
- (b) New Service Laterals from Overhead Systems (SECTION 6.4)
- (c) Replacement of Existing Overhead and Underground Service Laterals (SECTION 6.5)
- (d) New Multiple-Occupancy Buildings (SECTION 6.6)
- (e) Installation of Underground Electric Distribution Facilities for New Construction (SECTION 6.7)
- (f) Installation of Underground Electric Distribution Facilities for Conversion of Overhead Electric Distribution Facilities (SECTION 6.8)
- (g) Installation of Underground Electric Distribution Facilities to Small Commercial/Industrial Customers (SECTION 6.9)

6.2.2 Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. It is the Applicant's responsibility to insure that close cooperation is maintained with the Company throughout the planning and construction stages by the architect, the builder, and the consulting engineers to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company.

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Agreement for Underground Construction Standards under Standard Contract Forms. Failure to execute said agreement within 180 days after the delivery by Gulf Power Company of a binding cost estimate shall result in forfeiture of the deposit made. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause Gulf may extend the 180-day time limit. Upon execution of the Agreement for Underground Construction Standards, payment in full of the differential cost specified in the binding cost estimate, and compliance with the requirements of this tariff, Gulf shall proceed to install the facilities identified in a timely manner.

As a condition precedent to the conversion of any overhead distribution facilities, the Company may require that the Applicant obtain executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide Gulf with a copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensee will coordinate the conversion with Gulf and other licensees in a timely manner so as to not create unnecessary delays. Failure to present to Gulf Power Company executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost agreement to the Applicant shall result in forfeiture of the deposit paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, the return of any differential cost paid less any actual cost incurred, and the termination of any Agreement For Underground Construction Standards entered into between the Applicant and Gulf Power Company.

6.2.3 Changes to Plans

The Applicant shall pay for all additional costs imposed on the Company by the Applicant including, but not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to the agreement in the subdivision layout or finalgrade.

Section No. IV Eighth Revised Sheet No. 4.24 Canceling Seventh Revised Sheet No.4.24

6.2.4 Underground Installations Not Covered

Where the Applicant requests or government ordinance mandates underground electric facilities including, but not limited to, three phase primary feeder mains, transformers, pedestal mounted terminals, switching equipment, meter cabinets, service laterals, or other electrical facilities not specifically covered by these Rules and Regulations, or in areas where the terrain, loads, and/or equipment are not typical, and where overhead facilities would otherwise normally be provided, the Applicant shall pay the Company the differential installed cost between the underground facilities and the equivalent overhead facilities as calculated by the Company. The Applicant shall also provide the necessary rights of way and easements as given in Section6.2.7.

6.2.5 Type of System Provided

The costs quoted in these rules are for underground residential distribution service laterals, secondary and primary conductors of standard Company design with cable in conduit and above-grade appurtenances. Unless otherwise stated, service provided will be 120/240 volt, single phase. If other types of facilities other than standard Company design are requested by the Applicant or required by governmental authority, the Applicant will pay the additional costs, as calculated by the Company, if any. All service laterals and secondary and single phase primary conductors shall be underground. Appurtenances such as transformers, pedestal-mounted terminals, switching equipment, and meter cabinets may be placed above ground. Feeder mains required within a subdivision may be overhead if the Applicant and the Company determine that the additional cost of underground is not justified for that particular location, unless otherwise required by governmental authority, in which case the differential cost will be borne by the Applicant or governmental authority.

6.2.6 Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service.

6.2.7 Rights of Way and Easements

The Company shall construct, own, operate, and maintain distribution facilities only along easements, public streets, roads, and highways which the Company has legal right to occupy. The Applicant shall record and furnish satisfactory rights of way and easements, including legal descriptions or such easements and all survey work associated with producing legal descriptions of such easements, as required by and at no cost to the Company prior to the Company initiating construction.

Before the Company will start construction, these rights of way and easements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners, survey control points, and at transformer locations, graded to within six (6) inches of final grade, with soil stabilized, at no cost to the Company. In addition, the Applicant shall provide stakes showing final grade along the easement. Such clearing and grading must be maintained by the Applicant during construction by the utility. Should paving, grass, landscaping, or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching, backfilling, and restoring the paving, grass, landscaping, and sprinkler systems to their original condition.

6.2.8 <u>Contributions and Credits</u>

The Applicant shall pay the required contribution upon receipt of written notification from the Company. No utility construction shall commence prior to completion of a written agreement and payment in full of the entire contribution. Where, by mutual agreement, the Applicant performs any of the work normally performed by the Company, the Applicant shall receive a credit for such work in accordance with the credit amounts contained herein, provided that

- a) The work is in accordance with Company specifications.
- b) The credits shall not exceed the total differential costs.
- c) The Applicant agrees to pay the Company costs associated with estimating the work to be performed by the Applicant, representing the cost of time to review and inspect the Applicant's work.
- d) The credit will be granted after the work has been inspected by the Company and, in the case of Applicantinstalled conduit, after the applicable conductors have been installed.
- e) The Company will assume ownership and maintain the completed distribution facilities, once they are determined to meet Company specifications and/or installation of cable in Applicant-installed conduit.

Section No. IV <u>Seventeenth Eighteenth</u> Revised Sheet No. 4.25 Canceling <u>Seventeenth Sixteenth</u> Revised Sheet No. 4.25

f) The Applicant agrees to rectify any deficiencies found by the Company prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to the Company's distribution system. Furthermore, the deficiencies must be corrected in a timely manner or the Company shall construct the system improvement using overhead facilities and the Applicant will have to pay the cost of such improvement and the cost of its removal before the corrected underground facilities will be connected.

Before commencing any work on the Company's behalf, the Applicant should submit Agreement for Underground Construction Standards (<u>Section VII</u>Form 9a, under Standard Contract forms) to the Company.

6.2.9 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. The Applicant shall provide accessible locations for meters when the design of a dwelling unit or its appurtenances limits perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

6.2.10 Special Conditions

The costs quoted in these rules are based on conditions which permit employment of rapid construction techniques. The Applicant shall be responsible for necessary additional hand digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, boulder and large rock removal, stump removal, paving, and addressing other special conditions. Should paving, grass, landscaping or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching and backfilling and be responsible for restoration of property damaged to accommodate the installation of underground facilities.

6.2.11 Point of Delivery

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The point of delivery to the building shall be determined by the Company and normally will be at the point of the building nearest the point at which the underground secondary system is available to the property to be served. When a location for a point of delivery different from that designated by the Company is requested by the Applicant, and approved by the Company, the Applicant shall pay the estimated full cost of service lateral length, including labor and materials, required in excess of that which would have been needed to reach the Company's designated point of service. The additional cost per trench foot is \$13.299.61. Where an existing trench with existing conduit is utilized, the additional cost per trench foot is \$6.245.65. Where the Applicant provides the trenching and installs Company provided conduit according to Company specifications and backfilling, the cost per additional trench foot is \$6.245.65. Any re-designationpoint of delivery change requested by the Applicant shall conform to good safety and construction practices as determined by the Company. Service laterals shall be installed, where possible, in a direct line to the point of delivery.

6.2.12 Location of Meter Socket & Service Entrance Facilities

The Applicant shall install a meter enclosure and downpipe to accommodate the Company's service lateral conductors at the point designated by the Company. These facilities will be installed in accordance with the Company's specifications and all applicable codes.

6.2.13 Relocation or Removal of Existing Facilities

If the Company is required to relocate or remove existing facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant, as follows:

- a) For removal of existing facilities, these costs will include the costs of removal, the in-place value (less salvage) of the facilities so removed and any additional costs due to existing landscaping, pavement or unusual conditions.
- b) For relocation of existing facilities, these costs will include the costs of relocation of reusable equipment, costs of removal of equipment that cannot be reused, costs of installation of new equipment, and any additional costs due to existing landscaping, pavement or unusual conditions.

6.2.14 Development of Subdivisions

The above charges are based on reasonably full and timely use of the land being developed. Where the Company is required to construct underground electric facilities through a section or sections of the subdivision or development where, in the opinion of the Company, service will not be required for at least two years, the Company may require a deposit from the Applicant before

Section No. IV Twenty-First Revised Sheet No. 4.26 Canceling Twentieth Revised Sheet No.4.26

construction is commenced. This deposit, to guarantee performance, will be based on the estimated total cost of such facilities rather than the differential cost. The amount of the deposit, without interest, in excess of any charges for underground service will be returned to the applicant on a pro-rata basis at quarterly intervals on the basis of installations to new customers. Any portion of such deposit remaining unrefunded, after five years from the date the Company is first ready to render service from the extension, will be retained by the Company.

6.2.15 Service Lateral Conductor

All residential Tariff charges are based on a single service conductor installed in a single 2" conduit, limited to a maximum size of 4/0 triplex. All parallel services, or any single services requiring service conductor larger than 4/0 triplex, require additional charges determined by specific cost estimate.

6.2.16 Damage to Company's Equipment

The Applicant shall be responsible to ensure that the Company's distribution facilities once installed, are not damaged, destroyed, or otherwise disturbed during the construction of the project. This responsibility shall extend not only to those in his employ, but also to his subcontractors. Should damage occur, the Applicant shall be responsible for the full cost of repairs.

6.3 UNDERGROUND DISTRIBUTION FACILITIES FOR NEW RESIDENTIAL SUBDIVISIONS

6.3.1 <u>Availability</u>

After receipt of proper application and compliance by the Applicant with applicable Company rules and procedures, the Company will install underground distribution facilities to provide single phase service to new residential subdivisions of five (5) or more building lots.

6.3.2 Contribution by Applicant

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

1.	Where density is 6.0 or more dwelling units per acre:	Applicant's <u>Contribution</u>
	Buildings that do not exceed four units, townhouses, and mobile homes – per service lateral.	\$0.00
2.	Where density is 0.5 or greater, but less than 6.0 dwelling units per	
2.	acre: Buildings that do not exceed four units, townhouses, and mobile homes – per service_lateral	\$0.00

Where the density is less than 0.5 dwelling units per acre, or the Distribution System is of non-standard design, individual cost estimates will be used to determine the differential cost as specified in Paragraph 6.2.5.

Additional charges specified in Paragraphs 6.2.10 and 6.2.11 may also apply.

b) The above costs are based upon arrangements that will permit serving the local underground distribution system within the subdivision from overhead feeder mains. If feeder mains within the subdivision are deemed necessary by the Company to provide and/or maintain adequate service and are required by the Applicant or a governmental agency to be installed underground, the Applicant shall pay the Company the average differential cost between such underground feeder mains within the subdivision and equivalent overhead feeder mains, as determined by the Company in accordance with Paragraph 6.2.5.

Section No. IV <u>Ninth-Tenth</u> Revised Sheet No. 4.26.1 Canceling <u>NinthEighth</u> Revised Sheet No.4.26.1

\$666.57529.95

\$647.09590.28

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

\$ 2.15<u>3.66</u>
\$ 3.00 6.35
\$4 <u>.659.46</u>

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

Density less than 6.0 dwelling units per acre: Density 6.0 or greater dwelling units per acre:

6.3.3 Contribution Adjustments

GULF POWER COMPANY

a) Credits will be allowed to the Applicant's contribution in Section 6.3.2. where, by mutual agreement, the Applicant provides all trenching and backfilling for the Company's distribution system, excluding feeder, and installs Company-provided conduit:

			Credit to Applicant's Cor	itribution
	1.	Where density is 6.0 or more dwelling units per acre:	Backbone	<u>Service</u>
		Buildings not exceeding four units, townhouses, and mobile homes - per service lateral.	\$ 166.66 <u>103.58</u> \$ 240.90<u>149.72</u>	
	2.	Where density is 0.5 or greater, but less than 6.0 dwelling units per acre:		
		Buildings not exceeding four units, townhouses, and mobile homes, per service lateral	\$ 303.99<u>188.93</u> \$337.25<u>209.61</u>	
b) Credits will be allowed to the Applicant's contribution in Section 6.3.2. where, by mutual agreement, the Applicant purchases Company-specified conduit excluding feeder. This credit is:				
	1.	Where density is 6.0 or more dwelling units per acre:		
		Buildings not exceeding four units, townhouses,	Backbone	<u>Service</u>
		and mobile homes - per service lateral.	\$29.53	\$15.26
	2.	Where density is 0.5 or greater, but less than 6.0 dwelling units per acre - per service lateral.	\$69.39	\$37.89
		will be allowed to the Applicant's contribution in Section 6.3.2, where, by mutual agreement npany instructions:	nt, the Applicant in accor	dance
c)	pro	vides a portion of trenching and backfilling for the Company's facilities (per foot of trenc installs a portion of Company-provided PVC conduit (per foot of conduit) for 2" PVC: for larger than 2" PVC:		\$4 <u>.82</u> 2.99 \$ 7.20 3.12
d)	pur	chases a portion of Company-specified PVC conduit (per foot of conduit) for 2" PVC: for larger than 2" PVC:		\$0.45 \$1.20

		Section No. IV <u>Ninth-Tenth</u> Revised Sheet N <u>NinthEighth Revised Sheet N</u>	
e)	installs a Company-provided primary splice box (per box):		\$ 75.61<u>150.26</u>
f)	installs a Company-provided concrete pad for a pad-mounted transfo	rmer (per pad):	\$ 306.33<u>139.58</u>
	6.4 UNDERGROUND SERVICE LATERALS FROM OVE		JTIONSYSTEMS
6.4.1.	<u>New Underground Service Laterals</u> When requested by the Applicant, the Company will install undergrou constructed residential buildings containing less than five separate dv		ad systems to newly
6.4.2	4.2 <u>Contribution by Applicant</u> The Applicant shall pay the Company the following differential cost between an overhead service and an underground service lateral, as follows, for buildings that do not exceed four units, townhouses, and mobile homes:		
			Applicant's <u>Contribution</u>
	a)per service lateral (includes service riser installat	ion)	\$ 717.70 759.03
	Additional charges specified in Paragraphs 6.2.10 and 6.2.11 may a beyond the boundaries of the property being served will be subject t cost estimates.		
6.4.3.	6.4.3. <u>Contribution Adjustments</u> Credit will be allowed to the Applicant's contribution in Section 6.4.2 where, by mutual agreement, the Applicant provides trenching and backfilling for the Company's facilities or the Applicant installs Company-provided conduit per Company specifications. For buildings that do not exceed four units, townhouses, and mobile homes, this credit is:		
			Credit To Applicant's <u>Contribution</u>
	Trenching and backfilling, plus Installing conduit (2" PVC) - per Installing conduit (Larger than 2" PVC) - per Purchasing conduit (2" PVC) - per Purchasing conduit (Larger than 2" PVC) - per	foot	\$4 <u>.822.99</u> \$ 7.203.12 \$0.45 \$1.20
6.5 UNDERGROUND SERVICE LATERALS REPLACING EXISTING RESIDENTIAL OVERHEAD AND UNDERGROUND SERVICES			
6.5.1	<u>Applicability</u> When requested by the Applicant, the Company will install undergrou replacements for existing overhead and underground services to exis individual dwelling units.		
ISSUED BY: Tiffany Cohen EFFECTIVE: August 6, 2020			

Section No. IV <u>Third-Fourth</u> Revised Sheet No. 4.26.3 Canceling <u>Third</u> Second-Revised Sheet No. 4.26.3

6.5.2 Rearrangement of Service Entrance

The Applicant shall be responsible for any necessary rearranging of his existing electric service entrance facilities to accommodate the proposed underground service lateral in accordance with the Company's specifications.

6.5.3 Trenching and Conduit Installation

The Applicant shall also provide, at no cost to the Company, a suitable trench, perform the backfilling and any landscape, pavement or other similar repairs and install Company provided conduit according to Company specifications. When requested by the Applicant and approved by the Company, the Company may supply the trench and conduit and the Applicant shall pay for this work based on a specific cost estimate. Should paving, grass, landscaping or sprinkler systems need repair or replacement during construction, the Applicant shall be responsible for restoring the paving, grass, landscaping or sprinkler systems to the original condition.

6.5.4 Contribution by Applicant

a)	The charge per service lateral replacing an existing Company-owned overhead service for any density shall be:	Applicant's <u>Contribution</u>
	1. Where the Company provides an underground service lateral	\$ 717.70 759.03
b)	The charge per service lateral replacing an existing Company-owned overhead service for any density shall be:	
	1. Where the service is from an overhead system:	\$ 811.96 921.12
	2. Where the service is from an underground system:	\$ 1,021.14<u>1,193.05</u>
c)	The charge per service lateral replacing an existing Customer-owned underground service lateral from an overhead system for any density shall be:	\$ 301.06<u>549.42</u>
d)	The charge per service lateral replacing an existing Customer-owned underground service lateral from an underground system for any density shall be:	\$ 136.69 <u>320.35</u>

The above charges include conversion of the service lateral from the last Company pole to the meter location. Removal of any other facilities such as poles, down guys, spans of secondary, etc. will be charged based on specific cost estimates for the requested additional work.

6.6 UNDERGROUND DISTRIBUTION TO MULTIPLE-OCCUPANCY RESIDENTIALBUILDINGS

6.6.1 Availability

After receipt of proper application and compliance by the Applicant with applicable Company rules and procedures, the Company will install underground distribution facilities within that tract of land upon which multiple-occupancyresidential buildings containing five (5) or more separate dwelling units will be constructed.

6.6.2 Contribution by Applicant

When feeder mains on tracts of land upon which multiple-occupancy buildings will be constructed are deemed necessary by the Company to provide and/or maintain adequate service, an underground installation is requested by the Applicant, or required by a governmental agency having the authority so to do, the Applicant shall contribute the differential costs provided in Section 6.3.2.b) and 6.3.3.c). Service for new multiple-occupancy residential buildings will be constructed underground within the property to be

Section No. IV Tenth Revised Sheet No. 4.27 Canceling Ninth Revised Sheet No. 4.27

served to the point of delivery at or near the building by the Company at no charge to the Applicant (other than feedermains), provided the Company is free to construct its service extension or extensions in the most economical manner and reasonably full use is made of the tract of land upon which the multiple-occupancy buildings will be constructed. Other conditions will require special arrangements.

6.6.3 Responsibility of Applicant

The Applicant shall, at no cost to the Company:

- a) Furnish details and specifications of the proposed building or complex of buildings. The Company will use these in the design of the electric distribution facilities required to render service.
- b) Where the Company determines that transformers are to be located outside the building, the Applicant shall provide in accordance with Company specifications:
 - 1) The space for padmounted equipment at or near the building, and protective devices for such equipment, if required.
 - 2) The service entrance conductors and raceway from the Applicant's service equipment to the point of delivery designated by the Company at or near the building.
 - 3) Conduits underneath all buildings when required for the Company's supply cables. Such conduits shall extend five feet beyond the edge of the buildings for joining to the Company's facilities.
- c) Provide proper easements, including the right of ingress and egress for the installation, operation and maintenance of the Company's facilities.
- d) Ensure that the metering enclosures are appropriately marked with the same alphabetic or numeric designation used to identify the service address. Such markings shall be of a permanent nature.

6.6.4 Responsibility of the Company

The Company will:

- a) Provide the Applicant with the Company's plans to supply the proposed building or complex of buildings, and specifications for the facilities to be provided by the Applicant.
- b) Furnish and install the primary or secondary conductors from existing or proposed facilities adjoining the property to the point of delivery, together with the ducts, if required, outside the building.
- c) Furnish and install the necessary transformers and associated equipment located outside the_building.
- d) Be solely responsible for the installation, operation and maintenance of all of its facilities.

6.6.5 Service Voltages

The Company will supply service at one of the several secondary voltages available as mutually agreed upon between the Applicant and the Company.

6.6.6 Meter Sockets and Service Entrance Facilities

The Applicant shall install service entrance facilities including meter sockets or suitable facilities for installation of the Company's meters at a location suitable to the Company. Meter sockets of facilities for installation of the Company's meters shall be a type and manufacture approved by the Company.

Section No. IV Tenth Revised Sheet No. 4.27.1 Canceling Ninth Revised Sheet No. 4.27.1

6.7 INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR NEW CONSTRUCTION

This section of the tariff applies to either requests for new or upgraded facilities, or requests to convert overhead electric distribution facilities. Nothing herein shall alter the charges or provisions outlined in sections 6.3, 6.4, 6.5, or 6.6 of this tariff.

6.7.1 Definitions

<u>Applicant</u> – Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

<u>Conversion</u> – Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

Distribution System

Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

6.7.2 <u>Application</u>

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will constitute new construction, other than those requests covered by sections 6.3, 6.4, .5, 6.6, and 6.8 of this tariff. Any Applicant may submit a request as follows. Requests shall be in writing and must specify in detail the proposed facilities that the Applicant desires to be installed as underground electric distribution facilities in lieu of overhead electric distribution facilities. Upon receipt of a written request the Company will determine the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount. Where system integrity would be compromised by the delay of a system improvement due to the time allowances specified below, said time allowances shall be reduced such that all terms and conditions of this tariff must be met 30 days prior to the date that construction must begin to allow the underground facility to be completed and operable to avert a system compromise.

6.7.3 Contribution-In-Aid-of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, the Company shall prepare a binding cost estimate specifying the contribution-in-aid-of-construction (CIAC) required for the installation of the requested underground distribution facilities in addition to any CIAC required for facilities extension, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Agreement for Underground Electric Construction by the Utility. The CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Agreement for Underground Electric distribution by the Utility and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by the Company.

The charge to be paid by the Applicant for underground facilities pursuant to the contractual agreement shall be determined as follows:

CIAC =

+

Construction costs for the underground distribution facilities, including the

- underground service lateral(s) to the meter(s) of the customer(s)
- The net present value of the operating cost over the expected life of the underground facilities;
- The estimated construction cost to build new overhead facilities including the service drop(s) to the meter(s) of the customer(s)
- The net present value of the operating cost over the expected life of the overhead facilities.

6.7.4 <u>Non-Refundable Deposits</u>

A deposit must be paid to the Company, along with a completed copy of Application for Underground Cost Estimate in Standard Contract Forms to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Agreement for Underground Electric Construction by the Utility.

Section No. IV Tenth Revised Sheet No. 4.27.1.1 Canceling Ninth Revised Sheet No. 4.27.1.1

(continue from 4.27.1)

If the request for underground electric distribution facilities involves less than 250 proposed trench feet then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply. Otherwise, the non-refundable deposit for a binding cost estimate, which approximates the engineering costs for underground facilities associated with preparing the requested estimate, shall be calculated as follows:

Conversion

Urban Commercial	\$5,227 per overhead primary mile
Urban Residential	\$8,510 per overhead primary mile
Rural Residential	\$6,905 per overhead primary mile
210 Lot Subdivision	\$6,550 per overhead primary mile
176 Lot Subdivision	\$11,452 per overhead primary mile

6.7.5 Non-Binding Cost Estimates

An Applicant may obtain a non-binding estimate of the charges the Applicant would be obligated to pay in order for the Company to provide underground distribution facilities. This non-binding estimate will be provided to the Applicant without any charge or fee upon completion of the Application for Underground Cost Estimate set forth in Standard Contract Forms.

6.7.6 Underground Distribution Facilities Installation Agreement

Any Applicant seeking the installation of underground distribution facilities shall execute the Application for Underground Cost Estimate in Standard Contract Forms. The Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the Agreement and pay the CIAC specified in the agreement within the 180-day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause the Company may extend the 180-day time limit. Upon execution of the Application for Underground Cost Estimate in Standard Contract Forms, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, the Company shall proceed to install the facilities identified in a timely manner.

6.7.7 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Agreement for Underground Electric Construction by the Utility, the Applicant shall provide to the Company and record, at no cost to the Company, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by the Company to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Agreement for Underground Electric Construction by the Utility entered into between the Applicant and the Company. Before the Company will commence construction, those rights of way and easements, contained within the boundaries of a development for which the underground electric distribution facilities are to be installed for new service, shall be staked to show property corners, transformer locations, and survey control points, graded to within six inches of final grade, with soil stabilized, and also staked to show the final grade along the easement.

6.7.8 Early Notification and Coordination

In order for the Company to provide service when requested, it is necessary that the Applicant notify the Company during the early stages of major project planning. In matters requiring new service extensions close coordination is necessary throughout the planning and construction stages by the Company, the architect, the builder, the subcontractors and the consulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant being responsible for any additional costs incurred by the Company as a result of said failure.

Section No. IV Tenth Revised Sheet No. 4.27.2 Canceling Ninth Revised Sheet No. 4.27.2

(continue from 4.27.1.1)

6.7.9 Changes to Plans, Layout or Grade

The Applicant shall pay for any additional costs incurred by the Company due to changes in the development layout or final grade made by the Applicant subsequent to the development layout or final grade information supplied to the Company for the preparation of the binding cost estimate.

6.7.10 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. Where construction is for the purpose of new service the Applicant shall provide accessible locations for meters when the design of a building or its appurtenances limit perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

6.7.11 Other Terms and Conditions

The Applicant agrees to the following:

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

b) The Applicant shall indemnify the Company from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;

c) The Applicant shall clear easements provided to the Company of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with the Company's construction schedule.

6.7.12 <u>Type of System Provided</u>

An underground distribution system will be provided in accordance with the Company's current design and construction standards.

6.7.13 Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service. The Applicant may, subject to a contractual agreement with the Company, construct and install all or a portion of the underground distribution facilities provided that:

- a) such work meets the Company's construction standards;
- b) the Company will own and maintain the completed distribution facilities;
- c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;
- d) the Applicant agrees to pay Company's current applicable hourly rate for engineering personnel for all time spent reviewing and inspecting the Applicants work done; and
- e) the Applicant agrees to rectify any deficiencies found by the Company prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to the Company's distribution system. Furthermore, the deficiencies must be corrected in a timely manner or the Company shall perform the construction using overhead facilities and the Applicant will be responsible for paying the cost of installing the overhead facilities and the cost of their removal before the corrected underground facilities will be connected.

6.7.14 Meter Sockets and Service Entrance Facilities

The Applicant shall install service entrance facilities including meter sockets or suitable facilities for installation of the Company's meters at a location suitable to the Company. Meter sockets or facilities for installation of the Company's meters shall be of a type and manufacture approved by the Company.

ISSUED BY: Tiffany Cohen

EFFECTIVE: August 6, 2020

Section No. IV Twelfth Revised Sheet No. 4.28 Canceling Eleventh Revised Sheet No. 4.28

6.8 INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR THE CONVERSION OF **OVERHEAD ELECTRIC DISTRIBUTION FACILITIES**

6.8.1 Definitions

Applicant - Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

Conversion - Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

Distribution System

Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

6.8.2 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will be substituted for existing overhead electric distribution facilities. Any person, corporation, or entity capable of complying with the requirements of this tariff may submit a request as follows. Requests shall be in writing and must specify in detail the overhead electric distribution facilities to be converted or the area to be served by underground electric distribution facilities in lieu of presently existing overhead electric distribution facilities serving said area. Upon receipt of a written request, the Company will determine the feasibility of converting the existing facilities, any necessary revisions to this written request, and the non- refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount. In addition, in order for the Company to take action pursuant to a request for conversion:

- the conversion area must be at least two contiguous city blocks or 1,000 feet in length; (1)
- (2) all electric services on both sides of the existing overhead primary lines must be part of the conversion;
- and
- (3) all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

6.8.3 Contribution-In-Aid-of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, the Company shall prepare a binding cost estimate specifying the contribution in aid of construction (CIAC) required for the installation of the requested underground distribution facilities, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Application for Underground Service in an Overhead Area. The CIAC amount to be collected pursuant to a binding cost estimate from an Applicant shall not be increased by more than 10 percent of the binding cost estimate to account for actual costs incurred in excess of the binding cost estimate. However, the CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Application for Underground Service in an Overhead Area, and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by the Company.

The CIAC to be paid by an Applicant under this section of the tariff shall be the result of the following formula:

CIAC =

- The estimated cost to install the requested underground facilities;
- The estimated cost to remove the existing overhead facilities;
- The net book value of the existing overhead facilities;
- The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities
- The estimated salvage value of the existing overhead facilities to be removed
- + The 30-year net present value of the estimated underground versus overhead operational costs differential

Section No. IV Twelfth Revised Sheet No. 4.28.1 Canceling Eleventh Revised Sheet No. 4.28.1

(continue form 4.28)

6.8.4 Non-Refundable Deposits

A deposit must be paid to the Company, along with a completed copy of Application for Underground Cost Estimate in Standard Contract Forms to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Agreement for Underground Electric Construction by the Utility. If the request for underground electric distribution facilities involves less than 250 proposed trench feet then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply. Otherwise, the non-refundable deposit for a binding cost estimate, which approximates the engineering costs for underground facilities associated with preparing the requested estimate, shall be calculated as follows:

Conversion

Urban Commercial	\$5,227 per overhead primary mile
Urban Residential	\$8,510 per overhead primary mile
Rural Residential	\$6,905 per overhead primary mile
210 Lot Subdivision	\$6,550 per overhead primary mile
176 Lot Subdivision	\$11,452 per overhead primary mile

6.8.5 Non-Binding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. An Underground Facilities Conversion Agreement may not be executed on the basis of a non-binding cost estimate.

6.8.6 Underground Facilities Conversion Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Agreement for Underground Construction Standards set forth in Standard Contract Forms. Failure to execute said agreement within 180 days after the delivery by the Company of a binding cost estimate shall result in forfeiture of the deposit made. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause Gulf may extend the 180-day time limit. Upon execution of the Agreement for Underground Construction Standards, payment in full of the differential cost specified in the binding cost estimate, and compliance with the requirements of this tariff, the Company shall proceed to install the facilities identified in a timely manner. However, new service extensions, maintenance and reliability projects, and service restorations shall take precedence over facilities conversions.

6.8.7 Simultaneous Conversion of Other Pole Licensees

As a condition precedent to the conversion of any overhead distribution facilities, the Company may require that the Applicant obtain executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide Gulf with a copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensee will coordinate the conversion with Gulf and other licensees in a timely manner so as to not create unnecessary delays. Failure to present to Gulf Power Company executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost agreement to the Applicant shall result in forfeiture of the deposit paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, the return of any differential cost paid less any actual cost incurred, and the termination of any Agreement For Underground Construction Standards entered into between the Applicant and Gulf Power Company.

6.8.8 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Agreement for Underground Electric Construction by the Utility, the Applicant shall provide to the Company and record, at no cost to the Company, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by the Company to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth

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Section No. IV <u>Twelfth-Thirteenth</u> Revised Sheet No.4.28.1.1 Canceling TwelfthEleventh Revised Sheet No.4.28.1.1

(continue form 4.28.1)

above within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Agreement for Underground Electric Construction by the Utility entered into between the Applicant and the Company. Before the Company will commence construction, those rights of way and easements, contained within the boundaries of a development for which the underground electric distribution facilities are to be installed for new service, shall be staked to show property corners, transformer locations, and survey control points, graded to within six inches of final grade, with soil stabilized, and also staked to show the final grade along the easement.

6.8.9 Affected Customer Services

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the conversion of the Company's distribution facilities which are made necessary as a result of the conversion. The Applicant shall be responsible for arranging the conversion of affected residential overhead customer service facilities by providing, at no cost to the Company:

- any necessary rearranging of the customer's existing electric service entrance facilities to accommodate an underground service lateral through the use of a licensed electrical contractor, in accordance with all local ordinances, codes, and Company specifications; and
- b) a suitable trench, install Company provided conduit according to Company specifications to a point designated by the Company, and perform the backfilling and any landscape, pavement or other similar repairs

The Company shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's binding cost estimate. In the event a customer does not allow the Applicant to convert the customer's affected overhead services, or the Applicant fails to comply with the above requirements in a timely manner consistent with the Company's conversion construction schedule, then the Applicant shall pay the Company, in addition to the CIAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop. The cost for maintaining an overhead service drop from an underground system shall be:

- a) the sum of \$717.70759.03 for residential dwellings containing less than five individual units; or,
- b) the estimated cost to maintain service for residential dwellings containing five or more units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, pavement or other similar repairs and installation of Company provided conduit, according to Company specifications, necessary to bring existing underground service laterals of affected customers to a Company designated pedestal or transformer. The Company will install the necessary cable, the cost of which shall be included in the binding cost estimate. However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with section 6.5 of the Company's tariff.

The Applicant's responsibilities for modifications to the service facilities of non-residential customers affected by the conversion of the Company's distribution facilities which are made necessary as a result of the conversion will be specified in an attachment to any Application for Underground Service in an Overhead Area.

6.8.10 <u>Other Terms and Conditions</u> The Applicant agrees to the following:

me Applicant agrees to the following.

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

Section No. IV Twelfth Revised Sheet No.4.28.1.2 Canceling Eleventh Revised Sheet No.4.28.1.2

(continue from 4.28.1.1)

- b) The Applicant shall indemnify the Company from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to remove existing facilities or to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;
- c) The Applicant shall clear easements provided to the Company of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with the Company's construction schedule.

6.8.1 <u>Type of System Provided</u>

An underground distribution system will be provided in accordance with the Company's current design and construction standards.

6.8.2 Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service. The Applicant may, subject to a contractual agreement with the Company, construct and install all or a portion of the underground distribution facilities provided that:

- a) such work meets the Company's construction standards;
- b) the Company will own and maintain the completed distribution facilities;
- c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;
- d) the Applicant agrees to pay Company's current applicable hourly rate for engineering personnel for all time spent reviewing and inspecting the Applicants work done; and
- e) the Applicant agrees to rectify any deficiencies found by the Company prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to the Company's distribution system.

6.8.3 Relocation

Where underground electric facilities are requested as part of, or for the purpose of, relocation, the requirements of this tariff shall apply. As applicable, the company's Application for Underground Service in an Overhead Area (form 10, under Standard Contract forms) shall be executed as an addendum to the relocation agreement between the Company and the Applicant. In the event of any conflict between the relocation agreement and this tariff, the tariff shall control. Furthermore, where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.

Section No. IV Original Sheet No. 4.28.2

6.9 UNDERGROUND DISTRIBUTION FACILITIES TO SMALL COMMERCIAL/INDUSTRIAL CUSTOMERS

6.9.1 Application

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

a) Must be a new commercial/industrial installation served by transformer sizes of 100 KVA or less for single or two phase and 300 KVA or less for three phase; and

b) Must be installed on the Applicant's property beginning at a point along the Applicant's property line and terminating at the Company's designated point of delivery.

The application of this tariff is in addition to and supplements the Company's other rules regarding extensions of facilities for service. An additional contribution-in-aid-of-construction may be required by those rules for extensions or installations of facilities necessary to accommodate a request for Underground Service Facilities made under this section.

6.9.2 Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. It is the Applicant's responsibility to insure that close cooperation is maintained with the Company throughout the planning and construction stages by the architect, the builder, and the consulting engineers to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company.

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Agreement for Underground Construction Standards under Standard Contract Forms. Failure to execute said agreement within 180 days after the delivery by Gulf Power Company of a binding cost estimate shall result in forfeiture of the deposit made. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause Gulf may extend the 180-day time limit. Upon execution of the Agreement for Underground Construction Standards, payment in full of the differential cost specified in the binding cost estimate, and compliance with the requirements of this tariff, Gulf shall proceed to install the facilities identified in a timelymanner.

As a condition precedent to the conversion of any overhead distribution facilities, the Company may require that the Applicant obtain executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide Gulf with a copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensee will coordinate the conversion with Gulf and other licensees in a timely manner so as to not create unnecessary delays. Failure to present to Gulf Power Company executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost agreement to the Applicant shall result in forfeiture of the deposit paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate. The return of any differential cost paid for the binding cost estimate, the return of any differential cost paid for the Applicant and the termination of any Agreement For Underground Construction Standards entered into between the Applicant and Gulf Power Company.

6.9.3 Changes to Plans

The Applicant shall pay for all additional costs imposed on the Company by the Applicant including, but not limited to, engineeringdesign, administration and relocation expenses, due to changes made subsequent to the agreement in the subdivision layout or final grade.

6.9.4 <u>Type of System Provided</u>

The costs quoted in these rules are for underground distribution primary/secondary conductors in direct buried conduit with above-grade appurtenances of standard Company design, excluding throwover service. Throwover service availability and its cost are determined by the Company on an individual basis. Unless otherwise stated, service will be provided at single or two- phase 120/240 volts or, where available, three phase 120/208 volts or 277/480 volts.

6.9.5 Design and Ownership

The Company will design, install, own and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service.

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Section No. IV Original Sheet No. 4.28.3

6.9.6 Rights of Way and Easements

The Applicant shall record and furnish satisfactory rights of way and easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, as required by and at no cost to the Company prior to the Company initiating construction. Before the Company will start construction, these rights of way and easements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners and survey control points, and graded to within six inches of final grade, with soil stabilized. In addition, the Applicant shall provide stakes showing final grade along the easement. Such clearing and grading must be maintained by the Applicant during construction by the utility. Should paving, grass, landscaping, or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching, backfilling, and restoring the paving, grass, landscaping, and sprinkler systems to their original condition.

6.9.7 Contribution and Credits

The Applicant shall pay the required contribution upon receipt of written notification from the Company. No utility construction shall commence prior to execution of the Agreement for –Underground Construction Standards (Form 9a, under Standard Contract forms) and payment in full of the entire contribution. Where, by mutual agreement, the Applicant performs any of the work normally performed by the Company, the Applicant shall receive a credit for such work in accordance with the credit amounts contained herein, provided that the work is in accordance with Company specifications. Such credits shall not exceed the total differential costs. The credit will be granted after the work has been inspected by the Company and, in the case of Applicant-installed conduit, after the Company pulls all applicable conductors.

6.9.8 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. The Applicant shall provide accessible locations for meters and transformers when the design of a commercial/industrial building or its appurtenances limit perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

6.9.9 Special Conditions

The costs quoted in these rules are based on conditions which permit employment of rapid construction techniques. The Applicant shall be responsible for necessary additional hand digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, stump removal, paving, and addressing other special conditions. Should paving, grass, landscaping or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching and backfilling and be responsible for restoration of property damaged to accommodate the installation of underground facilities.

6.9.10 Point of Delivery

The point of delivery shall be determined by the Company, but normally will be at or near the part of the building nearest the point at which the Company's electric supply is available to the property. When a location for a point of delivery different from that designated by the Company is requested by the Applicant and approved by the Company, the Applicant shall pay the estimated full cost of the primary/secondary lateral length, including labor and materials, required in excess of that which would have been needed to reach the Company's designated point of delivery. Any point of delivery change requested by the Applicant shall conform to good safety and construction practices as determined by the Company. Laterals shall be installed, where possible, in a direct line to the point of delivery.

6.9.11 Location of Meter and Raceway

The Applicant shall install a meter trough at the point designated by the Company and a raceway to accept the service lateral conductors if needed. Both will be installed in accordance with the Company's specifications.

Section No. IV <u>First Revised Sheet No. 4.28.4</u> <u>Canceling</u> Original Sheet No. 4.28.4

6.9.12 Contribution by Applicant

The Applicant shall pay the Company the average differential cost between installing overhead and underground distribution facilities based on the following:

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

	Applicant's	Contribution
		From Existing
	From Overhead	Underground
	Termination Point	Termination Point
1) Single phase radial	\$ 3,479.01<u>1,990.53</u>	\$ 1,137.00<u>291.78</u>
2) Two phase radial	\$ 5,300.88<u>3,753.40</u>	\$ 624.84 206.21
3) Three phase radial (150 KVA)	\$ 7,003.08<u>4,242.70</u>	\$ 2,616.19 869.61
4) Three phase radial (300 KVA)	\$ 12,246.92<u>5,038.41</u>	\$ 7,254.20<u>1,665.33</u>
5) Single phase loop	\$ 2,445.18<u>1,264.41</u>	\$ 107.74<u>0</u>
6) Two phase loop	\$ 6,250.97<u>3,771.04</u>	\$ 859.15<u>526.26</u>
7) Three phase loop (150 KVA)	\$ 7,331.65 <u>5,136.21</u>	\$ 2,944.76 1,763.10
8) Three phase loop (300 KVA)	\$ 11,127.56<u>4,689.51</u>	\$ 6,134.85 808.63

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

1) Small single phase	\$ 164.36<u>534.50</u>
2) Large single phase	\$ 585.17<u>1,158.67</u>
3) Small three phase	\$ 371.58<u>728.35</u>
4) Large three phase	\$ 742.83 929.08

c) Company service cable installed in customer provided and customer installed 2" PVC (for main line switch size limited to 60 amps for 120V, 2 wire service, or 125 amps for 120/240v, 3 wire service) where customer's meter can is at least 5 feet and no more than 100 feet from the Company's pole.
120/240v 125 amp

	120V 00 amp	120/240V 125 amp
	2 wire service	3 wire service
1) Installed on a wood pole - accessible locations	\$ 1,180.11 578.93	\$ 2,437.50 794.31
2) Installed on a wood pole - inaccessible locations	\$ 1,593.17 775.82	\$ 2,325.58<u>1,055.06</u>
3) Installed on a concrete pole - accessible locations	\$ 1,265.21<u>698.22</u>	\$ 2,538.62 866.16

- d) Pedestal and Padmounted Secondary Junction Box, excluding connections.
 - 1) Pedestal

a. Small - per pedestal	\$ 595.79 342.68
b. Intermediate - per pedestal	\$ 679.13 377.60
c. Large - per pedestal	\$ 1,608.78<u>1,503.61</u>

2) Pad Mounted Secondary Junction Box - perbox

\$2,911.47<u>3,168.69</u>

3) Pad Mounted Secondary Junction Cabinet, used when electrical loads exceed the capacity of the secondary junction box (above) or when the number of the service conductors exceed the capacity of the pad mounted transformer. This charge is only applicable if the majority of the customer's service conductor diameter is less than 500 MCM.

Per cabinet (includes connecting up to 12 sets of conductor)

\$6,860.843,009.58

ISSUED BY: Tiffany Cohen EFFECTIVE: August 6, 2020

Section No. IV <u>First Revised Sheet No. 4.28.5</u> <u>Canceling</u> Original Sheet No. 4.28.5

Additional secondary conductors and service tap costs beyond first set will be determined on a case-by-case basis.

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

1) Single Phase - perbox	\$ 2,687.55<u>1,324.12</u>
2) Two Phase - perbox	\$ 5,911.53 3,880.70
Three Phase - per box	\$ 6,942.49<u>3,912.92</u>

b) Additional installation charge for underground primary laterals including trench and cable-in-conduit which exceed the limits set in 6.9.12 a).

1) Single Phase - per foot	\$ 2.15 3.66
2) Two Phase - per foot	\$ 3.00<u>6.35</u>
3) Three Phase - per foot	\$4 <u>.65</u> 9.46

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

1) Single Phase - per foot	\$ 8.24 <u>9.33</u>
2) Two Phase - per foot	\$ 11.57<u>13.58</u>
3) Three Phase - per foot	\$ 15.45 18.44

- d) The above costs are based upon arrangements that will permit serving the local underground distribution system within the commercial/industrial development from overhead feeder mains. If feeder mains within the commercial/industrial development are deemed necessary by the company to provide and/or maintain adequate service and are required by the Applicant or a governmental agency to be installed underground, the Applicant shall pay the company the average differential cost between such underground feeder mains within the commercial/industrial development and equivalent overhead feeder mains, as determined by the Company in accordance with Paragraph 6.6.2.
- e) The Company will provide one standby/assistance appointment at no additional charge to the Applicant adding new or additional load to assist with installation of the Applicant's conductors and conduit(s) into a pad mounted transformer, pedestal (not to exceed four hours in duration) during normal hours of operation. Additional appointments will be provided upon request, at the Applicant's expense.

6.9.13 Contribution Adjustments

Credits will be allowed to the Applicant's contribution listed in Section 6.9.12, where, by mutual agreement, the Applicant in accordance with Company instructions:

		Credit to the Applicant's <u>Contribution</u>
f)	 Provides trenching and backfilling, and installs company-provided 2" conduit, credit per foot of primary trench: 	\$4 <u>.822.99</u>
	 Provides trenching and backfilling, and installs company-provided conduit larger than 2", credit per foot of primary trench: 	\$ 7.20 3.12
b)	1) Purchases Company-specified conduit, credit per foot of 2" conduit:	\$0.45
	2) Purchases Company-specified conduit, credit per foot of larger than 2" conduit:	\$1.20
c)	1) Installs a Company-provided primary splice box, credit per splice box:	\$ 278.22<u>150.26</u>
	2) Installs a Company-provided pedestal, credit perpedestal:	\$ 75.61<u>116.02</u>
d)	1) Installs a Company-provided concrete pad for a pad-mounted transformer, credit per pad:	\$ 306.33<u>139.58</u>

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Section IV Original Sheet No. 4.29

PART VII GENERAL STANDARDS FOR SAFETY AND INTERCONNECTION OF COGENERATION AND SMALL POWER PRODUCTION FACILITIES TO THE ELECTRIC UTILITY SYSTEM

7.1 GENERAL

7.1.1 <u>PURPOSE</u> The purpose of these standards is to provide a fair and equitable method for Customers who have generators to interconnect with the Company and to promote the development and use of renewable resources in an economical manner. All interconnections are to comply with the statutes, ordinances, codes, rules and regulations of all Governmental units, bodies and agencies.

These guidelines include the minimum engineering, operating, and protective requirements for safe and reliable operation of both the Company's system and the Customer's system. These standards provide a uniform policy to be used, but the Company will review each interconnection separately for specific needs according to the particular set of conditions and situations involved in each case.

- 7.1.2 <u>RESPONSIBILITY</u> It will be the responsibility of the Customer requesting the interconnection to design and install an adequate protection and control system to meet:
 - (a) The requirements of this policy;
 - (b) All applicable electrical and safety standards and codes; and
 - (c) The criteria of all licensing authorities.

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7.1.3 <u>REQUIREMENTS</u> These standards include such items as:

-Personal safety

-Responsibility and Liability

-Protection and operation

-Quality of service

-Metering

-Cost Responsibility

If an installation fails to meet any requirement herein, the Company may refuse to connect or reconnect the installation. The Company reserves the right to alter the requirements herein by special agreement to ensure safe and acceptable operation of its distribution- system and service to other customers.

A Customer shall not operate electric generating equipment in parallel with the Company's electric system without the prior written consent of the Company.

7.1.4 APPLICATION FOR INTERCONNECTION Formal application for

interconnection shall be made by the Customer prior to the installation of any generation related equipment. This application shall be accompanied by the following:

(a) Physical layout awings, including dimensions; (b) All associated equipment specifications and characteristics including, but not limited to, technical parameters, ratings, basic impulse levels, electrical main one-line diagrams, schematic diagrams, system protections, frequency, voltage, current and interconnection distance;

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(c) Functional and logic diagrams, control and meter diagrams, conductor sizes and length, and any other relevant data which might be necessary to understand the proposed system and to be able to make a coordinated system;

- (d) Power requirements in watts and vars;
- (e) Expected radio-noise, harmonic generation and telephone interference factor;
- (f) Synchronizing methods; and
- (g) Operating/instruction manuals.

Any subsequent change in system also be submitted for review and written approval prior to actual modification.

The above mentioned review, recommendations and approval by the Company do not relieve the Customer from the complete responsibility for the adequate engineering design, construction and operation of the Customer's equipment and for any liability for injuries to property or persons associated with any failure to perform in a proper and safe manner for any reason.

7.1 PERSONNEL SAFETY

<u>GENERAL</u> The foremost concern is safety. It must be recognized that the Company's electrical system and the electrical system of the Customer will interact through interconnection of the Customer's generation system. Adequate protection and. safe operational procedures must be followed by the joint system. The Customer shall be required

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to furnish, install, operate and maintain in good order and repair, and be solely responsible for, without cost to the Company, all facilities required for the safe operation of the generation system in parallel with the Company's system.

The Customer shall permit the Company's employees to enter upon his property at any reasonable time for the purpose of inspecting and/or testing the Customer's equipment, facilities or apparatus. Such inspections shall not relieve the Customer from his obligation to maintain his equipment in safe and satisfactory operating condition. The Company's approval of isolating devices used by the Customer will be required in order to ensure that these will comply with the Company's switching and tagging procedure for safe working clearances.

7.1.2 <u>DISCONNECT SWITCH A manual disconnecting switch, of the visible load</u> break type, to provide a separation point between the Customer's generation system and the Company's system and be required. The Company will specify the location of the disconnect switch. The switch shall be mounted separate from the meter socket and shall be readily accessible to the Company and be capable of being locked in the open position with a Company padlock. The Company reserves the right to open the switch (i.e. isolating the Customer's generation system) without prior notice to the Customer.

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Any of the following conditions shall be cause for disconnection:

- (a) Company system emergencies and/or maintenance requirements determined by the Company;
- (b) Hazardous conditions existing on the Customer's generating or protective equipment as determined by the Company;
- Adverse effects of Customer's generation to the Company's other electric consumers and/or system as determined by the Company;
- (d) Failure of Customer to maintain any required insurance, or;
- (e) Failure of Customer to comply with any existing or future regulations, rules, orders or decisions of any governmental or regulatory authority having jurisdiction over the Customer's electric generating equipment or the operation of such equipment.
- 7.1.3 <u>RESPONSIBILITY AND LIABILITY</u> The Company shall be responsible for Company owned facilities. The Customer shall likewise be responsible for the Customer's entire system, ensuring adequate safeguards for other Customers, Company personnel and equipment and for the protection of his own generation system. The Customer shall indemnify and save the Company harmless from any and all claims, demands, costs, or expenses for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by, arising out of, or resulting from:

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- (a) Any act or omission by the Customer, or Customer contractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's system;
- (b) Any defect in, failure of, or fault related to the Customer's generation system;
- (c) Customer's negligence or negligence of Customer's contractors, agents, servants and employees; or
- (d) Any other event or act that is the result of, or proximately caused by the Customer or the Customer's facilities.
- 7.1.4 <u>INSURANCE</u> It is understood and agreed that the Customer will deliver to the Company, at least fifteen days prior to the start of any interconnection work a certified copy or duplicate original of a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida, jointly protecting and indemnifying the Customer and the Company, its officers, employees, and representatives against all liability and expense on account of claims and suits for injuries or damages to persons or property arising out of the interconnection to the Customer, or caused by operation of any of the Customer's equipment or by the Customer's failure to maintain the Customer's equipment in satisfactory and safe operating condition.

Section IV First Revised Sheet No. 4.35 Canceling Original Sheet No. 4.35

The policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than \$300,000 for each occurrence. More insurance may be required as deemed necessary by the Company. In addition, the above required policy shall be endorsed with a provision whereby the insurance company will notify the Company thirty days prior to the effective date of cancellation or material change in the policy.

The Customer agrees to pay all premiums and other charges due on said policy and keep said policy in force during the entire life of this contract.

7.2 PROTECTION AND OPERATION

- 7.2.1 GENERAL. The protection and operation of the interconnection between the Customer' generation system and the Company's distribution and transmission system depends on the size, type and location of the facility within the Company's electric system. It will be the responsibility of the Customer to provide all devices necessary to protect the Customer's equipment from damage by the abnormal conditions and operations which occur on the Company's system that result in interruptions and restorations of service by the Company's equipment and personnel. The Customer shall protect its generator and associated equipment from:
 - (a) Overvoltage;
 - (b) Undervoltage;
 - (c) Overload;

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- (d) Short circuits (including ground fault condition);
- (e) Open circuits;
- (f) Phase unbalance and reversal;
- (g) Over or under frequency condition;
- (h) Other injurious electrical conditions that may arise on the Company's system; and
- (i) Any reclose attempt by the Company.

The Company reserves the right to perform such tests as it deems necessary to ensure safe and efficient protection and operation of the Customer's facilities.

LOSS OF SOURCE The Customer shall provide, or the Company will provide at the Customer's expense, approved protective equipment necessary to immediately, completely, and autocratically disconnect the Customer-owned generation from the Company's system in the event of a fault on the Company's system, a fault on the Customer's system, or loss of source on the Company's system. Disconnection must be completed within the time specified by the Company in its standard operating procedure for its electric system for loss of source on the Company's system. This automatic disconnecting device may be of the manual or automatic reclose type and shall not be capable of reclosing until after service is restore by the Company. The type and size of the device shall be approved by the Company depending upon the installation. Adequate test data or technical proof that the device meets the above criteria must be supplied by the Customer to the Company.

Section IV First Revised Sheet No. 4.37 Canceling Original Sheet No. 4.37

The Company will endeavor to approve a device that will perform above the functions at minimal capital and operating costs to the Customer.

- 7.2.2 <u>COORDINATION AND SYCHRONIZATION</u> The Customer shall he responsible for coordination and synchronization of the Customer's equipment with the Company's electrical system, and assumes all responsibility for damage that may occur from improper coordination or synchronization of the generator with the Company's system. Details of frequency and voltage synchronization can be found in the Quality of Service section of these rules.
- 7.2.3 <u>ELECTRICAL CHARACTERSTICS</u> Single phase generator interconnections with the Company are permitted at power levels up to 20 KW. For power levels exceeding 20 KW, a three phase balanced interconnection will normally be required. For the purpose of calculating connected generation, 1 horsepower equals 1 kilowatt. The Customer shall interconnect with the Company at the voltage of the available distribution or transmission line of the Company for the locality of the interconnection, and shall utilize one of the standard connections (single phase, three phase, wye, delta).

The Conpany reserves the right to require a separate transformation and/or service for a Customer's generation system, at the Customer's expense. The Customer shall bond all neutrals of the Customer's system

ISSUED BY: E.L. Addison, President, EFFECTIVE: Bills Rendered for Meter Readings on and after December 15, 1982

Section IV First Revised Sheet No. 4 .38 Canceling Original Sheet No. 4 .38

to the Company's neutral, and shall install a separate driven ground with a resistance value which should be determined by the Company and bond this ground to the Customer's system neutral.

- 7.2.4 <u>EXCEPTIONS</u> Customer generators having capacity ratings that can:
 - Produce power in excess of 1/2 of the minimum customer requirements of the interconnected distribution or transmission circuit;
 - Produce power flows approaching or exceeding the thermal capacity of the connected Company distribution and transmission lines or transformers;
 - Adversely affect the operation of the Company or other customer's voltage,
 frequency or overcurrent control and protection devices;
 - 4. Adversely affect the quality of service to other customers;
 - Interconnect at voltage greater distribution voltages;
 will require more complex interconnection facilities as deemed necessary by the Company.

7.3 QUALITY OF SERVICE

7.3.1 <u>GENERAL</u> It is the policy of the Company to allow only those interconnections which can be achieved without reducing the quality of service to other customers and to disconnect such interconnections should unforeseen difficulties arise which impair quality of service.

Section IV Original Sheet No. 4.39

The Customer's generation system must be of sound engineering design, of quality workmanship, shall have safe and reliable operating characteristics, shall meet all applicable codes, and shall be approved by all Governmental authorities having jurisdiction. The system shall be designed or approved by a licensed and registered electrical engineer of the State of Florida. The Company reserves the right to perform such tests as it deems necessary to ensure the quality of service. The quality of the Customer's generated electricity shall meet the following minimum guidelines:

- 7.3.2 <u>FREQUENCY</u> The governor control on the prime mover shall be capable of maintaining the generator output frequency within limits for loads from no-load up to rated output. The limits for frequency shall be 60 hertz (cycles per second) plus or minus, an instantaneous variation of less than 1%.
- 7.3.3 <u>VOLTAGE</u> The regulator control shall be capable of maintaining the generator output voltage within limits for loads from no-loads up to rated output. The limits for voltage shall be the nominal operating voltage level, plus or minus 5%.
- 7.3.4 <u>HARMONICS</u> The output sine wave distortion shall be deemed acceptable when it does not have a higher content (root mean square) of harmonics than the Company's normal harmonic content at the interconnection point.

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- 7.3.5 <u>POWER FACTOR</u> The Customer's generation system shall be designed, operated and controlled to provide reactive power requirements from 0.85 lagging to 0.85 leading power factor. Induction generators shall have static capacitors that provide at least 85% of the magnetizing current requirements of the induction generator field. (Capacitors shall not be so large as to permit self-excitation of Customer's generator field).
- 7.3.6 <u>DC GENERATORS</u> Direct current generators may be operated in parallel with the Company's system through a synchronous inverter. The inverter must meet all criteria in these rules.

7.4 METERING

The actual metering equipment required, its voltage rating, number of phases, size, current transformers, potential transformers, number of inputs and associated memory is dependent on the type, size and location of the electric service provided. In situations where power may flow both in and out of the Customer's system, power flowing into the Customer's system will be measured separately from power flowing out of the Customer's system.

The Company will provide, at no additional cost to the Customer, the metering equipment necessary to measure capacity and energy deliveries to the Customer. The Company will provide, at the Customer's expense, the necessary additional metering equipment to measure energy deliveries by the Customer to the Company.

Section No. IV First Revised Sheet No. 4.41 Canceling Original Sheet No. 4.41

7.5 COST RESPONSIBILITY

The Customer is required to bear all costs associated with protective devices, transformers, lines, services, meters, switches, and associated equipment and devices beyond that which would be required to provide normal service to the Customer if no cogeneration were involved. These costs shall be paid by the Customer to the Company for all material and labor that is required. The Company shall supply the Customer with a written cost estimate of all its required materials and labor prior to any work being one. The Company shall also provide project timing and feasibility information to the Customer. The cost of meters and metering equipment may be paid at the time of interconnection or through the monthly customer charge.

Billing and/or payment for cogenerated electricity shall be in accordance with tariffs or contracts (as applicable) filed with and accepted by the FPSC. All such tariffs and contracts shall comply with the guidelines set forth by the FPSC in accordance with the requirements of the Public Utility Regulatory Policies Act.

ISSUED BY: E. L. Addison, President EFFECTIV E: Bills Rendered for Meter Rea dings on and after December 15, 1982 List of Communities Served

Section No. V Second Revised Sheet No. 5.1 Canceling First Revised Sheet No. 5.1

PAGE	EFFECTIVE DATE
	March 29, 2019

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59 SECTION VI Rate Schedules

Section No. VI <u>Thirty-FifthThirty-Sixth</u> Revised Sheet No. 6.1 Canceling <u>Thirty-FourthThirty-Fifth</u> Revised Sheet No. 6.1

<u>De</u>	signation	<u>URSC</u>	Classification	<u>Sheet No.</u>
	RS	RS	Residential Service	6.3
	GS	GS	General Service - Non-Demand	6.5
	GSD	GSD	General Service - Demand	6.7
	LP	GSLD	Large Power Service	6.10
	PX	GSLD1	Large High Load Factor Power Service	6.13
	OS, SL <u>, SL1M</u>	. <u>SL2M</u>	Outdoor Service	6.16
	OL, OL1, OL2	<u>LT1</u>		
	STORM		Storm Restoration Recovery	6.25
	SPP		Cost Recovery Clause – Storm Protection Plan	6.31
	BB		Budget Billing (Optional Rider)	6.32
	CR		Cost Recovery Clause - Fossil Fuel and Purchased Pow	er 6.34
	PPCC		Purchased Power Capacity Cost Recovery Clause	6.35
	ECR		Environmental Cost Recovery Clause	6.36
	BA		Billing Adjustments and Payment of Bills	6.37
	ECC		Cost Recovery Clause - Energy Conservation	6.38
	FLAT-1		Residential/Commercial Fixed Rate	6.39
	GSTOU		General Service Time-of-Use Conservation (Optional)	6.42
	GSDT	GSDT	General Service - Demand Time-of-Use Conservation (Optional)	6.45
	LPT	GSLDT	Large Power Service - Time-of-Use Conservation (Option	nal) 6.49
	PXT	GSLDT1	Large High Load Factor Power Service - Time-of-Use Conservation (Optional)	6.53
	SBS		Standby and Supplementary Service	6.57
	ISS		Interruptible Standby Service	6.67

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Section No. VI

Thirty-FifthThirty-Sixth Revised Sheet No. 6.2 Canceling Thirty-FourthThirty-Fifth Revised Sheet No. 6.2

Designation	URSC	<u>Classification</u>	Sheet No.
RSVP	RS1	Residential Service Variable Pricing (Optional)	6.75
SP		Surge Protection (Closed Schedule)	6.79
RTP		Real Time Pricing (Closed Schedule)	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
CS		Community Solar (Optional Rider)	6.101
XLBIR		Extra-Large Business Incentive Rider (Optional Rider)	6.103
CL		Curtailable Load (Optional Rider)	6.105
<u>OSP</u>		Optional Supplemental Power Service (Optional Rider)	<u>6.110</u>
EFEDR		Existing Facility Economic Development Rider	<u>6.113</u>

ISSUED BY: Tiffany Cohen **EFFECTIVE:** January 1, 2021 URSC: RS

Thirty-Fifth_Sixth_Revised Sheet No. 6.3 Canceling <u>Thirty-Fifth_Thirty_Fourth</u>-Revised Sheet No. 6.3 RATE SCHEDULE RS RESIDENTIAL SERVICE

Section No. VI

PAGE	EFFECTIVE DATE
1 of 2	March 29, 2019

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:

6482¢ per day

Base Charge:

Energy-Demand Charge: 4.8866.241¢

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.

ISSUED BY: Charles S. Boyett Tiffany Cohen

Section No. VI Sixth Revised Sheet No. 6.3.1 Canceling Fifth Revised Sheet No. 6.3.1

PAGE	EFFECTIVE DATE
	March 29, 2019

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Section No. VI Twenty-Second Revised Sheet No. 6.4 Canceling Twenty-First Revised Sheet No. 6.4

> PAGE 2 of 2

EFFECTIVE DATE January 1, 2021

(Continued from Rate Schedule RS, Sheet No. 6.3)

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

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

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.

Section No. VI <u>Twenty-NinthThirtieth</u> Revised Sheet No. 6.5 Canceling Twenty-Ninth <u>Twenty-Eighth</u> Revised Sheet No. 6.5

RATE SCHEDULE GS

GENERAL SERVICE – NON-DEMAND

URSC: GS

1 of 2 March 29, 2019

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: \$25.2529.34

Energy-Demand Charge: 5.0865.910¢ 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. 6.6 Canceling Twenty-Forth Revised Sheet No. 6.6

PAGE	EFFECTIVE DATE
2 of 2	January 1, 2021

(Continued from Rate Schedule GS, Sheet No. 6.5)

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.

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

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

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.

Section No. VI Twenty-Eighth-Ninth Revised Sheet No. 6.7 Canceling Twenty-Eighth Twenty-Seventh Revised Sheet No. 6.7

RATE SCHEDULE GSD GENERAL SERVICE - DEMAND

URSC: GSD

PAGE	EFFECTIVE DATE
1 of 3	March 29, 2019

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: \$46.9263.27

Demand Charge: \$7.059.51-per kW of billing

Energy Charge: <u>1.8002.427</u>¢ 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.

ISSUED BY: Charles S. BoyettTiffany Cohen

Section No. VI Twenty-Sixth-Seventh Revised Sheet No. 6.8 Canceling Twenty-Sixth Twenty-Fifth Revised Sheet No. 6.8

PAGE	EFFECTIVE DATE
2 of 3	March 29, 2019

(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 twenty-seven (27)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%) of 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.

ISSUED BY: Charles S. Boyett Tiffany Cohen

Section No. VI Twenty-Second Revised Sheet No. 6.9 Canceling Twenty-First Revised Sheet No. 6.9

PAGE	EFFECTIVE DATE
3 of 3	January 1, 2021

(Continued from Rate Schedule GSD, Sheet No. 6.8)

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

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

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.

Section No. VI Thirty-<u>First-Second</u> Revised Sheet No. 6.10 Canceling Thirty-FirstThirtieth Revised Sheet No. 6.10

RATE SCHEDULE LP LARGE POWER SERVICE URSC: GSLD

PAGE EFFECTIVE DATE 1 of 3 March 29, 2019
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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: \$262.80364.90

Demand Charge: \$12.2817.05-per kW of billing

Energy Charge: 0.926<u>1.288</u>¢ 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 Third Revised Sheet No. 6.10.1 Canceling Second Revised Sheet No. 6.10.1

PAGE	EFFECTIVE DATE
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Section No. VI <u>Thirtieth-Fortieth</u> Revised Sheet No. 6.11 Canceling <u>Thirtieth</u> Twenty-Ninth Revised Sheet No. 6.11

PAGE	EFFECTIVE DATE
2 of 3	March 29, 2019

(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 thirty-six (36)fifty (50) 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 stepdown transformer substation necessary to receive and use such service the Monthly Rate will be subject to a discount of <u>fifty-five (55)-seventy-six (76)</u> 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.

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Section No. VI Third Revised Sheet No. 6.11.1 Canceling Second Revised Sheet No. 6.11.1

PAGE	EFFECTIVE DATE
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Section No. VI Fourth Revised Sheet No. 6.11.2 Canceling Third Revised Sheet No. 6.11.2

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	March 20, 2010
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Section No. VI Twenty-Forth Revised Sheet No. 6.12 Canceling Twenty-Third Revised Sheet No. 6.12

PAGE	EFFECTIVE DATE
3 of 3	January 1, 2021

(Continued from Rate Schedule LP, Sheet No. 6.11)

TERM OF CONTRACT:

Service under this Rate Schedule shall be for a period of one or more years and thereafter from year to year until terminated by three (3) or more months' written notice by either party to the other.

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

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

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.

Section No. VI Eighth Revised Sheet No. 6.12.1 Canceling Seventh Revised Sheet No. 6.12.1

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Section No. VI
Eleventh Revised Sheet No. 6.12.2
Canceling Tenth Revised Sheet No. 6.12.2

PAGE	EFFECTIVE DATE
	March 29, 2019

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Section No. VI Twenty-Seventh Eighth Revised Sheet No. 6.13 Canceling <u>Twenty-Seventh Twenty-Sixth</u> Revised Sheet No. 6.13

RATE SCHEDULE PX

LARGE HIGH LOAD FACTOR POWER SERVICE URSC: GSLD1

PAGE	EFFECTIVE DATE
1 of 3	March 29, 2019

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: \$800.701,473.71

Demand Charge: \$11.6821.50-per kW of billing

Energy Charge: 0.4290.790¢ 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 \$14.0325.83 per kW of billing demand.

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Section No. VI Fourth Revised Sheet No. 6.13.1 Canceling Third Revised Sheet No. 6.13.1

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Section No. VI
Second Revised Sheet No. 6.13.2
Canceling First Revised Sheet No. 6.13.2

PAGE	EFFECTIVE DATE
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Section No. VI <u>Eleventh-Twelfth</u> Revised Sheet No. 6.14 Canceling EleventhTenth Revised Sheet No. 6.14

PAGE	EFFECTIVE DATE
2 of 3	March 29, 2019

(Continued from Rate Schedule PX, Sheet No. 6.13)

DETERMINATION OF BILLING DEMAND:

The Customer's Billing Demand shall be the maximum measured kW demand integrated over any fifteen (15) minute interval during the current billing month, provided such demand shall not be less than 7500 kW.

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 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 <u>eighteen_thirty-three (1833</u>) 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.

TERM OF CONTRACT:

Service under this Rate Schedule shall be for a period of five (5) or more years and thereafter from year to year until terminated by twelve (12) 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.

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Section No. VI Forty-Ninth Revised Sheet No. 6.15 Canceling Forty-Eighth Revised Sheet No. 6.15

PAGE	EFFECTIVE DATE
3 of 3	January 1, 2021

(Continued from Rate Schedule PX, Sheet No. 6.14)

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

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

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.

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Section No. VI Thirteenth Revised Sheet No. 6.15.1 Canceling Twelfth Revised Sheet No. 6.15.1

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Section No. VI Ninth Revised Sheet No. 6.15.2 Canceling Eighth Revised Sheet No. 6.15.2

PAGE	EFFECTIVE DATE
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Section No. VI Twenty-Seventh-Eighth Revised Sheet No. 6.16 Canceling Twenty-Seventh Twenty Sixth-Revised Sheet No. 6.16 PAGE EFFECTIVE DATE 1 of 10 March 29, 2019

RATE SCHEDULE OS OUTDOOR SERVICE (CLOSED SCHEDULE)

URSC: SL, OL, OL1, OL2

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. <u>All modifications to existing or new Customer-owned circuits to be metered under SL-1M Street Light</u> <u>Metered tariff.</u>

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. Existing Company owned non-LED fixtures such as high-pressure sodium vapor (HPSV), mercury vapor or metal halide luminaires permitted in closed tariffs prior to January 1, 2022 will be considered legacy fixtures. Service will remain as lamp renewals and fixture replacement until such time when the Company decides to no longer make available. The Company will communicate a plan to replace non-LED fixtures with LED fixtures at current applicable rates.

Stand-by or resale service is not permitted hereunder.

Initial

MONTHLY RATES: High Pressure Sodium Vapor

Lamp Rating		Lamp	Line	Est.	Fixture	Maint.	Energy	Total
(Lumen)	Desc.	Wattage	Wattage	kWh	Charge	Charge	Charge	Charge
<u>(Lumen)</u>	<u></u>	<u></u>	<u>irianago</u>	**	<u>ona.go</u>	<u>e</u>	***	<u></u>
5400*	Open Bottom	70	84	29	\$3.16<u>\$3.27</u>	<u>\$1.71<u></u>\$1.76</u>	<u>\$0.73\$0.78</u>	\$ 5.60 \$5.81
8800*	Open Bottom	100	120	41	<u>\$2.72\$2.82</u>	\$1.55 <u>\$1.60</u>	<u> \$1.03\$1.11</u>	\$5.30 <u>\$5.53</u>
8800*	Open Bottom w/Shield	100	120	41	\$3.71<u></u>\$3.84	\$1.81<u></u>\$1.86	<u> \$1.03\$1.11</u>	\$6.55 <u>\$6.81</u>
8800	Acorn	100	120	41	\$13.50 <u>\$13.99</u>	<u>\$4.56\$4.70</u>	<u> \$1.03\$1.11</u>	\$19.09 <u>\$19.80</u>
8800	Colonial	100	120	41	<u>\$3.64\$3.77</u>	\$1.79<u></u>\$1.84	<u> \$1.03\$1.11</u>	\$6.46 <u>\$6.72</u>
8800	English Coach	100	120	41	\$14.73<u>\$15.26</u>	\$4.89<u>\$5.04</u>	<u>\$1.03\$1.11</u>	\$ 20.65 \$21.41
8800	Destin Single	100	120	41	\$25.36 <u>\$26.28</u>	\$7.87<u>\$8</u>.11	\$1.03<u></u>\$1.11	\$34.26<u></u>\$35.50
17600	Destin Double	200	240	82	\$50.55 <u>\$52.37</u>	\$15.16<u>\$15.62</u>	<u>\$2.06\$2.22</u>	\$ 67.77 \$70.21
5400*	Cobrahead	70	84	29	<u>\$4.44\$4.60</u>	\$2.06<u></u>\$2.12	<u>\$0.73\$0,78</u>	\$7.23<u></u>\$7.50
8800*	Cobrahead	100	120	41	\$3.71 <u>\$3.84</u>	\$1.81<u>\$1.86</u>	<u>\$1.03\$1.11</u>	\$6.55 <u>\$6.81</u>
20000*	Cobrahead	200	233	80	<u>\$5.12\$5.30</u>	<u>\$2.23\$2.30</u>	<u>\$2.01\$2.16</u>	\$ 9.36 \$9.76
25000*	Cobrahead	250	292	100	<u>\$4.98\$5.16</u>	<u>\$2.19\$2.26</u>	<u>\$2.52\$2.70</u>	\$ 9.69 \$10.12
46000*	Cobrahead	400	477	164	\$5.2 4 <u>\$5.43</u>	\$2.26 <u>\$2.33</u>	<u>\$4.13<u>\$4.43</u></u>	\$11.63 <u>\$12.19</u>
8800*	Cutoff Cobrahead	100	120	41	\$4.10<u>\$4.25</u>	\$1.92<u></u>\$1.98	<u>\$1.03\$1.11</u>	\$7.05 <u>\$7.34</u>
25000*	Cutoff Cobrahead	250	292	100	\$5.04<u>\$5.22</u>	\$2.21 <u>\$2.28</u>	<u> </u>	\$ 9.77 \$10.20
46000*	Cutoff Cobrahead	400	477	164	\$5.25 <u>\$5.44</u>	\$2.26 <u>\$2.33</u>	<u>\$4.13<u>\$4.43</u></u>	\$11.64 <u>\$12.20</u>
25000*	Bracket Mount CIS	250	292	100	<u>\$11.53</u> \$11.95	\$4.03 <u>\$4.15</u>	<u>\$2.52</u> \$2.70	\$18.08 <u>\$18.80</u>
25000*	Tenon Top CIS	250	292	100	\$11.5 4 <u>\$11.96</u>	\$4.03<u>\$4.15</u>	<u>\$2.52\$2.70</u>	\$18.09 <u>\$18.81</u>

ISSUED BY: Charles S. Boyett Tiffany Cohen

Section No. VI <u>Fortieth-Forty-First</u> Revised Sheet No. 6.16.1 Canceling <u>Fortieth Thirty Ninth</u> Revised Sheet No. 6.16.1

PAGE	EFFECTIVE DATE
2 of 10	March 29, 2019

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

High Pressure Sodium Vapor (continued)								
Initial Lamp Rating	Desc.	Lamp <u>Wattag</u>	Line <u>Wattage</u>	Est. <u>kWh</u> **	Fixture <u>Charge</u>	Maint. <u>Charge</u> ***	Energy <u>Charge</u>	Total <u>Charge</u>
46000*	Bracket Mount CIS	400	468	161	\$12.28<u>12.72</u>	\$4.22<u></u>\$4.35	<u>\$4.05\$4.35</u>	\$20.55 <u>\$21.42</u>
20000*	Small ORL	200	233	80	\$11.82 <u>\$12.25</u>	<u>\$4.09<u>\$4.21</u></u>	\$2.01<u>\$2.16</u>	\$ 17.92 \$18.62
25000*	Small ORL	250	292	100	\$11.38 <u>\$11.79</u>	\$3.98<u>\$</u>4.10	<u>\$2.52</u> \$2.70	\$ 17.88 \$18.59
46000*	Small ORL	400	477	164	\$11.90<u></u>\$12.33	<u>\$4.12\$4.24</u>	\$4.13<u>\$</u>4.43	\$ 20.15 \$21.00
20000*	Large ORL	200	233	80	\$19.25 <u>\$19.94</u>	\$6.16<u></u>\$6.35	\$2.01<u></u>\$2.16	<u>\$27.42\$28.45</u>
46000*	Large ORL	400	477	164	\$21.68 <u>\$22.46</u>	\$6.85<u>\$</u>7.06	\$4.13<u>\$</u>4.43	\$ <u>32.66</u> \$33.95
46000*	Shoebox	400	477	164	\$9.94<u></u>\$10.30	<u>\$3.57\$3.68</u>	<u>\$4.13<u>\$4.43</u></u>	\$ <u>17.64\$18.41</u>
16000*	Directional	150	197	68	<u>\$5.59</u> <u>\$5.79</u>	<u>\$2.32</u> \$2.39	<u>\$1.71<u></u>\$1.84</u>	\$9.62 <u>\$10.02</u>
20000*	Directional	200	233	80	\$8.07<u></u>\$8.36	\$3.07<u></u>\$3.16	\$2.01<u>\$2.16</u>	\$ 13.15 \$13.68
46000*	Directional	400	477	164	<u>\$5.99</u> <u>\$6.21</u>	<u> \$2.48\$2.55</u>	\$4.13<u>\$4.43</u>	<u>\$12.60\$13.19</u>
125000*	Large Flood	1000	1105	379	\$9.52 <u>\$9.86</u>	\$3.65<u></u>\$3.76	\$9.54<u></u>\$10.25	<u>\$22.71\$23.87</u>

Metal Halide

Initial								
Lamp		Lamp	Line	Est.	Fixture	Maint.	Energy	Total
Rating	Desc.	<u>Wattag</u>	<u>Wattage</u>	<u>kWh</u>	<u>Charge</u>	<u>Charge</u>	Charge	<u>Charg</u>
12000*	Acorn	175	210	72	\$13.64<u>\$14.13</u>	<u>\$5.72</u> \$5.89	\$1.81 <u>\$1.95</u>	<u>\$21.17\$21.97</u>
12000*	Colonial	175	210	72	<u>\$3.77<u></u>\$3.91</u>	\$3.00<u></u>\$3.09	\$1.81 <u>\$1.95</u>	<u>\$8.58</u> \$8.95
12000*	English Coach	175	210	72	\$14.87<u>\$15.41</u>	\$6.08<u></u>\$6.26	\$1.81 <u>\$1.95</u>	<u>\$22.76\$23.62</u>
12000*	Destin Single	175	210	72	\$25.49 <u>\$26.41</u>	\$9.03<u></u>\$9.30	\$1.81 <u>\$1.95</u>	\$36.33 <u>\$37.66</u>
24000*	Destin Double	350	420	144	\$50.83<u></u>\$52.66	\$16.93<u>\$</u>17.4 4	<u>4</u> <u>\$3.62</u> <u>\$3.89</u>	<u>\$71.38\$73.99</u>
32000*	Small Flood	400	476	163	\$6.13<u></u>\$6.35	\$2.6 4 <u>\$2.72</u>	\$4.10<u>\$4.41</u>	<u>\$12.87\$13.48</u>
32000*	Small Parking Lot	400	476	163	\$11.32<u>\$11.73</u>	<u>\$4.10<u>\$4.22</u></u>	\$4.10<u>\$4.41</u>	\$19.52 <u>\$20.36</u>
100000*	Large Flood	1000	1100	378	\$8.79<u>\$9.11</u>	\$5.2 4 <u>\$5.40</u>	\$9.51 <u>\$10.22</u>	2
100000*	Large Parking Lot	1000	1100	378	\$19.53<u>\$20.23</u>	\$7.28<u>\$7.50</u>	\$9.51 <u>\$10.22</u>	<u>\$36.32\$37.95</u>

Metal Halide Pulse Start

Initial Lamp Rating	Desc.	Lamp <u>Wattage</u>	Line <u>Wattage</u>	Est. <u>kWh</u>	Fixture <u>Charge</u>	Maint. <u>Charge</u>	Energy <u>Charge</u>	Total <u>Charge</u>
<u>(Lumen)</u> 13000*	Acorn	150	190	65	\$15.47<u>\$</u>16.03	<u>\$5.58\$5.75</u>	\$1.64 <u>\$1.76</u>	\$22.69 <u>\$23.54</u>
13000*	Colonial	150	190	65	\$4.81 <u>\$4.98</u>	<u>\$2.62\$2.70</u>	<u>\$1.64<u>\$1.76</u></u>	<u>\$9.07<u>\$9.44</u></u>
13000*	English Coach	150	190	65	\$15.82<u>\$16.39</u>	\$5.68 <u>\$5.85</u>	\$1.64<u>\$1.76</u>	\$23.14<u>\$24.00</u>
13000*	Destin Single	150	190	65	\$33.5 4 <u>\$34.75</u>	\$10.62<u>\$10.94</u>	<u>\$1.64<u>\$1.76</u></u>	\$45.80<u>\$47.45</u>
26000*	Destin Double	300	380	130	<u>\$66.95\$69.36</u>	<u>\$20.44\$21.05</u>	<u>\$3.27<u></u>\$3.52</u>	<u>\$90.66<u></u>\$93.93</u>
33000*	Small Flood	350	400	137	<u>\$6.86\$7.11</u>	<u>\$3.38<u></u>\$3.48</u>	<u>\$3.45<u>\$3.70</u></u>	<u>\$13.69\$14.29</u>
33000*	Shoebox	350	400	137	\$8.21<u></u>\$8.51	\$3.76<u></u>\$3.87	<u>\$3.45<u></u>\$3.70</u>	\$15.42<u>\$16.08</u>
68000*	Flood	750	840	288	\$7.08<u>\$7.34</u>	\$5.67<u></u>\$5.84	\$7.25<u>\$</u>7.79	\$20.00 <u>\$20.97</u>
ISSUED E	SY: Charles S. B	oyett<u>Tiffa</u>	<u>ny Cohen</u>					

Section No. VI <u>Thirtieth-Thirty-First</u> Revised Sheet No. 6.17

Canceling Thirtieth Twenty-Ninth Revised Sheet No. 6.17

(Continued from Rate Schedule OS, Sheet No. 6.16.1)

Neminal	LED							
Nominal Delivered <u>Lumen</u>	<u>Desc.</u>	Lamp <u>Wattage</u>	Line <u>Wattage</u>	Est. <u>kWh</u> **	Fixture <u>Charge</u>	Maint. <u>Charge</u>	Energy <u>Charge</u>	Total <u>Charge</u>
3776*	Acorn	75	75					
		75 72	75 72	26 25	<u>\$18.16<u></u>\$18.81</u>	<u>\$9.38</u> \$9.66		\$28.19 <u>\$29.17</u>
4440* 2820*	Street Light Acorn A5	72 56	72 56	25 19	<u>\$14.60</u> <u>\$14.09</u>	<u>\$4.82</u> \$4.96		\$19.54 <u>\$20.24</u>
2820 5100*	Cobrahead S2	73	73	25	\$26.12 <u>\$27.06</u>	<u>\$8.08</u> \$8.32		\$34.68 <u>\$35.89</u>
10200*	Cobrahead S3	135	135	25 46	\$6.18 <u>\$6.40</u>	<u>\$4.03</u> \$4.15		\$10.84 <u>\$11.23</u>
6320*	ATB071 S2/S3	71	71	40 24	\$7.61<u>\$7.88</u>	<u>\$4.65</u> \$4.79		\$13.42 <u>\$13.91</u>
9200*	ATB1 105 S3	105	105	24 36	\$7.71 <u>\$7.99</u>	<u>\$5.25</u> \$5.41		\$13.56 <u>\$14.05</u>
9200 23240*	ATB2 280 S4	280	280	96	\$11.26 <u>\$11.67</u>	<u>\$6.32</u> \$6.51	-	\$18.49 <u>\$19.15</u>
7200*	E132 A3	132	132	90 45	\$12.74 <u>\$13.20</u>	<u>\$7.34</u> \$7.56		\$22.50 <u>\$23.36</u>
9600*	E152 A3 E157 SAW	152	152	45 54	\$28.18 <u>\$29.19</u>	<u>\$8.24</u> \$8.49		\$37.55 <u>\$38.90</u>
9000 7377*	WP9 A2/S2	137	137		\$19.07 <u>\$19.76</u>	<u>\$5.69</u> \$5.86		\$26.12 <u>\$27.08</u>
15228*	Destin Double	210	210	40 72	\$42.86 <u>\$44.40</u>	<u>\$14.20</u> \$14.63	-	\$58.27 <u>\$60.33</u>
9336*	ATB0 108	210 108	108	37	\$65.58 <u>\$67.94</u>	<u>\$31.37</u> \$32.31		\$98.76 <u>\$102.20</u>
9330 3640*	Colonial	45	45	15	\$7.13<u>\$7.39</u>	<u>\$4.64</u> \$4.78		\$12.70 <u>\$13.17</u>
5032*	LG Colonial	45 72	45 72	25	\$7.66<u>\$7.94</u>	<u>\$4.92</u> \$5.07		\$12.96 <u>\$13.42</u>
5032 4204	Security Lt	43	43	25 15	\$9.6 4 <u>\$9.99</u>	<u>\$5.79</u> \$5.96		\$16.06 <u>\$16.63</u>
4204 5510		43 62	43 62	21	<u>\$4.67<u></u>\$4.84</u>	<u>\$2.79</u> \$2.87	<u>\$0.38<u></u>\$0.41</u> इ	
32327	Roadway 1 Galleon 6sg	315	315	108	\$5.62<u>\$5.82</u>	<u>\$3.57</u> \$3.68	\$0.53 <u>\$0.57</u> \$	· · · · · · · · · · · · · · · · · · ·
	•				\$20.26 <u>\$20.99</u>	<u>\$10.72</u> \$11.04		\$33.70 <u>\$34.95</u>
38230	Galleon 7sq	370	370	127	\$22.46 <u>\$23.27</u>	<u>\$11.94</u> \$12.30		\$37.60 <u>\$39.00</u>
53499	Galleon 10sq	528	528	181	\$31.06 <u>\$32.18</u>	<u>\$15.98</u> \$16.46		\$51.60 <u>\$53.53</u>
36000*	Flood 421 W	421	421	145	\$17.55<u></u>\$18.18	<u>\$9.69</u> \$9.98		\$30.89 <u>\$32.08</u>
5355	Wildlife Cert	106	106	36	\$17.22 <u>\$17.84</u>	<u>\$9.14</u> \$9.42		\$27.27<u></u>\$28.23
8300	Evolve Area	72	72	25	\$12.92<u></u>\$13.39	<u>\$6.95</u> \$7.16		\$20.50 <u>\$21.23</u>
8022	ATB0 70	72	72	25	\$7.56<u>\$7.83</u>	<u>\$4.54</u> \$4.68		\$12.73 <u>\$13.19</u>
11619	ATB0 100	104	104	36	\$8.11<u>\$8.40</u>	<u>\$4.78</u> \$4.92	-	\$13.80<u>\$14.29</u>
30979	ATB2 270	274	274	94	<u>\$14.64<u>\$15.17</u></u>	<u>\$7.95</u> \$8.19	\$ <u>2.37</u> \$2.54	\$24.96 <u>\$25.90</u>
9514	Roadway 2	95	95	33	\$6.14<u>\$6.36</u>	<u>\$3.79</u> \$3.90	\$0.83 <u>\$0.89</u> \$	\$10.76 <u>\$11.15</u>
15311	Roadway 3	149	149	51	\$8.46<u></u>\$8.77	<u>\$4.86</u> \$5.01		\$14.60 <u>\$15.16</u>
28557	Roadway 4	285	285	98	\$11.56<u></u>\$11.98	<u>\$6.44</u> \$6.63	<u>\$2.47<u>\$2.65</u> </u>	\$20.47 <u>\$21.26</u>
5963	Colonial Large	72	72	25	\$9.00<u></u>\$9.32	<u>\$5.08</u> \$5.23	\$0.63<u>\$0.68</u> \$	<mark>\$14.71</mark> <u>\$15.23</u>
4339	Colonial Small	45	45	15	\$8.62 <u>\$8.92</u>	<u>\$4.89</u> \$5.04	\$0.38<u>\$0.41</u> \$	\$13.88<u></u>\$14.37
8704	Acorn A	81	81	28	\$19.00 <u>\$19.69</u>	<u>\$9.48</u> \$9.77	\$0.70 <u>\$0.76</u> \$	\$29.18 <u>\$30.22</u>

ISSUED BY: Charles S. BoyettTiffany Cohen

Section No. VI <u>Thirty-First Revised Sheet No. 6.17</u> <u>Canceling Thirtieth Revised Sheet No. 6.17</u>

PAGE	EFFECTIVE DATE
<u>3 of 1</u> 1	March 29, 2019

(Continued from Rate Schedule OS, Sheet No. 6.16.1)

<u>Nominal</u> Delivered Lumen	Desc.	Lamp Watt	<u>Line</u> <u>Wattage</u>	<u>Est.</u> <u>kWh</u>	<u>Fixture</u> <u>Charge</u>	<u>Maint.</u> Charge	Energy Charge	<u>Total</u> <u>Charge</u>
23,588	<u>ATB2 210</u>	<u>208</u>		<u>71</u>	\$12.63 <u>\$13.09</u>	\$7.01<u>\$7.22</u>	<u>\$1.71<u></u>\$1.92</u>	<u>\$21.35</u> <u>\$22.23</u>
<u>8,575</u>	<u>Destin</u>	<u>77</u>		<u>26</u>	<u>\$24.39<u></u>\$25.27</u>	<u>\$11.89<u></u>\$12.25</u>	\$0.69<u></u>\$0.70	<u>\$36.97<u></u>\$38.22</u>
<u>1,958</u>	Destin Wildlife	<u>56</u>		<u>19</u>	<u>\$27.10</u> <u>\$28.08</u>	\$13.01<u></u>\$13.40	\$0.49<u></u>\$0.51	<u>\$40.60<u>\$41.99</u></u>
<u>8,212</u>	AEL Roadway ATBS 3K	<u>76</u>		<u>26</u>	<u>\$3.87\$4.01</u>	\$3.07<u></u>\$3.16	\$0.65<u></u>\$0.70	<u>\$7.63</u> <u>\$7.87</u>
<u>8,653</u>	AEL Roadway ATBS 4K	<u>76</u>		<u>26</u>	<u>\$3.87<u>\$4.01</u></u>	<u>\$3.07<u></u>\$3.16</u>	\$0.65<u></u>\$0.70	\$7.63<u>\$7.87</u>
<u>5,300</u>	Cree RSW Amber - XL	<u>144</u>		<u>49</u>	\$10.92<u></u>\$11.3	\$6.24<u></u>\$6.43	\$1.23<u></u>\$1.32	<u>\$18.39<u></u>\$19.06</u>
<u>3,715</u>	Cree RSW Amber - Large	<u>92</u>		<u>32</u>	\$7.96<u></u>\$8.25	<u>\$4.94<u>\$5.09</u></u>	\$0.81<u>\$0.87</u>	<u>\$13.71<u></u>\$14.21</u>
<u>7,300</u>	<u>EPTC</u>	<u>65</u>		<u>22</u>	<mark>\$12.73</mark> <u>\$13.19</u>	\$6.59<u></u>\$6.79	\$0.55 <u>\$0.59</u>	\$19.87 <u>\$20.57</u>
<u>3.358</u>	Cont American Elect 3K	<u>38</u>		<u>13</u>	\$5.34<u>\$5.53</u>	\$3.46<u>\$3.56</u>	\$0.33<u></u>\$0.35	<u>\$8.47<u></u>\$9.44</u>
<u>3,615</u>	Cont American Elect 4K	<u>38</u>		<u>13</u>	<u>\$5.54<u>\$5.53</u></u>	<u>\$3.46<u></u>\$3.56</u>	<u>\$0.33<u></u>\$0.35</u>	<u>\$9.33</u> <u>\$9.44</u>
<u>16,593</u>	Acuity AEL ATB2 Gray	<u>133</u>		<u>46</u>	\$6.45<u></u>\$6.68	<u>\$4.06<u></u>\$4.18</u>	\$1.16<u></u>\$1.24	<u>\$11.67<u></u>\$12.10</u>
<u>6,586</u>	Holophane Granville	<u>51</u>		<u>18</u>	<mark>\$12.16</mark> <u>\$13.16</u>	\$6.95 <u>\$7.16</u>	\$0.45<u></u>\$0.49	<u>\$19.56<u>\$20.81</u></u>
<u>12,000</u>	Cree XSPM	<u>95</u>		<u>33</u>	<u>\$5.68<u></u>\$5.88</u>	<u>\$3.77<u></u>\$3.88</u>	\$0.83<u></u>\$0.89	\$10.28 <u>\$10.65</u>

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Initial

Section No. VI Thirty-Second Third Revised Sheet No. 6.18 Canceling Thirty-Second Thirty-First Revised Sheet No. 6.18

> PAGE **EFFECTIVE DATE** 4 of 11

March 29, 2019

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

Mercury Vapor (Not Available for New Installations)

Lamp Rating <u>(Lumen)</u>	Desc.	Lamp <u>Wattage</u>	Line <u>Wattage</u>	Est. <u>kWh</u>	Fixture <u>Charge</u>	Maint. <u>Charge</u>	Energy <u>Charge</u>	Total <u>Charge</u>
7000*	Open Bottom	175	195	67	\$2.19 <u>\$2.27</u>	\$1.36<u></u>\$1.40	\$1.69 <u>\$1.81</u>	<u>\$5.24<u>\$5.48</u></u>
3200*	Cobrahead	100	114	39	\$4.06<u></u>\$4.20	<u>\$1.90<u>\$1.96</u></u>	\$0.98<u></u>\$1.05	\$6.9 4 <u>\$7.22</u>
7000*	Cobrahead	175	195	67	\$3.69 \$3.82	\$1.78 \$1.83	\$1.69 \$1.81	\$7.16 \$7.46
9400*	Cobrahead	250	277	95	\$4.85 \$5.02	\$2.16 \$2.23	\$2.39 \$2.57	\$9.40 \$9.82
17000*	Cobrahead	400	442	152	\$5.30 \$5.49	\$2.25 \$2.32	\$3.83 \$4.11	\$11.38 \$11.92
48000*	Cobrahead	1000	1084	372	\$10.63 \$11.01	\$3.91 \$4.03		\$23.90 \$25.10
17000*	Directional	400	474	163	\$7.97 <u>\$8.26</u>	\$3.02 <u>\$3.11</u>	· · · · · · · · · · · · · · · · · · ·	\$15.09 <u>\$15.78</u>

Not Available for New Installation.

Estimated Monthly kWh = (Line Wattage x Annual Operating Hours)/(1000 x 12)

Energy Charge = $\frac{2.5172.590}{2.590}$ ¢/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) \$17.76\$18.40.

Charge for 13 ft. decorative high gloss concrete pole used only for decorative lights (Colonial, Acorn, or English Coach) \$16.10\$16.68.

Charge for 16 ft. decorative base aluminum pole with 6" Tenon used only for decorative lights (Destin Single or Double) \$12.76\$13.22.

Charge for 17 ft. decorative base aluminum pole used only for decorative lights (Colonial, Acorn, or English Coach) \$18.65\$19.32.

Charge for 18 ft. (14 ft. mounting height) aluminum decorative York pole \$16.94\$17.55.

Charge for 20 ft. (16 ft. mounting height) aluminum decorative Grand pole \$13.85\$14.35.

Charge for 20 ft. fiberglass pole used only for decorative lights (Colonial) \$6.60\$6.84.

* Charge for 20 ft. (16 ft. mounting height) aluminum, round, tapered pole (Spun Tenon)

ISSUED BY: Charles S. BoyettTiffany Cohen

Section No. VI Twenty-Eighth Ninth Revised Sheet No. 6.19 Canceling <u>Twenty-Eighth</u> Twenty-Seventh Revised Sheet No. 6.19 PAGE **EFFECTIVE DATE** 5 of 11 March 29, 2019 (Continued from Rate Schedule OS, Sheet No. 6.18) **ADDITIONAL FACILITIES CHARGES (continued):** Charge for 30 ft. aluminum pole used with concrete adjustable base \$20.93 \$21.69. Charge for 35 ft. concrete pole \$13.04\$13.51. Charge for 35 ft. concrete pole (Tenon Top) \$18.00\$18.65. Charge for 35 ft. wood pole \$6.22\$6.44. Charge for 35 ft. (30 ft. mounting height) aluminum, round, tapered pole \$25.67\$26.60. Charge for 40 ft. wood pole \$7.64\$7.92. Charge for 45 ft. concrete pole (Tenon Top) \$23.63\$24.48. Charge for 22 ft. aluminum pole \$14.30\$14.81. Charge for 25 ft. aluminum pole \$14.88\$15.42. Charge for 30 ft. aluminum pole with 8' arm \$37.21\$38.55. Charge for 30 ft. aluminum pole with 10' arm \$38.99\$40.39. Charge for 30 ft. aluminum pole with 12' arm \$36.10\$37.40. Charge for 35 ft. aluminum pole with 8' arm \$40.97\$42.44. Charge for 35 ft. aluminum pole with 10' arm \$40.48\$41.94. Charge for 35 ft. aluminum pole with 12' arm \$41.44\$42.93. Charge for 40 ft. aluminum pole with 8' arm \$42.40\$43.93. Charge for 40 ft. aluminum pole with 10' arm \$44.79\$46.40. Charge for 40 ft. aluminum pole with 12' arm \$46.25\$47.92. Charge for 16 ft. aluminum decorative arlen pole \$16.10\$16.68. Charge for 16 ft. aluminum decorative arlen pole with banner arms <u>\$19.87</u>\$20.59. Charge for 40 ft. concrete pole \$31.05\$32.17. Charge for 45 ft. wood pole \$7.61\$7.88. Charge for 50 ft. wood pole \$9,11\$9,44. Charge for 18 ft. aluminum, round tapered pole \$7.35\$7.61. Charge for 14.5 ft. concrete, round tapered pole \$17.27\$17.89. Charge for single arm for Shoebox/Small Parking Lot fixture \$2.48\$2.57. Charge for double arm for Shoebox/Small Parking Lot fixture \$2.75\$2.85. Charge for triple arm for Shoebox/Small Parking Lot fixture \$3.72\$3.85. Charge for quadruple arm for Shoebox/Small Parking Lot fixture \$4.70\$4.87. Charge for Tenon Top adapter for 100,000 Lumen Large Parking Lot fixture \$4.57\$4.73. Charge for optional 100 amp relay \$25.59\$26.51. Charge for 25 kVA transformer (noncoastal) \$35.42\$36.70 Charge for 25 kVA transformer (costal) \$52.31.

All other additional facilities shall be billed at <u>1.74%</u> 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.

Section No. VI Original Sheet No. 6.19.1

> PAGE E 6 of 11

EFFECTIVE DATE

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 <u>Twenty-NinthThirtieth</u> Revised Sheet No. 6.20 Canceling <u>Twenty-Ninth</u> Twenty-Eighth Revised Sheet No. 6.20

PAGE	EFFECTIVE DATE
7 of 11	March 29, 2019

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

(Closed Schedule)

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 2.5172.590¢/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.

ISSUED BY: Charles S. Boyett Tiffany Cohen

Section No. VI <u>Twenty-NinthThirtieth</u> Revised Sheet No. 6.21 Canceling <u>Twenty-Ninth</u> Twenty Eighth Revised Sheet No. 6.21

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EFFECTIVE DATE
March 29, 2019
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(Continued from Rate Schedule OS, Sheet No. 6.20)

Initial

MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:

Lamp Rating (Lumen)	<u>Lamp</u> Wattage	<u>Line</u> Wattage	<u>Est.</u> <u>kWh</u>	<u>Relamping</u> <u>Charge</u>	Energy Charge	<u>Total</u> <u>Charge</u>
			—			
<u>8800</u>	<u>100</u>	<u>120</u>	<u>41</u>	\$0.70 <u>\$0.72</u>	<u>\$1.03<u></u>\$1.11</u>	<u>\$1.73<u></u>\$1.83</u>
<u>16000*</u>	<u>150</u>	<u>197</u>	<u>68</u>	\$0.69 <u>\$0.71</u>	<u>\$1.71</u> <u>\$1.84</u>	<u>\$2.40\$2.55</u>
<u>20000*</u>	<u>200</u>	<u>233</u>	<u>80</u>	\$0.73 \$0.73	\$2.01 \$2.16	<u>\$2.74</u> <u>\$2.89</u>
<u>25000*</u>	<u>250</u>	<u>292</u>	<u>100</u>	\$0.72 \$0.74	\$2.52 \$2.70	\$3.24 \$3.44
<u>46000*</u>	<u>400</u>	<u>477</u>	<u>164</u>	\$0.71 \$0.73	\$4.13 \$4.43	<u>\$4.84\$5.16</u>
<u>125000*</u>	<u>1000</u>	<u>1105</u>	<u>379</u>	\$0.91\$0.94	\$9.54\$10.25	\$10.45\$11.19
				ψ0. 01 <u>ψ0.04</u>	φ0.0+ <u>φ10.20</u>	φιστισ <u>φτητο</u>

High Pressure Sodium Vapor

<u>Initial</u> Lamp Rating	Lamp	Line	Est.	Relamping	Energy	Total
<u>(Lumen)</u>	<u>Wattage</u>	<u>Wattage</u>	<u>kWh</u>	<u>Charge</u>	Charge	<u>Charge</u>
<u>32000*</u>	<u>400</u>	<u>476</u>	<u>163</u>	\$0.84 \$0.87	\$4.10 \$4.22	\$4.94 \$5.09
100000*	1000	1100	378			* 10 000 10 00
				<u>\$3.11<u></u>\$3.20</u>	\$9.51<u>\$9.79</u>	\$12.62 \$12.99

Metal Halide

* Not Available for New Installation

** Estimated Monthly kWh = (Line Wattage x Annual Operating Hours)/(1000 x 12)

*** Energy Charge = 2.5902.517¢/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 \$6.22.

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

Section No. VI Ninteenth Revised Sheet No. 6.22 Canceling Eighteenth Revised Sheet No. 6.22

PAGE	EFFECTIVE DATE
9 of 11	March 29, 2019

(Continued from Rate Schedule OS, Sheet No. 6.21)

PROVISION FOR UP FRONT PAYMENT OF ADDITIONAL FACILITIES:

At the Customer's option, the cost of the additional facilities may be paid up front in lieu of a monthly charge. Should the Customer choose this method of payment, the amount will be the Company's total installed cost for these additional facilities for overhead or underground distribution electric service. The Company will retain ownership of these additional facilities.

The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

PROVISION FOR UP FRONT PAYMENT OF FIXTURES:

At the Customer's option, the cost of the fixture(s) may be paid up front in lieu of paying the monthly Total Charge of the fixture(s). Should the Customer choose this method of payment, the amount will be the Company's total installed cost for the fixture(s). The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges.

The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis the Maintenance and Energy Charges for the fixture(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

PROVISION FOR CHANGING TO DIFFERENT FIXTURE BEFORE CONTRACT EXPIRES:

The Company will change out a fixture(s) currently being billed to a customer to a different type of fixture(s) at no cost after the expiration of the initial contract term. If a Customer requests that the change out be made prior to the end of the initial contract term, the Customer will be billed labor and overhead costs for the removal of the old fixture or parts necessary for the conversion (lamp, ballast, etc.) and the installation of the new fixture or parts necessary for the conversion (lamp, ballast, etc.). The Customer will then begin paying the price in the tariff applicable to the new fixture(s) that was installed.

ISSUED BY: Charles S. Boyett

Section No. VI Twenty-Fifth Sixth Revised Sheet No. 6.23 Canceling Twenty-Fifth Twenty-Fourth Revised Sheet No. 6.23

PAGE	EFFECTIVE DATE
10 of 11	March 29, 2019

(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:

5.098 4.744 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 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.

ISSUED BY: Charles S. Boyett Tiffany Cohen

Section No. VI Thirty-First Revised Sheet No. 6.24 Canceling Thirtieth Revised Sheet No. 6.24

PAGE	EFFECTIVE DATE
11 of 11	January 1, 2021

(Continued from Rate Schedule OS, Sheet No. 6.23)

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

STORM PROTECTION: See Sheet No. 6.31

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

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.

ISSUED BY: Tiffany Cohen

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GULF POWER COMPANY

<u>Section No. VI</u> Original Sheet No. <mark>6.24.1</mark>
PAGE EFFECTIVE DATE 1 of 2 EFFECTIVE DATE
AVAILABILITY:
In all territory served.
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. All modifications to existing or new Customer-owned circuits to be metered under this tariff.
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: \$7.50
Energy Charge: 2.010¢/kWh
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.
ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

<u>Section No. VI</u> Original Sheet No. <u>6.24.2</u>
PAGEEFFECTIVE DATE2 of 2
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
See Sheet No. 6.31
STORM RESTORATION: See Sheet No. 6.25
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.

ISSUED BY: Tiffany Cohen

<u>Section No. VI</u> Original Sheet No. 6.24.3
PAGE EFFECTIVE DATE 1 of 2 EFFECTIVE DATE TRAFFIC SIGNAL METERED SERVICE EFFECTIVE DATE
AVAILABILITY:
In all territory served.
APPLICABILITY:
Service for traffic signal lighting where the signal system and the circuit to connect with Company's existing supply lines are installed, owned and maintained by Customer.
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: \$7.50
Energy Charge: <u>4.404</u> ¢/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.
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ISSUED BY: Tiffany Cohen

<u>Section No. VI</u> Original Sheet No. <u>6.24.4</u>
PAGE EFFECTIVE DATE 2 of 2 2
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
Storm PROTECTION: See Sheet No. 6.31
STORM RESTORATION: See Sheet No. 6.25
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.
ISSUED BY: Tiffany Cohen

GULF F	POWER	COMPANY
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	Section No. VI
	<u>Original Sheet No. 6.24.5</u>
	PAGE EFFECTIVE DATE
	<u>1 of 5</u>
RATE SCHEDULE LT-1	
IGHTING	
AVAILABILIT	<u>Y:</u>
In all territory served.	
APPLICABILIT	<u>Y:</u>
For the purpose of lighting streets and roadways, area lighting inc	cluding parking lots and common areas, whether put
or privately owned, and security lighting.	sidding parking lots and common areas, whether pa
TYPE OF INSTALL.	ATION:
All new installations will be light emitting diodes (LED).	
Company-owned fixtures normally will be mounted on poles of t	he Company's existing distribution system and an
from overhead wires. For roadway and area lighting, excluding	
poles or underground wires at the charges specified below. In	addition, the Company, at its discretion, may offer
Customer the option of Company-owned fixtures attached to put the customer owned poles require pre-approval by a Company	
The location and the type of the facilities are, and will continue to equipment and personnel for both construction and maintenance.	
equipment and personnel to both construction and maintenance.	<u>-</u>
SERVICE	<u>i</u>
Service includes energy from dusk each day until dawn the	following day and maintenance of Company-own
lighting systems. Maintenance includes replacement or repair	
operational and safe. The Company will maintain its facilitie practicable following notification by the Customer that such we	
enter the Customer's premises at all reasonable times for the pur	pose of inspecting, maintaining, installing and remov
any or all of its equipment and facilities.	
The Company, while exercising reasonable diligence at all tim	
continuous lighting and will not be liable for damages for any inter- right to interrupt service at any time for necessary repairs to lines	
LIMITATION OF S	ERVICE:
Installation shall be made only when, in the judgement of the C	
and will continue to be, easily and economically accessible construction and maintenance. Overhead conductors will not b	
distribution area, or any area, premises or location served from	
For security lights, customer must have an active house or prer	mise account associated with this service Stand-by
resale service is not permitted hereunder.	
SPECIAL CONDITI	IONS:
Customers whose lights are turned off during sea turtle nesting	
associated with the fixtures that are turned off.	
TERM OF SERVI	
Initial term of ten (10) years with automatic, successive five (5) y Gulf or the Customer at least ninety (90) days prior to the curren	
<u>our or the oustomer at least ninety (90) days phot to the cuffer</u>	ic terms expiration. Term of service begins upon
execution of the LED Lighting Agreement.	
execution of the LED Lighting Agreement.	
execution of the LED Lighting Agreement. ISSUED BY: Tiffany Cohen	

GULF POWER C	OMPANY
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<u>Section No. VI</u> Original Sheet No. <mark>6.24.6</mark>
PAGE EFFECTIVE DATE 2 of 5
<u>RULES AND REGULATIONS:</u> Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.
CUSTOMER CONTRIBUTIONS:
A Contribution-in-Aid-of-Construction (CIAC) will be required for:
a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Lighting System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by the Company with a credit (not to exceed the total CIAC cost) for the value of this work as determined by the Company;
b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.
<u>These costs shall be paid by the Customer prior to the initiation of any construction work by the Company.</u> The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.
REMOVAL OR RELOCATION OF FACILITIES:
If Company owned lighting facilities are removed by Customer request, breach of the Agreement or non- payment, the Customer may be responsible to pay the net book value for the fixtures, poles, and additional lighting facility charges plus the cost to remove the facilities. These charges do not apply to conversions of Company owned non-LED to Company owned LED lights.
facilities in the new location. Facilities will not be transferred and reused at a new location.
In all cases, should the Customer request termination of the Agreement, such termination will require written notice 90 days prior to the date of termination.
CONVERSION OF COMPANY OWNED NON-LED LIGHTS TO COMPANY OWNED LED LIGHTS:
For customers converting Company owned non-LED to Company owned LED Lights, the LED Conversion Recovery Charge will apply and there will be no charge for the fixtures being removed. Any other charges for relocation or replacement of Company owned facilities would still apply.
ISSUED BY: Tiffany Cohen

		<u>Section No. VI</u> Original Sheet No. (
	PAGE <u>3 of 5</u>	EFFECTIVE
CHANGE IN FIXTURE S	SIZE OR TYPE:	
At the Customer's request, the Company will change to a changes are consistent with good engineering practices.		
an LED or non-LED fixture request. The Customer will p		
removal costs and will receive a credit for 4 years addition		
applicable. If changes are required to the distribution sy charges as described will also apply. The Customer will		
other fixture changes.	<u>pay are company</u>	
MONTHLY RATES FOR MAINTE		
MONTHET RATES FOR MAINTE	NANCE AND CO	UNVERSION.
Maintenance per Fixture for Company Owned LED Fixt		<u>\$1.30</u>
Maintenance per Fixture for Company Owned Fixture of LED Conversion Recovery Charge	on Customer Pole	<u>\$1.04</u> \$1.48
		<u><u><u></u></u><u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u></u></u>
MONTHLY RATES FOR POLES USED	ONLY FOR LIG	HTING SYSTEM:
Standard Wood pole		\$5.66
Standard Concrete pole		\$7.73
Standard Fiberglass pole Decorative Concrete pole		<u>\$9.16</u> \$25.82
		ψ20.02
BILLIN	<u>iG.</u>	
During the initial installation period:		
<u>Facilities in service for 15 days or less will not be</u> Facilities in service for 16 days or more will be bill		
For Security lights only, the Company has the right at		e the light for non-pay
decline new request to customers with prior non-paym	ent activity.	

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<u>Section No. VI</u> Original Sheet No. 6.24.8

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<u></u>	

MONTHLY RATES FOR LED FIXTURES*:

		Fixture Tier	-	-	-	-	-	-		-	-	-	-	-	-	_
Energy Tier	Charge	1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>Z</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
Α	<u>\$0.00</u>	<u>1.5</u>	4.5	7.5	10.5	13.5	<u>16.5</u>	<u>19.5</u>	22.5	25.5	28.5	31.5	34.5	37.5	40.5	43.5
B	<u>\$0.20</u>	<u>1.7</u>	4.7	7.7	10.7	13.7	16.7	19.7	22.7	25.7	<u>28.7</u>	<u>31.7</u>	<u>34.7</u>	<u>37.7</u>	<u>40.7</u>	<u>43.7</u>
<u>C</u>	<u>\$0.40</u>	<u>1.9</u>	<u>4.9</u>	<u>7.9</u>	<u>10.9</u>	<u>13.9</u>	<u>16.9</u>	<u>19.9</u>	<u>22.9</u>	25.9	28.9	<u>31.9</u>	<u>34.9</u>	<u>37.9</u>	<u>40.9</u>	<u>43.9</u>
D	<u>\$0.60</u>	<u>2.1</u>	<u>5.1</u>	<u>8.1</u>	<u>11.1</u>	<u>14.1</u>	17.1	<u>20.1</u>	<u>23.1</u>	26.1	<u>29.1</u>	<u>32.1</u>	<u>35.1</u>	<u>38.1</u>	<u>41.1</u>	44.1
E	<u>\$0.80</u>	2.3	<u>5.3</u>	<u>8.3</u>	<u>11.3</u>	<u>14.3</u>	<u>17.3</u>	20.3	<u>23.3</u>	26.3	<u>29.3</u>	32.3	<u>35.3</u>	38.3	<u>41.3</u>	<u>44.3</u>
E	<u>\$1.00</u>	2.5	<u>5.5</u>	<u>8.5</u>	<u>11.5</u>	<u>14.5</u>	<u>17.5</u>	20.5	<u>23.5</u>	26.5	29.5	32.5	<u>35.5</u>	38.5	<u>41.5</u>	44.5
G	<u>\$1.20</u>	2.7	<u>5.7</u>	<u>8.7</u>	<u>11.7</u>	<u>14.7</u>	17.7	20.7	23.7	26.7	<u>29.7</u>	32.7	<u>35.7</u>	38.7	<u>41.7</u>	44.7
H	<u>\$1.40</u>	2.9	<u>5.9</u>	<u>8.9</u>	<u>11.9</u>	<u>14.9</u>	<u>17.9</u>	20.9	23.9	<u>26.9</u>	<u>29.9</u>	<u>32.9</u>	<u>35.9</u>	<u>38.9</u>	<u>41.9</u>	<u>44.9</u>
1	<u>\$1.60</u>	<u>3.1</u>	<u>6.1</u>	<u>9.1</u>	12.1	<u>15.1</u>	18.1	21.1	24.1	27.1	<u>30.1</u>	33.1	<u>36.1</u>	<u>39.1</u>	<u>42.1</u>	<u>45.1</u>
<u>J</u>	<u>\$1.80</u>	<u>3.3</u>	<u>6.3</u>	<u>9.3</u>	<u>12.3</u>	<u>15.3</u>	<u>18.3</u>	<u>21.3</u>	<u>24.3</u>	27.3	<u>30.3</u>	33.3	<u>36.3</u>	<u>39.3</u>	<u>42.3</u>	<u>45.3</u>
K	<u>\$2.00</u>	<u>3.5</u>	<u>6.5</u>	<u>9.5</u>	<u>12.5</u>	<u>15.5</u>	<u>18.5</u>	21.5	24.5	27.5	<u>30.5</u>	33.5	<u>36.5</u>	<u>39.5</u>	<u>42.5</u>	<u>45.5</u>
<u>L</u>	<u>\$2.20</u>	<u>3.7</u>	<u>6.7</u>	<u>9.7</u>	12.7	<u>15.7</u>	<u>18.7</u>	21.7	24.7	27.7	<u>30.7</u>	33.7	<u>36.7</u>	<u>39.7</u>	<u>42.7</u>	<u>45.7</u>
M	<u>\$2.40</u>	<u>3.9</u>	<u>6.9</u>	<u>9.9</u>	<u>12.9</u>	<u>15.9</u>	<u>18.9</u>	<u>21.9</u>	<u>24.9</u>	27.9	<u>30.9</u>	<u>33.9</u>	<u>36.9</u>	<u>39.9</u>	<u>42.9</u>	<u>45.9</u>
N	<u>\$2.60</u>	<u>4.1</u>	<u>7.1</u>	<u>10.1</u>	<u>13.1</u>	<u>16.1</u>	<u>19.1</u>	22.1	<u>25.1</u>	<u>28.1</u>	<u>31.1</u>	<u>34.1</u>	<u>37.1</u>	<u>40.1</u>	<u>43.1</u>	<u>46.1</u>
<u>o</u>	<u>\$2.80</u>	<u>4.3</u>	<u>7.3</u>	<u>10.3</u>	<u>13.3</u>	<u>16.3</u>	<u>19.3</u>	<u>22.3</u>	<u>25.3</u>	28.3	<u>31.3</u>	<u>34.3</u>	<u>37.3</u>	40.3	<u>43.3</u>	<u>46.3</u>
<u>P</u>	<u>\$3.00</u>	<u>4.5</u>	<u>7.5</u>	<u>10.5</u>	<u>13.5</u>	<u>16.5</u>	<u>19.5</u>	22.5	<u>25.5</u>	28.5	<u>31.5</u>	34.5	<u>37.5</u>	40.5	<u>43.5</u>	46.5
Q	<u>\$3.20</u>	<u>4.7</u>	7.7	<u>10.7</u>	<u>13.7</u>	<u>16.7</u>	<u>19.7</u>	22.7	<u>25.7</u>	28.7	<u>31.7</u>	<u>34.7</u>	<u>37.7</u>	40.7	<u>43.7</u>	46.7
<u>R</u>	<u>\$3.40</u>	<u>4.9</u>	<u>7.9</u>	<u>10.9</u>	<u>13.9</u>	<u>16.9</u>	<u>19.9</u>	22.9	<u>25.9</u>	28.9	<u>31.9</u>	<u>34.9</u>	<u>37.9</u>	40.9	<u>43.9</u>	46.9
<u>S</u>	<u>\$3.60</u>	<u>5.1</u>	<u>8.1</u>	<u>11.1</u>	<u>14.1</u>	<u>17.1</u>	20.1	23.1	<u>26.1</u>	<u>29.1</u>	<u>32.1</u>	35.1	<u>38.1</u>	41.1	<u>44.1</u>	<u>47.1</u>
I	<u>\$3.80</u>	<u>5.3</u>	8.3	<u>11.3</u>	<u>14.3</u>	<u>17.3</u>	20.3	23.3	26.3	29.3	<u>32.3</u>	35.3	<u>38.3</u>	41.3	44.3	<u>47.3</u>
<u>U</u>	<u>\$4.00</u>	<u>5.5</u>	<u>8.5</u>	<u>11.5</u>	<u>14.5</u>	<u>17.5</u>	<u>20.5</u>	<u>23.5</u>	<u>26.5</u>	29.5	32.5	35.5	<u>38.5</u>	41.5	44.5	47.5
V	<u>\$4.20</u>	<u>5.7</u>	<u>8.7</u>	<u>11.7</u>	<u>14.7</u>	<u>17.7</u>	20.7	23.7	<u>26.7</u>	29.7	32.7	35.7	<u>38.7</u>	41.7	44.7	47.7
W	<u>\$4.40</u>	<u>5.9</u>	<u>8.9</u>	<u>11.9</u>	<u>14.9</u>	<u>17.9</u>	<u>20.9</u>	<u>23.9</u>	<u>26.9</u>	29.9	32.9	<u>35.9</u>	<u>38.9</u>	<u>41.9</u>	<u>44.9</u>	<u>47.9</u>
X	<u>\$4.60</u>	<u>6.1</u>	<u>9.1</u>	<u>12.1</u>	<u>15.1</u>	<u>18.1</u>	<u>21.1</u>	<u>24.1</u>	27.1	<u>30.1</u>	<u>33.1</u>	36.1	<u>39.1</u>	<u>42.1</u>	<u>45.1</u>	<u>48.1</u>
Y	<u>\$4.80</u>	<u>6.3</u>	<u>9.3</u>	<u>12.3</u>	<u>15.3</u>	<u>18.3</u>	<u>21.3</u>	24.3	27.3	30.3	33.3	36.3	<u>39.3</u>	42.3	<u>45.3</u>	48.3
Z	<u>\$5.00</u>	<u>6.5</u>	<u>9.5</u>	<u>12.5</u>	<u>15.5</u>	<u>18.5</u>	<u>21.5</u>	24.5	27.5	30.5	33.5	36.5	<u>39.5</u>	42.5	<u>45.5</u>	48.5
<u>AA</u>	<u>\$5.20</u>	<u>6.7</u>	9.7	12.7	15.7	<u>18.7</u>	21.7	24.7	27.7	30.7	33.7	36.7	<u>39.7</u>	42.7	45.7	48.7
BB	<u>\$5.40</u>	<u>6.9</u>	<u>9.9</u>	<u>12.9</u>	<u>15.9</u>	<u>18.9</u>	<u>21.9</u>	<u>24.9</u>	<u>27.9</u>	30.9	<u>33.9</u>	<u>36.9</u>	<u>39.9</u>	<u>42.9</u>	<u>45.9</u>	<u>48.9</u>
<u>CC</u>	<u>\$5.60</u>	<u>7.1</u>	<u>10.1</u>	<u>13.1</u>	<u>16.1</u>	<u>19.1</u>	22.1	<u>25.1</u>	<u>28.1</u>	<u>31.1</u>	<u>34.1</u>	<u>37.1</u>	40.1	<u>43.1</u>	46.1	<u>49.1</u>
DD	<u>\$5.80</u>	<u>7.3</u>	<u>10.3</u>	<u>13.3</u>	<u>16.3</u>	<u>19.3</u>	22.3	25.3	28.3	31.3	34.3	<u>37.3</u>	40.3	43.3	46.3	<u>49.3</u>
EE	<u>\$6.00</u>	<u>7.5</u>	<u>10.5</u>	<u>13.5</u>	<u>16.5</u>	<u>19.5</u>	<u>22.5</u>	25.5	<u>28.5</u>	<u>31.5</u>	<u>34.5</u>	<u>37.5</u>	40.5	43.5	<u>46.5</u>	<u>49.5</u>

*Notes:

Catalog of available fixtures and the assigned billing tier for each can viewed at www.gulfpower.com

The non-fuel energy charge is 3.300¢ per kWh; where kWh is calculated as (wattage x 353.3 hours per month) / 1000

ISSUED BY: Tiffany Cohen

Section No. VI Original Sheet No. 6.24.9
4 of 5
SPECIAL PROVISIONS:
Where the Company provides fixtures or poles other than those referenced above, the monthly charges as applicable shall be computed as follows:
Charge: <u>1.14% of the Company's average installed cost of the pole, light fixture or both.</u>
Standard maintenance fees to apply Standard non-fuel Energy Charge to apply
ADDITIONAL LIGHTING CHARGE:
Any special or additional lighting charges, which are required by the Company, will be billed in addition to the above rates.
Charge: 1.14% of the Company's average installed cost of the additional lighting facilities.
WILLFUL DAMAGE:
Upon the second occurrence of willful damage to any Company-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, the Company will:
a) If a commercially available and Company approved device exists, install a protective shield. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Custome chooses to have the shield installed before the second occurrence, the Customer shall only pay the cost of the shield; or
b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Custome shall pay the estimated costs of the replacement fixture; or
c) Terminate service to the fixture. In this case, the lighting facilities will be removed from the field and from billing; the Customer will pay the lighting facilities charges for the remaining period of the currently active term of service plus the cost to remove the facilities.
Option selection shall be made by the Customer in writing and apply to all fixtures which the Company has installed on the Customer's behalf on the same account. Selection changes may be made by the Custome at any time and will become effective ninety (90) days after written notice is received.
ISSUED BY: Tiffany Cohen

ISSUED BY: Tiffany Cohen

Section No. VI Sheet No. 6.24.10 PAGE EFFECTIVE DATE 5 of 5
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
See Sheet No. 6.31
Storm RESTORATION: See Sheet No. 6.25
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.

ISSUED BY: Tiffany Cohen

Section No. VI Twenty-FourthTwenty-Fifth Revised Sheet No. 6.25 Canceling Twenty-Fourth Twenty-Third Revised Sheet No. 6.25 **RATE SCHEDULE STORM** STORM RESTORATION RECOVERY PAGE **EFFECTIVE DATE** 1 of 1 March 29, 2019 **APPLICABILITY:** Applicable to each filed retail rate schedule under which a Customer receives service. DETERMINATION OF STORM RESTORATION RECOVERY SURCHARGE The Storm Restoration Recovery Surcharge is designed to recover incremental storm-related costs incurred by the Company related to Hurricane Michael, as well as funds to replenish the Company's storm reserve. The factor is applicable to the Energy Charge under the Company's various rate schedules. Storm Restoration Recovery Surcharge factors are shown below: Rate Schedule ¢/kWh RS, RSVP, RSTOU 0.800 0.881 GS GSD, GSDT, GSTOU 0.443 LP, LPT 0.347 PX, PXT, RTP, SBS 0.234 OS-I/II 1.178 OS-III 1.178 Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Charles S. Boyett

		Section No. VI Original Sheet No. 6.25.1	
RATE SCHEDULE STORM INTERIM STORM RESTORATION RECOVERY			
	PAGE 1 of 1	EFFECTIVE DATE March 2, 2021	
APPLICABILITY:			
Applicable to each filed retail schedule under which a Customer receives service.			
DETERMINATION OF INTERIM STORM RESTORATION RECOVERY SURCHARGE			
The Interim Storm Restoration Recovery Sur related costs incurred by the Company rela Energy Charge under the Company's various	ted to Hurricane Sa		
Interim Storm Restoration Recovery Surcharge factors are shown below:			
<u>Rate Schedule</u> RS, RSVP GS GSD, GSDT, GSTOU LP, LPT PX, PXT, RTP, SBS OS-I/II OS-III		<u>¢/kWh</u> 0.300 0.329 0.167 0.130 0.087 0.239 0.239	

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

ISSUED BY: Tiffany Cohen

Section No. VI
Twelfth Revised Sheet No. 6.26
Canceling Eleventh Revised Sheet No. 6.26

PAGE	EFFECTIVE DATE
<u>of</u>	March 29, 2019

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Section No. VI Seventeenth Revised Sheet No. 6.27 Canceling Sixteenth Revised Sheet No. 6.27
PAGE EFFECTIVE DATE <u>of</u> March 29, 2019
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GULF POWER COMPANY DOCKET NO. 20210015-EI MFR NO. E-14, ATTACHMENT 1 OF 6, PAGE 139 OF 503

Section No. VI
Thirteenth Revised Sheet No. 6.28
Canceling Twelfth Revised Sheet No. 6.28

PAGE	EFFECTIVE DATE
of	March 29, 2019

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GULF POWER COMPANY DOCKET NO. 20210015-EI MFR NO. E-14, ATTACHMENT 1 OF 6, PAGE 140 OF 503

Section No. VI
Sixth Revised Sheet No. 6.28.1
Canceling Fifth Revised Sheet No. 6.28.1

PAGE	EFFECTIVE DATE
	March 29, 2019

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Section No. VI
Eighth Revised Sheet No. 6.29
Canceling Seventh Revised Sheet No. 6.29

PAGE	EFFECTIVE DATE
of	March 29, 2019

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Section No. VI
Eighth Revised Sheet No. 6.30
Canceling Seventh Revised Sheet No. 6.30

PAGE	EFFECTIVE DATE
Of	March 29, 2019

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Section No. VI
Second Revised Sheet No. 6.30.1
Canceling First Revised Sheet No. 6.30.1
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PAGE	EFFECTIVE DATE	
	March 29, 2019	

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Section No. VI Tenth Revised Sheet No. 6.31 Canceling Ninth Revised Sheet No. 6.31

RATE SCHEDULE SPP STORM PROTECTION PLAN COST RECOVERY CLAUSE

PAGE	EFFECTIVE DATE
1 of 1	January 1, 2021

APPLICABILITY:

Applicable as a modification of each filed rate of the Company in which the reference is made to Rate SPP.

DETERMINATION OF STORM PROTECTION PLAN COST RECOVERY FACTOR:

The purpose of the Storm Protection Plan Cost Recovery Clause is to recover costs related to the Company's approved Storm Protection Plan. Costs are classified and allocated to the rate classes using a demand allocation method consistent with the cost of service methodology approved in the Company's last rate case.

The total cost recovery factor applicable to energy or demand delivered will include, when applicable, a true-up, with interest, to prior actual costs, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues.

Storm Protection Plan Cost Recovery Clause factors are shown below:

	Storm Protection Plan Cost		
Rate Schedule	Recovery Factor		
RS, RSVP	0.037¢/kWh		
GS	0.039¢/kWh		
GSTOU	0.030¢/kWh		
GSD	\$0.09 per kW of billing demand		
GSDT	\$0.09 per kW of maximum demand		
LP	\$0.12 per kW of billing demand		
LPT	\$0.12 per kW of maximum demand		
PX, PXT, RTP, SBS	0.026¢/kWh		
OS-I/II	0.023¢/kWh		
OS-III	0.022¢/kWh		

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

Section No. VI Second Revised Sheet No. 6.31.1 Canceling First Revised Sheet No. 6.31.1

PAGE	EFFECTIVE DATE
	March 29, 2019

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Section No. VI Ninth-<u>Tenth</u> Revised Sheet No. 6.32 Canceling <u>NinthEighth</u> Revised Sheet No. 6.32

RATE SCHEDULE BB BUDGET BILLING (OPTIONAL RIDER)

PAGE	EFFECTIVE DATE
1 of 2 3	June 9, 2020

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, 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.

Any residential Customer who has no delinquent balances with the Company is eligible to participate in the Budget Billing Plan described below for RS rate billings. A Customer may terminate participation in the Budget Billing Plan at any time and may be terminated from the Budget Billing Plan by Gulf if the Customer becomes subject to collection action on this service account. Once a Customer's participation in the Budget Billing Plan has terminated he/she may not rejoin the Budget Billing Plan for twelve (12) months following the date of termination. Each eligible Customer not on this Budget Billing Plan will be notified annually of its availability.

Under the Budget Billing Plan, a Customer is billed monthly on a levelized consumption basis rather than on the basis of current consumption. The levelized amount is determined by averaging the last 12 monthly billings for the premise, or the average of all available billing history, whichever is less, and applying the current RS rate and appropriate adjustments. If the Customer has not resided at the premise for 12 months, the Customer's monthly billings plus the previous tenant's billings will be used. Any difference between the levelized amount and the regular bill amount is added to a deferred balance. The current levelized amount is adjusted each month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by 12. The levelized amount, plus the deferred balance adjustment, constitutes the current month's Budget Billing amount. Customers on the Budget Billing Plan will receive the following information on their monthly bill: current that requires a reissuance of their bill for any reason, the tariff rates and rules in effect at the time of reissuance shall apply.

If the Customer's participation in the Budget Billing Plan is terminated, any amount in the deferred balance which the Customer owes to Gulf will be billed to the Customer according to the terms any amount in the deferred balance which is owed to the Customer will be credited against any outstanding billed amounts, and any remaining balance will be credited against the Customer's future billings or returned upon request. Customers who transfer the location of their service account within Gulf's service territory will have the debit or credit balance transferred to the new service address.

Any GS or GSD Customer who has no delinquent balances and has been at the same location for 12 consecutive months with the Company is eligible to participate in the Budget Billing Plan described below for GS and GSD rate billings. However, GS or GSD Customers that rent electrical facilities from the Company under a Facility Rental Service Agreement will not be eligible to participate in this Budget Billing Plan. Additionally, GSD customers taking service under the Seasonal Demand Time of Use Rider will not be eligible to participate in the Budget Billing Plan. Additionally, GSD customers taking service under the Seasonal Demand Time of Use Rider will not be eligible to participate in the Budget Billing Plan. A Customer may terminate participation in the Budget Billing Plan at any time and may be terminated from the Budget Billing Plan by Gulf if the Customer becomes subject to collection action on this service account. Once a Customer's participation in the Budget Billing Plan has terminated he/she may not rejoin the Budget Billing Plan for twelve (12) months following the date of termination. Each eligible Customer not on this Budget Billing Plan will be notified annually of its availability.

Seventh-Eighth Revised Sheet No. 6.32.1 Canceling Sixth-Seventh Revised Sheet No. 6.32.1

Under the Budget Bill Plan, a Customer is billed monthly on a levelized consumption basis rather than on the basis of current consumption. The levelized amount is determined by averaging the last 12 monthly billings for the premise and applying the current GS or GSD rate and appropriate adjustments. If the Customer has not received electric service at the premise for 12 consecutive months, the Customer is not eligible to participate in the program. Any difference between the levelized amount and the regular bill amount is added to a deferred balance. The current levelized amount is adjusted each month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by 12. The levelized amount, plus the deferred balance adjustment, constitutes the current month's Budget Billing amount. Customers on the Budget Bill Plan will receive the following information on their monthly bill: current consumption and associated charges, the total budget bill charge, and the cumulative deferred balance. For any Customer that requires a reissuance of their bill for any reason, the tariff rates and rules in effect at the time of reissuance shall apply.

If the Customer's participation in the Budget Bill Plan is terminated either at the request of the Customer or the Company, or as a result of termination of this Budget Billing Plan, any amount in the deferred balance which the Customer owes to Gulf will be billed to the Customer according to the terms any amount in the deferred balance which is owed to the Customer will be credited against any outstanding billed amounts and any remaining balance will be credited against the Customer's future billings or returned upon request. Customers who transfer the location of their service account within Gulf's service territory will have the debit or credit balance transferred to the new service address.

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

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, 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 (excluding billings for Rate Schedule OS,) 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

 12

Section No. VI Fourth <u>Fifth Revised Sheet No. 6.33</u> Canceling <u>Fourth</u>Third Revised Sheet No. 6.33

2 of 2

(Continued from Rate Schedule BB, Sheet No.6.32.1)

For each month except the annual review month, if the difference between the newly calculated Monthly Budget Billing Amount and the current Monthly Budget Billing Amount is greater than \$5.00 and 10%, then the Monthly Budget Billing Amount will be reestablished at the newly calculated amount (rounded to the nearest whole dollar). In the Customer's annual review month, the Monthly Billing Amount will be reestablished at the newly calculated amount.

3. At the Customer's option (in lieu of carrying the deferred balance forward in the recalculation of the Monthly Budget Billing Amount) any deferred balance that is outstanding at the Customer's annual review may be settled either through being applied to the Customer's new bill (if a credit balance) or direct payment to the Company (if a debit balance).

TERM OF CONTRACT:

Upon request of the Customer, billing under the provisions of this rider shall continue thereafter until terminated as provided below.

TERMINATION:

Billing under this agreement shall be subject to termination by either party giving notice to the other party. This agreement may be terminated by the Company if the account becomes delinquent. In the event billing under this agreement is terminated, any amount the Customer has been underbilled shall immediately become due and payable to the Company and any amount overbilled shall be refunded to the Customer. Billing may be terminated under this agreement without terminating or affecting any service agreement between the Company and the Customer. In such event, billing under the normal monthly billing procedure will be resumed subsequent to the settlement statement rendered by the Company; however, nothing in this agreement shall be construed to waive the Company's rights to discontinue service in the event of failure to pay bills or for any other lawful cause as set forth in its electric tariff.

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

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	Section No. VI Thirty-First Revised Sheet No. 6.34 Canceling Thirtieth Revised Sheet No.6.34			
COST	RATE SCHEDULE CR COST RECOVERY CLAUSE FOSSIL FUEL AND PURCHASED POWER			
		PAGE 1 of 1	EFFECTIVE January 1	
		APPLICABILITY:		
Applicabl	le as a modification of each filed i	ate of the Company in	which reference is	made to Rate CR.
DETI	ERMINATION OF FOSSIL FU	EL AND PURCHASI FACTOR:	ED POWER COST	RECOVERY
procedur	Bills shall be decreased or increased by a factor calculated in accordance with the formula and procedures specified by the Florida Public Service Commission designed to give effect to changing efficiency, cost of fossil fuel and cost of purchased power.			
The energy charge per kilowatt-hour shall be increased or decreased \$0.00001 (1/100 of a mill) per kilowatt-hour for each \$0.00001 (1/100 of a mill) increase or decrease in the projected cost of fossil fuel and purchased power per kilowatt-hour. The total cost recovery factor per kWh applicable to energy delivered will include, when applicable, a true-up with interest, to prior actual costs and a Generation Performance Incentive Factor, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues.				
Fuel Cos	t Recovery Clause factors are sh	own below:	TOU	
<u>Group</u>	<u>Schedules</u>	<u>Standard</u>	<u>On-Peak</u>	<u>Off-Peak</u>
A	RS, RSVP, GS, GSD, GSDT, GSTOU, OSIII, SBS	3.070¢/kWh	3.539¢/kWh	2.879¢/kWh
B C D	LP, LPT, SBS PX, PXT, RTP, SBS OS-I/II	3.028¢/kWh 2.982¢/kWh 3.045¢/kWh	3.490¢/kWh 3.437¢/kWh N/A	2.840¢/kWh 2.796¢/kWh N/A
The recovery factor applicable for Rate Schedule SBS is based on the Customer's contract demand as follows:				
	<u>tract Demand (kW)</u> 100-499 500-7499 500 and greater	<u>Use Fac</u>	<u>ctor Applicable To</u> : GSDT LPT PXT	
Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.				
ISSUED	BY: Tiffany Cohen			

Section No. VI First Revised Sheet No. 6.34a Cancels Original Sheet No. 6.34a

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Section No. VI Twenty-Ninth Revised Sheet No. 6.35 Canceling Twenty-Eighth Revised Sheet No. 6.35

RATE SCHEDULE PPCC

PURCHASED POWER CAPACITY COST RECOVERY CLAUSE

PAGE	EFFECTIVE DATE
1 of 1	January 1, 2021

APPLICABILITY:

Applicable as a modification of each filed rate of the Company in which reference is made to Rate PPCC.

DETERMINATION OF PURCHASED POWER CAPACITY COST RECOVERY FACTOR:

The purpose of the Purchased Power Capacity Cost Recovery Clause is the recovery of payments made by the Company for capacity, net of revenues received by the Company for capacity sales. Costs are classified and allocated to the rate classes using a demand allocation method consistent with the cost of service methodology approved in the Company's last rate case.

The total cost recovery factor applicable to energy or demand delivered will include, when applicable, a true-up, with interest, to prior actual costs, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues.

Purchased Power Capacity Cost Recovery Clause factors are shown below:

	Purchased Power Capacity Cost		
Rate Schedule	Recovery Factor		
RS, RSVP	0.915¢ per kWh		
GS	0.931¢ per kWh		
GSD, GSDT, GSTOU	0.733¢ per kWh		
LP	\$2.86 per kW of billing demand		
LPT	\$2.86 per kW of maximum demand		
PX, PXT, RTP, SBS	0.623¢ per kWh		
OS-I/II	0.127¢ per kWh		
OS-III	0.566¢ per kWh		

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

	Section No. VI Twenty-Ninth Revised Sheet No. 6.36 Canceling Twenty Eighth Revised Sheet No. 6.36		
Canceling Twenty-Eighth Revised Sheet No. 6.36			
ENVIRONMENTAL COST RECOVERY CLAUSE			
	PAGE 1 of 1	EFFECTIVE DATE March 2, 2021	
APPLICABILITY:			
Applicable as a modification of each filed rate of the Company in which reference is made to Rate ECR.			
DETERMINATION OF ENVIRONME	ENTAL COST RI	ECOVERYFACTOR:	
The purpose of the Environmental Cost Recovery Clause is the recovery of costs associated with certain environmental investment and expenses. Costs are classified and allocated to the rate classes using an allocation method consistent with the cost of service methodology approved in the Company's last rate case.			
The monthly charge of each rate schedule shall be increased or decreased \$0.00001 (1/100 of a mill) per kilowatt-hour for each \$0.00001 (1/100 of a mill) increase or decrease in projected environmental costs per kilowatt-hour. The total cost recovery factor per kWh applicable to energy delivered will include, when applicable, a true-up, with interest, to prior actual costs, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues.			
Environmental Cost Recovery Clause factors are	shown below:		
Rate Schedule		ental Cost actor ¢/kWh	
RS, RSVP GS GSD, GSDT, GSTOU LP, LPT PX, PXT, RTP, SBS OS-I/II OS-III	1.6 1.3 1.7 1.7 0.3	521 549 322 157 138 354 043	

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

	Section No. VI
	Second Revised Sheet No. 6.36.1 Canceling First Revised Sheet No. 6.36.1
	Gancening First Nevised Sheet NO. 0.30.1
	PAGE EFFECTIVE DATE
	March 29, 2019
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ISSUED BY: Charles S. Boyett	
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Section No. VI Sixth Revised Sheet No. 6.37 Canceling Fifth Revised Sheet No. 6.37

PAGE	EFFECTIVE DATE
1 of 1	March 29, 2019

TAX ADJUSTMENT:

Bills shall be increased to offset the applicable proportionate part of any taxes, assessments, license fees or rentals against the Company's property imposed by any Government Authority in excess of those in effect December 31, 1990, which are assessed on the basis of poles, meters or customers or the price of or revenues from electric energy or service sold or the volume of energy generated or purchased for sale or sold.

FRANCHISE FEE BILLING:

Franchise fees shall be billed in accordance with Order No. 6650, issued by the Florida Public Service Commission on May 7, 1975.

GROSS RECEIPTS TAX ADJUSTMENT:

In accordance with Section 203.01 of the Florida Statutes, effective July 1, 1990, an increase in the rate of the state gross receipts tax is applicable to electric sales charges.

PAYMENT OF BILLS:

Bills for service will be rendered monthly by the Company to the Customer. Payment is due when the bill is rendered, and becomes delinquent twenty (20) days after mailing or delivery to the Customer. At least five (5) days written notice separate from any billing will be given before discontinuing service. Payment may be made at offices or authorized collecting agencies of the Company. Care will be used to have bills properly presented to the Customer, but non-receipt of the bill does not constitute release from liability for payment.

ISSUED BY: Charles S. Boyett

RATE SCHEDULE ECC COST RECOVERY CLAUSE ENERGY CONSERVATION

Section No. VI Thirty-Second Revised Sheet No. 6.38 Canceling Thirty-First Revised Sheet No. 6.38

PAGE EFFECTIVE DATE
1 of 1 January 1, 2021

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:

Rate Schedule	Energy Conservation Cost <u>Recovery Factor</u>
RS	0.090¢/kWh
RSVP Tier 1	(2.700)¢/kWh
RSVP Tier 2	(0.830)¢/kWh
RSVP Tier 3	6.757¢/kWh
RSVP Tier 4	51.020¢/kWh
GS	0.091¢/kWh
GSD, GSDT, GSTOU	0.085¢/kWh
LP, LPT	0.081¢/kWh
CL Credit	(\$5.57) per kW
PX, PXT, RTP, SBS	0.079¢/kWh
OS-I/II	0.065¢/kWh
OS-III	0.079¢/kWh

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

Section No. VI <u>Tenth-Eleventh</u> Revised Sheet No. 6.39 Canceling <u>TenthNinth</u> Revised Sheet No. 6.39

RATE SCHEDULE FLAT-1 RESIDENTIAL/COMMERCIAL FIXED RATE

PAGE	EFFECTIVE DATE
1 of 3	January 1, 2021

AVAILABILITY:

Available throughout the entire territory service area served by the Company.

APPLICABILITY:

<u>To Culf Power</u> customers in good credit standing, who have valid billing information for service pursuant to either Rate Schedule RS or Rate Schedule GS at their current premise for the twelve- month period immediately preceding the offer, excluding temporary service, are eligible to request the FLAT-1 rate.

All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

LIMITATION OF SERVICE:

Service under this rate schedule is not available to Net Metering customers or customers with multiple meters on one account. Customers may not participate in both Fixed Rate and Budget Billing.

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.

BILL FORMULA:

Annual Bill = {[Estimated Annual kWh X (<u>Estimated Base</u> Energy-Demand cents/kWh + Estimated <u>Cost</u> <u>Recovery Factors Fuel</u> cents/kWh + <u>Estimated ECCR cents/kWh + Estimated ECR cents/kWh + Estimated</u> <u>PPCC cents/kWh + Estimated SPP + Estimated STORM</u>)] X (1 + Risk Adder)} + <u>Estimated</u> Annual <u>Base</u> <u>Customer</u> Charge

Each Customer's annual bill is specific, or unique, to that customer.

Monthly Bill = Annual Bill / 12

Gulf Power periodically reviews the routes by which customers' meters are read to ensure they are in line with traffic patterns and efficiency goals. If a customer's neighborhood is reviewed, the date on which the customer's meter is read may change. Should this happen, the customer may see an adjustment in the Fixed Rate amount for the next billing period. This adjustment only reflects a change in the number of days in this billing period and the customer will continue to receive the customer's regular Fixed Rate amount after this adjusted billing.

	Section No. VI <u>Ninth-Tenth</u> Revised S	
	Canceling <u>Ninth</u> Eighth	Revised Sheet No. 6.40
	PAGE 2 of 3	EFFECTIVE DATE July 11, 2019
Continued from Rate Schedule FLAT-1, Sheet No. 6	6.39)	
	DEFINITIONS	
Estimated Annual kWh – Customer's expected historical metered usage adjusted for normal weat		
Estimated Cost Recovery Factors – Custor other applicable cost recovery factors.	mer's estimated costs for Fuel, Cons	servation, Environmental, Capacity
Risk Adder – The adder is used to compensate as well as the risk associated with the non-weath		
Estimated Annual Base Annual Customer Char RS or Rate Schedule GS, as applicable, multipli		omer charge under Rate Schedul
Estimated Base EnergyEnergy-Demand center Rate Schedule GS, as applicable.	s/kWh – The <u>estimated</u> base rate o	charge under Rate Schedule RS o
Normal Weather – Based on Gulf's seasonal he	eating degree-days and cooling degr	ee-days
Applicable Removal Charges - Any difference bas applicable, and the amount collected under Fi		Schedule RS or Rate Schedule GS
	ixed Rate	
	ERM OF CONTRACT:	
т	ERM OF CONTRACT:	
TI Service under this schedule shall be for a period All eligible Fixed Rate offers will be updated with	ERM OF CONTRACT: of not less than one year. their previous year consumption, an	d contracts will automatically rene
TI Service under this schedule shall be for a period All eligible Fixed Rate offers will be updated with for the following year, unless the customer notifies	ERM OF CONTRACT: of not less than one year. their previous year consumption, an s the company otherwise.	
TI Service under this schedule shall be for a period All eligible Fixed Rate offers will be updated with	ERM OF CONTRACT: of not less than one year. their previous year consumption, an s the company otherwise. n prior to the end of the 12 month c ference between their actual usage	ontract period, Applicable Remova
TI Service under this schedule shall be for a period All eligible Fixed Rate offers will be updated with for the following year, unless the customer notifies <u>If a</u> A customer who withdraws from the program <u>Charges will apply will be required to pay any diff</u> <u>Schedule GS, as applicable, and the amount coll</u> <u>If a participating customer moves from their curr</u>	ERM OF CONTRACT: of not less than one year. their previous year consumption, an s the company otherwise. In prior to the end of the 12 month of ference between their actual usage lected under Fixed Rate.	ontract period <u>, Applicable Remova</u> billed on Rate Schedule RS or Rat
The Service under this schedule shall be for a period. All eligible Fixed Rate offers will be updated with a for the following year, unless the customer notifies. If aA customer who-withdraws from the program Charges will apply will be required to pay any diff Schedule GS, as applicable, and the amount coll. If a participating customer moves from their curre Applicable Removal Charges will apply.	ERM OF CONTRACT: of not less than one year. their previous year consumption, an s the company otherwise. In prior to the end of the 12 month of ference between their actual usage- lected under Fixed Rate.	ontract period <u>, Applicable Remova</u> billed on Rate Schedule RS or Rat Service Agreement period expires
TI Service under this schedule shall be for a period All eligible Fixed Rate offers will be updated with for the following year, unless the customer notifies <u>If a</u> A customer who withdraws from the program <u>Charges will apply will be required to pay any diff</u> <u>Schedule GS, as applicable, and the amount coll</u> <u>If a participating customer moves from their curr</u>	ERM OF CONTRACT: of not less than one year. their previous year consumption, an s the company otherwise. In prior to the end of the 12 month of ference between their actual usage lected under Fixed Rate. rent residence before the 12 month the payment, the Company will follow disconnected for nonpayment, the	ontract period, <u>Applicable Remova</u> billed on Rate Schedule RS or Rat Service Agreement period expires v standard procedures for Standar
The Company reserves the right to terminate the total Actual Energy Usage exceeds their Total consecutive months. If the customer is removed the required to the regulated with a customer who withdraws from the program charges will apply will be required to pay any diff Schedule GS, as applicable, and the amount coll of a participating customer moves from their curre applicable Removal Charges will apply.	ERM OF CONTRACT: of not less than one year. their previous year consumption, an s the company otherwise. In prior to the end of the 12 month of forence between their actual usage- lected under Fixed Rate. rent residence before the 12 month the payment, the Company will follow disconnected for nonpayment, the arges will apply. e customer's Fixed Rate program S Estimated Fixed Rate kWh Usage ed from the Fixed Rate program d	ontract period, Applicable Remova- billed on Rate Schedule RS or Rat Service Agreement period expires v standard procedures for Standar customer will be removed from th ervice Agreement if the customer by at least 30% for at least thre ue to excessive usage, Applicabl
The Company reserves the right to terminate the total Actual Energy Usage exceeds their Total consecutive months. If the customer is removed to the total Actual Energy Usage exceeds their Total consecutive months. If the customer is removed to the total Actual Energy Usage exceeds their Total consecutive months. If the customer is removed to the total Actual Energy Usage exceeds their Total consecutive months. If the customer is removed to the total Actual Energy Usage exceeds their Total consecutive months. If the customer is removed to the total Actual Energy Usage exceeds their Total consecutive months. If the customer is removed to the total Actual Energy Usage exceeds their Total consecutive months.	ERM OF CONTRACT: of not less than one year. their previous year consumption, an s the company otherwise. In prior to the end of the 12 month of ference between their actual usage- lected under Fixed Rate. rent residence before the 12 month the payment, the Company will follow disconnected for nonpayment, the arges will apply. e customer's Fixed Rate program S Estimated Fixed Rate program d notify the customer in advance if the y of the foregoing charges that would r's premise caused by a natural dis	ontract period, <u>Applicable Remova</u> billed on Rate Schedule RS or Rat Service Agreement period expires <u>v standard procedures for Standar</u> customer will be removed from th <u>ervice Agreement if the customer</u> by at least 30% for at least thre <u>ue to excessive usage</u> , <u>Applicabl</u> vy are at risk of being removed from I otherwise apply as a consequence aster or other similar conditions for
The Company reserves the right to terminate the total Actual Energy Usage exceeds their Total consecutive months. If the customer is removed for the company will apply. The Company will apply to apply.	ERM OF CONTRACT: of not less than one year. their previous year consumption, an s the company otherwise. In prior to the end of the 12 month of ference between their actual usage lected under Fixed Rate. rent residence before the 12 month the payment, the Company will follow disconnected for nonpayment, the arges will apply. e customer's Fixed Rate program S Estimated Fixed Rate program d notify the customer in advance if the of the foregoing charges that would sernmental body authorized to make	ontract period, <u>Applicable Remova</u> billed on Rate Schedule RS or Rat Service Agreement period expires <u>v standard procedures for Standar</u> customer will be removed from th <u>ervice Agreement if the customer</u> by at least 30% for at least thre <u>ue to excessive usage</u> , <u>Applicabl</u> vy are at risk of being removed from I otherwise apply as a consequence aster or other similar conditions for

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.

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Section No. VI
Sixth Revised Sheet No. 6.41
Canceling Fifth Revised Sheet No. 6.41

PAGE EFFECTIVE DATE
3 of 3 January 1, 2021

(Continued from Rate Schedule FLAT-1, Sheet No. 6.40)

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.34 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

PURCHASED POWER CAPACITY COST:

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.35 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

ENVIRONMENTAL COST:

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.36 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

ENERGY CONSERVATION:

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.38 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

STORM PROTECTION:

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.31 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

STORM RESTORATION:

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.25 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

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.

Section No. VI <u>Fourteenth Fifteenth</u> Revised Sheet No. 6.42 Canceling <u>Fourteenth Thirteenth</u> Revised Sheet No. 6.42

RATE SCHEDULE GSTOU

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

URSC: GSTOU

PAGE	EFFECTIVE DATE
1 of 3	March 29, 2019

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:

\$<u>63.27</u>4<u>6.92</u>

Energy Charges:

Summer – June through September: On-Peak <u>19.36726.117</u>¢ perkWh Intermediate <u>7.2309.750</u>¢ per kWh Off-Peak <u>3.0064.054</u>¢ per kWh

October through May: All hours 4.208<u>5.675</u>¢ per kWh

ISSUED BY: Charles S. BoyettTiffany Cohen

Section No. VI <u>Fifth-Sixth</u> Revised Sheet No. 6.43 Canceling <u>Fifth</u>Fourth Revised Sheet No. 6.43

PAGE	EFFECTIVE DATE
2 of 3	March 29, 2019

(Continued from Rate Schedule GSTOU, Sheet No. 6.42)

DETERMINATION OF THE SUMMER TIME PERIODS:

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

The intermediate period for calendar months June through September is defined as being those hours between 11:00 a.m. <u>EST</u> and 1:00 p.m. <u>EST</u> and between 6:00 p.m. <u>EST</u> and 8:00 p.m. <u>EST</u> <u>Central Daylight Time/Central Standard Time</u>, Monday through Friday.

The off-peak period for calendar months June through September is defined as being all hours not included above and all hours of the observed holidays of Independence Day and Labor Day.

MINIMUM MONTHLY BILL:

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

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
Second Revised Sheet No. 6.43.1
Canceling First Revised Sheet No. 6.43.1

PAGE	EFFECTIVE DATE
	March 29, 2019

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	Section No. VI Second Revised Sheet No. 6.43.2-
	Canceling First Revised Sheet No. 6.43.2
	PAGE EFFECTIVE DATE
	March 29, 2019
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Section No. VI Sixth Revised Sheet No. 6.44 Canceling Fifth Revised Sheet No. 6.44

PAGE	EFFECTIVE DATE
3 of 3	January 1, 2021

(Continued from Rate Schedule GSTOU, Sheet No. 6.43)

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

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

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.

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GULF POWER COMPANY

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F		PRevised Sheet No. 6.45
	PAGE 1 of 5	EFFECTIVE DATE March 29, 2019
AVAILAE	BILITY:	
Available on a first come - first serve basis subject t served by the Company.	o meter availability	y throughout the entire territory
APPLICA	BILITY:	
Applicable as an option to Rate Schedule GSD for entire electrical requirements of any Customer who than four hundred ninety-nine (499) kilowatts. S combined nor shall service furnished hereunder be be taken at the same voltage, from a single delivery Customers taking service under Rate GSDT may e	se highest actual i ervice to two or shared with or res point, and shall b	measured demand is not more more premises shall not be sold to others. All service shall e measured by a single meter.
CHARACTER C	OF SERVICE:	
The delivery voltage to the Customer shall be the lines of the Company for the locality in which servi be furnished at the request of the Customer subject which govern the extension of the three phase servi	ce is to be render at to the Rules and	ed. Three phase service may

ISSUED BY: Charles S. Boyett<u>Tiffany Cohen</u>

	Ter	ction No. VI hth- <u>Eleventh</u> Revise		
	Ca	nceling <u>Tenth</u> Ninth	Revised Sheet No. 6.46	
		PAGE 2 of 5	EFFECTIVE DATE March 29, 2019	
(Continued from Date Schodule CS	DT Sheet No. 6.4			
(Continued from Rate Schedule GS	DT, Sheet NO. 6.4	5)		
	MONTHLY	RATES:		
Base Charge: Demand Charge:		V of maximum de V of on-peak dem		
Energy Charge:	<mark>1.800</mark> 2.427¢ per	kWh		
	MINIMUM MON	THLY BILLS:		
In consideration of the readiness rendered for less than the Base (ervice, no monthly bill will be	
DETERI	MINATION OF TH	E ON-PEAK PER	RIOD:	
The on-peak period for calendar between 12:00 p.m. <u>EST</u> and 9:0 through Friday.				
The on-peak period for calendar between 6:00 a.m. <u>EST</u> and 10: Central Standard Time/Central E	:00 a.m. <u>EST and</u>	between 6:00 p.	m. <u>EST</u> and 10:00 p.m. <u>EST</u>	
ISSUED BY: Charles S. Boyett	iffany Cohen			

Section No. VI Fourth-Fifth Revised Sheet No. 6.47 Canceling FourthThird Revised Sheet No. 6.47

PAGE	EFFECTIVE DATE
3 of 5	March 29, 2019

(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.

ISSUED BY: Charles S. Boyett Tiffany Cohen

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Section No. VI	
Ninth-Tenth Revised Sheet No. 6.48	
Canceling <u>Ninth</u> Eighth Revised Sheet No. 6.48	

PAGE	EFFECTIVE DATE
4 of 5	March 29, 2019

(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 <u>twenty-seventhirty-six</u> (2736) 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.

Seco	ion No. VI ond Revised She celing First Shee	
	PAGE 5 of 5	EFFECTIVE DATE January 1, 2021
(Continued from Rate Schedule GSDT, Sheet No. 6.48)		
DEPOSIT	г:	
A deposit amounting to twice the estimated average is connected at designated premises. The deposit ma Customer for service.		
TAX ADJUSTI	MENT:	
See Sheet No	0. 6.37	
FRANCHISE FEE	BILLING:	
See Sheet No	0. 6.37	
FUEL CHAR	RGE:	
See Sheet No	0. 6.34	
PURCHASED POWER C		ST:
See Sheet No		
ENVIRONMENTA		
See Sheet No		
ENERGY CONSE		
See Sheet No	0. 6.38	
STORM PROTE See Sheet No		
STORM RESTO See Sheet No		
GROSS RECEIPTS TAX		T:
See Sheet No	0. 6.37	
PAYMENT OF	BILLS:	
See Sheet No	0. 6.37	
Service under this rate schedule is subject to Rules a Florida Public Service Commission.	and Regulations	s of the Company and the
ISSUED BY: Tiffany Cohen		

Section No. VI Eleventh Twelfth Revised Sheet No. 6.49 Canceling Eleventh Tenth 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	July 7, 2020

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.

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: \$262.80364.90

Demand Charge: \$2.513.49-per kW of maximum demand plus; \$9.8713.70-per kW of on-peak demand

Energy Charge: 0.9261.288¢ per kWh

Section No. VI <u>Ninth-Tenth</u> Revised Sheet No. 6.50 Canceling <u>NinthEighth</u> Revised Sheet No. 6.50

PAGE	EFFECTIVE DATE
2 of 5	July 7, 2020

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

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. <u>EST</u> and 9:00 p.m. <u>EST</u> <u>Central Daylight Time/Central Standard Time</u>, Monday throughFriday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 a.m. <u>EST</u> and 10:00 a.m. <u>EST</u> and between 6:00 p.m. <u>EST</u> and 10:00 p.m. <u>EST</u> and 10:00

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.

Section No. VI <u>Ninth-Tenth</u> Revis Canceling <u>Ninth</u> ⊑i	ed Sheet No. 6.51 ghth Revised Sheet No. 6.51
PAGE	EFFECTIVE DATE
3 of 5	July 7, 2020

(Continued from Rate Schedule LPT, Sheet No. 6.50)

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:

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-sixfifty (3650) cents per month per kilowatt (kW) of the Customer's highestbilling demand as determined above, and an additional discount of one percent (1%) of the EnergyCharge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

Section No. VI <u>Ninth-Tenth</u> Revised Sheet No. 6.52 Canceling <u>Ninth</u>Eighth Revised Sheet No. 6.52

PAGE	EFFECTIVE DATE
4 of 5	July 7, 2020

(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 stepdown transformer substation necessary to receive and use such service, the Monthly Rate will be subject to a discount of <u>fifty-fiveseventy-six</u>-(<u>5576</u>) cents per month per kilowatt (kW) of the Customer's highestbilling demand as determined above, and an additional discount of two percent (2%) of the EnergyCharge 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.

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 premisesshall have a term of contract as specified in (1) above.

Section No. VI Second Revised Sheet No. 6.52.1 Canceling First Sheet No. 6.52.1

> PAGE EFFECTIVE DATE 5 of 5 January 1, 2021

(Continued from Rate Schedule LPT, Sheet No. 6.52)

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

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

ENERGY CONSERVATION:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT: See Sheet No. 6.37

See Sheet NO. 0.37

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.

Section No. VI <u>Tenth-Eleventh</u> Revised Sheet No. 6.53 Canceling <u>TenthNinth</u> Revised Sheet No. 6.53

RATE SCHEDULE PXT

LARGE HIGH LOAD FACTOR POWER SERVICE TIME-OF-USE CONSERVATION (OPTIONAL SCHEDULE) URSC: GSLDT1

PAGE	EFFECTIVE DATE
1 of 4	March 29, 2019

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: \$800.701,473.71

Demand Charge: \$0.951.75-per kW of maximum demand plus;

\$<mark>10.84</mark>19.95</mark>-per kW of on-peak demand

Energy Charge: On-Peak and Off-Peak Period: 0.4290.790¢ per kWh

ISSUED BY: Charles S. Boyett Tiffany Cohen

Section No. VI <u>Tenth-Eleventh</u> Revised Sheet No. 6.54 Canceling <u>TenthNinth</u> Revised Sheet No. 6.54

PAGE	EFFECTIVE DATE
2 of 4	March 29, 2019

(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. <u>EST</u> and 9:00 p.m. <u>EST</u> 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. <u>EST</u> and 10:00 a.m. <u>EST</u> and between 6:00 p.m. <u>EST</u> and 10:00 p.m. <u>EST</u> and 10:00

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 <u>\$14.14\$26.03</u> 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.

ISSUED BY: Charles S. BoyettTiffany Cohen

Section No. VI <u>Third Fourth</u> Revised Sheet No. 6.55 Canceling <u>Third</u>Second Revised Sheet No. 6.55

PAGE	EFFECTIVE DATE
3 of 4	March 29, 2019

(Continued from Rate Schedule PXT, Sheet No. 6.54)

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 <u>eighteen_thirty-three (1833</u>) cents per month per kilowatt (kW) of the Customer's maximum 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.

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 CONTRACT:

(1) Service under this rate schedule shall be for a period of five (5) or more years and thereafter from year to year until terminated by twelve (12) months' written notice by either party to the other.

Section No. VI Fifth Revised Sheet No. 6.56 Canceling Forth Revised Sheet No. 6.56

PAGE	EFFECTIVE DATE
4 of 4	January 1, 2021

(Continued from Rate Schedule PXT, Sheet No. 6.55)

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

STORM PROTECTION: See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

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.

Section No. VI Second Revised Sheet No. 6.57 Canceling First Revised Sheet No. 6.57

RATE SCHEDULE SBS

STANDBY AND SUPPLEMENTARY SERVICE

PAGEEFFECTIVE DATE1 of 8March 29, 2019
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AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

Applicable to any Customer which, having on-site generating equipment operated for other than emergency and/or test purposes, requests Standby or a combination of Standby and Supplementary Service. A Customer is required to take service under this rate schedule if its total on-site generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of its total on-site electrical load, and (3) is operated for other than emergency purposes.

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:

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

PROCEDURES:

Customers receiving service from this schedule must:

- Execute a Standard Form of Contract for Electric Power identifying the <u>Supplementary Service</u> <u>Capacity (NC)</u> required to be maintained by the Company. In the event of a bona fide change in the Customer's maximum supplementary service requirements, the Supplementary Service Capacity (NC) for the future may be changed accordingly by mutual agreement. However, contractual changes to the NC will be limited to two (2) each year.
- 2. Execute a Standby Service Agreement identifying the <u>Standby Service Capacity (BC)</u>, not less than 100 kW, required to be maintained by the Company. In the event of a bona fide change in the Customer's standby service requirements, the Standby Service Capacity (BC) for the future may be changed accordingly by mutual agreement. However, contractual changes to the BC will be limited to two (2) each year.

Section No. VI Second Revised Sheet No. 6.58 Canceling First Revised Sheet No. 6.58

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2 of 8	March 29, 2019

(Continued from Rate Schedule SBS, Sheet No. 6.57)

3. Execute a Standby Service Interconnection Agreement and reimburse the Company for any necessary additional metering costs incurred by the Company as a result of supplying electric service to the Customer under the terms of this schedule.

LIMITATION OF ABOVE 7,499 KW DEMAND RANGE FOR BILLING PURPOSES:

This billing range will be available only to Customers: (1) which have a BC or NC that is above 7,499 and (2) which are required to take service under this rate schedule pursuant to the criteria contained in the section on Applicability set forth above.

MONTHLY RATES:

Customers with a BC and NC that fall in two different demand (kW) ranges will be billed under the demand (kW) range applicable to the larger of the BC or NC. Should the maximum demand (kW) taken in a billing month exceed the sum of the BC and NC, except as provided below, a new BC reflecting this new actual maximum demand will be established. In Lieu of the new BC based on the newly established actual maximum demand, the Customer and the Company may by mutual agreement select a new BC and/or NC. This selection must be made before the normal billing for the month in which the newly increased maximum demand is established. The Customer would then be billed under the demand (kW) range of the larger of the new (if applicable) BC and NC.

	Tent		ed Sheet No. 6.59 Revised Sheet No. 6.59
		PAGE 3 of 8	EFFECTIVE DATE March 29, 2019
(Continued from Rate Schedule SBS, S	Sheet No. 6.58)		
A Standby Service Customer will be charges:	e billed for electric	service in acco	ordance with the following
Contract Demand:	<u>100 to 499 kW</u>	500 to 7,499 k	W <u>Above 7,499 kW</u>
Base Charge:	\$ 261.68 262.06	\$261.68<u>\$</u>262.(<u>06</u>
Demand Charge: Local Facilities Charge Per kW of BC and NC	\$2.93	\$2.65	\$0.93
On-Peak Demand Charge: Per kW of On-Peak kW up to NC	\$3.77 <u>\$3.78</u>	\$9.87 <u>\$9.88</u>	<u>\$10.84\$10.86</u>
Plus the greater of:			
Reservation Charge: Per kW of BC or The Sum of the Daily On-Peak Standby Demand Charges:	\$1.38	\$1.38	\$1.41
Per kW per day of On-Peak kW in excess of NC	\$0.65	\$0.65	\$0.66
Energy Charge Per kWh:	3.028¢<u>3.032</u>¢	3.028¢<u>3.032</u>	2¢ 3.028¢ <u>3.032</u> ¢
Customers with zero (0) NC will not b	be subject to the O	n-Peak Demand	Charge.

ISSUED BY: Charles S. Boyett Tiffany Cohen

Section No. VI <u>Third-Fourth</u> Revised Sheet No. 6.60 Canceling <u>Third</u> Second Revised Sheet No. 6.60

PAGE	EFFECTIVE DATE
4 of 8	March 29, 2019

(Continued from Rate Schedule SBS, Sheet No. 6.59)

PROVISION FOR LOWERING STANDBY SERVICE CAPACITY (BC):

The BC may be decreased by mutual agreement between the Customer and the Company provided the Customer has sufficiently demonstrated that its continuing requirements for Standby capacity are now less than the established BC. If the Customer's BC has been decreased and, within 12 months of such change, the Customer's BC increases through the operation of the provisions of this tariff, the Customer shall pay the difference between what was billed during the elapsed time as demand charges and what would have been billed to the Customer as demand charges using the lesser of the newly established BC or the BC in effect before the decrease. This adjustment will appear on the bill for the billing period in which the increased BC is first effective.

PROVISION FOR COORDINATED MAINTENANCE MONTHS (CMMs):

The Customer will be allowed up to a total maximum of four (4) billing months in the period September through May to be designated as Coordinated Maintenance Months (CMMs), subject to the approval of the Company. The Customer's request for designation of a particular month as a CMM should ordinarily be submitted six (6) months in advance. The Company, in its sole discretion, may accept a request submitted less than six (6) months in advance. The request for Company approval of a proposed CMM must be submitted in writing.

If the highest standby demand occurring during an approved CMM exceeds the Customer's BC, then this new higher BC will be used in the determination of the Reservation Charge for only the current month. For future billing periods, this new higher BC will be waived for purposes of the calculation of the Reservation Charge and the previous lower BC will be applicable. However, this new higher BC will be used in the determination of the Local Facilities Charge for the current month as well as future billing periods, except as provided under the paragraph entitled "Provision for Lowering Standby Service Capacity (BC)".

During an approved CMM, the Customer will not be billed for the Daily On-Peak Standby Demand Charges that would otherwise be applicable.

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. <u>EST</u> and 9:00 P.M. <u>ESTCentral Daylight Time/Central Standard Time</u>, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 A.M. <u>EST</u> and 10:00 A.M. <u>EST</u> and between 6:00 P.M. <u>EST</u> and 10:00 P.M. <u>EST</u> Central Standard Time/Central Daylight Time, Monday through Friday.

ISSUED BY: Charles S. Boyett Tiffany Cohen

Section No. VI Second-Third Revised Sheet No. 6.61 Canceling SecondFirst Revised Sheet No. 6.61

PAGE	EFFECTIVE DATE
5 of 8	March 29, 2019

(Continued from Rate Schedule SBS, Sheet No. 6.60)

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 STANDARD BILLING DEMAND:

On-Peak Demand - The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated <u>fifteen-thirty</u> minute demand to the nearest kilowatt (kW) during each service month as measured during the hours designated as on-peak but not to exceed the NC. This demand (kW) is not applicable to Customers contracting for and receiving zero (0) NC.

Daily On-Peak Standby Demand - The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated <u>fifteen_thirty</u> minute demand to the nearest kilowatt (kW) in excess of the NC (if applicable) as measured during the peak hours of each day for each on-peak day of the billing period.

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. This charge is applicable only to the Supplementary Service.

Section No. VI <u>Fourth Fifth</u> Revised Sheet No. 6.62 Canceling <u>Fourth Third</u> Revised Sheet No. 6.62

PAGE	EFFECTIVE DATE
6 of 8	March 29, 2019

(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: five (5) 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 five (5) 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 five (5) 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 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 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 seven six (76) 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 Fifth Revised Sheet No. 6.63 Canceling Fourth Revised Sheet No. 6.63

PAGE	EFFECTIVE DATE
7 of 8	January 1, 2021

(Continued from Rate Schedule SBS, Sheet No. 6.62)

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

ENERGY CONSERVATION:

See Sheet No. 6.36

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

ENVIRONMENTAL COST:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT: See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Section No. VI Second Revised Sheet No. 6.64 Canceling First Revised Sheet No. 6.64

PAGE	EFFECTIVE DATE
8 of 8	March 29, 2019

(Continued from Rate Schedule SBS, Sheet No. 6.63)

DEFINITIONS:

"Standby electric service" refers to backup or maintenance service or both.

"Backup service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during an unscheduled outage of the Customer's generation. An unscheduled outage is defined as the loss or reduction of generation output due to equipment failure(s) or other condition(s) beyond the control of the Customer.

"Maintenance service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during a scheduled outage of the Customer's generation. A scheduled outage is defined as the loss or reduction due to maintenance activities of any portion of a Customer's generating system.

"Supplementary service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Customer's own generation equipment.

"Outage" means that period in which a forced or unforced reduction in the totalized output of the Customer's generator(s) occurs.

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

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RATE SCHEDULE ISS		
INTERRUPTIBLE STANDBY SE (OPTIONAL RIDER)	RVICE	
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AVAILABILITY:

Available throughout the entire territory served by the Company. Availability of service under this rate schedule to particular customers will be determined on a customer by customer basis in accordance with the maximum level of cost-effective non-firm load approved by order of the Florida Public Service Commission. Service under this rate schedule is subject to installation of equipment necessary for implementation.

APPLICABILITY:

To any Customer eligible for rate schedule (SS) having on-site generating equipment and requesting interruptible standby service. A Customer may not take service under this rate schedule in conjunction with firm supplementary service unless the two services are taken on electrically separate circuits through separate meters.

CHARACTER OF SERVICE:

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

LIMITATION OF SERVICE:

Resale of service not permitted hereunder. Interruptible Standby Service under this rate schedule is subject to immediate interruption during any time period that electric energy is needed to maintain service to the Company's firm service customers and any interruption is subject to the sole discretion of the Company.

PROCEDURES:

Customer receiving service under this schedule must:

1. Execute a Standard Contract for Electric Power which identifies the <u>Supplementary Service</u> <u>Capacity</u> (SC) which is required to be maintained by the Company and establishes a Rate Schedule for such Supplementary Service. In the event of a bona fide change in the customer's maximum supplementary requirements, the Supplementary Service Capacity (SC) for the future may be changed accordingly.

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First Revised Sheet No. 6.68	
Canceling Original Sheet No. 6.68	

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(Continued from Rate Schedule ISS, Sheet No. 6.67)

- 2. Execute a Contract for Interruptible Standby Service which identifies the <u>Interruptible Standby</u> <u>Service Capacity (IC)</u> which is required to be maintained by the Company subject to interruption and reimburse the Company for any costs associated with equipment necessary for interrupting the Customer's electric service. In the event of a bona fide change in the customer's standby requirements, the Interruptible Standby Service Capacity (IC) for the future may be changed accordingly by mutual agreement.
- 3. Execute an Interconnection Agreement and reimburse the Company for any necessary additional metering and equipment costs incurred by the Company as a result of supplying electric service to the Customer under the terms of this schedule.

INTERRUPTIONS:

Service under this schedule may be interrupted at the sole discretion of the Company. The Company will endeavor to provide at least six (6) hours advance notice of an interruption, except when an interruption is deemed necessary in order to maintain service to the Company's firm service customers. Notification will be made by telephone and will be followed by written confirmation. In the event of an emergency, there may be no advance notification.

DETERMINATION OF STANDBY SERVICE (KW) RENDERED:

Where the customer takes supplementary service and standby service through a single meter, the amount of standby service (KW) taken by the customer shall be determined in the following manner:

Within three (3) days of an outage of the Customer's generating equipment, the Customer will notify the Company that such outage has occurred, will specify the amounts (KW) of Standby Service, if any, expected to be taken, and give an estimate of the expected duration of that outage. Within three (3) days after normal operations are restored, the Customer will notify the Company that operations are back to normal and Standby Service, if taken, is no longer required. On the day after the last day of each billing period, the Customer will provide the Company a written report specifying (1) the beginning date and time of each outage, (2) the ending date and time of each outage, (3) the daily maximum amount (KW) of Standby Service, if any, taken during each outage of the billing period, and (4) the daily on-peak period load reduction (KW) that is a direct result of the Customer's generation outage. If the Standby Service taken on a particular day occurs during an on-peak period as well as an off-peak period, then the daily maximum amount (KW) of Standby Service will be shown separately for each on-peak period and off-peak period. The information from this written report in combination

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with the Company's metered data will be applied to the formula shown below to determine the amount of daily Standby Service (KW) taken by the Customer during designated peak hours for each day during the outage. Provided, however, that at no time will the amount (KW) of daily Standby Service being taken by the Customer exceed the difference between the amount of load in KW ordinarily supplied by the Customer's generation and the minimum totalized Customer generation output (KW) occurring in any interval during the daily on-peak period of the current outage, and shall not exceed the total service (KW) being supplied by the Company.		
Daily Standby Service (KW) =		
The amount of load in KW ordinarily	supplied by the Cus	tomer's generation.
Minus the Customer's daily generation peak period of the current outage. ⁽¹⁾	on output (KW) occu	Irring during the on-
Minus the daily on-peak period load the Customer's current generation of		is a direct result of
All amounts (KW) of service supplied by the the amounts (KW) of Standby Service are to the Determination of Billing Demand of the F Supplementary Service. In no event, shall C Service also be billed as Supplementary Se	b be treated as actua Rate Schedule estat Customer's demand (al measured demand in blished for
(1) The Customer's daily generation output (KW) that are used in the formula must occur during the Service (KW) that is used for billing purposes.		
Where the Customer takes supplementary service and standby service through separate meters on electrically separate circuits, the amount of standby service (KW) taken by the customer shall be determined by the actual meter reading on the meter which measures the usage delivered through the standby service circuit.		
MONTHLY CHARGES	- STANDBY SER	VICE:
Customer Charge - All standby service custome \$24.62 except for those taking supplementary se the PX/PXT customer charge plus \$24.62.		

ISSUED BY: Charles S. BoyettTiffany Cohen

Section No. VI Second Third Revised Sheet No. 6.70 Canceling Second First Revised Sheet No. 6.70 PAGE **EFFECTIVE DATE** 4 of 8 March 29, 2019 (Continued from Rate Schedule ISS, Sheet No. 6.69) **Demand Charges** Local Facilities Charge a. For those customers who have contracted for standby service capacity not less than 100 KW nor more than 499 KW - \$1.66/KW of IC. For those customers who have contracted for standby service capacity not less than 500 KW nor more than 7499 KW - \$1.23/KW of IC. c. For those customers who have contracted for standby service capacity not less than 7500 KW - \$0.51/KW of IC. Plus the Greater of: The Reservation Charge: \$0.80 per KW times IC. OR The sum of the Daily Demand Charges for the month: During the months of June through September, the Daily Demand Charge for Interruptible Standby Service shall be the product of \$0.45/KW/day and the Daily Interruptible Standby Demand established during the peak hours of each day. During the months of October through May, the Daily Demand Charge for Interruptible Standby Service shall be the product of \$0.33/KW/day and the Daily Interruptible Standby Demand established during designated peak hours of each day. Daily Demand Charge is not applied during days which do not include designated peak hours. The IC to be used in the above calculations will be the greater of the Interruptible Standby Service Capacity (KW) in accordance with the Contract for Interruptible Standby Service or the maximum Interruptible Standby Service (KW) taken in the current and twenty-three (23) previous service months. This ratchet provision will be waived for the reservation charge if a change in the IC is a result of a maintenance outage which was fully coordinated in advance with the Company and did not include a peak hour(s) that determines the Company's IIC payments or revenues. **MONTHLY CHARGES - SUPPLEMENTARY SERVICE:** All charges and conditions as contained in the rate schedule which has been established in the Standard Contract for Electric Power will be applied to the Supplementary Service.

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. <u>EST</u> and 9:00 P.M. <u>EST</u> Central Daylight Time/Central Standard Time, Monday through Friday.

ISSUED BY: Charles S. Boyett Tiffany Cohen

Section No. VI <u>Third-Forth</u> Revised Sheet No. 6.71 Canceling <u>Third</u>Second Revised Sheet No. 6.71

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5 of 8	March 29, 2019

(Continued from Rate Schedule ISS, Sheet No. 6.70)

The on-peak period for calendar months November through March is defined as being those hours between 6:00 A.M. <u>EST</u> and 10:00 A.M. <u>EST</u> and between 6:00 P.M. <u>EST</u> and 10:00 P.M. <u>EST</u> 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.

ENERGY CHARGES:

0.352¢/KWH applied to all Interruptible Standby Service KWH.

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 twenty-seven (27) cents per month per kilowatt (kw) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 100 kw nor more than 499 kw or forty-one (41) cents per month per kilowatt (kw) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 500 kw nor more than 7499 kw 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 forty-eight (48) cents per month per kilowatt (kw) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 500 kw nor more than 7499 kw 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 seven (7) cents per kilowatt (kw) of the demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 7500 kw and an additional one percent (1%) of the Energy Charge and charge.

ISSUED BY: Charles S. BoyettTiffany Cohen

Section No. VI Second Revised Sheet No. 6.72 Canceling First Revised Sheet No. 6.72

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(Continued from Rate Schedule ISS, Sheet No. 6.71)

FUEL CHARGES:

Fuel Charges as shown in Rate Schedule CR for the rate schedule which has been established in the Standard Contract for Electric Power will be applied to all Interruptible Standby Service KWH.

TERM OF SERVICE:

Service under this rate schedule shall be for an initial period of five (5) or more years from the commencement of service under this rate schedule and shall continue thereafter from year to year until terminated by written notice as follows:

- If the Customer wishes to transfer from non-firm to firm service, then the Customer must give five (5) years advance written notice in order to comply with FPSC Rule No. 25-6.0438, F.A.C. A different minimum notice can be used only with the approval of the FPSC.
- 2. If the Customer no longer wishes to receive electric service in any form from the Company, the Customer may terminate the Interruptible Standby Service Agreement by giving thirty (30) days advance written notice to the Company.
- 3. The Company may terminate service under this rate schedule at any time for the Customer's failure to comply with the terms and conditions of this rate schedule or the Interruptible Standby and Supplementary Service Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this service under this rate schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this rate schedule and bill the Customer under the otherwise applicable firm service rate schedule.

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 Second Revised Sheet No. 6.73 Canceling First Revised Sheet No. 6.73

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(Continued from Rate Schedule ISS, Sheet No. 6.72)

CHARGES FOR NON-COMPLIANCE WITH TERMS OF SERVICE:

If service is terminated by the Company or if the Customer terminates service or transfers to a firm service rate schedule during the initial term of five (5) years or without providing at least five (5) years written notice, the Customer will be:

- 1. rebilled under the otherwise applicable firm service rate schedule for (a) the prior sixty (60) months or (b) the number of months the Customer has been billed under this rate schedule, whichever is less, and
- 2. billed a penalty charge of \$1.00 per kw times the number of months rebilled in No. 1 above times the current Maximum Demand.

If the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25-6.0438, F.A.C., the Customer will not be rebilled.

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

Section No. VI Third Revised Sheet No. 6.74 Canceling Second Revised Sheet No. 6.74

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(Continued from Rate Schedule ISS, Sheet No. 6.73)

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

DEFINITIONS:

"Standby electric service" refers to backup or maintenance service or both.

"Backup service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during an unscheduled outage of the Customer's generation. An unscheduled outage is defined as the loss or reduction of generation output due to equipment failure(s) or other condition(s) beyond the control of the Customer.

"Maintenance service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during a scheduled outage of the Customer's generation. A scheduled outage is defined as the loss or reduction due to maintenance activities of any portion of a Customer's generation system.

"Supplementary service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Customer's own generation equipment.

"Outage" means that period in which a forced or unforced reduction in the totalized output of the Customer's generator(s) occurs.

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

Section No. VI Fifth Revised Sheet No. 6.75 Canceling Fourth Revised Sheet No. 6.75

RATE SCHEDULE RSVP

RESIDENTIAL SERVICE VARIABLE PRICING LIMITED AVAILABILITY RATE ELECTRIC VEHICLE CHARGING (Optional Schedule) URSC: RS1

PAGE	EFFECTIVE DATE
1 of 4	March 29, 2019

AVAILABILITY:

Available, subject to equipment availability, to customers eligible for Rate Schedule RS (Residential Service). Availability is limited to those customers enrolled in the EnergySelect[®] programs.

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. Service is provided only with the owner's permission.

INSTALLATION AND REMOVAL:

Energy management equipment will be installed at the Customer's residence upon the Customer's request for service under Rate Schedule RSVP at no charge to the Customer. Gulf Power will provide the necessary energy management equipment for use on the Customer's premises. Customer will provide Gulf Power and its agents with reasonable access to the premises for installing, maintaining, inspecting, testing, and/or removing Company-owned equipment.

Section No. VI Eleventh-<u>Twelfth</u> Revised Sheet No. 6.76 Canceling <u>Eleventh</u> Revised Sheet No. 6.76
(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 demand charge is in effect.
RATES:
Base Charge: 6482¢ per day
Energy Demand Charge: Low Cost Hours (P1): 4.8866.241¢ per kWh Medium Cost Hours (P2): 4.8866.241¢ per kWh High Cost Hours (P3): 4.8866.241¢ per kWh Critical Cost Hours (P4): 4.8866.241¢ per kWh

ISSUED BY: Charles S. BoyettTiffany Cohen

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GULF POWER COMPANY

		Section No. VI	
		Fifth-Sixth Revised Sheet Canceling FifthFourth Rev	
		PAGE 3 of 4	EFFECTIVE DATE March 29, 2019
(Continued from Rate S	Schedule RSVP, Sheet N	No. 6.76)	
	DETERMINATION (OF PRICING PERIODS:	
	ablished by season for we disfor price levels P_1 , P_2		in Eastern Standard
May through Octob	<u>P1</u>	P2	P ₃
Weekdays	11 P.M 6 A.M.	6 A.M. – 1 P.M. 6 P.M 11 P.M.	1 P.M. – 6 P.M.
Weekends	11 P.M 6 A.M.	6 A.M 11 P.M.	
November through	<u>April</u> P1	P_2	P ₃
Weekdays	11 P.M 5 A.M.	5 A.M 6 A.M. 10 A.M 11 P.M.	6 A.M 10 A.M.
Weekends	11 P.M 6 A.M.	6 A.M 11 P.M.	
The pricing periods for price level P_4 shall be determined at the sole discretion of the Company. Each customer will be notified by electronic signal at least one half hour prior to the start of price level P_4 .			
The pricing periods for the following observed holidays will be the same as the weekend hour price levels for the month in which the holiday occurs:			
New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day			/
MINIMUM BILL:			
In consideration of the readiness of the Company to furnish such service, a 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.			
ISSUED BY: Charles S. Boyett <u>Tiffany Cohen</u>			

Section No. VI Fifth Revised Sheet No. 6.78 Canceling Fourth Revised Sheet No. 6.78

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(Continued from Rate Schedule RSVP, Sheet No. 6.77)

TERM OF CONTRACT:

The term of service under this rate shall be continued thereafter unless terminated by the customer with thirty days written notice.

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

STORM PROTECTION: See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

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 SP SURGE PROTECTION (Closed Schedule)

Section No. VI <u>Third Fourth</u> Revised Sheet No. 6.79 Canceling <u>Third Second</u> Revised Sheet No. 6.79

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AVAILABILITY:

Available throughout the entire territory served by the Company subject to equipment availability. In order to receive this service, the Customer must sign a Surge Protection Agreement (Form <u>16</u>). <u>Available throughout the entire territory served by the Company on a first come first serve</u> basis subject to equipment availability. In order to receive this service, the Customer must sign a <u>Surge Protection Agreement (Form 16)</u>.

APPLICABILITY:

Applicable to any customer who is taking electric service under Rate Schedule RS, FLAT-1, GS, GSD, GSDT, or GSTOU with a single phase self contained meter and a 200 amp or smaller main electrical panel. Service hereunder includes regular maintenance and replacement of the whole house surge arrester equipment installed by the Company between the meter and the meter base.

MONTHLY RATES:

The Customer will pay the appropriate RS, FLAT-1, GS, GSD, GSDT, or GSTOU monthly rate in addition to the charge below:

Equipment Charge: \$3.45 per month

TERM OF AGREEMENT:

Service under this Rate Schedule shall be on a month-to-month basis and shall continue until terminated by notice of either party to the other. This tariff is closed.

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

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.

	Section No. VI Third-<u>Fourth</u> Revised Canceling <u>Third</u>Seco	Sheet No. 6.80 nd Revised Sheet No. 6.80
RATE SCHEDULE RTP LIMITED AVAILABILITY RATE REAL TIME PRICING (OPTIONAL <u>CLOSED</u> SCHEDULE)		
	PAGE 1 of 4	EFFECTIVE DATE March 29, 2019
AVAIL	ABILITY:	

Availability is limited to (1) existing customers eligible for Rate Schedules LP, LPT, PX, or PXT with an annual peak load not less than 500 kilowatts (kW) for the previous 12 months, (2) existing customers currently taking service under Rate Schedule SBS with an annual peak load not less than 500 kilowatts (kW) for the previous 12 months and contracted Supplementary Service that is at least 50% of the contracted Standby Service for the previous 12 months, and (3) new customers (any customer with less than 12 months of electric service with Gulf Power Company) eligible for Rate Schedules LP, LPT, PX, or PXT with an estimated annual peak load not less than 500 kilowatts (kW).

APPLICABILITY:

Applicable for three phase service on an annual basis covering the entire electrical requirements of the 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 standard secondary voltage of the Company's transformers supplied from the transmission lines of the Company or 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:

\$1,000.00<u>\$1,840.53</u>

ISSUED BY: Charles S. Boyett Tiffany Cohen

		Section No. VI Third Revised Sheet No. 6.81 Canceling Second Revised Sheet No. 6.81 PAGE EFFECTIVE DATE 2 of 4 March 29, 2019
(Continued from Rate Schedule F	RTP Sheet N	No. 6.80)
Energy Charge:	projection	hourly energy prices are derived using the day ahead of Southern System Lambdas adjusted to recognize d costs. This price is determined as follows:
	I	$P = \lambda \times M + D$
	Where,	
	"P" =	hourly price in ¢/KWH
	"λ" =	Southern Company territorial system Lambda, projected a day ahead for each hour of the day
	"M" =	multiplier which is used to adjust λ to recognize embedded costs
	"D" =	constant amount of 0.25¢/KWH added to each hourly price

"M" is determined as follows:

Generation and transmission embedded cost revenue requirements for Gulf Power's industrial customers are assigned to each of three periods, into which the year is divided¹. The total revenue requirement for each period is then divided by the total relevant energy sales (KWH) for each respective period, to arrive at a total revenue requirement on a cents per KWH basis for each of the periods. For each period, this revenue requirement (cents/KWH) is divided by the average of projected hourly Southern System Lambdas for that period. The result is a Multiplier, "M", for each of the three periods. These multipliers will be reviewed periodically and adjusted as needed.

"D" is determined as follows:

Total embedded distribution revenue requirements for Gulf Power's industrial customers are divided by the total annual energy sales (KWH) to derive this cents per kilowatt-hour (KWH) constant for each hour of the year. These distribution costs were not included in the determination of the multiplier (M).

¹ Revenue requirements here would not include fuel costs, energy conservation costs, purchased power capacity costs, or environmental costs.

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(Continued from Rate Schedule RTP Sheet No. 6.81)

MINIMUM BILL:

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

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.

NOTIFICATION OF HOURLY PRICES:

The Company will notify the Customer by 4:00 p.m. Central Time each work day the hourly prices for the next twenty-four (24) hours beginning at 12:00 a.m. (midnight). On Fridays and the last work day before a holiday, the Company will provide hourly prices through the next work day. The Company reserves the right, with prior notice to the participating customers, to send daily prices on weekends and holidays.

TERM OF CONTRACT:

Service under this rate schedule shall be for a period of one (1) year.

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.

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

Section No. VI Fourth Revised Sheet No. 6.83 Canceling Third Revised Sheet No. 6.83

PAGE	EFFECTIVE DATE
4 of 4	January 1, 2021

(Continued from Rate Schedule RTP Sheet No. 6.82)

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

STORM PROTECTION:

See Sheet No. 6.31

STORM PROTECTION:

See Sheet No. 6.25

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.

Section No. VI Second Revised Sheet No. 6.84 Canceling First Revised Sheet No. 6.84

RATE SCHEDULE CIS

LIMITED AVAILABILITY EXPERIMENTAL RATE COMMERCIAL/INDUSTRIAL SERVICE (OPTIONAL RIDER)

PAGE	EFFECTIVE DATE
1 of 3	March 29, 2019

AVAILABILITY:

Available, at the Company's option, to non-residential customers currently taking service, or qualified to take service, under the Company's Rate Schedules applicable to loads of 500 KW or greater. Customers desiring to take service under this rider must make a written request. Such request shall be subject to the Company's approval, with the Company under no obligation to grant service under this rider.

This rider will be closed to further subscription by eligible customers when one of two conditions has occurred: (1) The total capacity subject to executed Contract Service Arrangements ("CSAs") reaches 200 megawatts of connected load, or (2) The Company has executed twelve CSAs with eligible customers under this rider. The period defined by these conditions is the pilot study period. This limitation on subscription can be removed by the Commission at any time upon good cause having been shown by the Company based on data and experience gained during the pilot study period.

Gulf Power is not authorized by the Florida Public Service Commission to offer a CSA under this rate schedule in order to shift existing load currently being served by a Florida electric utility pursuant to a tariff rate schedule on file with the Florida Public Service Commission away from that utility to Gulf Power.

APPLICABILITY:

Service provided under this optional rider shall be applicable to all, or a portion of, the Customer's existing or projected electric service requirements which would not be served by the Company but for the application of this rider and which would otherwise qualify for such service under the terms and conditions set forth herein. Such load (Qualifying Load) shall be determined by the Customer and the Company. Service furnished hereunder shall not be shared with or resold to others.

Section No. VI Second Revised Sheet No. 6.85 Canceling First Revised Sheet No. 6.85

PAGE	EFFECTIVE DATE
2 of 3	March 29, 2019

(Continued from Rate Schedule CIS, Sheet No. 6.84)

Qualifying Load must be served behind a single meter and must equal or exceed 500 kW.

Any Customer receiving service under this rider must provide the following documentation, the sufficiency of which shall be determined by the Company:

- 1. Legal attestation by the Customer (through an affidavit signed by an authorized representative of the Customer) to the effect that, but for the application of this rider to the qualifying load, such load would not be served by the Company;
- 2. Other documentation, as requested by the Company, demonstrating that there is a viable economic alternative (excluding alternatives in which the Company has an ownership or operating interest) to the Customer's taking electric service from the Company; and
- 3. In the case of existing Customers, an agreement to provide the Company with a recent energy audit of the Customer's physical facility (the Customer may have the audit performed by the Company at no expense to the Customer) which provides sufficient detail to provide reliable cost and benefit information on energy efficiency improvements which could be made to reduce the Customer's cost of energy in addition to any discounted pricing provided under this rider.

CHARACTER OF SERVICE:

This optional rider is offered in conjunction with the rates, terms, and conditions of the tariff under which the Customer takes service and affects the total bill only to the extent that the negotiated rates, terms, and conditions differ from the rates, terms, and conditions of the otherwise applicable rate schedules as provided for under this rider.

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		March 29, 2019
(Continued from Rate Schedule CIS, Sheet No.	6.85)	
MONTHLY CHARGES:		
Unless specifically noted in this rider or within the assessed for service shall be those found within		
Additional Base Charge: \$250.00		
Demand/Energy Charges: Any negotiated for calculating the negotiated charges, unde Arrangement and shall recover all incren Customer's Qualifying Load plus a contribu	er this rider shall be s nental costs the Co	et forth in the Contract Service mpany incurs in serving the
Provisions and/or Conditions Associated v and/or conditions associated with the Mo Service Arrangement and may be applied Service Arrangement. These negotiated pr limited to, a guarantee by the Company t Energy Charges negotiated under this ride the term of the Contract Service Arrangement	onthly Charges shall during all or a portion ovisions and/or cond o maintain the level or for a specified perio	be set forth in the Contract on of the term of the Contract litions may include, but are not of either the Demand and/or
SERVICE AGREEMENT:		
Each Customer shall enter into a Contract Se purchase the Customer's entire requirements fe in the CSA. For purposes of the CSA, "the ent certain electric service requirements served be shown on the CSA. The CSA shall be consider procedures described within the CSA, as well as an energy audit or as a result of negotiations information developed by the Company in proprietary information of the parties. If requese review by the Florida Public Service Commission under the confidentiality rules of the Commission	or electric service at the requirements for by the Customer's over ed a confidential doc s any information sup or information reque connection therewith sted, such information on and its staff only a	the service locations set forth electric service" may exclude wn generation as of the date ument. The pricing levels and plied by the Customer through ests by the Company and any h is considered confidential, n shall be made available for
Service under this rate schedule is subject to R Florida Public Service Commission.	ules and Regulations	s of the Company and the

RATE SCHEDULE BERS

Section No. VI Second Revised Sheet No. 6.87 Canceling First Revised Sheet No. 6.87

BUILDING ENERGY RATING SYSTEM (BERS)

PAGE	EFFECTIVE DATE
1 of 2	March 29, 2019

AVAILABILITY:

Available to all single-family residential buildings within Gulf Power's service territory excluding mobile (manufactured) homes.

APPLICABILITY:

<u>Existing Home</u> – Upon request, a state Certified Rater will perform an on-site energy audit and provide a BERS Certificate as outlined in Rule 9B-60 of the Florida Administrative Code.

<u>New Home Construction</u> – Upon request, a state Certified Rater will provide a BERS Certificate using the Florida Energy Efficiency Code for Building Construction Whole Building Performance Method A.

FEE SCHEDULE:

<u>Rating</u>	New Home	Existing Home
Class I	\$500.00	\$500.00
Class II	\$200.00	\$200.00
Class III	\$120.00	N/A

The foregoing fees assume the existence of residences having a single duct system and 2,000 square feet or less of conditioned living space. For residences having greater than 2,000 square feet of conditioned living space, an additional \$.10 per square foot of conditioned living space may be added to the fee. Similarly, for residences having more than one duct system, \$35.00 may be added to the fee for each additional duct sytem.

In addition to the above charges, a registration fee for each rating will be added as set forth by the state approved BERS registration agency (Florida Solar Energy Center).

TERMS OF PAYMENT:

The rating fee and registration fee shall be payable after the rating is completed but prior to delivery of the BERS certificate.

Section No. VI First Revised Sheet No. 6.88 Canceling Original Sheet No. 6.88

PAGE	EFFECTIVE DATE
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(Continued from Rate Schedule BERS, Sheet No. 6.87)

DEFINITIONS:

BERS Rating Classifications:

Class I -- These ratings use site energy audit data plus on-site performance test data.

Class II -- These ratings use site energy audit data.

Class III -- These ratings are for new homes using building plans, construction documents and Energy Code compliance reports.

Existing Home – A completed residential occupancy building for which a certificate of occupancy or equivalent approval for occupancy has been issued.

Florida Energy Code Whole Building Performance A – A performance based Code compliance method, which considers energy use for the whole building, both the envelope and its major energy-consuming systems. Under this method, an As-Built home is compared to a Baseline house of the same configuration and orientation in that region of the state.

Section No. VI Third Revised Sheet No. 6.89 Canceling Second Revised Sheet No. 6.89
PAGE EFFECTIVE DATE Of March 29, 2019
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Section No. VI Third Revised Sheet No. 6.90 Canceling Second Revised Sheet No. 6.90

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Section No. VI First Revised Sheet No. 6.91 Canceling Original Sheet No. 6.91

RATE SCHEDULE MBFC

MILITARY BASE FACILITIES CHARGE (OPTIONAL RIDER)

PAGE	EFFECTIVE DATE
1 of 1	March 29, 2019

AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

Military bases receiving electric service from the Company that are privatizing their utility facilities are eligible to receive service under this schedule at the discretion of the Company.

CHARACTER OF SERVICE:

This optional rider is offered in conjunction with the rates, terms, and conditions of the tariff under which the Customer takes service and affects the total bill only to the extent that the negotiated rates, terms, and conditions supplement the rates, terms, and conditions of the otherwise applicable rate schedules as provided for under this rider.

MONTHLY CHARGE:

The negotiated Facilities Charge shall be set forth in the Facilities Agreement negotiated between the eligible customer and the Company. The negotiated Facilities Charge will be calculated by the Company to recover the costs associated with the acquisition of the facilities, the expenses related to operating and maintaining, the expenses incurred for administrative and general, and the applicable taxes. In addition, charges associated with negotiated terms and conditions in the Facilities Agreement shall be included in the Electric Facilities Charge.

FACILITIES AGREEMENT:

As a prerequisite for receiving service under this Rider, the customer shall execute a Facilities Agreement containing the specific agreement that has been negotiated between the Company and the Customer. Each specific agreement will contain a minimum term, a description of the facilities and any other customer-specific terms as needed under the particular circumstances.

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

Section No. VI Fourth Revised Sheet No. 6.92 Canceling Third Revised Sheet No. 6.92

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1 of 2	March 29, 2019

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.

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 service agreement under this Rider.

Section No. VI <u>Second-Third</u> Revised Sheet No. 6.93 Canceling <u>Second</u> First Revised Sheet No. 6.93

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(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 a service agreement 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 a service agreement 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 service agreement that includes a minimum five- year term. Service under this Rider will terminate at the end of the service agreement 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 service agreement 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 <u>Fourth Fifth</u> Revised Sheet No. 6.94 Canceling <u>FourthThird</u> Revised Sheet No. 6.94

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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.

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 <u>Contract service agreement</u> under this Rider.

Section No. VI Second-Third Revised Sheet No. 6.95 Canceling SecondFirst Revised Sheet No. 6.95

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2 of 2	March 29, 2019

(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 a service agreement verifying the hiring of 25 full-time employees.
- (3) The Customer must provide a service agreement 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 service agreement for Electric Service that includes a minimum five- year term. Service under this Rider will terminate at the end of the service agreement 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 service agreement 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 <u>Fourth-Fifth</u> Revised Sheet No. 6.96 Canceling <u>FourthThird</u> Revised Sheet No. 6.96

PAGE	EFFECTIVE DATE
1 of 2	March 29, 2019

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.

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 <u>Contract service agreement</u> under this Rider.

Section No. VI Second Third Revised Sheet No. 6.97 Canceling Second First Revised Sheet No. 6.97

PAGE	EFFECTIVE DATE
2 of 2	March 29, 2019

(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:

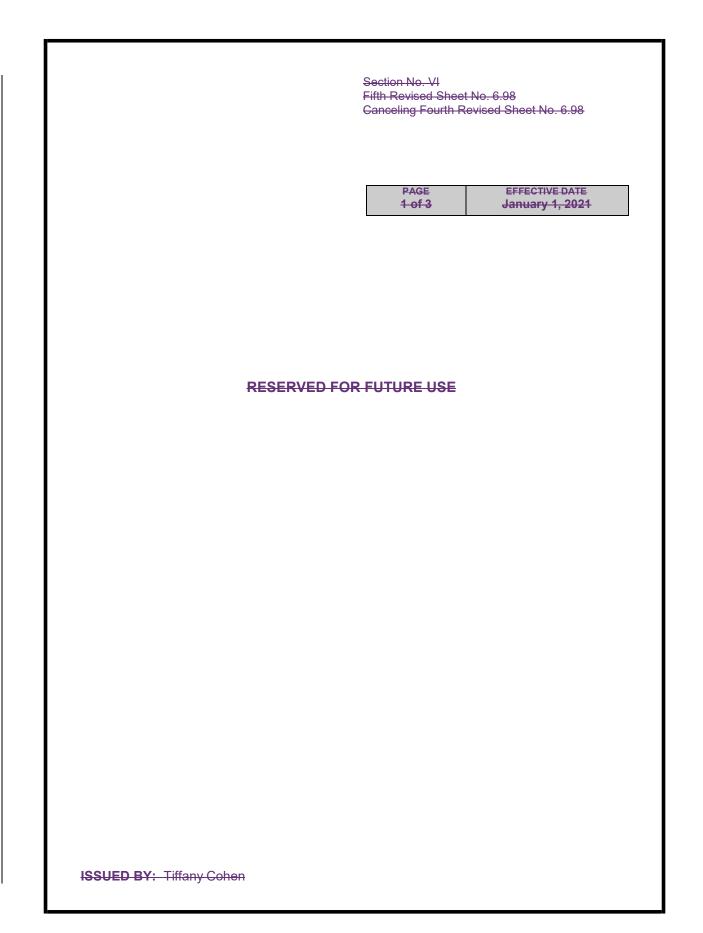
- (1) Qualifying load must be at least 200 kW, as determined by the Company.
- (2) The Customer must provide a service agreement verifying the hiring of 10 full-time employees.
- (3) The Customer must provide a service agreement verifying that the availability of this Rate Rider is a significant factor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

TERM:

Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five- year term. Service under this Rider will terminate at the end of the service agreement 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 service agreement 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. 6.99 Canceling First Revised Sheet No. 6.99

PAGE	EFFECTIVE DATE
2 of 3	January 1, 2021

RESERVED FOR FUTURE USE

ISSUED BY: Tiffany Cohen

Section No. VI
Second Revised Sheet No. 6.100
Canceling First Sheet No. 6.100

PAGE	EFFECTIVE DATE
	January 1, 2021

Reserved for Future Use

ISSUED BY: Tiffany Cohen

Section No. VI First Revised Sheet No. 6.101 Canceling Original Sheet No. 6.101

RATE RIDER CS COMMUNITY SOLAR LIMITED AVAILABILITY EXPERIMENTAL RIDER (OPTIONAL RIDER)

PAGE	EFFECTIVE DATE
1 of 2	March 29, 2019

AVAILABILITY:

This Rate Rider is available to all Customers throughout the entire service area served by the Company on a first come first served basis subject to subscription availability. Multiplesubscriptions may be purchased representing no more than the Customer's average annualenergy consumption for the previous twelve month period. Power produced from communitysolar photovoltaic (PV) facilities may not be specifically delivered to the Customer, but willdisplace power that would have been otherwise produced from traditional generating facilities. Availability is limited to those Customers enrolled in the community solar program.

APPLICABILITY:

This optional rider is offered in conjunction with the applicable rates, terms, and conditionsunder which the Customer takes service from the Company.

RATE:

Subscription Fee: \$99.00 per year

Five-Year Contract Subscription Fee Option: \$89.00 per year

BILL CREDIT:

Participating Customers will be eligible to receive a monthly bill credit for each subscriptionpurchased. The monthly bill credit will be determined each calendar year and stated on anaverage monthly basis. The bill credit will be calculated using the projected hourly output ofthe program's PV facilities, the Company's projected hourly avoided energy costs, and the number of subscriptions needed to fully subscribe the program.

Section No. VI First Revised Sheet No. 6.102 Canceling Original Sheet No. 6.102

PAGE	EFFECTIVE DATE
2 of 2	March 29, 2019

(Continued from Rate Rider CS, Sheet No. 6.101)

TERM OF SERVICE:

Service under this rate rider shall be for a minimum period of one (1) year. The non-refundablesubscription fee will automatically renew for the following year, unless the Customer notifies the-Company otherwise at the time of the initial enrollment in the program.

TAX ADJUSTMENT:

See Sheet No 6.37

FRANCHISE FEE BILLING: See Sheet No 6.37

GROSS RECEIPTS TAX ADJUSTMENT: See Sheet No 6.37

> **PAYMENT OF BILLS:** See Sheet No 6.37

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

Section No. VI Second Third Revised Sheet No. 6.103 Canceling SecondFirst Revised Sheet No. 6.103 PAGE **EFFECTIVE DATE** 1 of 2 March 29, 2019 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 gualifying 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. 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 service agreement under this Rider. ISSUED BY: Charles S. Boyett Tiffany Cohen

Section No. VI First-Second Revised Sheet No. 6.104 Canceling <u>First Original</u> Sheet No. 6.104

PAGE	EFFECTIVE DATE	
2 of 2	March 29, 2019	

(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 tenyear 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 service agreement 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 Rider CL CURTAILABLE LOAD

Section No. VI <u>First-Second</u> Revised Sheet No. 6.105 Canceling <u>FirstOriginal</u> Sheet No. 6.105

LIMITED AVAILABILITY EXPERIMENTAL RIDER (OPTIONAL RIDER)

PAGE	EFFECTIVE DATE	
1 of 5	March 29, 2019	

AVAILABILITY:

Available throughout the entire territory served by the Company to Customers receiving electric service under Rate Schedules LP, LPT, PX, and PXT that commit to a minimum Non-Firm Demand of 4,000 kW. Customers cannot participate in Rate Rider CL in conjunction with the Critical Peak Option for Rate LPT. Service under this rate schedule is subject to installation of equipment necessary for implementation.

This Rider will be closed to further subscription when the total Non-Firm Demand subject to executed Curtailable Load Service Agreements reaches 50 MW. Excepting contracts which have been signed before the termination date, service under this Rider shall terminate on December 31, <u>20212023</u>, unless extended by order of the Florida Public Service Commission.

APPLICABILITY:

This Rider is applicable to any Customer whose actual measured demand through one or more accounts is not less than 4,000 kW during the previous 12 months and who maintains an annual load factor of not less than sixty percent (60%). Multiple accounts may be combined to meet the demand and load factor requirements provided the demand response is coordinated from a single location and a single point of contact is provided to the Company for notification. Participating Customers are required to execute a Curtailable Load Service Agreement with the Company.

This Rider is also applicable only to premises at which an interruption of electric service will primarily affect only the Customer, its employees, agents, lessees, tenants or business guests, and will not significantly affect members of the general public, nor interfere with functions performed for the protection of public health or safety unless adequate on-site backup generation is available.

This Rider is offered in conjunction with the rates, terms, and conditions of the rate schedule under which the Customer takes service and affects the total bill only to the extent that the rates, terms, and conditions under this Rider differ from the rates, terms, and conditions of such rate schedule.

Fire	ction No. VI st <u>Second</u> Revised nceling <u>First Revise</u>	Sheet No. 6.106 <mark>adOriginal</mark> Sheet No. 6.106	
	PAGE 2 of 5	EFFECTIVE DATE	
	2015	Walth 23, 2013	

(Continued from Rate Rider CL, Sheet No. 6.105)

DETERMINATION OF CURTAILMENT PERIODS:

A curtailment period may be designated by the Company when Non-Firm Demand curtailment is necessary to alleviate any conditions that could lead to the interruption of power supply in the Southern Balancing Area, a local area or a region. Such conditions include, but are not limited to, those where curtailment is necessary to prevent capacity or energy emergencies and avert potential widespread power outages, facility overloads or voltage collapse. The curtailment period designation will follow Company-applicable NERC, regional, state, public service commission or local standards or guidelines. Typically, the Company will provide advance notice of 30 minutes or more prior to a curtailment period. If requested, the Company will respond to inquiries from the Customer regarding a curtailment period and provide requested information regarding the event to the extent such information is not confidential, proprietary, or non-public transmission information.

COMPLIANCE INCENTIVE:

The Company may terminate service under this Rider at any time for the Customer's failure to comply with the terms and conditions of this Rider or the Curtailable Load Service Agreement. In such event, the Company shall be entitled to immediately suspend future monthly credits under this Rider and bill the Customer for the total value of the credits received during the lesser of: (i) the prior 60 months; (ii) the number of months which have elapsed since the occurrence of the most recent curtailment period; or (iii) the number of months which have elapsed since the Customer began service under this Rider.

An incident of non-compliance will be considered to have occurred if the Customer's maximum integrated fifteen thirty (1530) minute demand to the nearest kilowatt (kW) during a curtailment period or test period is greater than the Firm Demand.

Section No. VI First Revised Sheet No. 6.107 Canceling Original Sheet No. 6.107

PAGE	EFFECTIVE DATE	
3 of 5	March 29, 2019	

(Continued from Rate Rider CL, Sheet No. 6.106)

DETERMINATION OF FIRM DEMAND AND NON-FIRM DEMAND:

Firm Demand is defined as the amount of demand that the Customer's measured demand cannot exceed during a curtailment period or test period.

Non-Firm Demand is defined as the amount of demand that the Customer agrees to reduce during a curtailment period or test period.

The Customer's Firm Demand and Non-Firm Demand shall be established in the Curtailable Load Service Agreement with the Company. The sum of a Customer's Firm Demand and Non-Firm Demand shall not exceed the Customer's maximum measured demand. If the sum of a Customer's Firm Demand and Non-Firm Demand exceeds the Customer's maximum measured demand during a year, the Non-Firm Demand for the following year will be reduced by the difference. The contracted Firm and Non-Firm Demand may be adjusted proactively by mutual agreement of the Customer and the Company.

CREDIT:

Monthly credits will be paid to the Customer based on the product of the Non-Firm Demand and Credit Value as specified in the Curtailable Load Service Agreement. Should the sum of a Customer's Firm Demand and Non-Firm Demand exceed the Customer's maximum measured demand during a year, the subsequent monthly credits for the following year will be reduced by the difference between the sum of the Customer's Non-Firm Demand and Firm Demand and the Customer's maximum measured demand for the prior year multiplied by the Credit Value.

DEMONSTRATION PERIOD:

Prior to the Customer taking service under this Rider, the Customer must demonstrate their ability to reduce their electrical demand to a level equal to, or below, their Firm Demand as specified in the Curtailable Load Service Agreement. The Customer will be notified 30 minutes prior to the required demonstration period. The demonstration period will occur within 30 days of the Company being notified by the Customer that it wishes to take service under this Rider. The demonstration will be for a period of no more than two consecutive hours.

Section No. VI First Revised Sheet No. 6.108 Canceling Original Sheet No. 6.108

PAGE	EFFECTIVE DATE
4 of 5	March 29, 2019

(Continued from Rate Rider CL, Sheet No. 6.107)

SPECIAL PROVISIONS:

- 1. Service under this Rider is not available to a Customer whose premises are designated by one or more governmental agencies for use as a public shelter during a natural disaster and/or a declared state of emergency.
- 2. Credits under this Rider shall commence after the successful demonstration of demand reduction by the Customer as determined by the Company.
- 3. The Company reserves the right to test the Customer's ability to comply with the provisions of this Rider for a one-hour test period if there has not been a curtailable period or demonstration period for the Customer during the previous 12 months. These test periods will not be considered curtailable periods.
- 4. If the Customer terminates participation prior to the expiration of their full contract term, the Customer will not be allowed to participate in this program for two subsequent years.
- 5. Customers who exit the program prior to the full expiration of their full contract term and who subsequently re-enter the program may only take service under the terms of their original contract until its expiration.
- 6. Customers taking service under negotiated contracts may participate in Rider CL provided that such participation is explicitly permitted in the Customer's executed contract.

TERM OF SERVICE:

Service under this Rider requires a Curtailable Load Service Agreement having a term of 10 years beyond the anticipated in-service date of the Company's Avoided Unit or Resource. Customers may terminate their Curtailable Load Service Agreement without penalty or liability by providing the Company with at least five (5) years advanced written notice. In such event, the Curtailable Load Service Agreement will automatically terminate on the day following the fifth anniversary of the date of the Customer's termination notice.

If the Customer ceases taking service under the Rider prior to the expiration of the full contract term and without the required advanced written notification, the Company will bill the Customer for the total value of the credits received during a period equal to the lesser of: (i) the prior 60 months; (ii) the number of months which have elapsed since the occurrence of the most recent curtailment period; or (iii) the number of months which have elapsed since the Customer began service under this Rider.

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

Section No. VI First Revised Sheet No. 6.109 Canceling Original Sheet No. 6.109

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5 of 5	March 29, 2019

(Continued from Rate Rider CL, Sheet No. 6.108)

TAX ADJUSTMENT: See Sheet No. 6.37

FRANCHISE FEE BILLING:

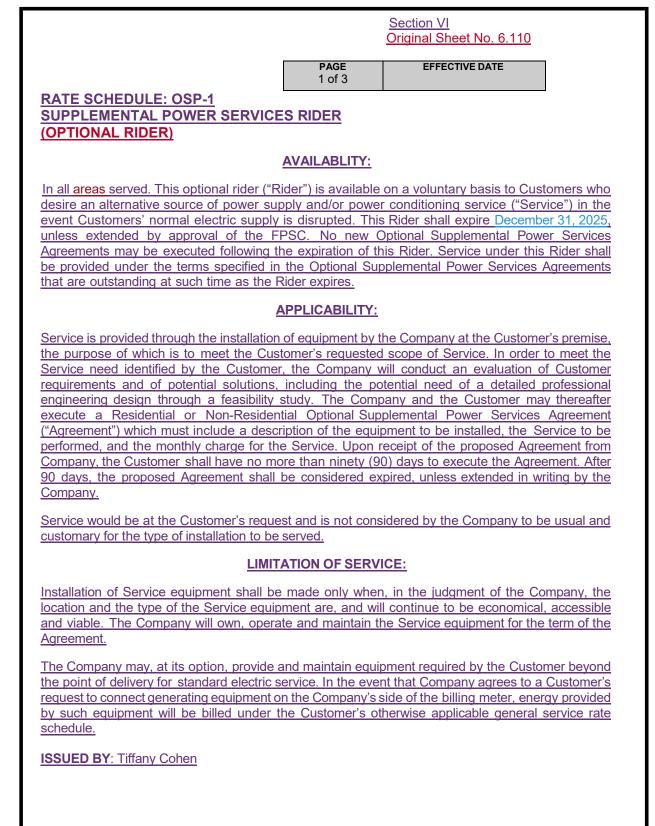
See Sheet No. 6.37

ENERGY CONSERVATION:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT: See Sheet No. 6.37

> PAYMENT OF BILLS: See Sheet No. 6.37



		Section VI	
		Original Sheet No. 6.111	
	PAGE 2 of 3	EFFECTIVE DATE	
(Continued):			
MONTHLY S	ERVICE PAYME	NT:	
The Company will design, procure, install, or included in the determination of the Monthly S Rider is in addition to the monthly billing det schedule and any other applicable charges, and	ervice Payment. ⁻ termined under th	The Monthly Service Payment under this ne Customer's otherwise applicable rate	
Monthly Service Pay	/ment = Capital C	ost + Expenses	
Where:			
Capital Cost shall be levelized over the term equipment times a carrying cost. The carrying and and most recent FPSC-approved return on con	cost is the cost of		
Any replacement cost(s) expected to be incur equipment installed by the Company that is n be included in the Monthly Service Payment.			
Except for fuel expenses, projected expenses will be recovered on a levelized basis over the term of Service and may include, but not be limited to: non-fuel operations and maintenance expenses associated with the installed equipment, administrative and general expenses, depreciation expense, income taxes, and property taxes that will be recorded as costs are incurred.			
Fuel expenses, if applicable, will be recalcula forecasted operating parameters and expected Payment. Fuel expense will be based upor operation and testing and also includes, but is expenses and taxes applicable to Company's expenditures will be reconciled to projected incorporated into the following twelve (12) more	d fuel costs, and v n an estimate of not limited to, deliv s acquisition, stor d fuel revenues	will be in addition to the Monthly Service the cost of fuel consumed for back-up very costs, inventory costs, administrative rage and delivery of the fuel. Actual fuel annually and any differential will be	
REVISIONS TO MONTHLY SERVICE PAYMENT:			
In addition to annual revisions to fuel expent Monthly Service Payment(s) may be adjusted to reflect the Customer's request for modificati Supplemental Power Services Agreement. I modifications necessitated by changes in the of the Customer for supplemental equipment of facilities which will materially affect the operat	l, by agreement c ions to the Service Modifications incl character of Servic or services, or cl	of both the Customer and the Company, e and equipment specified in the Optional ude, but are not limited to, equipment ce required by the Customer, requests by manges or increases in the Customer's	
ISSUED BY: Tiffany Cohen			

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1

		<u>Section VI</u> Original Sheet No. 6.112	
	PAGE 3 of 3	EFFECTIVE DATE	
<u>(Continued):</u>			
TERM	OF SERVICE:		
The term of Service will be specific to each Op	ptional Suppleme	ntal Power Services Agreeme	<u>ent.</u>
RULES AN Service under this Rider is subject to order currently effective "General Rules and Regul Service Commission. In case of conflict betwee Regulations for Electric Service" the provision	lations for Electric en any provision	al bodies having jurisdiction c Service" on file with the Fluing of this Rider and said "Genera	orida Public
Regulations for Electric Service the provision	oi this Rider shai	rappiy.	
ISSUED BY: Tiffany Cohen			

		Original Sheet No. 6.113
	PAGE 1 of 2	EFFECTIVE DATE
Existing Facility Economic Developm	nent Rider - EFEDR	
<u> </u>	VAILABLITY:	
In all areas served.		
This Rider is available for the establishmen been vacant for more than six months. S measured demand of at least 350 kW and	Service under the Rider is	limited to Customers with a
Initial application for this Rider is not availa occurs after the Customer contracts for se allowed to fulfill the balance of the contract outlined below. This Rider is not available equipment failure, temporary plant shutdow from one establishment or delivery point on on the Florida Power and Light Company s The load and employment requirements u point. The Customer's Service Agreement and nature of the load being provided, doo significant factor in the Customer's location	rvice under this Rider, the under Rider EFEDR and co of for renewal of service for n, or strike. This Rider is als the Florida Power and Ligh ystem. under the Rider must be a under this Rider must inclu- umentation verifying that t	successor Customer may be ontinue the schedule of credits ollowing interruptions such as so not available for load shifted int Company system to anothe achieved at the same delivery de a description of the amoun he availability of this rider is a
affiliation with the previous occupant.	TION OF SERVICE:	
The Company reserves the right to limit an Development expenses from this Rider, th exceed the maximum amount allowed by F F.A.C. Service under this rider may not be	oplications for this Rider where the Business Incentive Ride	ers (BIRs), and other sources
New service requiring installation of additic cash contributions in aid of construction, ar	nal facilities may require r	nonthly or annual guarantees
New Load: New Load is that which is estat space that has been vacant for more than s Verification of vacancy will be established to period in question.	ix months prior to application	on for service under this Rider
ISSUED BY: Tiffany Cohen		

Original Sheet No. 6.114			
PAGEEFFECTIVE DATE2 of 2			
(Contintued from 6.113)			
DESCRIPTION: A credit based on the percentages below will be applied to the base demand charges and base energy charges of the Customer's otherwise applicable rate schedule associated with the Customer's New Load:			
Year 1 – 25% reduction in base demand and energy charges* Year 2 – 20% " Year 3 – 15% " Year 4 – 10% " Year 5 – 5% "			
* All other charges including customer charge, fuel cost recovery, capacity cost recovery, conservation cost recovery, environmental cost recovery, and storm charge will also be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD, GSDT, GSTOU, LP, LPT, PX or PXT,			
TERM OF SERVICE: The Customer agrees to a five-year contract term. Service under this Rider will terminate at the end of the fifth year.			
RULES AND REGULATIONS: Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.			
ISSUED BY: Tiffany Cohen			

Section VII Standard Contract Forms

Section No. VII Twenty-<u>First-Second</u> Revised Sheet No. 7.1 Canceling <u>Twenty-First</u>Twentieth Revised Sheet No.7.1

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ISSUED	ISSUED BY: Charles S. BoyettTiffany Cohen			

Section No. VII <u>Sixth-Seventh</u> Revised Sheet No. 7.2 Canceling <u>Sixth</u>Fifth-Revised Sheet No. 7.2

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Section No. VII Second Revised Sheet No. 7.3
Canceling First Revised Sheet No. 7.3
GULF POWER COMPANY CONTRACT
FOR ELECTRIC SERVICE
Form 1
THIS CONTRACT for electric service is entered into thisday of,
("Effective Date") between Gulf Power Company (¹¹ Company ¹¹) and (¹¹ Customer ¹¹).
INCONSIDERATION of the mutual agreements hereinafter contained, IT ISAGREED:
 <u>Scope.</u> Company will supply electric service to Customer, and Customer will purchase, receive and pay Company for such service in accordance with this Contract.
2. <u>Rules. Regulations and Rates.</u> Florida state law and the rules, regulations and applicable rate- schedules of Company as may be filed with and regulated by the Florida Public Service Commission govern this service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this contract as provided by law. Copies of current rules, regulations and applicable rate schedules are available from Company upon request and may be attached to this Contract.
3. <u>T</u> erm. The term of this Contract shall be () year(s) from the commencement of electric service under this Contract. The Contract shall continue in effect thereafter until terminated by either party providing written notice to the other in accordance with the rules, regulations and applicable rate schedules.
4. <u>Service to Premis</u> es.
The characteristics of the service to be furnished under this Contract are as follows:
a Premises location: — — — — — — — — — — — — — — — — — —
c. Voltage and Phase:d.
DeliveryPoint————————————————————————————————————
Schedule(s):
f. Service level: () transmission () primary () secondary
g.RateRider(s):
h. Commencement of electric service not later than:
i. Contract Capacity:
j. Minimum billing demand: — — — — — — — — — — — — — — — — — — —
5. <u>Payment-During the term of this Contract, Customer will pay monthly charges calculated in accordance</u> with the applicable rules, regulations and rate schedules.
6. Eauioment Customer, at its expense, shall maintain and operate its equipment so that it does not cause
unacceptable voltage fluctuations, harmonically related disturbances, overload, or other disturbances on Companyis
electrical and communications systems, or affect the safe, econom ical and reliable operation of Companyts electric
system. Customer, at its expense, shall immediately correct any such unacceptable use of electric power, including
the provision of suitable apparatus to prevent or cure such effects where necessary.
ISSUED BY: Travis Bowden EFFECTIVE: June 27, 2000

Section No. VII Second Revised Sheet No. 7.4 Canceling First Revised Sheet No. 7.4

7. <u>Limitation of Liability</u> Company does not guarantee that service will be ree from, and Company shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. Companyshall have no liability for any loss or damage from any loss of service, or delay in providing service.

8. Assignment of Contract Customer shall not assign this Contract without written consent of Company.

9. Remedies in the event of default by either party, the non-defaulting party may pursue any and all judicial and administrative remedies and relief available.

10. <u>Non-waiver</u>: The parties agree that this Contract does not preclude the Company from collecting any additional costs as directed or authorized by a legislative body, administrative body, or courthaving jurisdiction over such issues.

11. <u>Additional Provisions</u> Additional terms and conditions relating to the provision of service to the premises identified in paragraph 4 herein may be attached hereto. Such attached terms and conditions shall be controlling over any conflicting terms set forth herein. The following such terms and conditions are attached hereto and incorporated herein by reference:

12. <u>Mis</u>cellaneous. A waiver of one or more defaults by either party shall not be deemed a waiver of any other or subsequent default by such party. This Contract, upon becoming effective, shall cancel and supersede any previously existing agreement covering supply by Company to Customer of electric energy to the premises identified in paragraph 4 herein. This document, those documents incorporated by reference, and any attachments constitute the entire agreement between the parties. No modification of this Contract, except as provided in paragraph 2 above, shall be binding unless it is in writing and accepted by Customer and Company. This Contract shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives, as of the Effective Date hereof.

		GULE	POWERCOMPANY
		-	
<u>Ву:</u>		By:	
Title:		Title:	
ISSUEDBY:	Travis Bowden	EFFECTIVE:	June 27, 2000

GU	LF	P	ow	ER	co	MP	ANY
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Section No. VII First Revised Sheet No. 7.5 Canceling Original Sheet No. 7.5

GULF POWERCOMPANY

CONTRACT FOR ELECTRIC SERVICE FOR RESALE Form 2

This-	Agreement	made and		into this	oinofter referr	day of
11 11		and between o	OLI FOMLIN			
asthe +++ Company +++	a corporation or	ganized and exis	sting under ar	nd by virtue of th	e laws of the	•
State of Florida and		-		hereinafter	referred to	as the
11- Consumer , an ele 11	ctric membership	corporation org	anized and e>	cisting under and	l by virtue of t l	he

laws of Florida.

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the parties hereto contract and agree with each other as follows: namely:

Terms:

1. The Company agrees to sell and deliver to the Consumer, and the Consumer agrees to purchase and receive from the Company, all of the electric energy, as hereinafter described, which the Consumer may require during the term of this agreement.

Service:

2. The electric energy to be supplied by the Company hereunder shall be what is commonly known as alternating current of approximately 60 cycles per second three phase, wire, and delivered and metered at approximately volts.

3. The Company agrees to deliver kilovolt-amperes of said

electric energy at -

Switching Station:

4. The Company shall install, own, and maintain all switching and protective equipment which may reasonably be necessary to enable the Consumer to receive and use the electric energy hereunder at line voltage and to protect the system of the Company. In no event shall there be a differential of more than 25% between the current flowing in any two phases at the time of the Consumer's maximum monthly demand. If such a differential of more than 25% shall occur, then the Consumer agrees to correct such excessive differential within 60 days after receipt of written notice from the Company.

The Company sh	all install, own, and maintain the necessary meters and metering
and make all final as	an instant, own, and maintain the neterodally metero and instantig
equipment, and make all linal co	nnections to its system at the point of delivery.
ISSUED BY: Susan Story	EFFECTIVE: December 6,2005

Section No. VII Original Sheet No.7.6

Rate:

5. The Consumer hereby agrees to pay to the Company monthly for each mont h during the term of this contract, and every rene'W"al. thereof, f or electric enerity delivered to the Consumer by the Company at the rates and under the terms and conditions set forth in Schedule "RA" attached to and made a part of this Agreement •

Payment of Bills:

6. Meter shall be read by a representative of the Company regularly at intervals of approximately thirty (30) days, and bills for energy furnished hereunder shall be rendered by the Company to the Consumer monthly. Payment for all electric energy which shall be delivered under the provisions of this contract shall be peyuble at the office of the Company in the State of Florida within fifteen (15) days after the bill therefor shall have been mailed to the Consumer. If such due date falls on a Sunday or a holiday, the bill shall be due on the next day following such Sunday or holiday.

Meter Adjustments:

7. Each meter used in determing the demand for or amount of electric energy supplied hereunder shall, by comprison with accurate standards, be tested end calibrated by the Company at intervals of not to exceed twelve (12) months. If a meter shall be found incorrect or inaccurate, it shall be restored to inaccuarte condition or a new meter shall be substituted.

8. The Consumer shall have the right to request that a special meter test be made at any time. If any test made at Consumers request discloses that the meter tested is registering correctly, or within 2% of normal, Consumer shall bear the expense of such test. The expense of all other tests shall be borne by the Company.

9 The results of all such tests and calibrations shall be open to examination by the Consumer and a report of every test shall be furnished immediately to the Consumer. Any meter tested and found to be not more than 2%, above or below normal shall be considered to be correct and accurate insofar as correction of billing is concerned. If, as a result of any test, any meter is found to register in exces of 2% either above or below normal, then then the readings of such meter previously taking for billing purposes shall be corrected according to the prcentage of inaccuracy so found, but no such correction shall extend beyond ninety days previous to the day on which inaccuracy is discovered by such test.

10 For any period that a meter is found to have failed to register, it shall be assumed that the demand established, or electric energy delivered, as the case may be, during said period is the same as that for a period of like operation to be agreed upon by the parties hereto during which such meter was in service and operating.

Form 2 ISSUED BY: Susan Story

Section No. V II Original Sheet No. 7.7

Construction_Standards:

The Consumer agrees that it will main tain unity power factor as nearly as practicable, and fur ther agrees to construct and maintain its distribution lines in accordance wi th REA requ irements but not less than specifications at least equal to those provided by the National Electric Safety Code of the Un i ted Sta tes Bur eau of Stand ards.

Right of Access:

Each party will give all necessary permission to each other to enable the agents of the other party to carry out this contract, and will give each other the right by their duly authorized agents and employees to enter the premises of the other at all reasonable times for the purposes of reading or checking meters; for inspecting, testing t repairing renewing or exchanging any or all of its equipment which may be located on the property of the other or performing any other work incident to rendering the service hereby contracted for .

Continuity of Service:

In the event that the Company is delayed in the delivery of electr ic ene r gy her ein contac ted for bystrike, riot, invasion, fire, flood, explosion, breakdown, act of God, or the pu blic enemy, or cny causebeyond its control, the time fixed for the commencement of delivery of electric energy hereunder shall becorrespondingly extended. The Company shall not be-liable to the Consumer hereunder, nor shall the-Consumer be liable to the Company hereunder, by reason of failure of the Company to deliver, or theconsumer to receive electric energy as the result of fire, strike riot, explosion, flood, accident, breakdown, acts of God or the public enemy, interruptions incident to the contruction or repair of the Company's facilities but shuch service interruption periods shall be mutually agreed upon in advance by the parties hereto, or other acts beyond the control of the party affected, it being the intention of each party torelievethe other of the obligation to supply energy or to receive and pay for energy when, as a result of any of the above mentioned cuauses, either party may be unable to deliver or use in whole or in part the electric energy herein contracted to be delivered or received, Both parties shall be prompt and diligent in removing and overcoming the cause of causes of said interruption, but nothinghereunder contained shall be construed as permitting the Company to refused to deliver, or the Consumer to refuse to receiveelectric energy after the cause of interruption has been removed.--

The Company does not Guarantee that the supply of electric energy hereunder will be free from interruption, and it is agreed that interruption of the Company's service, occasioned by any of the causes mentioned in the foregoing paragraph, shall not constitute a breach of this contract on the part of the Company, and the Company shall not be liable to the Consumer for damages resulting therefrom. In the event of interruption to service the Company will restore the service as soon as it can reasonably do so, and will at all times exert itself toward the end of supplying as nearly constant service as is reasonably practicable. In case of impaired or defective service, the Consumer shall immediately give notice to the nearest office of the Company by telephone, confirming such notice in writing on the same date such notice is given. —

ISSUED BY: Susan Story

- Section VII Original Sheet No. 7.8

Continuity of Service: (continued)

Liability for Damage:

15.. The electric energy supplied under this Agreement is supplied upon the express condition that after it passes the metering equipment of the Company, or the point of delivery, it becomes the property of the Consumer and the Company shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electric energy on the Consumer's premises, or elsewhere, after it passes the point of delivery to the Consumer, except where such loss or damage shall be shown to have been occasioned by negligence of the Company, its agents or employees in operating and maintaining the Company's property used in supplying service hereunder. The Consumer agrees to keep its lines, apparatus, appliances and all other equipment in a safe condition and will and does hereby agree to indemnify and save harmless the Company from the payment of any sum or sums of money to any person whomsoevery, including attorney's fee and court costs, which it may be called upon to pay on account of damages ot property or fatal or personal injuries to individuals resulting from or which may be in any way caused by the condition, operation and maintenance of the lines, apparatus, appliances the Company shall not apply to damages or injuries caused or contributed to by the negligence of the Consumber.

It is understood and agreed that the Consumer will deliver to the Company, at least fifteen (15) daysprior to the beginning of service hereunder, a certified copy or duplicate original of an insurancepolicy, issued by a reputable insurance company authorized to do business in the State of Florida, jointly protecting and indemnifying the Company and the Consumer against all liability and expenseon account of claims and suits for injuries of damages to person or property arising out of the service rendered to or by the Consumer, as follows:

(a.) Public liabtlity insurance in the amount specified in the mortgae contract between the Consumer and the United States of Amercia, but in no event less than \$25,000 for injuries, including wrongful death to any one person, end, subject to the same limit for each person, in an amount not less than \$50,000 for injuries, including wrongful death to two or more persons on account of one accident.

(b.) Property damage insurance in the amount specified in the mortgage contract between the Consumer and the United States of America, but in no event less than \$10,000 to cover damages to one person 's property or arising out of one accident for injuries to morre than one person's property.

Form 2 ISSUED BY: Susan Story

Section No. VII First Revised Sheet No. 7.9 Canceling Original Sheet No. 7.9

Liability for Damage: (Cont inued)

The Consumer agrees to pay all premiums and other charges due en said policies and keep said policies in force during the entire lire of this contract. Provided, however, that the Company agrees to pay that part or the premiums on the above policies which is in excess of the amount that the Consumer would be charged if it were the sole beneficiary thereunder.

Duplication of Facilities:

16. Neither party shall duplicate the other's facilities except insofar as such duplication shall be necessary in order to transmit electrical energy between unconnected points on itslines. When such duplicating facilities are so constructed they shall not be used by the party owning them to serve excisting customers served by or prospective customers immediately adjacent to theexisting facilities so the other party. Neither party shall distribute or furnish electrical energy toanyone who, at the time of the proposed service, is receiving electrical service from the other partor to any farm, residential or commercial customer whose premises are capable or bein deserved by the exist ing facilities of the other without extension of its distribution system beyond adistance of two-tenths of a mile; provided, however, the Company shall have the right to servedirect any unserved or new customer, having a demand of 150 kilovolt-amperes or more.

Resale:

17. The electric energy purchased by the Consumer from the Company shall be distributed by the Consumer solely to ultimate users and such energy shall not be sold or – offered for sale by the Consumer to any person, firm, municipal or other corporation or association – for subsequent resale without Written consent or the Company.

Service to Towns:

Neither the Constnner nor the Company shall furnish or offer to furnish electricenergy to any prenises within the limits of an incorporated town in or to which the other supplies such service, except where the other refuses to furnish such service, or where it is mutually agreed in writing that the Consumer or the Company may furnish such service.

Discotinuance of Service:

18. Whenever the Consumer has violated any of the terms of this contract, or has failed to pay any bill accruing under this contract on or before the fifteenth day after the due date of such billing, the company may discontinue the supply of eletric energy, provided at least fifteen (15) days written notice has been given of such intention to discontinue the service, unless the Consumer shall correct such violation or shall pay such bill, before the expiration of such fifteen (15) days notice.

Term of Agreement:

20. This Agreement shall become effective on the date first above written or in the case of a never connection, on the date of connection of the systam of the Company to the system of the Consumer and shall remain in effect for a period or five years from the said date and thereafter, from year to year, unless and until at least six months prior to the expiration of the initial five year period, or any subsequent year, either party shall notify the other in writing of its desire to terminate the Agreent on the expiration of the peiod or year.

Form 2

ISSUED BY: Susan Story

G Term of Agreement: (continued) 1ALL_ previous communications betwwn the parties hereto written, with reference to the subject matter of this Agreement, will be abrogate execute this Agreement, and no modification hereof shall be binding unless it is accepted by the Consumer and approved by an officer of the Company MWITNESS WHEREOF:The Parties hereto have caused this instrument t respective authorized officals Mutation:	ted when the parties shall be in writing du
21ALL_previous communications betwwn the parties herete written, with reference to the subject matter of this Agreement, will be abrogate execute this Agreement, and no modification hereof shall be binding unless it is accepted by the Consumer and approved by an officer of the Company. IN WITNESS WHEREOF:The Parties hereto have caused this instrument trespective authorized officals. IN WITNESS WHEREOF:The Parties hereto have caused this instrument trespective authorized officals. IN WITNESS WHEREOF:The Parties hereto have caused this instrument trespective authorized officals. IN WITNESS WHEREOF:The Parties hereto have caused this instrument trespective authorized officals. IN WITNESS WHEREOF:The Parties hereto have caused this instrument trespective authorized officals. IN WITNESS WHEREOF:The Parties hereto have caused this instrument trespective authorized officals. IN WITNESS WHEREOF:The Parties hereto have caused this instrument trespective authorized officals. IN WITNESS WHEREOF:The Parties hereto have caused this instrument trespective authorized officals. IN WITNESS WHEREOF:The Parties hereto have caused this instrument trespective authorized officals. IN WITNESS WHEREOF:The Parties hereto have caused this instrument trespective authorized officals. IN WITNESS WHEREOF:The Parties hereto have caused this instrument trespective authorized officals. IN WITNESS WHEREOF:NUP THE Parties hereto have caused this instrument trespective authorized officals. IN WITNESS WHEREOF:NUP THE Parties hereto have caused this instrument trespective authorized officals. IN WITNESS WHEREOF:NUP THE Parties hereto have caused the parties h	ted when the parties shall be in writing du
written, with reference to the subject matter of this Agreement, will be abrogate execute this Agreement, and no modification hereof shall be binding unless it a secure this Agreement and approved by an officer of the Company.	ted when the parties shall be in writing du
respective authorized officals: " By: Attest:	to be executed by th
Attest:	
Attest:	
Attest: GULF 	President
Attest: Secretary	Fresident
Attest:Secretary	F POWER COMPAN
Attest: Secretary	
Attest: Secretary	
Secretary	President
Form 2	
Form 2	
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Form 2	
ISSUED BY: Susan Story EFFECTIVE: December 6,200	005

Section Vii Second Revised Sheet No. 7.11 Canceling First Revised Sheet No. 7.11

Reserved for Future Use

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

Section VII Second Revised Sheet No. 7.12 Canceling First Revised Sheet No. 7.12

Reserved for Future Use

ISSUED BY: S. W. Connafly, Jr.

EFFECTIVE: January 1,2014

	OWER COMPANY GHTING PRICING METHODOLOGY - Rate Schedule OS (Part I/II) Form 4	
SECTION A - LED FIXTURES (Clc	ised Schedule)	
Total Unit Cost		
Fixture Cost Arm Cost		\$0.0 \$0.0
Bulb Cost		\$0.0 \$0.0
Photocell Cost	SUBTOTAL	\$0.0 \$0.0
0.000 Man-hours to Install Fixture/Arm (If Applicable		\$0.0 \$0.0
35.0% Engineering & Supervision Overheads	SUBTOTAL	\$0.0 \$0.0
	UNIT COST TOTAL	\$0.0
Fixture Charge		
Fixed Charge = (15.235% x Unit Cost Total)/12 Months Revenue Tax = Fixed Charge x 0.000721		\$0.0
Revenue Tax = Fixed Charge x 0.000721	FIXTURE CHARGE	\$0.0 \$0.0
Maintenance Charge	0.00/	
Average Annual Bulb Failure Rate: - Bulb Life (in hours) F	0.0% ailure Rate = (Ann. Burn Hrs / Bulb Life)	
- Annual Burn hours		
Photocell Replacement = (Photocell Cost + Labor) x Photocell Fa	ailure Rate/12 Months	\$0.0
- Photocell Life (in hours) F	ailure Rate = (Ann. Burn Hrs /Photocell Life)	Ç Ö İ Ç
 Photocell Cost Photocell Replacement Labor Hrs 	= 0	
Driver Replacement = (Driver Cost + Labor) x Driver Failure Rate - Driver Life (in hours) F	e/12 Months ailure Rate = (Ann. Burn Hrs / Driver Life)	\$0.0
\$ - Driver Cost		
- Driver Replacement Labor Hrs		
Surge Protection Device (SPD) Replacement = (SPD Cost + Lab	or) x SPD Failure Rate/12 Months	\$0.0
- SPD Life (in hours) F \$ - SPD Cost	ailure Rate = (Ann. Burn Hrs / SPD Life) = 0	
- SPD Cost - SPD Replacement Labor Hrs	- 0	
Luminoire Popeir Cost -		
Luminaire Repair Cost = [Man-hours to Remove of 0.36 @ \$62.05/Manhour + Unit Cost	st Total]	
x 6.7% Annual Luminaire Failure Rate/12 Months	SUBTOTAL	\$0.0
Revenue Tax = Fixed Charge x 0.000721	SUBTUTAL	\$0.0 \$0.0
-	MAINTENANCE CHARGE	\$0.0
Energy Charge		
0 Line Wattage x 4,120 Annual Operating Hour	s/(1,000 x 12) =	
0 kWh @ \$0.02517/kWh	ENERGY CHARGE	\$0.0
	EFFECTIVE:	
		·
Fixture Charge Maintenance Charge		\$0.0 \$0.0
Energy Charge		\$0.0 \$0.0
	TOTAL MONTHLY CHARGE PER FIXTURE	\$0.0

Section VII

Fourth Fifth Revised Sheet No. 7.13.1 Canceling Fourth Third Revised Sheet No. 7.13.1

Form 4 (Continued)	
(Closed Schedule)	
SECTION A-1 - Non-LED FIXTURES	
Total Unit Cost	
Fixture Cost	\$0.0
Arm Cost	\$0.0 \$0.0
Bulb Cost Photocell Cost	\$0.0
SUBTOTAL	\$0.0
Man-hours to Install Fixture/Arm (If Applicable) @ \$62.05/Manhour	\$0.0
SUBTOTAL	\$0.0
35.0% Engineering & Supervision Overheads	\$0.0
UNIT COST TOTAL	\$0.0
Fixture Charge	
Fixed Charge = (15.235% x Unit Cost Total)/12 Months Revenue Tax = Fixed Charge x 0.000721	\$0.0 \$0.0
FIXTURE CHARGE	\$0.0
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	\$0.0
uminaire Repair Cost =	
[Man-hours to Remove of 0.36 @ \$62.05 Manhour + Unit Cost Total]	
x 6.7% Annual Luminaire Failure Rate/12 Months	\$0.0
SUBTOTAL Revenue Tax = Subtotal x 0.000721	\$0.0 \$0.0
MAINTENANCE CHARGE	\$0.0
	+
Energy Charge	
Line Wattage x 4,120 Annual Operating Hours/(1,000 x 12) = 0 kWh @ \$0.02517/kWh ENERGY CHARGE	\$0.0
Fixture Charge	\$0.0
Maintenance Charge	\$0.0
Energy Charge	\$0.0
TOTAL MONTHLY CHARGE PER FIXTURE	\$0.0

ISSUED BY: S. W. Connally, Jr. Tiffany Cohen

EFFECTIVE: January 1, 2019

Section VII

Seventh Eighth Revised Sheet No. 7.14 Canceling Seventh Sixth Revised Sheet No. 7.14

Form 4 (Continued)

(Closed Schedule)

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	\$0.00
SUBTOTAL	\$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)/12Months	\$0.00
Revenue Tax = Fixed Charge x 0.000721	\$0.00
MONTHLY POLE/ADDITIONAL FACILITY CHARGE PERUNIT	\$0.00

ISSUED BY: S. W. Connally, Jr. Tiffany Cohen

Section VII Eleventh <u>Twelfth</u> Revised Sheet N <u>Eleventh Tenth</u> Revised Sheet No.	•
Form 4 (Continued) (Closed Schedule)	
SECTION C - RELAMPING SERVICE AGREEMENT	
Bulb and Photocell Cost	
Bulb Cost	\$0.00
Photocell Cost BULB AND PHOTOCELL COST	\$0.00 \$0.00
	\$0.00
Relamping Charge	
Average Annual Bulb Failure Rate: 0.0% - Bulb Life (in hours) - Annual Burn hours Failure Rate = (Ann. Burn Hrs / Bulb Life)	
Spot Rebulb Cost =(Bulb Cost + Photocell Cost + \$29 Labor) x Bulb Failure Rate/12 Months	\$0.00
SUBTOTAL Revenue Tax = Subtotal x 0.000721	\$0.00 \$0.00
RELAMPING CHARGE	\$0.00
Energy Charge 0 Line Wattage x 4,120 Annual Operating Hours/(1,000 x 12) = 0 kWh @ \$0.02517/kWh ENERGY CHARGE	\$0.00

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

ISSUED BY: S. W. Connally, Jr. Tiffany Cohen

EFFECTIVE: July 1,2017

Section VII Third Revised Sheet No. 7.15.1 Canceling Second Revised Sheet No. 7.15. 1

THIS PAGE IS RESERVED FOR FUTURE USE.

ISSUED BY: Travis Bowden

	Eigh	tion VII steenth <u>Nineteenth</u> Revised Sheet No. 7.16 celing <u>EighteenthSeventeenth R</u>evised Sheet No. 7.16
	CONTRA AND G LIGHTINO SCHEDL <u>(Closed</u>	DWERCOMPANY ACT FOR STREET SENERALAREA G SERVICE RATE JLE OS (PARTI/II) <u>d Schedule)</u> Form 5
		Contract No
Customer Name ———		
DBA	Telephone No	Tax I. D. (if applicable)
Street Address ((Subdivision, etc.) of Light(s)	
Driving Directions		
Meter No.	Account No.	JETS WO No
Company, the right to const address its poles, Lines, fa	truct, operate, and maintain upon acilities, and appliances necess ingress and egress to and from	lectric current and facilities the Applicant hereby grants to Gulf Pc n, over, under, and across the premises located at the above ser sary in connection therewith for the transmission of electric pc n said lines and the right to cut and keep clear all trees and o
obstructions that may injure maintenance of said facilities Schedule "OS (PART I/II)" installation may constitute a application becomes a contra by the other. Any damage do The location of said facilities or the use thereof. Should th for the full term shall immedi by reason of accident, or con and such interruption shall n	s shall remain at all times the prop shall be for an initial period of a longer term. At the time Gulf P act for a term ofyears an one by vandalism shall be handle shall be as specified by the Appli he Applicant discontinue this servitately become due and payable. Indition beyond the control of Gulf F tot constitute a breach of the cont	ures, equipment and material used in the construction, operation, perty of Gulf Power Company. The contract term as provided by F not less than three (3) years. Additional facilities required for Power Company begins to install any facilities applied for herein, ad thereafter from year to year until terminated by notice to either p led in accordance with the provisions of Rate Schedule "OS (Part I licant and the Company shall be held harmless in connection there vice before the expiration of the full term of contract all unpaid char . In the event the supply of electric current should be interrupted o Power Company, the service shall be restored within a reasonable to
obstructions that may injure maintenance of said facilities Schedule "OS (PART I/II)" installation may constitute a application becomes a contra by the other. Any damage do The location of said facilities or the use thereof. Should th for the full term shall immedi by reason of accident, or con and such interruption shall n	s shall remain at all times the prop shall be for an initial period of a longer term. At the time Gulf P act for a term ofyears an one by vandalism shall be handle shall be as specified by the Appli he Applicant discontinue this servitately become due and payable. Indition beyond the control of Gulf F tot constitute a breach of the cont	ures, equipment and material used in the construction, operation, perty of Gulf Power Company. The contract term as provided by F not less than three (3) years. Additional facilities required for Power Company begins to install any facilities applied for herein, ad thereafter from year to year until terminated by notice to either p led in accordance with the provisions of Rate Schedule "OS (Part I licant and the Company shall be held harmless in connection there vice before the expiration of the full term of contract all unpaid char . In the event the supply of electric current should be interrupted o Power Company, the service shall be restored within a reasonable tract nor shall Gulf Power Company be liable for damages by reasonable
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obstructions that may injure maintenance of said facilities Schedule "OS (PART I/II)" installation may constitute a application becomes a contra by the other. Anydamage do The location of said facilities or the use thereof. Should th for the full term shall immedi by reason of accident, or con and such interruption or failure. F GULF POWER COMPANY Application Taken	s shall remain at all times the prop shall be for an initial period of a longer term. At the time Gulf P act for a term ofyears an one by vandalism shall be handle shall be as specified by the Appli he Applicant discontinue this servi iately become due and payable. Idition beyond the control of Gulf F tot constitute a breach of the cont For street lights, lamps are locate	ures, equipment and material used in the construction, operation, perty of Gulf Power Company. The contract term as provided by F not less than three (3) years. Additional facilities required for Power Company begins to install any facilities applied for herein, ad thereafter from year to year until terminated by notice to either p led in accordance with the provisions of Rate Schedule "OS (Part licant and the Company shall be held harmless in connection there vice before the expiration of the full term of contract all unpaid char . In the event the supply of electric current should be interrupted o Power Company, the service shall be restored within a reasonable to tract nor shall Gulf Power Company be liable for damages by reasonable ed on MAP which is hereto appended and made a part hereof. CUSTOMER
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ISSUED BY:

Mark Crosswhite Tiffany Cohen

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	<u>(Ciosed 3</u>	<u>schedule</u>	Contractino. ——	
FACILITIES FURNISHED:				
Type Light	Lamp Wattage	No. of lights	Priceperlight	Total Amount/Mo.
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	Total Base M	lonthly Charged	\$	
*""** Base monthly chargedoes not include Natural Disaster Recovery Surcharge	Fuel Charge, Purchased Powe applicable taxes, or fees.	er Copacity Charge, Envir	onmental Charge, Energy C	onservation Char

EFFECTIVE: April 11, 2012

Section VII First Revised Sheet No. 7.16.2 Canceling Original Sheet No. 7.16.2

THIS PAGE IS RESERVED FOR FUTURE USE

ISSUED BY:

Mark Crosswhite

EFFECTIVE: April 11, 2012

Section No. VII Original Sheet No. 7.17

REPRESENTATIVE FORM OF CONTACT FOR GOVERNMENT-OWNED AND OPERATED-HOUSING PROJECT.

ELECTRIC CONTRACT BETWEEN

GULF POWER CONPANY AND THE HOUSING AUTHORITY OF THE CITY OF PENSACOLA

Form 6

THIS AGREEMENT, made and entered into this <u>23rd day of May</u>

1940, between Gulf Paver Company, a corporation organized and existing under and by virtue of the laws of the State of Maine, hereinnfter called the Utility, and the Housing Authority of the City of Pensacola, Florida, a public body organized under and by virtue of the Housing Authorities Law of the State of Florida, hereinafter called the Authority.

WITNESSETH:

WHEREAS, the Utility is engaged in the business of supplying electricity to custoners within the State of Florida and inter alia to customers within the City of Pensacola, and

WHEREAS, the Authority as authorized by the Housing Authorities Law has commenced the construction and renting of low-rent dwellings to relieve the serious lack of safe and sanitary dwelling accommodations for families of low incomes, to relieve uneoployment and to eliminate slum conditions through demolition or improvement of a similar number of dwellings, and the dwellings constructed shall be erected in that area of the City of Pensacola, which is bounded by "F" street on the east, by "I" street on the west, by Cervantes street on the south and by DeSoto street on the north, known as Attucks Court, FLA 6-2,

in connection with such project proposes to furnish electric cervice within such dwellings, and

WHEREAS, the Authority desires to purchase electricity for project lighting and power requirements and for refrigeration to supply the low-rent housing project designated and known as Attucks Court, FLA 6-2, and

WHEREAS, the Utility desires to supply the Authority with electricity to be used by the Authority and the Authority's tenants, and

WHEREAS, all of the parties to this contract have duly authorized its execution

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable considerations, the parties agree as follows:

- 1. Supply of Electrical Energy: The Utility shall, from the date of initial delivery to the expiration of this contract, supply the electrical requirements of the Authority and the Authority's tenants for project lighting and power requirements and for refrigeration,
- Determination of Date of Initial Delivery: The date initial delivery hereunder shall be the date on which the Utility first furnishes electricity to the Authority at the project site.
- 3. Notice to Uitlity to Commence Delivery: The Utility shall not be required to make such delivery until the Utility shall have received notice in writing 30 days prior to the date on which the Authority desires said service to commence.

- 4. Term of Contract: This contract shall become effective upon the exeution thereof, and shall continue in effect for five years; provided, however that all obligations of the parties hereto with regard to the rendition of service and payment therefor and to the computation of payment periods hereinafter referred to shall commence from the date of initial delivery as defined in Section2 hereof. Said contract shall continue from year to year after the term provided above unless either party shall give the other on hundred and twenty (120) days noticein writing, prior to any anniversary of the date of termination of the original five year term of the contract, of its intention to terminate said contract.
- 5. Type of Service: The electrical energy to be delivered by the Utility to the Authority shall be in form of primary energy, regulated 3 phase, alternating current, at approximately 60 cycles per second and approxiamately 2300/4000 volts. Energy will be furnished at one point of delivery and measured through one master meter at delivery voltage.
- 6. Utility's Service Lines: The Utility without expense to the Authority, shall provide, operate and maintain all facilities for supplying and metering electrical energy of the type of service as described in Section 5 hereof to the point of delivery as described in Section 11 hereof.
- 7. Rates: The Authority shall purchase and pay for electricity furnished by the Utility in accordance with Rate Schedule "GH" set forth in Exhibit "A: attached hereto and made a part hereof in its entirety.
- 8. Reading of Meters: The meters and metering equipment and instruments owned by the Utility shall be read monthly by a representative of the Utility and a representative of the Authority. The Utility and the Authority shall agree upon a date or dates upon which the meters shall be read for billing pruposes, and this date shall normally be the regular meter reading date of the Utility for the area in which said project is located.
- 9. Billing and Payment: The period of time elapsing between monthly readings shall constitue the monthly billing period. On or about the fifth day following mter readings for electrical service the Utility shall render a bill to the authority. Payment of said bill shall be made on or before the tenth day following the date of rendition, due allowance being made when the tenth day falls on Sunday or a legal holiday.
- 10. Penalties for Non-Payment: If any billis not paid within five (5) days after the tenth day following the date of rendition, it shall be considered in default, and the Utility may, at its opetion and without liability

Form 6

Section No.VII Original Sheet No. 7.19

Therefor, suspend service to the Authority fifteen (15) days after giving notice in writing of its intention to do so. But, such suspension of such supply of electricity for such cause, shall not discharge or acquit the Authority of its obligations, or any obligations, under this agreement, nor shall such suspension exclude the Utility from any remedy which it may have at law, or in equity, to enforce any of the provisions of this contract. The Utility shall have the right to discontinue service and the option of cancelling this agreement for non-payment of any bill when due, provided, however, said five days have elapsed, said written notice has been given and the time granted thereby has elapsed and said bill continues to remain unpaid. Discontinuing the service or cutting off the supply of electrical energy for any such cause shall, at the option of the Utility expressed in written notice mailed to the Authority's Post office address given in this agreement, terminate this agreement. The Utility shall have the right to remove its meters and other property whenever the service shall, for any cause, be discontinued.

II. Point of Delivery: The of delivery of electrical energy hereunder shall be located on or near the project site at a location defined as follows:

ATTUCKS COURT: At the outgoing side of the metering equipment of the utility on pole located at northeast corner of "F" and Strong Streets.

12. Method of Metering: All electricl energy supplied hereunder shall be measured in such a manner that the maximum demand in kilowatts may be ascertained by instruments suitable for the purpose, and the actual energy in kilowatthours supplied during any billing period shall be as certained by a standard watthour meter. All necessary metering equipment shall be funished, installed and maintained by the Utility.

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Accuracy of Meters: The meters used in determining the amount of electricity supplied hereunder shall, by comparison with accurate standards, be tested and calibrated by the Utility at inervals of not to exceed twelve months. If an meter shall be found inaccurate or incorrect, it shall be restored to an accurate condition or a new meter shall be substituted by the Utility. The Authority shall have the right to request that a special meter test be made at any time. If any test made at the Authority's request discloses that the meter tested is registering correctly, or within 2% of normal, Authority shall bear the expense of such test. The expense of all other test shall be borne by the Utility. The results of all such tests and calibrations shll be open to examination by the Authority and a report of every test shall be furnished immediately to the Authority. If the meter is tested and found to be not more than 2% above or below normal it shall be considered to be correct of any such test said meter is round to register a variation in excess of 2% from normal, correction shall be made in the billing, but no such correction shall extend byond ninety (90) days previous to the day on which inaccuracy is discovered by test. The correction should be based on the assumption that the consumption was the same as for the most nearly comparable periods of like operation (to be agreed upon by the parties hereto) during which service was correctly metered.

- 13. Distribution System: The Authority shall furnish, construct, own and operates the complete and enire secondary electrical distribution system from the point of delivery as is necessary and / or advisable for the proper utilization of the electrical energy purchased hereunder.
- 14. Resale and Check Metering: No portion of the electricity supplied hereunder shall be resold, except that the Authority may distribute electricity to the tenants of its project as an incident of tenancy, the cost of same to be included in the tnant's rent. The determine the amount of electricity to be included in the rent the Authority will establish an average estimated consumption per month for each tenant in the project. Nothing contained herein shall be interpreted to preclude the Authority form using individual check (watthour) meters, or the readings therefrom, for the purpose of checking upon the consumption of electricity used by its tenants in order to employed these data for statistical and research purposes, to prevent wasteful and extravagant use of said electricity and in order to take steps as the Authority deems advisable, either by adjustment in the cost between the amount used by the tenant and the amount allowed as an incident of tenancy or by any other appropriate method, to prevent wasteful and extravagant use of said electricity.

Section No. VII Original Sheet No. 7.20

15 .Rights of Utilit y: 16

17(a) The Authority hereby grants to the Utility at all reasonable hours by its duly authorized agents filld employees the free right of ingress to and egress from the premises of the Authority for the purpose of inspecting, repairins, replacing or removing the property of the Utility, of reading meters, or of performing any work. incidental to the supplying of all service hereby contracted for.

19(b) The Utility shell have the right to contract with and render electrical service to individual commercial customers on the project, but no such contract shall be entered into 'Without the approval of the Authority in writing.

20-

2117 . <u>Annexation of Property of Utility</u>: Any and all equipment, apparatus and devices necessary to – fulfill Utility's obligation hereunder place or crected by the Utility on or in property – of the Authority – shall be and remain the property of the Utility regardles of the mode or manner – of its annexation or – attacment to real property of the Authority.

<u>22</u>

2318. <u>Liability</u>: The electricity supplied under this contract is supplied upon the express condition that after it passes the meter equiprrtent of the Utility, it becomes the property of the Authority. The Utility shall not be liable for loss or damage to any person or property whatsoever resulting directly or

indirectly from the use or misuse or presence of electricity on the Authority's premises after it passessaid metering equipment except where such loss or damage shall be shown to have been occasioned by negligence of the Utility, its agents, servants or employees.

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2519 .Impossibility of Performance: The Utility shall use all reasonable diligence in providing a constant and uninterrupted supply of electrical energy, but the Utility shall not be liable to the Authority be liable to the Utility hereunder by reason of failure of the Utility to deliver or the Authority to receive electricity as the resulty of the public enemy, or other acts beyond the control of the party affected; it being the intention or other acts beyond the control of the party affected; it being the intention of each party to relieve the other of the obligation to supply electricity or to receive and pay for electricity when as a result of any of the above mentioned causes, either party may be unable to deliver or use in whole or in part the electricity herein contracte to be delivered and received. Both parties shall be prompt and diligent in removing and overcoming the utility to refuse to deliver or the Authority to refuse to receive electricity after the cause of interruption, but nothing herein contained shall be construed as permitting the Utility to refuse to deliver or the Authority to refuse to receive electricity after the cause of interruption has been removed. In case of impaired or defective service, the Authority shall immediately give notice to the nearest office of the Utility by telephone or otherwise, confirming such notice in

writing as soon thereafter as possible. 26— 27 Form 6

Section 10 VII Original Sheet No. 7.21

20. <u>Apparatus Used by Authority:</u> Authority agrees that all apparatus used by it in connection with the electrical energy to be supplied hereunder shall be of standard make, purched from some reputable manufacture and having a power factor of eighty percent (80%) or better, and efficiency as high as obtainable at the time of purchase and satisfactory to the Company. All apparatus of Authority shall be so constructed, operated and maintained by it as to preserve its physical condition, jpower factor and efficiency, and so that it will not affect the regulation or power factor of circuits of the Uitility to such an extent as to interfere with the satisfactory service to other customers on the system. The Authority further agrees that it will operate all of its apparatus in such manner as to obtain an average power factor on its total load of eighty percent (80%) of unity or better, and that factor corrective apparatus cannot be so operated, it agrees to install such power factor corrective apparatus as may be necessary to bring the average power factor on its electric apparatus up to an average of eighty percent (80%) of unity or better

21. <u>Previous Contracts Superseded:</u> This agreement supersedes all previous contracts representations, either written or verbal, heretofore in effect by the Utility and the Authority with respect to matters herein contained, and constitutes the sole contract by the parties hereto concerning these matters.

<u>Designees of Contracting Parties:</u> The Authority has by resolution designated Housing Manager (White) as the duly authorized respresentative responsible for the operation and supervison of said low-rent housing project known and designated as Attucks Court, FLA 6-2, with whom the Utility may deal.

The Utility has designate its Pensacola local Manager as the duly authorized representative with whom the Authority may deal on any matter arising under the terms of this contract.

Either party will promptly notify the other in writing whenever there may be a change in suchdesigree.

<u>Required Notices to Be In Writing:</u> Any notice required or authorized to be given hereunder except the notice set out in Section 19 shall be given in writing by either party, addressed to the authorized respresentative of the other and mailed in the ordinary course of business to the last known address of said other party.

This contract shall be binding upon the successors, or legal assigns of either of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed in triplicate by their duly authorized officers the duly and year first above written.

THE HOUSING AUTHORITY OF THE CITY OF PENSACOLA, FLORIDA

By/s/ N. s. Veal Chairrman

Attest:

/s/ThomasA.Johnson

Secretary

GULF POWER COMPANY

By <u>k/L.C.Parks</u> Vice President

Attest:

<u>-/s/w.Grant</u> Secretary

Form 6

Section No. VII Second-<u>Third</u> Revised Sheet No. 7.23 Canceling <u>SecondFirst</u> Revised Sheet No.7.23

FACILITIES RENTAL SERVICE AGREEMENT

This	Agreement,	made th	is	_ day	of			_,	, by	y and
between					(he	ereinafter	called	the Cust	omer)	located
at						in Florio	da and	Florida F	ower 8	& Light
Company,	a corporation,	organized	and existing	g under	the lay	ws of the	State	of Florida	(here	einafter
called the	Company).									

WITNESSETH

WHEREAS, the Customer has requested to rent from the Company certain electric facilities described in the document attached and made a part of this Agreement hereinafter referred to as the "facilities located at _______and, used for the purpose of

WHEREAS, the Company is willing to rent such facilities upon the terms and conditions specified herein,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Company will provide, install or otherwise make available, own, operate and maintain the facilities described in this Agreement.

2. The Customer shall pay to the Company, as consideration for furnishing the facilities, a charge in accordance with the Com pany's Contract Provisions - Various (Facilities Rental Service) in its Electric Tariff and any successor or substitute schedule, as changed, modified, or supplemented from time to time by a legal effective filing of the Company with or by order of the Florida Public Service Commission.

3. The in-place value of rental facilities will be based upon the agreed replacement cost of the facilities. However, when the in-place value has been previously established in an existing Rental Agreement, the in-place value of this Agreement will be based on that previously determined value, subject to the terms and conditions in Paragraph 6.

4. The in-place value of the facilities is \$______. The in-place value of this Agreement may change from time to tim e in accordance with the provisions in Paragraph 6. The Monthly Rental Fee and the Monthly Maintenance Payment below are based upon the rates in effect at the time of this agreement. These charges are subject to change and adjustment pursuant to GULF's rate schedule or any successive Facilities Rental Services contained on GULF's tariff sheet number 1.010 as approved by the Florida Public Service Commission. The Customer has elected to pay for these facilities in this Agreement by either paying:

а.	Monthly Rental Fee of §	and Monthly Maintenance Payment of \$
		or
b.	Lump Sum Rental Payment of §	and Lump Sum Maintenance Payment of \$
		or

c. Lump Sum Rental Payment of \$_____and Monthly Maintenance Payment of \$_____

ISSUED BY: Tiffany Cohen

EFFECTIVE:

Section VII Original Sheet No. 7.23.1

5. The term of this Agreement shall be:

Five (5) years from the service date, and the term shall continue thereafter to be in effect from month to month until terminated by either party upon ninety (90) days written notice.

Any addition to existing facilities, as provided in Paragraph 6, may require a new term of five years based on the changes in the facilities' in-place value.

- 6. Valuation of changes in facilities shall be as follows:
- a. When mutually agreed upon, additional facilities may be installed, and the in-place value in Paragraph 4 increased by the installed cost of the additional facilities.
- b.
 When mutually agreed upon, a portion of the existing facilities may be removed and the in-place value in Paragraph

 4 shall be adjusted to reflect such changes. For Customers paying a monthly rental fee, the Company may require a contribution by the Customer to compensate for the undepreciated portion of the facilities to be removed, less salvage, plus removal costs. This option is available only for Customers paying a monthly rental fee.
- c. When requested by the Customer, and when mutually agreed upon, existing facilities may be modified by the Company. The in-place value in Paragraph 4 will be adjusted in accordance with the procedures stated in 6a and 6b above.
 - d. When facilities are replaced due to mechanical and/or electrical failure, the in-place value in Paragraph 4 will be increased by the installed cost of the replacement facilities and reduced by the previously established in-place value of the replaced facilities.
 - e. When facilities are replaced or modified at the Company's option and not as provided in Paragraphs 6 a. through 6 d. for Customers paying either a monthly rental fee or a lump sum, no change in the in-place value will be made.
- f.
 In those instances, where upon mutual agreement between the Company and the Customer, when the

 Customer is transferring from a monthly rental to a lump sum, the in-place valuation of the facilities may

 be adjusted to reflect the undepreciated value of the facilities.
- <u>7.</u> This Agreement may be assigned only with the prior written consent of the Company.
- 8. On the termination of this Agreement, and in the event that the Customer fails to make rental payments in a timely fashion then and in each of those events, at the option of the Company, the Facilities may be removed as soon as practicable by the Company. Customer agrees to pay all costs of collecting any amounts due under this agreement, including Company's reasonable attorney's fee if amounts are not paid when due.
- 9. Should the Customer fail to keep and perform any of the agreements and conditions of this Agreement, or should an execution or attachment be levied upon rental facility, or should the Customer execute an assignment for the benefit of oreditors or file a voluntary petition in bankruptcy, or should an order for relief be entered in an involuntary bankruptcy filed against Customer, or should proceedings for the appointment of a receiver be commenced in any Court against the Customer, then the Company may without any previous notice or demand terminate this Agreement and take possession of and remove rental facility without any liability whatever to the Customer, and for that purpose may enter upon any premises where rental facility is located; but no such termination of this Agreement shall relieve the Customer from liability for damages for the breach of any of the covenants and conditions herein contained. The Customer agrees to protect the Company, its agents and representatives, against all claims for damages for any trespass that may be committed in recovering rental facility. If this Agreement is terminated by Customer, 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, Customer shall promptly pay Company 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.
- 10. It is further understood and agreed that nothing herein contained shall vest any title, legal or equitable, in rental facility in the Customer. And it is understood that the fixing of rental facility to the premise of the Customer shall not change or affect its character as the personal property of Customer nor relieve the rental facility from the conditions and provisions of this Agreement.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

Section VII Original Sheet No. 7.23.2

(Print or Type Name)

Title:_____

- 11. The Company agrees to maintain rental facility in good operating condition during the term of this Agreement. The Customer agrees to indemnify the Company against any damage to rental facility resulting from any willful misuse of the same by the Customer or from its negligence. The Customer further agrees that it will use reasonable diligence to protect rental facility from any damage.
- This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between 12. the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Agreement constitutes the entire Agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed in triplicate the day and year first above written.

Charges and Terms Accepted:

LESSEE

GULF POWER COMPANY

GULF POWER COMPANY

(Print or Type Name) By:

By: _____

Title:_____

Date:_____ Date:____

ISSUED BY: Tiffany Cohen

EFFECTIVE:

Section No. VII Sixth Revised Sheet No. 7.24 Canceling Fifth Revised Sheet No. 7.24

EOUIPMENT RENTAL LEASE AND

MAINTENANCE AGREEMENT

FORM 7

THIS AGREEMENT, made this day of , 20 between GULF POWER COMPANY, a Florida corporation, hereinafter called the Lessor, and_____ hereinaftercalled the Lessee

WITNESSETH:

WHEREAS, the Lessee desires to lease from the Lessor the equipment hereinafter described; and WHEREAS, the Lessor

is willing to lease such equipment upon the terms and conditions specified herein;

IT IS NOW, THEREFORE, agreed between the parties as follows:

1. The Lessor does hereby lease unto the Lessee, subject to the terms and conditions of this contract, the following described personal property, to wit:

The term of this lease shall begin on the ______ day of _____, 20 ____ and shall be in full-2 force and effect thereafter for a period of ______ years (the "Initial Term"), and shall thereafter continue in fullforce and effect for successive periods of _____years each (collectively, the "Term"); provided that either party may terminate this lease by giving the other party written notice of termination not less than _____(____) days prior to the end of the Initial Term or any successive term, as the case may be.

3. For the use of rental facility herein described during the Initial Term, the Lessee agrees to pay to the Lessor rent of \$_____per annum, payable in_____installments of \$_____, the first installment being due and payable on the _____day of _____, 20____, and the other installments being due and payable on the day of each month thereafter until all installments have been paid in full. In lieu of making monthly payments during the Initial Term Lessee may, with the consent of Lessor, make a lump sum payment of \$. In the event that

the lease

extends beyond the Initial Term, Lessee shall make monthly payments of \$ until the lease is terminated in accordance with paragraph 2 above. Lessee hereby waives all exemptions under the constitution and the laws of the State of Florida or any other State as to personal property and agrees to pay all costs of collecting any such amounts, including a reasonable attorney's fee if said amounts are not paid when due. Concurrently with each rent payment, Lessee shall pay to Lessor an amount equal to all sales and use tax applicable to such rent payment.

4. The Lessee agrees to keep the property hereby leased upon the premises of the Lessee described as follows: and shall not remove the same during the Term without first obtaining the written consent of the Lessor, and at the expiration thereof, of other sooner termination of this lease, the Lessee shall return the said property to the Lessor at

_____or to any other place within equal distance which may be designated by the Lessor, in like good order as the same now is, natural wear and tear excepted. Rental facility shall always be open to inspection to the Lessor, or its agents, at any time during the terms of this lease.

ISSUED BY: S. W. Connally, Jr. Tiffany Cohen EFFECTIVE: July 1, 2017

Section No. VII
Sixth Revised Sheet No. 7.24
Canceling Fifth Revised Sheet No. 7.24

GULF POWER COMPANY

AGREEMENT FOR UNDERGROUND ELECTRIC CONSTRUCTION BY THE UTILITY Form 8

THIS AGREEMENT made and entered into this _____day of _____, 20____, by and between GULF POWER COMPANY, hereinafter called the Utility, and

detailed description of the property where the facilities will be constructed or installed.

WITNESSETH THAT:

WHEREAS, the Utility owns and operates an electric distribution system in County, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or all of which the Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, the Applicant has requested the Utility to supply and install all primary, secondary, and service trench, duct, and cable for the purpose of supplying electric service to the improvements to be located on the property described on Exhibit "A"; and

WHEREAS, the Utility desires to cooperate with the Applicant and to install the underground distribution system;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. Upon compliance by Applicant with all of the provisions of this Agreement in a manner acceptable to the Utility, the Utility shall install, own and maintain the necessary facilities for providing underground electric service to the improvements located on that portion of the property as shown on Exhibit "C" (construction drawing) attached. At no time shall the Utility be required by the Applicant, its successors or assigns to furnish other than single phase service through these facilities except as otherwise shown on Exhibit "C" and at a cost to the Applicant as specifically described in Exhibit "C".

2. The Applicant agrees to prepare an orderly plan for the location of all utility lines and equipment to be installed and to cause all utility companies and contractors involved to install their lines and equipment in the locations specified in said plan.

3. The Applicant agrees to cause to be conveyed to the Utility, without cost, all easements, including rights of ingress and egress, necessary or convenient to the Utility or required by it for the purpose of constructing, operating, maintaining, and removing said underground electrical distribution lines and other necessary equipment.

4. The Applicant shall remove or cause to be removed, at his expense, from the Utility easement or route of trench line, whether in a street, alley or otherwise, all trees, stumps or any other obstructions and shall not hard surface street, parking areas, courts, walkways, or other areas on the trench line route until the necessary ducts have been installed by the Utility. The Applicant shall locate and mark all property and/or lot corners and establish finish grade along the route of construction of the underground distribution system. The Applicant agrees to reimburse the Utility for the costs of facilities found to be installed at the wrong location or grade due to Applicant requested changes in property lines, easement, grade, and/or errors in staking or trenching.

5. The service entrance facilities for the improvements shall in all respects conform to the requirements of all applicable codes, the Rules and Regulations of the Utility, and the terms of this Agreement. The Applicant and his successors in interest will provide the service entrance facilities in accordance with Exhibit "B" (appropriate distribution standard specification).

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

Section No. VII Second Revised Sheet No. 7.24.1 Canceling First Revised Sheet No. 7.24.1

6. Applicant agrees to include in all conveyances of the property described in Exhibit "A", or subdivision of that property, a covenant running with the property and inuring to the benefit of the Utility that requires all electric service to that property to be underground electric service, and that no electric service shall be overhead, except where the Utility determines it is necessary based on its sole discretion. This covenant shall bind the Applicant, its successors and assigns as set forth in paragraph 11.

7. The Utility agrees that it will provide underground electric service in accordance with Exhibit "C" upon application for service by an owner or occupant and no such owner or occupant shall be provided electric service other than underground. Said service will be provided by the Utility under applicable Rate Schedules and its Rules and Regulations as filed with the Florida Public Service Commission.

8. The rights of Owners and occupants and of the public, in and to the streets, alleys, parks, and public ways encompassed within the perimeter of Exhibit "G" shall be subject to a paramount right of the Utility to utilize same for construction, repair, maintenance, and operation of an underground electrical distribution system; and no owner or occupant shall so use or occupy his property as to obstruct or interfere with the construction, repair, maintenance or operation of said electric distribution system.

9. The Applicant agrees to pay to the Utility the difference between the estimated cost of the underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities, which difference is and which has this day been paid by the Applicant to the Utility.

10. Nothing in this Agreement shall be construed or have the effect of vesting in the Applicant any right, title or interest in or to any underground distribution facilities, all of which shall be and remain the exclusive property of the Utility.

11. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Utility but shall not be assignable by the Applicant except with the written consent of the Utility first had and obtained; provided, however, that this prohibition shall not be construed to prevent the Applicant from conveying any portion of the property in the Development shown on Exhibit "A" if such conveyance is made in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed in four counterparts as of the day and year first above written.

APPLICANT	GULF POWER COMPANY
By:	By:
(Print or Type Name)	(Print or Type Name)
Title:	Title:
Date:	Date:
Correspondence with the Applicant should be addressed	d to:
NAME:	
FIRM:	
ADDRESS:	
CITY:STATE:	ZIP GODE:
ISSUED BY: Mark Crosswhite	EFFECTIVE: April 11, 2012

Section No. VII Second Revised Sheet No. 7.25 Canceling First Revised Sheet No. 7.25

GULF POWER COMPANY

AGREEMENT FOR UNDERGROUND CONSTRUCTION STANDARDS

This AGREEMENT made and entered into this Day _____, 20_____ by GULF POWER COMPANY, hereinafter called the Utility, and _______, hereinafter called the Applicant, sets forth the

standards and conditions which will apply to the construction, installation, repair, and ownership of the underground facilities to be located at

_____Exhibit "A" hereto, contains a detailed description of the property where the facilities will be constructed or installed by the applicant.

WITNESSETH THAT:

WHEREAS, the Utility owns and operates an electric distribution system in ______ County, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or all of which the Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, the Applicant wishes to have the electrical service supplying electricity to the improvements on the above described property be installed underground; and

WHEREAS, the Applicant wishes to construct a portion of the underground electrical distribution facilities for the purpose of supplying electric service to the improvements to be located on the above described property in lieu of having the Utility construct all of the underground distribution facilities on the above described property;

WHEREAS, the Utility would normally construct and install all of the underground electric distribution facilities at the above described location, the Utility pursuant to this agreement will take ownership of facilities constructed and installed by the Applicant pursuant to this agreement, where those facilities comply with the provisions of the agreement reached between the above named parties; and

Section No. VII Fifth Revised Sheet No. 7.26 Canceling Fourth Revised Sheet No. 7.26

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. The Utility hereby agrees to permit the Applicant to construct and install all or a portion of the underground distribution facilities described herein below at the above location provided:

a) such work meets the Utility's construction standards, as set forth below:

 Conduit to be placed in any Utility underground distribution system must meet the specifications set forth in Exhibit "D" (appropriate distribution standard specification). Conduit shall be installed in the locations specified in Exhibit "C" (construction drawing);

(2) Primary and secondary conduit must be buried with 30" of cover or at a depth that meets applicable codes and is satisfactory to the utility and the applicant;

 (3) The connection between the meter enclosure and the underground service entrance shall be in accordance with Exhibit "B"
 (appropriate distribution standard specification);

(4) Where the applicant installs the conduit, the applicant must install a tracer wire in the trench with the conduit as specified in Exhibit "E";

(5) When the Utility supplies the conduit to the Applicant, the Utility shall take ownership of that conduit at the time it is installed by the Applicant and all other provisions of this agreement have been satisfied. When the Applicant supplies and installs the conduit, the Utility shall take ownership of that conduit at the time the cable has been installed in the conduit by the Utility and all other provisions of this agreement have been satisfied. Until such time that the Utility takes ownership of the conduit, the Applicant, or Contractor acting for the Applicant, shall be responsible for accessing and repairing the conduit;

(6) After which time the Utility takes ownership of the conduit, the Utility shall be responsible for accessing, in a reasonable manner, and repairing the conduit and cable. The Applicant's

Section No. VII Second Revised Sheet No. 7.26.1 Canceling First Revised Sheet No. 7.26.1

aforementioned duty includes, but is not limited to, repairs necessitated by the Utility accessing and repairing conduit or cable and specificallyincludes all repairs made necessary as a result of placement of conduit beneath a roadway. The Applicant will have no right, title or interest inor to the completed distribution facilities;

(7) The Utility reserves the right to verify, prior to taking ownership of the conduit system, that the duct system is installed as specified in the plan provided by the Utility under section 4, below. The Utility may exercise, at any time, its right to inspect and verify any Applicant provided facility, and any such inspection or verification shall not be deemed an approval of any Applicant provided facility or a waiver by the Utility of any right to enforce strict compliance with the terms and conditions of this agreement;

(b) that in the Utility's sole discretion such Agreement is not expected to cause the general body of ratepayers to incur greater costs;

(c) the Applicant agrees to pay Gulf Power Company's current applicable Engineering and Supervision rate associated with the estimate of work to be performed by the Applicant. This amount represents the cost of Gulf's engineering time to review and inspect the Applicant's work.

(d) the Applicant agrees to correct, to the satisfaction of the Utility, any deficiencies found by the Utility prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to Utility's distribution system. Deficiencies must be corrected in a timely manner or the Utility shall construct the system improvement using overhead facilities and the Applicant will have to pay the cost of such improvement and the cost of its removal before the corrected underground facilities will be connected;

2. Upon compliance by Applicant with all of the provisions of this Agreement in a manner acceptable to the Utility, the Utility shall own and maintain the necessary facilities for providing underground electric service to the property as shown on Exhibit "C" hereto. At no time shall the Utility be required by the Applicant, its successors or assigns to furnish other than single phase service through these facilities, except as otherwise shown on Exhibit "C" and paid for in advance by the Applicant. The Applicant agrees to reimburse the Utility for the costs of facilities found to be installed at the wrong location or grade due to Applicant requested changes in property lines, easement, grade, and/or errors in staking or trenching.

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

Section No. VII Second Revised Sheet No. 7.26.2 Canceling First Revised Sheet No. 7.26.2

3. By this agreement, the Applicant agrees to adhere to and meet the provisions set forth in Gulf Power Company's Tariff for Retail Electric Service, Section 6.2.6, under Ownership of Underground Facilities. A copy of said tariff is attached hereto.

4. The Applicant agrees to follow the distribution plan prepared by the Utility, and attached hereto as Exhibit "C", showing the location of all facilities to be constructed or installed pursuant to this agreement, and agrees to cause all of its contractors and employeesto follow such plan. Applicant agrees that any work performed by the Applicant or its contractor shall be in accordance with National Electrical Safety Code (NESC) and local building and safety codes. Applicant agrees that all persons performing work will be licensed by appropriate authorities and will obtain necessary permits.

5. Applicant hereby expressly agrees that the Utility shall in no way be liable or responsible for any accident or damage, to persons or property, which may occur as a result or in any way connected to the Applicant, its employees or contractors installing and constructing the facilities that are the subject of this agreement. The Applicant hereby agreesto indemnify and hold harmless the Utility against any and all liability, loss, cost, damage, orany expense connected therewith, including a reasonable attorney's fee incurred in the defenseof any type of court action related thereto, which may accrue to the Utility by reason of negligence, default, misconduct or strict liability of the Applicant, its employees or contractors in the installation and construction of the facilities described in this agreement. Applicant is not a contractor, subcontractor or employee of the Utility, and performs the installation and construction of the facilities described herein as an entity completely separate and apart from the Utility.

6. The Applicant agrees to cause to be conveyed to the Utility, without cost, all easements, including rights of ingress and egress, necessary or convenient to the Utility or required by it for the purpose of operating, maintaining, and removing said underground electrical distribution lines and other necessary equipment.

7. Applicant agrees to include in all conveyances of the property described in Exhibit "A", or subdivision of that property, a covenant running with the property and inuringto the benefit of the Utility that requires all electric service to that property to be undergroundelectric service, and that no electric service shall be overhead, except where the Utility determines it is necessary based on its sole discretion. This covenant shall bind the Applicant, its successors and assigns as set forth in paragraph 9. The Utility agrees to provide underground electric service in accordance with Exhibit "C" upon application for service by an owner or occupant and no such owner or occupant shall be provided electric service otherthan underground. Said electric service will be provided by the Utility under applicable RateSchedules and its Rules and Regulations as filed with the Florida Public Service Commission.

Section No. VII First Second Revised Sheet No. 7.26.3 Canceling FirstOriginal Sheet No. 7.26.3

8. The rights of owners and occupants and of the public, in and to the streets, alleys, parks and public ways encompassed within the perimeter of Exhibit "C" shall be subject to aparamount right of the Utility to utilize the same for construction, repair, maintenance and operation of an underground electrical distribution system; and no owner or occupant shall so use or occupy his property as to obstruct or interfere with the construction, repair, maintenance or operation of said electric distribution system.

The Applicant agrees to pay to the Utility the difference between the estimated cost of the 9. underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities and applicable non-typical charges as set forth in Gulf Power Company's Tariff for Retail Electric Service, Section IV, Part 6PART VI. This difference is \$ and has this day been paid by the Applicant to the Utility. The foregoing differential will take into account the cost of the underground facilities constructed and installed by the Applicant.

10. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Utility but shall not be assignable by the Applicant except with the written consent of the Utility first had and obtained; provided, however, that this prohibition shall not be construed to prevent the Applicant

from conveying any portion of the property in the Development shown on Exhibit Aif such conveyance is made in accordance with the terms of this instrument.

April 11, 2012

	⁻ , the parties hereto have caused this instrument to be rparts as of the day and year first above written.
APPLICANT	GULF POWER COMPANY
Ву:	By:
(Print or Type Name)	(Print or Type
Title:	Title:
Date:	
CITY:	STATE:ZIP CODE:

ND SERVICE IN AN OVERHEAD AREA							
GULF POWERCOMPANY APPLICATION FOR UNDERGROUND SERVICE IN AN OVERHEAD AREA Form 10							
DATE							
derground electric service from overhead facilities as shown sets to pay the Company \$ the bund service and the overhead service that would otherwise provided an overhead service to the Applicant's point o plus the cost of removal and the estimated remaining ne estimated net salvage value of the facilities to be removed.							
s as shown on Exhibit "B" that conform to the requirements e Company.							
nstall the conduit and cable from the Company's overhead lit may be given for trench, backfill and Company-approved							
the Applicant's expense, all trees, stumps, or any othe nch line prior to installation of the underground service. The landscaping replacement, and repair to any sidewalks ce work is completed) that may be damaged in any way as dscaping performed by the icant. The Applicant will provide for a timely and orderly d will be responsible for the location of all privately owned construction begins.							
o be conveyed to the Company, without cost, all easements venient to the Company or required by it for the purpose o d underground electrical distribution facilities and othe							
effect of vesting in the Applicant any right, title or interest in nall be and remain the property of Gulf Power Company.							
egal assigns of either of the parties hereto.							
GULF POWER COMPANY							
By:							
(Print or Type Name)							
Title: Date:							

Section No. VII First Revised Sheet No. 7.28 Canceling Original Sheet No. 7.28

Reserved For Future Use

ISSUED BY: Mark Crosswhite EFFECTIVE: April 11, 2012

SectionVII FirstRevised Sheet No. 7.29 Canceling Sheet No.7.29

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED GENERATION

SEE SHEET NO.9.33

ISSUED BY: D.L.Mccrary

Section No.VII
First Revised Sheet No. 7.30 Canceling
Original Sheet No. 7.30

STANDBY SERVICE AGREEMENT

This agreeme	ent made this	day of	, 2	0	by and		
between Gulf Power Company, a corporation organized and existing under the laws of the State of Florida							
and engaged in the generation, transmission, and distribution of electric							
power, its successors and assigns (hereafter called "the Company" or "Company")and —————, its successors and assigns							
located at							
		(hereafter called "	he Customer" or "Cust	omer")			
WHEREAS, the Customer has executed a Contract for Electric Power, and							
WHEREAS, the Customer has electrical generation capacity capable of							
providing at least a portion of the Customer's electrical requirements, and							
	WHEREAS, the	Customer has requested	, or is required, to take	Standb	y Service which		
consists of either Back-up electric service, or Maintenance electric service, or both, and							
	WHEREAS, the	Customer's total electrical	requirements are, and fo	or the du	ration of this		
contract will be, satisfied by the Customer's generation and the Customer'spurchases from the Company,							
which purcha	ses may include Sta	ndby Service and otherty	oes of electric service wh	nich the	Company may		
provide.							

ISSUED BY: Susan Story EFFECTIVE: December 6, 2005

Section VII Original Sheet No.7.31

Now therefore, for and in consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

FIRST: This agreement is in addition to and supplements the Standard Form of Contract for Electric Power and the Stand by Service Interconnection Agreement executed by and between the parties contemporaneous herewith.

SECOND: During the term of ______years beginning the day of _______, and continuing thereafter until terminated by mutual agreement or at least twenty-four (24) months prior written notice by either par ty to the other of its intention to terminate this agreement, the Company shall maintain sufficient electrical capacity and equipment to enable it to deliver to the Customer Stand by service power in the form of three (3) phase alternating current at a frequency of approximately sixty (60) Hertz and at approximately volts.

THIRD: The amount of Stand by service Capacity (BC)

required to be maintained by the Company is _____

kilowatts (KW). The Company is under no obligation to provide Stand by Service Capacity in an amount greater than the net effective capability of the Customer's generation capacity. In the event of a bona fide change in the customer's standby requirements, the Standby Service Capacity (BC) foe the future may be changed accordingly by mutual agreement. Any such change in Standby Service Capacity (BC) will not effect the duration of this contract except by mutual agreement of the parties.

ISSUED BY: Susan Story

EFFECTIVE: December 6, 2005

Section VII Original Sheet No. 7.32

FOURTH: The Customer will pay the Company for Standby Service in accordance with the charges, provisions, terms, and conditions of the Company's Rate Schedule SS, Standby Service, and abide by all applicable requirements of such rate schedule. A copy of the Company's presently approved Rate Schedule SS is attached hereto as Exhibit "A" and made a part hereof. To the extent any charge, provision, term, or condition is added to, modified within, or deleted from Rate Schedule SS and the same is approved by the Florida Public Service Commission, such addition, modification, or deletion shall thereafter apply and govern the dealings between the Company and the Customer as if the same were contained in the present Rate Schedule SS.

FIFTH: The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand (KW) and energy (KWH) supplied by the Company, and (2) the gross demand (KW) and energy (KWH) output of the Customer's generation equipment. The Company shall install, operate, and maintain all metering equipment described above. The Customer shall pay for all necessary costs incur red by the Company in performing such installation. operation, and maintenance of all metering equipment described above. The Company shall retain owner ship of all metering equipment.

ISSUED BY: Susan Story

EFFECTIVE: December 6, 2005

Section VII Original Sheet No. 7.33

The customer shall allow the Company free access and entry to the Customer's proper ty and premises for the purpose of reading meters, making inspection of and repairs to Company proper ty, and for testing the volume and character of electric energy consumption.

SIXTH: All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the par ties designated below. The par ties designate the following to be notified or to whom payment shall be sent until such time as either par ty furnished the other par ty written instructions to contact another individual.

FOR CUSTOMER:

FOR COMPANY:

SEVENTH: This agreement supersedes all previous agreements and representations either written or verbal hereto fore made between the Company and the Customer with respect to matters herein contained. This agreement shall not be assigned by the Customer without the written consent of the Company.

ISSUED BY: Susan Story

EFFECTIVE: December 6, 2005

		Section No. VII First Revised Sheet No. 7.34 Canceling Original Sheet No. 7.34
IN WITNESS WHEREOF, the part of the state of	parties hereto ha	ave executed this Agreement the day
APPLICANT By:		OWER COMPANY
(Print or Type Name)		(Print or Type Name)
Title:	Title:	
Date:	Date:	
ISSUED BY: Mark Crosswhite	FFFF	CTIVE: April 11, 2012

STANDBY SERVICE INTERCONNECTION AGREEMENT

Gulf Power Company ("Gulf" or "the Company") agrees to inter connect with (the "Facility"), a self-generating customer (SGC) located ______

at

_____within the Company's service territory.

Such interconnect ion is f or the purpose of providing Stand by Service to the SGC and is subject to the following provisions.

(1) <u>Construction</u>

The SGC shall provide the Company with written instructions to proceed with construction of the interconnect ion facilities as described in this Agreement at least 24 months prior to the date on which the facilities shall be completed. The Company agrees to complete the interconnect ion facilities as described in this Agreement within 24 months of receipt of written instructions to proceed.

Upon the par ties agreement as to the appropriate interconnection design requirements, and receipt of written instructions to proceed from the SGC, the Company shall design and perform or cause to be performed all of the work necessary to interconnect the Facility with the Company's system.

In the event the SGC notifies the company in writing to cease interconnection work before its completion, the SGC shall be obligated to reimburse the Company for the interconnection costs urred up to the date such notation received.

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Section VII First Revised Sheet No. 7.36 Canceling Original Sheet No. 7.36

(2) Technical Requirements and Operations

The parties agree that the SGC's interconnection with the Company's system must be accomplished in accordance with the provisions of Exhibit A attached hereto and made a part of this Agreement entitled "General Standards for Safety and Interconnection" containing the provisions in Rule 25-17. 087 (6)- (9) F.A.C., adopted by the FPSC in Order No. 23623, Docket No. 891049-EU. Prior to initial synchronization with the Company's system, the SGC must obtain written consent from the Company to operate electr generating equipment in parallel with the Company's electric system. The SGC agrees to require that the Facility operator immediately notifies the Company's System Dispatcher by telephone in the event hazardous of unsafe conditions associated with the parties' parallel operations are discovered. If such conditions are detected by the Company, then the Company will likewise immediately contact the operator of the Facility by telephone. Each party agrees to immediately take all appropriate corrective actions necessary to correct the hazardous or unsafe conditions.

To the extent the Company reasonably determines the same to be necessary to ensure the same operation of the Facility or to protect the grity of the Company's system, the SGC agrees to reduce power generation or take other appropriate actions upon request of the Company.

EFFECTIVE: May 22, 1992

GULF POWER COMPANY

Section VII First Revised Sheet No. 7.37 Canceling Original Sheet No. 7.37

(3) <u>Site Access</u>

In order to help ensure the continuous, safe, reliable, and compatible operation of the Facility with the Company's system, the SGC hereby grants to the Company for the period of interconnection the reasonable right of ingress and egress, consistent with the safe operation of the lity, over property owned or controlled by the SGC to the extent the Company deems such ingress and egress necessary in order to examine, test, calibrate, coordinate, operate, maintain, or repair any interconnection equipment involved the parallel operation of the Facility and the Company's system, including the Company's metering equipment.

(4) <u>Construction Responsibility</u>

In no event shall any Company statement, representation, or lack thereof, either express or implied, relieve the SGC of its exclusive responsibility for the Facility. Specifically, any Company inspection of the lity shall not be construed as confirming or endorsing the Facility's design or its operation or maintenance procedures, nor as a warranty or guarantee as to the safety, reliability, or durability of the Facility's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any Facility equipment or procedure.

(5) <u>Indemnity</u>

When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall responsible for ensuring safeguards, which are considered adequate by the Company, to the Company's system luding but not limited to the Company's customers, personnel and equipment. The Customer shall indemnify and save the Company harmless from any and all claims, costs, or expense for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by or resulting from:

Section VII First Revised Sheet No. 7.38 Canceling Original Sheet No. 7.38

(a) Any act or omission by the Customer, or Customer's contractors, subcontractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's system;

(b) Any defect, failure of, or fault related to the Customer's generation system;

(c) The Customer's negligence or negligence of the Customer's contractors,

subcontractors, agents, servants and employees or;

(d) Any other event or act that is the result of, or proximately caused by, the Customer's Facility.

The SGC agrees to indemnify and save harmless the Company, subsidiaries or affiliates, and their respect employees, officers, and directors, against any and all liability, loss, damage, cost or expense which the Company, it subsidies affiliates, and their respective employees, officers, and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the SGC in performing its obligations pursuant to this Agreement or the SGC failure to abide by the provisions of this Agreement. The Company agrees to indemnify and save harmless the SGC against any and all liability, loss, damage,

ISSUED BY: D. L. McCrary

EFFECTIVE: May 22, 1992

Section VII First Revised Sheet No. 7.39 Canceling Original Sheet No. 7.39

cost or expense which the SGC may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company in performing obligations pursuant to this Agreement or the Company's failure to abide by the provisions of this Agreement. The SGC agrees to include the Company as an additional named insured in any liabity insurance policy or policies the SGC obtains to protect the SGC interests with respect to the SGC indemnity and hold harmless assurances to parties contained this Section.

(6) <u>Insurance</u>

The SGC shall deliver to the Company at least fifteen days prior to the start of any interconnection work, a certificate of insurance certifying the SGC coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida, protecting and indemnifying the SGC, and the Company as an additional named insured , their officers, employees, and representatives, against all ability and expense on account of claims and suits for uries or damages to persons or property arising out of interconnection to the SGC, or caused by operation of any of the QF's equipment or by the SGC'S lure to maintain the Facility's equipment satisfactory and safe operating conditions, or otherwise arising out of the performance by the SGC of the duties and obligations arising under the terms and conditions of this Agreement.

The policy providing such coverage shall provide comprehensive general ability insurance, including property damage, with limits in an amount to be determined on a case by case basis, but in no event less than \$1,000,000 for each occurrence.

ISSUED BY: D. L. McCrary

EFFECTIVE: May 22, 1992

There may be an occasion when a contract with a particular SGC represents a greater than usual liability risk Should the Company deem the contract with the SGC under this Agreement to be such an occasion, the Company will enter into good faith negotiations to set an appropriate minimum level of insurance greater than \$1,000,000. In addition, the above required policy shall be endorsed with a provision whereby the insurance company will notify the Company within thirty prior to the effective date of cancellation or a material change in the policy. The SGC shall pay all premiums and other charges request or due in order to maintain such coverage as requested under this section in force during the entire period of interconnection with the Company.

(7) <u>Notification</u>

For purpose of making emergency or any communications relating to the operation of the Facility, under the provisions of this Agreement, the parties designate the following people for notification:

For Gulf:		
-		
ISSUED BY: D. L. McCrary	EFFECTIVE: May 22, 1992	

	Section VII First Revised Sheet No. 7.40 Canceling Original Sheet No. 7.40		
IN WITNESS WHEREOF, the SGC and the Company executed this Agreement this			
day of			
APPLICANT	GULF POWER COMPANY		
Ву:	Ву:		
(Print or Type Name)	(Print or Type Name)		
Title:	Title:		
	Date:		

				Section VII	
				Third Fourth Revised Sh	
				Canceling <u>Third</u> Second	Revised Sheet No. 7.41
				-and GULF POWER COM	IPANY
		(Customer Na	me)		
			Agreem	ent For	
	Res	idential Advanced	I Energy Mar	nagementEnergy Select	Program
				between Gulf Power Comp _, (hereafter called "Custo	
It is heret	by agreed:				
1.	Energy Mar Service Co	<mark>nagement<u>Energy S</u> mmission (FPSC).</mark>	<mark>elect</mark> Program This program	t to Gulf Power Company' n which has been approve includes service and billin oved by the FPSC.	d by the Florida Public
2.	Customer's	premises for the d	luration of the		equipment for use on the responsible for any willful d at the Customer's
3.	removing C Company-c	company-owned ec	uipment. Whe	or installing, maintaining, in ere applicable for installati in Rate Schedule RSVP a	on and removal of
4.	the sole dis	cretion of the Com	pany. Gulf Po	nces are in good working o wer will not be responsible ner's electrical equipment o	
5.	of the equip days' notice acknowledg Schedule the rates, te	oment, and will con e. Rate Schedule R ges having received e RSVP. Customer	tinue until terr SVP is incorp d and reviewe understands is therein are	d the rates, terms, and co and acknowledges that thi subject to periodic change	or the Company with 30 reement. Customer hereby nditions contained in Rate s rate schedule, as well as
(heretofore r	made between the Any modification(s)	Company and	reements and representati d the Customer with respe ment must be approved, ii	ct to matters herein
6.	and the Cu				i writing, by the Company
	and the Cur ver Company				
Gulf Pow					Customer Signat
Gulf Pow	ver Company				Customer Signat
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GULF POWER COMPANY	
Ra	Section No. VII Third-Fourth Revised Sheet No. 7.42 Canceling ThirdSecond Revised Sheet No. 7.42 OTECTION AGREEMENT ate Schedule SP Form 16 (Closed Rate)
Name	_TelephoneDate
Name(please print)	_ '
Street Address	
City	StateZip
	ly Charge* \$3.45 ental assessments, taxes or fees and is subject to revision in
described above and hereby agrees to take and p Company's Rate Schedule Surge Protection and I and on file with the Florida Public Service Commis Service Commission. In consideration of the supp grants to the Company, the right to install, operate rights of ingress and egress to and from said facili	s Gulf Power Company ("Company") to furnish the facilities bay for the same in accordance with and subject to the Rules and Regulations for Electric Service on file in its office ssion or any changes therein as approved by the Florida Public olying and maintenance of said facilities, the Customer hereby e, and maintain its facilities described above together with the lities. All fixtures, equipment and material used in the acilities shall remain at all times the property of the Company.
	the meter-based surge protector has been installed. This rth above, and shall continue on a month to month basis. n reasonable notice by either party to the other.
express or implied, concerning the facilities to be held harmless in connection with the operation of the protective effectiveness of the facilities should obligation shall be to repair or replace its facilities after actual notice of the condition is received by t	Aledges that the Company disclaims any and all warranties, installed pursuant to this Agreement. The Company shall be the facilities installed pursuant to this Agreement. In the event d be interrupted or fail for any reason, the Company's sole installed pursuant to this Agreement within a reasonable time the Company, and such interruption shall not constitute a pany, its affiliates, officers, directors, or employees, be liable to eason of such interruption or failure.
effect between the Company and the Customer, n	ents or representations, either written or oral, heretofore in nade in respect to matters herein contained, and when signed tes the entire agreement between the Company and the
Applicant Signature (Referred to above as the Customer)	Gulf Power Company
Customer Account Number	Representative of Gulf Power
Meter Number	Representative of Gulf Power (Print Name)
ISSUED BY: Charles S. Boyett <u>Tiffany Cohen</u>	EFFECTIVE: March 29, 2019

GULF POWER COMP	A	NY
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			Revised Sheet No. 7.43 <u>st</u> Original Sheet No. 7.43
	APPLICATION FC	OR UNDERGROUND C (Form 17)	OSTESTIMATE
Name			
Address			
Phone			
Type estimate	e requestedNor	n-binding	Binding
Location / des	cription of requested project		
			estimate of the cost of underground ff for Retail Service, Sheets 4, 21, 22
through 4.28.		Gulf Power Company's Tari	ff for Retail Service, Sheets 4.21-22
-	ant to Section IV Part VI of C	Gulf Power Company's Tarit application as if fully set for	ff for Retail Service, Sheets 4.21-22
through 4.28. ² Signed	ant to Section IV Part VI of C	Gulf Power Company's Tarit application as if fully set for	ff for Retail Service, Sheets 4. <mark>21–<u>22</u> rth herein.</mark>
-	ant to Section IV Part VI of C	Gulf Power Company's Tarit application as if fully set for	ff for Retail Service, Sheets 4.24-22 rth herein. d\$(Binding cost estimate only) (To be calculated by Gulf Powerin accordance with Tariff Section IV
Signed	ant to Section IV Part VI of C	Gulf Power Company's Tarit application as if fully set for	ff for Retail Service, Sheets 4.24-22 rth herein. d\$(Binding cost estimate only) (To be calculated by Gulf Powerin accordance with Tariff Section IV
Signed	ant to Section IV Part VI of 0	Gulf Power Company's Tarit application as if fully set fo Amount paid	ff for Retail Service, Sheets 4.24- <u>22</u> rth herein. d\$ (Binding cost estimate only) (To be calculated by Gulf Powerin accordance with Tariff Section IV Subpart <u>6.5.36.7.4 and 6.7.5</u>)
Signed	ant to Section IV Part VI of G . Said provisions govern this NY USE ONLY sofunderground trench or ov	Gulf Power Company's Tarit application as if fully set fo Amount paid	ff for Retail Service, Sheets 4.24- <u>22</u> rth herein. d\$ (Binding cost estimate only) (To be calculated by Gulf Powerin accordance with Tariff Section IV Subpart <u>6.5.36.7.4 and 6.7.5</u>)
Signed FOR COMPA Length in mile	ant to Section IV Part VI of G . Said provisions govern this NY USE ONLY sofunderground trench or ov	Gulf Power Company's Tarit application as if fully set fo Amount paid	ff for Retail Service, Sheets 4.24- <u>22</u> rth herein. d\$ (Binding cost estimate only) (To be calculated by Gulf Powerin accordance with Tariff Section IV Subpart <u>6.5.36.7.4 and 6.7.5</u>)
Signed FOR COMPA Length in mile Amount ofdep Received by	ant to Section IV Part VI of G . Said provisions govern this NY USE ONLY sofunderground trench or ov	Gulf Power Company's Tarit application as if fully set fo Amount paid	ff for Retail Service, Sheets 4.21-22 rth herein. d\$ (Binding cost estimate only) (To be calculated by Gulf Powerin accordance with Tariff Section IV Subpart 6.5.36.7.4 and 6.7.5)
Signed FOR COMPA Length in mile Amount of dep Received by Date Receive Notice: The d	ant to Section IV Part VI of G Said provisions govern this NY USE ONLY sof underground trench or ov osit	Sulf Power Company's Tarit application as if fully set fo Amount paid rerhead primary to be conve 	ff for Retail Service, Sheets 4.24- <u>22</u> rth herein. d\$ (Binding cost estimate only) (To be calculated by Gulf Poweri accordance with Tariff Section IV Subpart 6.5.3<u>6</u>.7.4 and 6.7.5)

Section No. VII First Revised Sheet No. 7.44 -<u>Cancels_</u>Original Sheet No. 7.44

GUARANTY AGREEMENT

FORM 18

KNOW ALL MEN BY THESE PRESENTS that, in consideration of a deposit credit for electric service furnished or to be furnished by Gulf Power Company (Gulf') to ______ of ______

(Street Address and City)

Florida ("customer"), and for one dollar and other valuable considerations, receipt of which is acknowledged, the undersigned guarantor ("guarantor") hereby covenants and agrees as follows:

Guarantor unconditionally guarantees the prompt and full payment to Gulf tor any and all charges, indebtedness, and liabilities of all kinds which are now owed or hereafter may be owing to Gulf by saidcustomer, whether in the nature of the deposit required under Gulfs tariffs and rules and regulations, charges tor electrical power supplied and as billed by Gulf, for other charges relating to the, providing of

electric service or facilities related thereto, or otherwise, and whether now existing or hereafter arising, absolute or contingent, joint or severs at the above address.

In the event that customer shall, for any reason, fail to promptly pay all charges due and owing to Gulf, guarantor hereby agrees to pay all of such amounts due and owing to Gulf at its nearest division, district, or local office within 10 <u>5</u> days of notice or demand.

3. This is a continuing guaranty which will remain in effect until revoked by not less than 30 days' written notice delivered to Gulf; provided, however, that no revocation will, in any way affect the obligations of guarantor to Gulf with respect to obligations created or incurred prior to Gulf's receipt of such notice, nor shall such revocation release guarantor from liability hereunder with respect to any charges for electric service furnished at the service address to customer prior to the effective date of such revocation.

Guarantor hereby agrees to pay to *Gulf* all reasonable costs, collection agency fees, and all expenses of collection, including a reasonable attorney's fee, incurred by Gulf in collecting or compromising any indebtedness of customer hereby guaranteed or in enforcing this guaranty agreement against guarantor.

Guarantor hereby waives notice of acceptance of this guaranty, and agrees that Gulf need not proceed against the customer or any other person or entity, or to pursue any other remedy, prior to pursuing its rights under this guaranty agreement. Customer agrees and understands that Gulf may pursue all available collection remedies, including disconnection, against customer prior to, or simultaneously with, pursuing its rights against guarantor.

Guarantor covenants that h9/she is now an active customer of Gulfs, meets the credit criteria for the residential deposit refund, and has not guaranteed the account of more than one other customer of Gulf's. Guarantor agrees to promptly, within 10 days, notify Gulf of all address changes and to make arrangements for a new guarantor to assume this obligation if guarantor should move from Gulfs service area.

All rights and remedies of Gulf hereunder are cumulative and may be exercised singly or concurrently, and failure to exercise any right here• under shall not constitute a waiver thereof. This guaranty shall be binding upon guarantor and guarantor's heirs, personal representatives, and assigns.

Customer hereby authorizes Gulf to disclose all of customer's billing information, including third party notification, to the guarantor so long as this guaranty agreement remains in effect.

ISSUED BY : D. L. MccraryTiffany Cohen EFFECTIVE: May 6, 1993

Section VII Twelfth <u>Thirteenth</u> Revised Sheet No. 7.45 Canceling <u>Twelfth</u> Eleventh Revised Sheet No. 7.4
IN WITNESS WHEREOF, this agreement is executed by guarantor thisday of
GUARANTOR ACCOUNT_NUMBER
SERVICE ADDRESS - CITY PHONE NUMBER STATE OF FLORIDA COUNTY OF
Before methis day personally appeared, the above-namedguarantor, known to me to be the person who executed the foregoing instrument and who acknowledged that he/she executed the same for the purpose therein _set forth. WITNESS my hand and official seal thisday of 19
NOTARY PUBLIC My Commission Expires:
IHEREBY agree to the foregoing guaranty agreement thisday of •19
CUSTOMER ACCOUNT_NUMBER
ISSUED BY: D. L. Mccrary <u>Tiffany Cohen</u> EFFECTIVE: May 6, 1993

GULF POWER	COMPANY		
		Section VII Twelfth_Thirteenth Revised Shee Canceling <u>Twelfth<mark>Eleventh</mark>-Revis</u>	
	GULF POWER OPTIONAL RELAMPING S CUSTOMER-OWNED STREET AN RATE SCHEDULE Form 1 (Closed Sc	ERVICE AGREEMENT D GENERAL AREA LIGHTING OS (PART I/II) 19	
	<u>(Closed Se</u>		
Customer Name		Date	
DBA	Telephone No.	Tax I. D	
Street Address (Subdivisi	on, etc.) ofLight(s)		
Mailing Address			
Driving Directions			
Location of Light(s)			
Meter No.	Account No.	JETS WO No.	
	R-OWNED FIXTURES:		
High Pressure Sodium 8,800 Lumen	Vapor Lighting: (100 Watts) Light(s) to be billed at a base	rate of \$ 0.70-<u>0.72</u> each per month	\$
	does not include Fuel Charge, Purchased e, Energy Conservation Charge, Natural D es.		
the necessary electric accordance with and so on file in its office and Public Service Commis and the replacement o destroyed due to vand expense. The Application	s a relamping service agreement on the la energy (if unmetered) for the operation t ubject to the Company's Rate Schedule "C on file with the Florida Public Service Con sion. This agreement and the monthly rate f lamps and photoelectric controls upon t alism or willful abuse are not covered by nt remains responsible for all maintenan on system shall serve no other electrical loa	thereof and hereby agrees to take and DS (PART I/II)" and Rules and Regulation nmission or any changes therein as app es set forth above cover both the electric s routine failure. Lamps or photoelectric c v this agreement and will only be replace nce other than the replacement of lamp	pay for the same in s for Electric Service roved by the Florida ervice (if unmetered) ontrols damaged or ed at the Applicant's os and photoelectric

I

GULF POWER COMPANY

Section VII Third Revised Sheet No. 7.46 Canceling Second Revised Sheet No. 7.46

Form 19 (Continued)

Contract No.

In consideration of the supplying of said electric current (if unmetered) and the relamping of the lamp and photoelectric controls, the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All equipment and material used in the construction, operation, andmaintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract tenn as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of years and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.

The location of said fixtures shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term cf contract, all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be intenupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such intenuption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such intenuption or failure. The relamping service provided hereunder is for the convenience of the Applicant and in consideration th er e o f, the Applicant releases the Company, and agrees to hold the Company harmless, from any damages caused by the failure of the lamp(s) and photocell(s) covered by this agreement to operate for any reason whatsoever including any negligent actions or failures to act by the Company or any of its officers. employees, agents or subcontractors.

APPLICANT

Application

Taken BY____

Approved by _

Authorized Company Representative Applicant _____

Title

Date _____

ISSUED BY: Susan Story

EFFECTIVE: January 31, 2006

Canceling Seventh Sixth Revised Sheet No. 7.47

Contract No.

\$

Seventh-Eigth Revised Sheet No. 7.47

Section No. VII

GULF POWER COMPANY 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 (Closed Schedule) TOTAL INSTALLED COST OF FIXTURE(S)

> **MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT** Rate Schedule OS (Part I/II) - Street and Outdoor Lights

Type Light	Lamp <u>Wattage</u>	<u># of Lights</u> (a)	Price Per Light* (b)	Total <u>Amount/Mo.</u> (c) = (a) x (b)
	Total Base N	Monthly Charge****	\$	

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

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY	CUSTOMER
Application Taken By	Customer
Approved By Authorized Company Representative	Title Date
	ge portions of the Total Charge. For metered fixtures, the Energy es, as provided in the rate schedule, will be added to this total flat
ISSUED BY: <u>S. W. Connally, Jr Tiffany Cohen</u> .	EFFECTIVE: July 1, 2017

Section No. VII First Revised Sheet No. 7.47.1 Canceling Original Sheet No. 7.47.1

THIS PAGE IS RESERVED FOR FUTURE USE

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

	Section No. VII Third-Fourth Revised Sheet No. 7.48	
	Canceling <u>Third</u> Second-Revised Sheet No. 7.48	
GULF POWE OPTIONAL UP FRONT PAYMEN		
ADDENDUM TO CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE, OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER OWNED STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS) Rate Schedule OS (Part VII)		
Forr <u>(Closed Sched</u>		
TOTAL INSTALLED COST OF ADDITIONAL FACILITI	S\$	
DESCRIPTION OF ADDITIONAL	FACILITIES PAID UP FRONT	
<u>Type Pole # of Poles Type Wire</u>	Quantity Miscellaneous Quantity of Wire <u>Materials</u> <u>of Material</u>	
NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service. GULF POWER COMPANY CUSTOMER Approved By		
ISSUED BY: Susan StoryTiffany Cohen	Date EFFECTIVE January 31, 2006	

Section VII First Revised Sheet No. 7.49 Canceling Original Sheet No. 7.49

CONTRACT SERVICE ARRANGEMENT FOR THE PROVISION OF SERVICE UNDER THE COMMERCIAL/INDUSTRIAL SERVICE RIDER

Form 22

This Contract Service Arrangement ("Agreement") is made and entered into as of this _____day of _____,20____, by and between _____(hereinafter called the "Customer"), and GULF POWER COMPANY, a Florida corporation (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agencythereto (hereinafter called the "Commission"); and

WHEREAS, the Customer is _____; and

WHEREAS, the Customer currently takes or is qualified to take electric service from the Company under rate schedule______at the service location described in Exhibit A; and

WHEREAS, there is a viable economic alternative (excluding alternatives in which the Company has an ownership or operating interest) to the present pricing under the Company's rate schedule______ which is sufficient economic justification for the Customer to decide not to take electric service from the Company for all or a part of the Customer's needs; and

WHEREAS, the Customer has shown evidence and legal attestation that it will not take electric service from the Company to serve its new or retained load unless rate schedule Commercial/Industrial Service Rider (hereinafter called "CIS rider") is applied; and

WHEREAS, the Company is willing to apply the CIS rider to the Customer's new or retained load in exchange for a commitment by the Customer to continue or begin to purchase electric energy exclusively from the Company at agreed upon service locations (for purposes of this Agreement, the "electric energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement);

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the Company and Customer agree as follows:

1. <u>Rate Schedules</u> - The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of the Company's tariff rate schedule, and the CIS rider, ascurrently approved by the Commission or as said tariff and rate schedules may be modified in the future and approved by the Commission (except as specifically modified in this Agreement). The Customer agrees to abide by all applicable requirements of the tariff, rate schedule, and the CIS rider, except to the extent specifically modified by this Agreement. Copies of the Company's currently approved rate schedule and the CIS rider are attached as Exhibit B and made a part hereof.

In the event of any conflict between the terms of this Agreement and such tariff or rate schedule (other than as set out in the CIS rider) the terms of this Agreement shall control.

2. <u>Term of Agreement</u> - This Agreement shall remain in force for a term _____years commencing on the above date. During the last ____year(s) of the term hereof, the parties shall meet in good faith to negotiate an extension of this Agreement beyond the initial term. During this negotiation, each party hereto shall retain the absolute discretion to reject (1) any pricing or other terms and conditions proposed by the other party hereto or (2) the continuation of any pricing or other terms and conditions as agreed upon for the initial term or any subsequent term(s).

3. Modifications to Rate Schedule -

See Exhibit C to this Agreement.

4. <u>Exclusivity Provision</u> - During the term hereof, the Customer agrees to purchase from the Company the Customer's entire requirements for electric capacity and energy for its facilities and equipment at the service location(s) described in Exhibit A to this Agreement. The "entire requirements for electric capacity and energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement.

5. Termination Fees -

See Exhibit D to this Agreement.

6. <u>Entire Agreement</u> - This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the Company and the Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only agreement between the parties hereto relative to the matters herein described.

7. Incorporation of Tariff - This Agreement incorporates by reference the terms and conditions of rate schedule______and the CIS rider filed by the Company with, and approved by, the Commission, as amended from time to time. In the event of any conflict between this Agreement as approved by the Commission and such rate schedules, the terms and conditions of this Agreement shall control.

ISSUED BY: Travis Bowden

EFFECTIVE: September 3, 1996

GULF POWER COMPANY

Section VII First Revised Sheet No. 7.51 Canceling Original Sheet No. 7.51

8. Notices - All notices and other communications hereunder shall be in writing and
shall be delivered by hand, by prepaid first class registered or certified mail, return receipt
requested, by courier or by facsimile, addressed as follows:

If to the Company:	Gulf Power Company 500 Bayfront Parkway One Energy Place Pensacola, FL 32520 Facsimile:
with a copy to:	Gulf Power Company 500 Bayfront Parkway One Energy Place Pensacola, FL 32520 Facsimile: Attention:
Ifto the Customer:	
	Facsimile:
with a copy to:	
	Facsimile:
	Attention:

Except as otherwise expressly provided in this Agreement, all notices and other communications shall be deemed effective upon receipt. Each party shall have the right to designate a different address for notices to it by notice similarly given.

9. <u>Assignment: No Third Party Beneficiaries</u> - This Agreement shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. No assignment of any rights or delegation of any obligations hereunder shall have the effect of releasing the assigning Company of any of its obligations hereunder, and the assigning party shall remain primarily liable and responsible therefore notwithstanding any such assignment or delegation. Nothing in this Agreement shall be construed to confer a benefit on any person not a signatory party hereto or such signatory party's successors and assigns.

10. <u>Waiver</u> - At its option, either party may waive any or all of the obligations of the other party contained in this Agreement, but waiver of any obligation or of any breach of this Agreement by either party shall in no event constitute a waiver as to any other obligation or breach or any future breach, whether similar or dissimilar in nature, and no such waiver shall be binding unless in writing signed by the waiving party.

11. <u>Headings</u> - The section and paragraph headings contained in the Agreement are for reference purposes only and shall not effect, in any way, the meaning or interpretation of this Agreement.

12. <u>Counterparts</u> - This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. <u>Dispute Resolution</u> - All disputes arising between the Customer and the Company under this Agreement shall be finally decided by the Commission in accordance with the applicable rules and procedures of the Commission.

14. <u>Governing Law</u> - This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

15. <u>Confidentiality</u> - The pricing levels and procedures described within this Agreement, as well as any information supplied by the Customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith is considered confidential, proprietary information of the parties. If requested, such information shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

SULF POWER COMPANY	Section VII
	First Revised Sheet No. 7.53 Canceling Original Sheet No. 7.53
INWITNESSWHEREOF the Cus	istomer and the Company have executed this Agreemen
e day and year shown above.	
PPLICANT	GULF POWER COMPANY
r	Ву:
(Print or Type Name)	(Print or TypeName)
tle:	
ate:	Date:

0	JLF POWER COMPANY		
		Revised Sheet No. 7.54 <u>hird <mark>Second</mark> R</u> evised Sheet N	₩.7.54
	GULF POWER COMPAN ASSIGNMENT OF LIGHTING SERVICI Rate Schedule OS (Part V Form 23 (Closed Schedule)	E CONTRACT	
		Contract No.	
	This agreement made thisday of	, 20,	, by and between ,the
	<u>ne</u> Applicant named in the CONTRACT FOR STREET AND GEN Power Form 5) dated and incorporated herein by reference (and hereafter called "the	, said agreement being attac	
	Applicant named in the RELAMPING SERVICE AGREEMED GENERAL AREA LIGHTING (Gulf Power Form 19) dated agreement being attached hereto and incorporated herein by Contract'),		, said
	Applicant named in the CUSTOMER-OWNED LIGHTING AGRE (Gulf Power Form 24) dated, said agreeme herein by reference (and hereafter called "the Contract"),		
(said par	rty hereinafter called "the Assigning Party"), and _		the assignee
· ·	arty hereinafter called "the Customer", is for the purpose of tr	v v v	Ū
-	ons the Assigning Party has with regard to the lighting service pro		
	npany") pursuant to the Contract at the location(s) specified the	-	
the Cont	eement by Gulf Power, effective on the date of this agreement th tract. This assignment does not release the Assigning Party from ctive date of this agreement.		-
	Assigning Party	Assignee/Customer	
	CONSENT TO ASSIGNME	ENT	
the Assig	Gulf Power Company hereby grants in writing its consent to gning Party to the Assignee/Customer each named above. N arge the Assigning Party or its sureties, from any liability previo	lothing contained herein, ho	owever, shall serve
GULF P	OWER COMPANY		
_	Authorized Company Representative		
Ву			

ISSUED BY: Susan StoryTiffany Cohen

EFFECTIVE: February 23, 2006

Eleve	nth- <u>Twelfth</u> Revised Sheet No. 7.55	.55
CUSTOMER-OWNED LIGHT (WITHOUT RELAMPING SER	TING AGREEMENT EVICE PROVISIONS)	
Form 24	(Closed Schedule)	
	Contract No.	
	Date	
Telephone No	Tax I. D	
etc.) of Light(s)		
tion of Light(s)		
Account No	JETS WO No	
Watts) Light(s) to be billed at a ba	se rate of \$ 1.03<u>\$1.11</u>. each per mont	h \$
rate of \$* each per moni rate of \$* each per moni rate of \$* each per moni Total Base Monthly Charge** ed by taking the kWh for one light and multi er than the 8800 Lumen lightshownabove.	th (kWh for one light =) th (kWh for one light =) iplying by \$ 0.02517<u>0.0590</u>. Repeat this line fo	
sts the necessary electric energy take and pay for the same in a and Rules and Regulations for Ele nission or any changes therein as thly rates set forth above cover th	eccordance with and subject to the ectric Service on file in its office an approved by the Florida Public Serv e electric service. The distribution sy	Company's Rate d on file with the ice Commission.
	Section Elever Cance GULF POWER CO CUSTOMER-OWNED LIGHT (WITHOUT RELAMPING SER RATE SCHEDULE OF Form 24 	Section VII Eleventh-Twelfth Revised Sheet No. 7.55 Canceling Eleventh-Twelfth Revised Sheet No. 7 GULF POWER COMPANY (USTOMER-OWNED LIGHTING AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS) RATE SCHEDULE OS (PART I/II) Form 24 (Closed Schedule) Contract No

ISSUED BY: S.W. Connally, JrTiffany Cohen-

I

Section VII First Revised Sheet No. 7.56 Canceling Original Sheet No. 7.56

Form 24 (Continued)

Contract No.

In consideration of the supplying of said electric current, the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith tor the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "0S (PART 1/11)" shall be for an initial period of years and thereafter from year to year until terminated by three (3) months written notice by either party to the other.

The location of said fixtures shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract, all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure.

GULF POWER COMPANY

APPLICANT

Application	
-------------	--

Takenby

Approved by___

Authorized Company Representative

Title _____ Date

Applicant

ISSUED BY: Susan Story EFFECTIVE: January 31, 2006

GULF POWER COMPANY LANDLORD "LEAVE SERVICE ACTIVE" AGREEMENT

This Agreement is made by and between Gulf Power Company ("Gulf') and

Gulf agrees to furnish electric energy to rental units on the premises of the Customer located at and to permit the use of such energy by the Customer, all subject to and in accordance with the appropriate rate schedule(s) in Gulfs Tarifffor Retail Electric Service as filed with the Florida Public Service Commission (FPSC).

When a tenant requests a disconnect of service for a rental unit associated with this Agreement, Gulfwill obtain a meter reading and automatically transfer the service from the tenant's name to the Customer's name. When a tenant requests a reconnect of service for a rental unit associated with this Agreement, Gulfwill obtain a meter reading and transfer the service from the Customer's name to the tenant's name.

This Agreement is subject to the rules, regulations, and rate schedules for electric service on file with the FPSC, and other applicable rules and laws, if any, as presently effective or as amended in the future. Unless expressly modifiedherein, the terms and conditions of existing Contract(s) for Electric Power Service and other Agreement(s), if any, between Gulf and Customer shall remain in full force and effect. This Agreement – shall – remain in effect until appropriately terminated by either party. Thirty (30) days prior written notification – of – termination is required, unless otherwise stated herein. This Agreement does not prevent Gulf from disconnecting service following proper notice, in accordance with applicable rules and regulations, in the event Customer fails to timely remit payment for electric service, fraudulently obtains electricity or otherwise violates Florida law or FPSC – rules which justify said action.

The signatories to this Agreement swear and affirm that the entity which on behalf of whom they are executing this Agreement have conferred upon them all pertinent rights to legally bind the entity to perform the covenants of this Agreement.

Failure to comply with any of the conditions of this Agreement, within the sole discretion of Gulf Power-Company, can result in the immediate termination of this Agreement and removal of all of Customer's accounts from theprogram created by this Agreement. Customer will be sent written notification to the mailingaddress on file in the event of agreement termination.

In witness hereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

	GULF POWER COMPANY
By (Print Name)	By (PrintName)
By (Signature) Title Date	By (Signature) Title Date_

ISSUED BY: Travis Bowden

DATE EFFECTIVE: November 18, 1997

	Section VII
	First Revised Sheet No. 7.58 Cancels Original Sheet No. 7.58
	<u></u>
PLEASE COMPLETE THE APPROPRIATE SIG	NATURE BLOCK.]
STATE OF FLORJDA COUNTY OF	
SOLE PROPRIET	ORSHIP/INDIVIDUAL
bywho is perso	d before me thisday of, 19 <u>20</u> mally known to me or who has produced
(name of person acknowledged)	
as identification a (type of Identification)	and did / did not take an oath.
COR	PORATION
Theforegoing instrument was acknowledge	od before methis, 19 <u>20</u> by
u	-
asasasasas	a
-corporation, on behalf of the c Or (state or place of incorporation)	orporation. He/She is personally known to me
has produced	as identification and did/did not take an oath.
LIMITED F	PARTNERSHIP
The foregoing instrument was acknowledged a partner/agent on behalf	d before methisdayby
(name of acknowledging partner or agent)	(name of partnership)
a'limited partnership. He/Sho	e is personally known to me or has produced
	fication and did/did not take an oath.
(type of identification)	ioation and digrand HOL take an Udtil.
N	OTARY PUBLIC:
—	(Signature of person taking acknowledgment)
MY_COMMISSION_ EXPIRES:	
	(Name of acknowledger typed, printed or stamped)
	(Title or rank)
	Serial number, ifany)
ISSUED BY: Travis BowdenTiffany Cohen	DATE EFFECTIVE: November 18, 1997

GULF POWER COMPANY

MASTER CONTRACT FOR ELECTRIC SERVICE

Form 26

THIS MASTER CONTRACT ("Contract") for electric seNice is entered into this day of

_____ ("Effective Date") between Gulf Power Company (11Companyi')

and 11 11

-- (Customer).

IN CONSIDERATION of the mutual agreements hereinafter contained, IT IS AGREED:

Scope. Company will supply electric seNice to Customer, and Customer will purchase, receive and pay-Company for such seNice in accordance with this Contract.

Rules, Regulations and Rates. Florida state law and the rules, regulations and applicable rate schedules of Company as may be filed with and regulated by the Florida Public SeNice Commission govern this seNice and are incorporated herein by reference. Such laws, rules, regulations and applicable rate schedules are subject to change during the term of this Contract as provided by law. Copies of current rules, regulations and applicable rate schedules are available from Company upon request and may be attached to this Contract.

Term. The term of this Contract applicable to each premises governed hereunder shall be as set forth in any Premises Exhibits governing such premises that are attached to this Contract at execution of this Contract or that are executed after the Effective Date of this Contract and reference this Contract. (This Contract is executed with () Premises Exhibits attached.) Either party may terminate this Contract – upon written notice to the other of such termination. However, the only effect of such termination shall be to prevent the parties from adding premises to this Contract after the date of termination. The terms and provisions of this Contract shall remain in full force and effect for each premises described in a Premises Exhibit for the duration of the term stated in such Premises Exhibit.

SeNi ce to Premises. The characteristics of the seNice to be furnished to each premises to be governed by this Contract shall be described on one or more Premises Exhibits attached to this Contract at execution or which are executed by each party and reference this Contract. Each Premises Exhibit shall be deemed to be a separate and independent contract between the parties hereto which incorporates the terms and conditions of this Contract.

Payment. During the term of this Contract, Customer will pay monthly charges calculated in accordance with the rules, regulations and applicable rate schedules.

Equipment. Customer, at its expense, shall maintain and operate its equipment so that it does not cause unacceptable voltage fluctuations, harmonically related disturbances, overload, or other disturbances on Company's electrical and communications systems, or affect the safe, economical and reliable operation of Company's electric system. Customer, at its expense, shall immediately correct any such unacceptable use of electric power, including the provision of suitable apparatus to prevent or cure such effects where necessary.

ISSUED BY: Travis Bowden EFFECTIVE: June 27, 2000

Section No. VII First Revised Sheet No. 7.60 Canceling Original Sheet No. 7.60

. 7. <u>Limitation of L</u>iability. Company does not guarantee that service will be free from, and Company shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. Company shall have no liability for any loss or damage from any loss of service, or delay in providing service.

8. <u>Assignment of Contract</u>. Customer shall not assign this Contract without written consent of Company.

9. <u>Remedie</u>s. In the event of default by either party, the nondefaulting party may pursue any and all judicial and administrative remedies and relief available.

10. <u>Non-waiver: The parties agree that this Contract does not preclude the Company from</u> collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.

11. <u>Mis</u>cellaneous. A waiver of one or more defaults by either party shall not be deemed a waiver of any other or subsequent default by such party. This document, those documents incorporated by reference and any attachments constitute the entire agreement between the parties with respect to the subject matter of this Contract. No modification of this Contract, except as provided in paragraph 2 above, shall be binding unless it is in writing and accepted by Customer and Company. This Contract shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be executed by duly authorized representative, as of the effective date hereof.

GUIF POWER COMPANY

Bv:_____

By:

Title: -

Title: –

PREMISES EXHIBIT DATED		Section No. VII First Revised Sheet No. 7.61 Canceling Original Sheet No. 7.61
MASTER CONTRACT FOR ELECTRIC SERVICE DATED Form -27 Gulf - Power - Company -(*Company-*, and (*Custome(*)- agree that the Master Contract -(*Contract*) for electric service shall apply to each of the premises identifiedbelow. 1Service to - Premises. The - characteristics of the service to be furnished at this premises under this Contract - are as follows: a. Premises location:	PREMISE	
Master Contract ("Contract") for electric service shall apply to each of the premises identifiedbelow. 1Service to Premises. The characteristics of the service to be furnished at this premises under this Contract are at follows: a. Premises location: b. Frequency: Approximately sixty (60)hertz c. Voltage and Phase: d. Delivery Point: e. Rate Schedule(s): f. Service level: () transmission () primary () secondary g. Rate Rider(s): h. Commencement of electric service notlater than: i. Contract Capacity: j. Minimum billing demand:	MASTER CONTRAC	TFOR ELECTRIC SERVICE DATED
1. Service to Premises. The characteristics of the service to be furnished at this premises under this Contract are at follows: a. Premises location: b. Frequency: Approximately sixty (60)hertz c. Voltage and Phase: d. Delivery Point: e. RateSchedule(s): f. Servicelevel: ()transmission ()primary ()secondary g. RateRider(s): h. Commencement of electric service notlater than: j. Minimum billing demand: j. Mo	Gulf Power Company ([†] Company ⁺⁺	, and ("Custome('.) agree that the
The characteristics of the service to be furnished at this premises under this Contract are at follows: a. Premises location:	Master Contract ("Contract") for electric ser	vice shall apply to each of the premises identified below.
a. Premises location: b. Frequency: Approximately sixty (60)hertz c. Voltage and Phase: d. Delivery Point: e. Rate Schedule(s): f. Service level: ()transmission ()primary () secondary g. Rate Rider(s): h. Commencement of electric service notlater than: j. Minimum billing demand: g. Contract for this premises shall be () year(s) from the date of commencement of electric service under the terms identified in (a) through U) above. The term of the Contract for this premises shall be g. Additional Provisions. Additional terms and conditions relating to the provision of service the premises identified herein may be attached hereto. Such attached terms and conditions shall be controlling over any conflicting terms set forth	1. <u>Service to Premis</u> es.	
b. Frequency: Approximately sixty (60)hertz c. Voltage and Phase: d. Delivery Point: e. Rate Schedule(s): f. Service level: () transmission () primary () secondary g. Rate Rider(s): h. Commencement of electric service not later than: i. Contract Capacity: j. Minimum billing demand: 2. This Premises Exhibit shall be effective for the above premises on the date of commencement of electric service under the terms identified in (a) through U) above. The term of the Contract for this premises shall be () year(s) from the date of commencement of electric thereafte until terminated by either party providing written notice to the other in accordance with the rules, regulation and applicable rate schedules. 3. Additional Provisions. Additional terms and conditions relating to the provision of service to the premises identified herein may be attached hereto. Such attached terms and conditions shall be controlling over any conflicting terms set forth herein or in the Contract. The following such terms and conditions relating to the model or subject the rems and conditions shall be controlling over any conflicting terms set forth herein or in the Contract. The following such terms and conditions relating to the rules.	The characteristics of the serv follows:	tice to be furnished at this premises under this Contract are as
	b. Frequency: Approximately sixty - c. Voltage and Phase: d. Delivery Point: e. RateSchedule(s): f. Service level: ()transmission (g. RateRider(s): h. Commencement of electric service h. Contract Capacity: j. Minimum billing demand: 2This_Premises_Exhibit commencement of electric service under - Contract for this_premises_shall be service under the terms identified in (a) thr until terminated by either party providing wri and applicable rate_schedules. 3. <u>Additional_P</u> rovisions. Addition the premises identified herein may be all controlling over any conflicting terms set	(60)hertz ()primary()secondary /ice notlater than: //ice notlat
	· 	ated herein by reference:
supersede any previously existing Premises Exhibit covering service to this premises.	 4. <u>Prior_A</u> greements'. This Pre	ated herein by reference:
	<u>4. Prior Agreements'. This Pressupersede any previously existing Premises</u> Company and Customer have each	ated herein by reference:
supersede any previously existing Premises Exhibit covering service to this premises. Company and Customer have each caused this Premises Exhibit to be executed by its duly	4. <u>Prior Agreements</u> . This Pressupersede any previously existing Premises Company and Customer have each	ated herein by reference: emises Exhibit, upon becoming effective, shall cancel and Exhibit covering service to this premises. caused this Premises Exhibit to be executed by its duly ated above.
supersede any previously existing Premises Exhibit covering service to this premises. Company and Customer have each caused this Premises Exhibit to be executed by its duly – authorized representative as of the date stated above.	4. <u>Prior Agreements'</u> . This Pressupersede any previously existing Premises Company and Customer have each authorized representative as of the date sta	emises Exhibit, upon becoming effective, shall cancel and Exhibit covering service to this premises. caused this Premises Exhibit to be executed by its duly ated above.
supersede any previously existing Premises Exhibit covering service to this premises. Company and Customer have each caused this Premises Exhibit to be executed by its duly authorized representative as of the date stated above. GULF POWER_COMPANY	4. <u>Prior Agreements'</u> . This Pressupersede any previously existing Premises Company and Customer have each authorized representative as of the date sta	ated herein by reference: By:

GULF POWER COMPANY

Section No. VII Original Sheet No. 7.62

GULF POWER COMPANY

Certificate of Compliance

Small Power Generation Systems Form 28

The undersigned contractor *I* constructor does hereby certify that the small power generation system (10,000 kW or smaller) described below, is in compliance with the following codes and standards:

- a. UL Standard 1741, entitled "Standard for Safety for Static Inverters and Charge Controllers for use in Photovoltaic Systems", dated January 17, 2001,
- b. ULStandard 1703,entitled "Standard For Safety:Flat PlatePhotovoltaic Modules and Panels", dated August 1, 1986,
- c. IEEE Standard 1262-1995, entitled "Recommended Practice for Qualification of Photovoltaic Modules" dated April 12, 1996, or IEC Standard 61646, dated November, 1996,
- d. IEEE Standard 929, entitled "Recommended Practice for Utility Interface of Photovoltaic (PV) Systems", dated April 3, 2000, and
- e. All applicable city, county, state, and federal construction codes and standards.

Small Power Generation System Description

Owner's Name: _____

Location of Installation:

General Description (type, size, manufacturer, etc.) _____

~~~~~~~~~~~~

Contractor Name and Address:

Signature: ----Date: ----License

License No. \_\_\_\_\_

**ISSUED BY:** Tom Fanning

EFFECTIVE: June 28, 2002

#### Gulf Power Company Community Solar Customer Five-Year Participation Agreement

#### Form 29

This Agreement is made by and between Gulf Power Company, ("Gulf Power" or the "Company") and (the "Customer"). The Company and the Customer are collectively referred to as the "Parties."

| WHEREAS, the          | Customer currently receives electric service from the Company pursuant to Gulf- |
|-----------------------|---------------------------------------------------------------------------------|
| Power's Rate Schedule | at the following location                                                       |
|                       | which has been assigned a Gulf Power Account Number of                          |
| =                     | (the "Service Premises"); and                                                   |

WHEREAS, the Customer's actual (or estimated, in the case of insufficient service history) average kilowatt-hour ("kWh") consumption at the Service Premises for the previous twelve-month period is \_\_\_\_\_\_; and

WHEREAS, the Customer desires to participate in the Company's voluntary community solar offering (the "Solar Program") in accordance with the terms of Rate Rider CS (Community Solar) which has been approved by the Florida Public Service Commission (the "FPSC") a copy of which is attached to this Agreement and incorporated herein as Exhibit "A";

The Parties hereby agree as follows:

1. The Customer agrees to participate in the Solar Program for a period of five (5) Annual Periodsbeginning on the first day of the billing cycle in which the Customer's first Annual Subscription Fee (as defined below) is paid, (the "Term") subject to the terms and conditions contained in the Rate Rider and – this Agreement. For purposes of this Agreement an "Annual Period" means any one of a succession of consecutive three hundred sixty five (365) day periods (or a three hundred sixty six (366) day period inthe case of a leap year).

2. The Customer agrees to purchase a total of \_\_\_\_\_\_subscription(s) during each Annual Period of the Term, which subscriptions shall not exceed 100 percent of actual (or estimated, \_\_\_\_\_\_ in the case of insufficient service history) average kWh consumption at the Service Premises for the previous twelve (12) month period.

# Form 29 (Continued)

the Term. The Customer's aggregate monetary obligation to Gulf Power under this Agreement totals\_\_\_\_\_(Annual Subscription Fee multiplied by five (5)).

4. In the event the Customer fails to pay an Annual Subscription Fee by the date specified in a billing statement, the Company reserves the right to terminate the Customer's participation in the Solar Program. Termination of the Customer's right to participate in the Solar Program will in no way impact the Customer's right to receive, or the Company's obligation to provide, electric service to the Customer pursuant to the Company's Tariff for Retail Electric Service.

5. In the event that the Customer transfers their electric service to a different location within Gulf Power's service area, the Customer's Solar Program subscription will be transferred to the new service location. The Customer shall not be permitted to transfer or assign their subscription to third parties.

6. If, for any reason, the Customer moves to a location outside of Gulf Power's service area and discontinues electric service with Gulf Power as a result, the Customer shall be released from any obligation to pay Gulf Power for Annual Subscription Fees which have yet to be billed to the Customer during the Term. However, the Customer shall not be entitled to a refund for Annual Subscription Fees which have previously been paid to the Company.

7. In the event that the Solar Program is discontinued or modified by the Florida Public. Service Commission, Gulf Power reserves the right to terminate this Agreement. In such case, the Customer shall be released from any obligation to pay Gulf Power for Annual Subscription Fees which have yet to be billed to the Customer during the Term.

8. Unless otherwise provided in this Agreement, the Customer's obligation to pay the Annual Subscription Fee for each Annual Period during the Term is not subject to termination or cancellation by the Customer.

9. Any and all Renewable Energy Credits ("RECs"), associated with the Customer's subscription to the Solar Program will be retired by the Company on behalf of the Customer. For purposes of this Agreement the term RECs means any and all credits, including any emissions reduction credits, such as CO2 emission reduction credits, for renewable energy generated by the solar facilities that could qualify or do qualify for application toward compliance with any local, state or federal energy portfolio standard, green pricing program or other renewable energy or environmental mandate or objective. By way of example, if the actual output of the solar facilities associated with the Solar Program totals 2,100,000 kWh in a given Annual Period, the maximum number of subscriptions to the Program is 3,000 and the Customer has secured 10 subscriptions, the Company would retire RECs equivalent to 7,000 kWh for that particular customer.

ISSUED BY: S. W. Connally, Jr.

Effective: March 1, 2016

# Form 29 (Continued)

10. This Agreement does not convey to the Customer any right, title or interest in or to anyportion of the property comprising the solar facilities constructed pursuant to the Solar Program. Such facilities will be owned, operated, controlled and maintained exclusively by the Company and any tax credits or other tax benefits associated with the construction and/orownership of such facilities will belong solely to the Company.

11. Due to the cost to construct the solar facilities, the Customer and other participants inthe Solar Program will be paying a monetary premium during the Term as compared to nonparticipants. Bill credits issued to the Customer pursuant to the Solar Program are not intended, or expected, to fully offset subscription fees paid by the Customer.

12. This Agreement constitutes the entire agreement between the Parties with respect to the Customer's participation in the Solar Program and supersedes all previous proposals, whether oral or written, and all other communications between the Parties. This Agreement is not intended to alter or modify any rate, charge, term or condition of electric service provided by the Company to the Customer. The Customer will continue to be billed for all of their electricity consumption at the applicable retail rate and will see the bill credits for solar facility production as dollars that offset their total bills.

13. This Agreement shall be governed by the laws of the State of Florida, including applicable regulations of the Florida Public Service Commission and the Company's Tarifffor Retail Electric Service.

Customer: Gulf Power Company

Customer Signature Representative of Gulf Power

Customer Printed Name

Printed Name

Customer Account Number

ISSUED BY: S. W. Connally, Jr.

Effective: March 1, 2016

## CURTAILABLE LOAD SERVICE AGREEMENT

## Form 30

| This Agreement is made this | day of             | ,                        |
|-----------------------------|--------------------|--------------------------|
| by and between              |                    | the "Customer")          |
| located at                  |                    | in                       |
|                             | , Florida and Gulf | Power Company, a Florida |

corporation (the "Company" or "Gulf Power").

## WITNESSETH

That for and in consideration of the mutual covenants and agreements set forth herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take service under rate schedule\_\_\_\_\_\_and the Curtailable Load Experimental Rider CL (the "Curtailable Rider") (attached as Exhibit "A" and incorporated herein by reference) as currently approved by the Florida Public Service Commission (the "FPSC") or as said rate schedule or rider may be modified in the future and approved by the FPSC.

2. The Customer and the Company will, throughout the term of this Agreement, comply with all of the terms and conditions of the Curtailable Rider.

3. The Customer's Firm Demand for purposes of the Curtailable Rider shall be set at \_\_\_\_\_\_kW. Unless otherwise modified in accordance with the terms of the Curtailable Rider, the Firm Demand shall not be subject to change during the term of this Agreement.

5. In consideration of the Customer's agreement to curtail its Non-Firm Demand, the Company will provide the Customer with a monthly billing credit of <u>per kW</u> for each kW of Non-Firm Demand identified in section 4 above. Unless otherwise modified in accordance with the terms of the Curtailable Rider, the amount of the foregoing billing credit shall not be subject to change during the term of this Agreement.

6. The Company will endeavor to provide at least thirty (30) minutes advance notice to the Customer of the time the curtailment period begins. Such notice may be electronic, oral or written. The Company shall not be responsible for the Customer's failure to receive or act upon such notice. Upon request, the Customer will provide the Company with the following information to facilitate delivery of all communications relating to curtailment periods and designate the preferred manner of communication, which will be the manner of communication the Company initially uses when seeking to curtail load:

ISSUED BY: S. W. Connally, Jr.

Effective: April 17, 2018

## Form 30 (Continued)

Name of ContactPerson(s); Office and/or Cellular Telephone Number(s); and Email Address(es)

The Customer will notify the Company immediately should there be a need to change contact information. Any changes to the above manner of communication made by the Customer or the Company shall be made in writing.

For all office and cellular telephone numbers and email addresses provided by the Customer to the Company, the Customer authorizes the Company to deliver or cause to be delivered all notices and messages associated with the Curtailable Rider, any of which may be through the use of an automatic telephone dialing system or an artificial or prerecorded voice. Delivery of an artificial message, prerecorded message or human voicemail shall constitute effective notice for purposes of the notice requirements under this Agreement. Further, in the event that any office or cellular telephone number provided to the Company by the Customer is a personal (as opposed to Customer issued) telephone number for individual employees, agents or representatives of the Customer, then the Customer hereby certifies to the Company that such individual user has provided the Customer with express prior written consent to receive communications from the Company on behalf, or for the benefit, of the Customer, as well as express prior written consent to receive communications from the Customer itself. The Customer understands and acknowledges that it is not required to agree to receive promotional messages as a condition of taking service under the Curtailable Rider. In the event that a telephone number provided to the Company by Customer is reassigned, disconnected or belongs to an individual whose relation to the Customer is terminated or otherwise discontinued, the Customer shall immediately notify Company that said number should be removed from the Company's notification list.

7. The Customer assumes full responsibility for any loss of product or production, business loss of any kind, equipment damage, injury to employees or others, inconvenience, or any other damages experienced as result of the curtailment of electric service.

8. The term of this Agreement shall commence on

and end on \_\_\_\_\_\_\_; provided, however, that the Customer may terminate this Agreement prior to the expiration of its term without penalty or further obligation by providing the Company with at least 60 months advanced written notice. Upon the expiration of the term of this Agreement, the Customer may choose to enter into a new Curtailable Load Service Agreement pursuant to the terms and conditions of the Curtailable Rider or any successors thereto. The Customer acknowledges the Company's need for generation planning lead time and that the Company has depended upon the Customer to provide written notice in advance of termination of the Customer's obligation to remain a Curtailable Rider program participant.

9. This Agreement may be terminated if termination is required in order to comply with regulatory rulings.

ISSUED BY: S. W. Connally, Jr.

Effective: April 17, 2018

Section No. VII Original Sheet No. 7.68

### Form 30 (Continued)

10. The failure or delay by either party in exercising any rights or remedies, either provided herein or by law, shall not be deemed to constitute a waiver of any provisions hereof.

This Agreement supersedes all previous agreements or representations, either written, verbal, or 11. otherwise between the Company and the Customer, with respect to the matters contained herein and constitutes the entire agreement of the parties. This Agreement incorporates by reference the terms of the tariff filed with the FPSC by the Company, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

12. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this Agreement is assigned, which may be done provided that the assignee is qualified to take service under the Curtailable Rider, the Customer will notify the Company prior to the effective date of the assignment.

13. Any modifications to this Agreement must be approved, in writing, by the Company and the Customer.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an 14. original and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

IN WITNESS WHEREOF, the Customer and the Company have executed this Agreement the day and year first written above.

Charges and Terms Accepted:

**GULF POWER COMPANY** 

Customer Name

By:

Signature (Authorized Representative)

Title:

By: \_\_\_\_

(Signature)

(Print or type name)

(Print or type name)

Title:\_\_\_\_\_Attest: \_\_\_\_

ISSUED BY: S.W. Connally, Jr.

Effective: April 17, 2018

|                                                                                                                                                                                                | Section VII<br><u>Original Sheet No. 7.69</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ELECTRIC SERVICE AND ME                                                                                                                                                                        | TER SOCKET REQUIREMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| For                                                                                                                                                                                            | <u>m 31</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| APPLICANT Current Account No.                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| MAILING ADDRESS                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| CITY, ZIP CODE SERVICE ADDRESS/LEGAL DE                                                                                                                                                        | ESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| PHONE (WEEKDAYS)                                                                                                                                                                               | DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Gulf Power is pleased to advise that electric service                                                                                                                                          | e for your proposed w                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <u>be</u><br>available from our distribution facilities as shown or                                                                                                                            | n the sketch below. We understand you are requesting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                | items checked below and receipt by our representative of th                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                                                                                                                | edging your receipt, are required before Gulf Power Compar                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| provides electric service.                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Payment: • Construction/Temporary Ser                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| (Check or • Security Deposit for Constru                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| MoneyOrder) • Underground/Overhead Diffe                                                                                                                                                       | erential Charge for Permanent Service: \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Construction in Aid of Constr                                                                                                                                                                  | Line Extension                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Construction in Aid of Constr                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Construction in Aid of Constr                                                                                                                                                                  | ruction (CIAC): \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Construction in Aid of Constr                                                                                                                                                                  | ruction (CIAC): \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                | ruction (CIAC): \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Tree Trimming & Clearing: Feet                                                                                                                                                                 | ruction (CIAC): \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Tree Trimming & Clearing: Feet                                                                                                                                                                 | ruction (CIAC): \$ TOTAL: \$ Site Plan • Electrical Load Information/Plans.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Tree Trimming & Clearing: Feet                                                                                                                                                                 | ruction (CIAC): \$<br><u>TOTAL:</u> \$<br><u>Site Plan • Electrical Load Information/Plans.</u><br><u>Easement for Gulf Facilities/Legal Description of</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Tree Trimming & Clearing: Feet<br>Each Side of Proposed Line.<br>Installation of Meter Socket & Downpipe/<br>according to Gulf Specifications                                                  | ruction (CIAC): \$<br><u>TOTAL:</u> \$<br><u>Site Plan • Electrical Load Information/Plans.</u><br><u>Easement for Gulf Facilities/Legal Description of</u><br><u>Property</u><br><u>Contact Gulf_days before Certificate Weatherhead</u><br><u>of Occupancy concerning Application/Security</u>                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Tree Trimming & Clearing: Feet<br>Each Side of Proposed Line.<br>Installation of Meter Socket & Downpipe/<br>according to Gulf Specifications<br>(see checklist on reverse side of this sheet) | ruction (CIAC): \$<br><u>TOTAL:</u> \$<br><u>Site Plan • Electrical Load Information/Plans.</u><br><u>Easement for Gulf Facilities/Legal Description of</u><br><u>Property</u><br><u>Contact Gulf days before Certificate Weatherhead</u><br><u>of Occupancy concerning Application/Security</u><br><u>Deposit for permanent service.</u>                                                                                                                                                                                                                                                                                                                                                                                                    |
| Tree Trimming & Clearing: Feet<br>Each Side of Proposed Line.<br>Installation of Meter Socket & Downpipe/<br>according to Gulf Specifications                                                  | ruction (CIAC): \$<br><u>TOTAL:</u> \$<br><u>Site Plan • Electrical Load Information/Plans.</u><br><u>Easement for Gulf Facilities/Legal Description of</u><br><u>Property</u><br><u>Contact Gulf_days before Certificate Weatherhead</u><br><u>of Occupancy concerning Application/Security</u>                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Tree Trimming & Clearing:       Feet         Each Side of Proposed Line.                                                                                                                       | ruction (CIAC):       \$         TOTAL:       \$         Site Plan       Electrical Load Information/Plans.         Easement for Gulf Facilities/Legal Description of Property       Contact Gulf days before Certificate Weatherhead of Occupancy concerning Application/Security         Deposit for permanent service.       Final City/County Electrical Inspection                                                                                                                                                                                                                                                                                                                                                                      |
| Tree Trimming & Clearing:       Feet         Each Side of Proposed Line.                                                                                                                       | ruction (CIAC):       \$         TOTAL:       \$         Site Plan       Electrical Load Information/Plans.         Easement for Gulf Facilities/Legal Description of Property       Contact Gulf days before Certificate Weatherhead of Occupancy concerning Application/Security         Deposit for permanent service.       Final City/County Electrical Inspection         \$       Security Deposit is required                                                                                                                                                                                                                                                                                                                        |
| Tree Trimming & Clearing:       Feet         Each Side of Proposed Line.                                                                                                                       | ruction (CIAC):       \$         TOTAL:       \$         Site Plan       Electrical Load Information/Plans.         Easement for Gulf Facilities/Legal Description of Property       Contact Gulf days before Certificate Weatherhead of Occupancy concerning Application/Security         Deposit for permanent service.       Final City/County Electrical Inspection         \$       Security Deposit is required                                                                                                                                                                                                                                                                                                                        |
| Tree Trimming & Clearing:       Feet         Each Side of Proposed Line.                                                                                                                       | ruction (CIAC):       \$         TOTAL:       \$         Site Plan       Electrical Load Information/Plans.         Easement for Gulf Facilities/Legal Description of Property       Contact Gulf days before Certificate Weatherhead of Occupancy concerning Application/Security         Deposit for permanent service.       Final City/County Electrical Inspection         \$       Security Deposit is required                                                                                                                                                                                                                                                                                                                        |
| Tree Trimming & Clearing:       Feet         Each Side of Proposed Line.                                                                                                                       | ruction (CIAC):       \$         TOTAL:       \$         Site Plan       Electrical Load Information/Plans.         Easement for Gulf Facilities/Legal Description of Property       Contact Gulf days before Certificate Weatherhead of Occupancy concerning Application/Security         Deposit for permanent service.       Final City/County Electrical Inspection         \$       Security Deposit is required         d.       Other                                                                                                                                                                                                                                                                                                 |
| Tree Trimming & Clearing:       Feet         Each Side of Proposed Line.                                                                                                                       | ruction (CIAC):       \$         TOTAL:       \$         Site Plan       Electrical Load Information/Plans.         Easement for Gulf Facilities/Legal Description of Property       Contact Gulf days before Certificate Weatherhead of Occupancy concerning Application/Security         Deposit for permanent service.       Final City/County Electrical Inspection         \$       Security Deposit is required         d.       Other                                                                                                                                                                                                                                                                                                 |
| Tree Trimming & Clearing:       Feet         Each Side of Proposed Line.                                                                                                                       | ruction (CIAC):       \$         TOTAL:       \$         Site Plan       Electrical Load Information/Plans.         Easement for Gulf Facilities/Legal Description of Property       Contact Gulf days before Certificate Weatherhead of Occupancy concerning Application/Security         Deposit for permanent service.       Final City/County Electrical Inspection         \$       Security Deposit is required         d.       Other                                                                                                                                                                                                                                                                                                 |
| Tree Trimming & Clearing:       Feet         Each Side of Proposed Line.                                                                                                                       | ruction (CIAC): \$<br>TOTAL: \$<br>Site Plan • Electrical Load Information/Plans.<br>Easement for Gulf Facilities/Legal Description of<br>Property<br>Contact Gulf days before Certificate Weatherhead<br>of Occupancy concerning Application/Security<br>Deposit for permanent service.<br>Final City/County Electrical Inspection<br>\$<br>Security Deposit is required<br>d.<br>Other<br>gurations                                                                                                                                                                                                                                                                                                                                        |
| Tree Trimming & Clearing:       Feet         Each Side of Proposed Line.                                                                                                                       | ruction (CIAC):       \$         TOTAL:         Site Plan       Electrical Load Information/Plans.         Easement for Gulf Facilities/Legal Description of Property       Contact Gulf days before Certificate Weatherhead of Occupancy concerning Application/Security         Deposit for permanent service.       Final City/County Electrical Inspection         \$       Security Deposit is required         1.       Other         gurations       It is to be 12 feet above grade. For underground service                                                                                                                                                                                                                         |
| Tree Trimming & Clearing:       Feet         Each Side of Proposed Line.                                                                                                                       | ruction (CIAC):       \$         TOTAL:         Site Plan       Electrical Load Information/Plans.         Easement for Gulf Facilities/Legal Description of Property       Contact Gulf days before Certificate Weatherhead of Occupancy concerning Application/Security         Deposit for permanent service.       Final City/County Electrical Inspection         \$       Security Deposit is required         d.       Other         gurations       Int is to be 12 feet above grade. For underground service         36 inches). Gulf specifications and requirements must pon timely completion of the above required items a                                                                                                      |
| Tree Trimming & Clearing:       Feet         Each Side of Proposed Line.                                                                                                                       | ruction (CIAC):       \$         TOTAL:         Site Plan       Electrical Load Information/Plans.         Easement for Gulf Facilities/Legal Description of Property       Contact Gulf days before Certificate Weatherhead of Occupancy concerning Application/Security         Deposit for permanent service.       Final City/County Electrical Inspection         \$       Security Deposit is required         1.       Other         gurations       It is to be 12 feet above grade. For underground servic 36 inches). Gulf specifications and requirements must pon timely completion of the above required items a , service may be provided approximately the week of or                                                         |
| Tree Trimming & Clearing:       Feet         Each Side of Proposed Line.                                                                                                                       | ruction (CIAC):       \$         TOTAL:         Site Plan       Electrical Load Information/Plans.         Easement for Gulf Facilities/Legal Description of Property       Contact Gulf days before Certificate Weatherhead of Occupancy concerning Application/Security         Deposit for permanent service.       Final City/County Electrical Inspection         \$       Security Deposit is required         d.       Other         gurations       It is to be 12 feet above grade. For underground servic 36 inches). Gulf specifications and requirements must pon timely completion of the above required items a , service may be provided approximately the week of or a requested, failure to comply with above requirements, |
| Tree Trimming & Clearing:       Feet         Each Side of Proposed Line.                                                                                                                       | ruction (CIAC):       \$         TOTAL:         Site Plan       Electrical Load Information/Plans.         Easement for Gulf Facilities/Legal Description of Property       Contact Gulf days before Certificate Weatherhead of Occupancy concerning Application/Security         Deposit for permanent service.       Final City/County Electrical Inspection         \$       Security Deposit is required         d.       Other         gurations       It is to be 12 feet above grade. For underground servic 36 inches). Gulf specifications and requirements must pon timely completion of the above required items a , service may be provided approximately the week of or a requested, failure to comply with above requirements, |
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#### RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT Form 32

THIS Residential Optional Supplemental Power Services Agreement ("Agreement") is made and entered into this dayof,20by and between, having a primary residence located at

(hereafter, the "Customer") and GULF Power, a Florida corporation, having offices XXXX (hereafter "Company")(each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to the Optional Supplemental Power Services Rider, Rate Schedule OSP-1, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW"), for the purpose of providing an alternative source of power supply and/or power conditioning service in the event Customer's normal electric supply is disrupted (hereafter the "Service") at the Customer residential property located at (hereafter the "Residential Property").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

- 1. Effective Date. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.
- 2. Term of Agreement. The term of this Agreement will commence on the Effective Date and will continue for years following the Residential Operation Date as defined in Section 4(a) below (the "Term").
- 3. Scope of Services. Company will design, procure, install, own, operate, and provide maintenance to all alternative sources of power supply and/or power conditioning equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer.
- 4. **Design and Installation**. Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.
  - (a) Residential Operation. Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for operation, with the date of such notice being the "Residential Operation Date".
  - (b) Commencement of Monthly Service Payment Upon Residential Operation Date. Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Residential Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

**Equipment Maintenance;** Alterations. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, alter or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

ISSUED BY: Tiffany Cohen

#### Form 32 (Continued)

#### 5. Customer Payments.

- (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.
- (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due. Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.
- 6. Customer Credit Requirements. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in the Company's Electric Tariff for the surety bond s heets of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.
- 7. Right of Access. Customer hereby grants Company an access easement on the Residential Property sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Residential Property to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access").
- 8. Company Operation and Testing of Equipment. The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.
- 9. Customer Responsibilities. Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Residential Property in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Residential Property. The Customer shall be obligated, at its sole expense, to keep the Residential Property free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.

ISSUED BY: Tiffany Cohen

Section No. VII Original Sheet No. 7.72

## Form 32 (Continued)

10. Permits and Regulatory Requirements. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

#### 11. Title and Risk of Loss.

- (a) Title. The Customer agrees that Equipment installed at the Residential Property is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Residential Property and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Residential Property.
- (b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.
- (c) Risk of Loss to Equipment (Customer Responsibility). CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE RESIDENTIAL PROPERTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY A "CUSTOMER CASUALTY"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.
- (d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(iii) <u>Customer fails to perform or observe any other covenant, term or condition under the Agreement and</u> such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Residential Property; (v) Customer enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vi) any representation or warranty made by Customer or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (vii) Customer removes or allows a third party to remove, any portion of the Equipment from the ResidentialProperty.

ISSUED BY: Tiffany Cohen

Section No. VII Original Sheet No. 7.73

## Form 32 (Continued)

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Residential Property (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

- (d) Expiration of Agreement. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.
- (e) Customer Purchase Option. Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus

ISSUED BY: Tiffany Cohen

Section No. VII Original Sheet No. 7.74

## Form 32 (Continued)

(ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered maintenance costs expended by Company prior to the effective date of termination, minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such purchase option will expire and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).

#### 13. Warranty and Representations.

- (a) Company's Disclaimer of Express and/or Implied Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COM PANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANT ABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE RESIDENTIAL PROPERTY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.
- (b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Residential Property at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Residential Property will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Residential Property is accurate and complete; and (iv) Customer holds sole and exclusive title to the Residential Property or has the sole and exclusive right of possession of the Residential Property for the Term.
- 14. LIMITATIONS OF LIABILITY.
  - (a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.
  - (b) SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

ISSUED BY: Tiffany Cohen

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## Form 32 (Continued)

#### (c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c). Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.

#### Agreed and accepted by Customer: (Initials)

- 15. Force Majeure. Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Residential Property or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.
- 16. **Confidentiality**. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Company or otherwise, which is disclosed to Customer. Confidential Information shall not be used for any purpose other than for purposes of this Agreement and shall not be disclosed without the prior written consent of Company.

#### 17. Insurance and Indemnity.

- (a) Insurance to Be Maintained by the Company. At any time that the Company is performing Services under this Agreement at the Customer Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance.
- (b) Insurance to Be Maintained by the Customer. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowners property insurance policy with minimum limits equal to the value of the Residential Property and homeowners liability insurance policy with minimum limits of Three Hundred Thousand (\$300,000.00) Dollars.
- (c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.
- 18. Non-Waiver. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

ISSUED BY: <u>Tiffany Cohen</u>

Section No. VII Original Sheet No. 7.76

## Form 32 (Continued)

- 19. Assignment. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company. This Agreement is free of any restrictions that would prevent the Customer from freely transferring the Residential Property. Company will not prohibit the sale, conveyance or refinancing of the Residential Property. Company may choose to file in the real estate records one or more precautionary UCC financing statements or fixture filings (collectively "Fixture Filing") that preserves their rights in the Equipment. The Fixture Filing is intended only to give notice of its rights relating to the Equipment and is not a lien or encumbrance against the Residential Property. Company shall explain the Fixture Filing to any subsequent purchasers of the Residential Property and any related lenders as requested. Company shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Residential Property.
- 20. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Escambia County, Florida or the United States District Court for the Northern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- 21. Modification. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.
- 22. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ISSUED BY: Tiffany Cohen

Section No. VII Original Sheet No. 7.77

## Form 32 (Continued)

- 23. Survival. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.
- 24. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand- delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement and with respect to Company, sent to the attention of . Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.
- 25. Further Assurances. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.
- 26. Entire Agreement. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

| Customer                 | GULF Power                               |
|--------------------------|------------------------------------------|
| <u>By:</u>               | By:                                      |
| (Signature)              | (Signature of Authorized Representative) |
| (Print or Type Name)     | (Print or Type Name)                     |
| Date:                    | <u>Title:</u>                            |
| <u>Customer</u>          |                                          |
| <u>By:</u> (Signature)   | _                                        |
| (Print or Type Name)     |                                          |
| Date:                    |                                          |
| ISSUED BY: Tiffany Cohen | EFFECTIVE:                               |

Section No. VII Original Sheet No. 7.78

## NON-RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT

## FORM 33

| THIS Non-Residential Optional Supplemental Power Services Agreement ("Agreement") is made and entered into this da                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| of, 20 by and between, a, having its principal office a, hereafter, the "Customer") and Gulf Power Company, a Florida corporation, having offices a                                                                                                        |
| (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service                                                                                                                                                                         |
| (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Servic                                                                                                                          |
| Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Optional Supplemental Power Service                                                                                                                               |
| Rider, Rate Schedule OSP-1, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the General Rule                                                                                                                                   |
| and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemente                                                                                                                                  |
| (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the                                                                                                                        |
| Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.                                                                                                               |
|                                                                                                                                                                                                                                                            |
| WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statemer                                                                                                                                       |
| of Work ("SOW") for the purpose of providing an alternative source of power supply and/or power conditioning service in the even                                                                                                                           |
| Customer's normal electric supply is disrupted (hereafter the "Service"), at the Customer facility located at                                                                                                                                              |
| (hereafter the "Facility").                                                                                                                                                                                                                                |
| NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following term                                                                                                                                         |
| and conditions in this Agreement:                                                                                                                                                                                                                          |
| 1. Effective Date. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"                                                                                                                                           |
| evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric                                                                                                                                       |
| Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provisio                                                                                                                                        |
| of the Service.                                                                                                                                                                                                                                            |
|                                                                                                                                                                                                                                                            |
| <u>2.</u> Term of Agreement. The term of this Agreement will commence on the Effective Date and will continue for year following the Commercial Operation Date as defined in Section 4(a) below (the "Term").                                              |
|                                                                                                                                                                                                                                                            |
| 3. Scope of Services. Company will design, procure, install, own, operate and provide maintenance to all alternativ                                                                                                                                        |
| sources of power supply and/or power conditioning equipment ("Equipment") to furnish the Service as more specifical                                                                                                                                        |
| described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be                                                                                                                                            |
| fixture or otherwise part of the Facility, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the excidence of doubt, it is the Partice' intent that this Agreement (i) is far the Company's previous |
| in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment be     |
| Company to Customer.                                                                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                            |
| 4. Design and Installation. Company will design, procure, and install the Equipment pursuant to the requirements of the                                                                                                                                    |
| SOW.                                                                                                                                                                                                                                                       |
| (a) Commercial Operation. Upon completion of the installation of the applicable Equipment in accordance with th                                                                                                                                            |
| requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for                                                                                                                                                        |
| commercial operation, with the date of such notice being the "Commercial Operation Date".                                                                                                                                                                  |
| (b) Commencement of Monthly Service Payment Upon Commercial Operation Date. Customer's obligation to pa                                                                                                                                                    |
| the applicable Customer's monthly Service payment, plus applicable fuel charges and taxes due from Custome                                                                                                                                                 |
| pursuant to Section 6 (Customer Payments), shall begin on the Commercial Operation Date and shall be du                                                                                                                                                    |
| and payable by Customer pursuant to the General Rules and Regulations for Electric Service.                                                                                                                                                                |
| 5. Equipment Maintenance; Alterations. During the Term, Company shall provide maintenance to the applicable                                                                                                                                                |
| Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company whe                                                                                                                                             |
| Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect an                                                                                                                                              |
| repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoid                                                                                                                                           |
| Customer for repairs that are the Customer's financial responsibility under Section 12(c), due and payable by Customer                                                                                                                                     |
| within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move                                                                                                                                       |
| modify, remove, adjust, alter or change in any material                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                            |
|                                                                                                                                                                                                                                                            |
|                                                                                                                                                                                                                                                            |
| ISSUED BY: <u>Tiffany Cohen</u> EFFECTIVE:                                                                                                                                                                                                                 |

## Form 33 (Continued)

6. way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

#### 7. Customer Payments.

**GULF POWER COMPANY** 

- (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Any monthly fuel charges specified in the SOW will be in addition to the Monthly Service Payment. Monthly fuel charges, if applicable, will be recalculated annually by Company in accordance with the Rider, and such recalculated monthly fuel charges shall be effective upon written notice to Customer. Applicable taxes will also be included in or added to the Monthly Service Payment and any fuel charges. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.
- (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due. Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the proceeding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.
- Customer Credit Requirements. At the discretion of the Company and subject to the confidentiality obligations set forth 8. in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in the Company's Electric Tariff for the surety bond and sheets of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.
- 9. Grant of Easement to Company. Customer hereby grants Company an access easement to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event

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Section No. VII Original Sheet No. 7.80

## Form 33 (Continued)

- 10. creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations and provide Customer with an applicable easement form for Customer's approval and signature. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Upon receiving the signed easement form and any associated mortgage subordinations, the Company shall record Company's easement rights in the public records of the County where the Facility is located. All such costs related thereto shall be the included as part of calculating the Customer's Monthly Service Payment. Failure to provide the above requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service.
- 11. Company Operation and Testing of Equipment. The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.
- 12. Customer Responsibilities. Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Facility in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Facility. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.
- 13. Permits and Regulatory Requirements. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.
- 14. Title and Risk of Loss.
  - (a) Title. The Customer agrees that Equipment installed at the Facility is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility.
  - (b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.

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Section No. VII Original Sheet No. 7.81

## Form 33 (Continued)

- (c) Risk of Loss to Equipment (Customer Responsibility). CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER CASUALTY"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.
- (d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

#### 15. Expiration or Termination of Agreement.

- (a) Early Termination for Convenience by Customer. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment.
  - (b) Early Termination by Company for Convenience or by Company Due to Change in Law . The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change

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## Form 33 (Continued)

in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either: (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (D) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, minus (E) any cash security held by the Company under this Agreement; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

- (c) Early Termination of Agreement for Cause. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.
  - <u>i.</u> Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.
  - ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.
- (c)(d) Expiration of Agreement. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments, fuel charges and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company

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Section No. VII Original Sheet No.7.83

## Form 33 (Continued)

remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt,

Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.

- (e) Customer Purchase Option. Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus (ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination; minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).
- (f) Termination of Easements. Following expiration or termination of this Agreement and satisfaction of all Customer obligations under this Section 13, Company shall provide Customer with a release of Easements in a form mutually agreed upon between the Parties.
- 16. Warranty and Representations.

(a) Company's Disclaimer of Express and/or Implied Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.

(a)(b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such easement rights.

ISSUED BY: Tiffany Cohen

Section No. VII Original Sheet No. 7.84

## Form 33 (Continued)

### 17. LIMITATIONS OF LIABILITY.

- (a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.
- (b) SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.
- (c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c).

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.

Agreed and accepted by Customer: \_\_\_\_(Initials)

- 18. Force Majeure. Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.
- 2.19. Confidentiality. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

ISSUED BY: Tiffany Cohen

Section No. VII Original Sheet No.7.85

## Form 33 (Continued)

#### 20. Insurance and Indemnity.

- (a) Insurance to Be Maintained by the Company.
  - <u>At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million (\$1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (ii) umbrella liability policy with minimum limits of Two Million (\$2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million (\$1,000,000.00) Dollars per accident, by disease and per policy and per employee.
    </u>
  - ii. Upon the request of Customer, the Company shall provide the Customer with insurance certificates which provide evidence of the insurance coverage under this Agreement.
  - iii. Notwithstanding any other requirement set forth in this Section 18(a), Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance. In the event Company self-insures any of the above required coverages, Company will provide Customer with a letter of self-insurance upon written request by Customer.
- (b) Insurance to Be Maintained by the Customer.
  - i. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence for Million (\$1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million (\$2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million (\$1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subrogation in favor of Company.
  - ii. In the event Customer is subject to Section 728.28 Florida Statute, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand (\$200,000.00) Dollars per person and Three Hundred Thousand (\$300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statute. Coverage shall also include Employers' Liability coverage with limits of One Million (\$1,000,000.00) Dollars per accident.
- (c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

**3.21.Non-Waiver.** The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

ISSUED BY: Tiffany Cohen

Section No. VII Original Sheet No. 7.86

## Form 33 (Continued)

**4.22. Assignment.** Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement\_including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or, this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company.

- 5-23. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this A greement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- 24. Modification. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.
- 25. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 26. Survival. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.
- 27. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement, and with respect to Company, sent to the attention of \_\_\_\_\_\_. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.
- **6-28. Further Assurances.** Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

ISSUED BY: Tiffany Cohen

| Section No. VII         |
|-------------------------|
| Original Sheet No. 7.87 |

## Form 33 (Continued)

**7.29. Governmental Entities.** For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.

30. Entire Agreement. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

| IN WITNESS WHEREOF,           | the Parties    | hereby | caused | this / | Agreement | to be | e executed b | y their | duly | authorized | represer | ntatives, |
|-------------------------------|----------------|--------|--------|--------|-----------|-------|--------------|---------|------|------------|----------|-----------|
| effective as of the Effective | <u>e Date.</u> |        |        |        | -         |       |              | -       |      |            |          |           |

| Customer                                 | Gulf Power Company                       |
|------------------------------------------|------------------------------------------|
|                                          |                                          |
| By:                                      | By:                                      |
| (Signature of Authorized Representative) | (Signature of Authorized Representative) |
|                                          |                                          |
| (Print or Type Name)                     | (Print or Type Name)                     |
| Title:                                   | Title:                                   |

Date:

Date:

**ISSUED BY: Tiffany Cohen** 

**GULF POWER COMPANY** 

## Existing Facility Economic Development Rider - EFEDR Service Agreement Form 34

New Load established in General Service or Industrial space that has been vacant for more than six months:

CUSTOMER NAME

ADDRESS

TYPE OF BUSINESS

The Customer hereto agrees as follows:

1. Establish service in a currently vacant building or other facility and create additional load of at least 350 kW of measured demand full-time jobs.

2. That the quantity of new or expanded load shall be kW of Demand.

- 3. The nature of this new or expanded load is
- 4. The general service/industrial space of the new load has been vacant for more than six months.
- 5. That the customer load will be served with existing facilities or that customer has paid, or agrees to pay, any contributions in aid of construction or guarantees for any additional facilities that may be required.
- 6. To initiate service under this Rider on
   , and terminate service under this Rider on

   ,
   . This shall constitute a period of five years.
- <u>7.</u> To provide verification that the availability for this Rider is a significant factor in the Customer's location / expansion decision.
- If a change in ownership occurs after the Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EFEDR and continue the schedule of the credits.
- 9. To provide verification that there is no affiliation with the prior occupant.

Signed:

Date:

Accepted by:

Date:

Title:

ISSUED BY: <u>Tiffany Cohen</u>

| E                                                                                                                                                                                                                                                                                                   | ASEMENT<br>Form 35                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                     | [                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                                                                                                                                                                                                                     | EASEMENT<br>(INDIVIDUAL)<br>This Instrument Prepared By                                                                                                                                                                                                                                                                                                                            |
| <u>Sec. , Twp , Rge E</u>                                                                                                                                                                                                                                                                           | Name:                                                                                                                                                                                                                                                                                                                                                                              |
| Parcel I.D. #                                                                                                                                                                                                                                                                                       | Co. Name:                                                                                                                                                                                                                                                                                                                                                                          |
| (Maintained by County Appraiser)                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                     | Address:                                                                                                                                                                                                                                                                                                                                                                           |
| the adequacy and receipt of which is hereby<br>affiliates, licensees, agents, successors, and<br>construction, operation and maintenance of<br>wires, poles, guys, cables, conduits and appr                                                                                                        | ment of \$1.00 and other good and valuable considera<br>acknowledged, grant and give to Gulf Power Company<br>assigns ("Gulf"), a non-exclusive easement forever for<br>overhead and underground electric utility facilities (inclu<br>rtenant equipment) to be installed from time to time; wit<br>change the voltage as well as the size of, and remove s<br>scribed as follows: |
| the adequacy and receipt of which is hereby<br>affiliates, licensees, agents, successors, and<br>construction, operation and maintenance of<br>wires, poles, guys, cables, conduits and appr<br>right to reconstruct, improve, add to, enlarge,                                                     | acknowledged, grant and give to Gulf Power Company<br>assigns ("Gulf"), a non-exclusive easement forever for<br>overhead and underground electric utility facilities (inclu<br>rtenant equipment) to be installed from time to time; wit<br>change the voltage as well as the size of, and removes                                                                                 |
| the adequacy and receipt of which is hereby<br>affiliates, licensees, agents, successors, and<br>construction, operation and maintenance of<br>wires, poles, guys, cables, conduits and appu-<br>right to reconstruct, improve, add to, enlarge,<br>facilities or any of them within an easement de | acknowledged, grant and give to Gulf Power Compan-<br>assigns ("Gulf"), a non-exclusive easement forever for<br>overhead and underground electric utility facilities (inclu-<br>rtenant equipment) to be installed from time to time; with<br>change the voltage as well as the size of, and remove a<br>scribed as follows:                                                       |

| GULF POWER COMPANY                                                   |                                    |                                         |
|----------------------------------------------------------------------|------------------------------------|-----------------------------------------|
|                                                                      |                                    | ection No. VII<br>iginal Sheet No. 7.90 |
| Form 35 Cor                                                          | <u>itinued</u>                     |                                         |
| IN WITNESS WHEREOF, the undersigned has signed a                     | nd sealed this instrument on       | , -                                     |
| Signed, sealed and delivered in the presence of:                     |                                    |                                         |
|                                                                      | By                                 |                                         |
| Print Name:                                                          |                                    |                                         |
| (Witness' Signature)                                                 |                                    |                                         |
| Print Name:<br>(Witness)                                             | Print Address:                     |                                         |
| · · ·                                                                | By:                                |                                         |
| (Witness' Signature)                                                 |                                    |                                         |
| Print Name:                                                          | Print Name:                        |                                         |
| (Witness)                                                            |                                    |                                         |
|                                                                      | Print Adrress:                     |                                         |
|                                                                      |                                    |                                         |
| STATE OF FLORIDA                                                     |                                    |                                         |
|                                                                      |                                    |                                         |
| The foregoing instrument was acknowledged before me this             |                                    |                                         |
| , and<br>_ has (have) produced                                       |                                    |                                         |
| presence or [] online notarization, and who did (did not) take an oa |                                    |                                         |
| And                                                                  |                                    |                                         |
| Sworn to (or affirmed) and subscribed before me by means of $\Box$ p | hysical presence or 🗆 online notai | ization, this day of                    |
| , , by                                                               |                                    |                                         |
|                                                                      |                                    |                                         |
|                                                                      | Notary Public, State               | of Florida                              |
|                                                                      |                                    |                                         |
|                                                                      | Print Name of Notary               | <u>Public</u>                           |
|                                                                      | ~ · · · · ·                        |                                         |
| My Commission Expires:                                               | Commission Number                  |                                         |
|                                                                      |                                    |                                         |
|                                                                      |                                    |                                         |
|                                                                      |                                    |                                         |
|                                                                      |                                    |                                         |
| ISSUED BY: <u>Tiffany Cohen</u>                                      | EFFECTIVE:                         |                                         |
|                                                                      |                                    |                                         |
|                                                                      |                                    |                                         |

#### Form 35 Continued

|                                                   | UNDERGROUND EASEMENT<br>(INDIVIDUAL)<br>This Instrument Prepared By |
|---------------------------------------------------|---------------------------------------------------------------------|
| Sec. , Twp , Rge E                                | Name:                                                               |
| Parcel I.D. #<br>(Maintained by County Appraiser) | <u>Co. Name:</u>                                                    |
|                                                   | Address:                                                            |

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Gulf Power Company, its affiliates, licensees, agents, successors, and assigns ("Gulf"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

[ Reserved for Circuit Court ]

See Exhibit "A" (Easement Area").

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

ISSUED BY: <u>Tiffany Cohen</u>

Section No. VII Original Sheet No. 7.92

| Form 35 Co                                                           | ntinued                                                 |
|----------------------------------------------------------------------|---------------------------------------------------------|
| IN WITNESS WHEREOF, the undersigned has signed                       | and sealed this instrument on,                          |
| Signed, sealed and delivered in the presence of:                     |                                                         |
| Drint Name                                                           | Ву                                                      |
| Print Name:<br>(Witness' Signature)                                  |                                                         |
| Print Name:                                                          | Print Address:                                          |
| <u>(Witness)</u>                                                     | Dire                                                    |
| (Witness' Signature)                                                 | <u>By:</u>                                              |
| Print Name:                                                          | Print Name:                                             |
| (Witness)                                                            |                                                         |
|                                                                      | Print Address:                                          |
|                                                                      |                                                         |
| STATE OF FLORIDA<br>COUNTY OF                                        |                                                         |
| The foregoing instrument was acknowledged before me this             | day of by                                               |
| , and                                                                |                                                         |
| _ has (have) produced                                                | as identification or by means of [] physical            |
| presence or [] online notarization, and who did (did not) take an or | ath.                                                    |
| And<br>Sworn to (or affirmed) and subscribed before me by means of   | ohvsical presence or □ online notarization, this day of |
| , by                                                                 |                                                         |
|                                                                      | Notary Public, State of Florida                         |
|                                                                      | Notary Fublic, State of Florida                         |
|                                                                      | Print Name of Notary Public                             |
|                                                                      |                                                         |
| My Commission Expires:                                               | Commission Number                                       |
|                                                                      |                                                         |
|                                                                      |                                                         |
|                                                                      |                                                         |
|                                                                      |                                                         |
| ISSUED BY: <u>Tiffany Cohen</u>                                      | EFFECTIVE:                                              |
|                                                                      |                                                         |

Section VII Original Sheet No. 7.93

### Form 35 Continued

|                                                   | EASEMENT<br>(BUSINESS)<br>This Instrument Prepared By |
|---------------------------------------------------|-------------------------------------------------------|
| Sec. , Twp , Rge E                                | Name:                                                 |
| Parcel I.D. #<br>(Maintained by County Appraiser) | <u>Co. Name:</u>                                      |
|                                                   | Address:                                              |

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Gulf Power Company, its affiliates, licensees, agents, successors, and assigns ("Gulf"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

<u>See Exhibit "A" ("EasementArea")</u>

Reserved for Circuit Court ]

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

ISSUED BY: Tiffany Cohen

| GULF POWER COMPANY                                                      |                                      |                                               |
|-------------------------------------------------------------------------|--------------------------------------|-----------------------------------------------|
|                                                                         | Section VII                          |                                               |
|                                                                         | Original She                         | et No. 7.94                                   |
| Form 35 Con                                                             | tinued                               |                                               |
|                                                                         |                                      |                                               |
|                                                                         |                                      |                                               |
|                                                                         |                                      |                                               |
| IN WITNESS WHEREOF, the undersigned has signed and se                   | aled this instrument on              | <u>,                                     </u> |
| Signed, sealed and delivered in the presence of:                        |                                      |                                               |
|                                                                         | <u>By:</u>                           |                                               |
| (Witness' Signature)                                                    | Print Name:                          |                                               |
| <u></u>                                                                 |                                      |                                               |
| Print Name                                                              | Print Address:                       |                                               |
| <u>(Witness)</u>                                                        |                                      |                                               |
|                                                                         | By:                                  |                                               |
| <u>(Witness' Signature)</u>                                             | Print Name:                          |                                               |
| Print Name_                                                             | Print Address:                       |                                               |
| (Witness)                                                               |                                      |                                               |
|                                                                         |                                      |                                               |
|                                                                         |                                      |                                               |
|                                                                         |                                      |                                               |
| STATE OF FLORIDA<br>COUNTY OF                                           |                                      |                                               |
| The foregoing instrument was acknowledged before me this                | <u>day of</u> .                      | , by                                          |
| , and                                                                   | , ⊔ who is (are) pers                | onally known to me or                         |
| <u> has (have) produced</u>                                             |                                      | ns of [] physical                             |
| presence or [] online notarization, and who did (did not) take an oat   | <u>h.</u>                            |                                               |
| And<br>Sworn to (or affirmed) and subscribed before me by means of □ pl | vicinal processo or 🗆 oplino potorio | ration this day of                            |
| , , , by                                                                |                                      |                                               |
| <u>, , , , , , , , , , , , , , , , , , , </u>                           |                                      |                                               |
|                                                                         |                                      |                                               |
| NOTARY P                                                                | UBLIC                                | _                                             |
| My Commis                                                               | sion Expires:                        |                                               |
|                                                                         |                                      |                                               |
|                                                                         |                                      |                                               |
|                                                                         |                                      |                                               |
|                                                                         |                                      |                                               |
|                                                                         |                                      |                                               |
| ISSUED BY: <u>Tiffany Cohen</u> E                                       | FFECTIVE:                            |                                               |
|                                                                         |                                      |                                               |

|                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                             | Section VII<br><u>Original Sheet No. 7.95</u>                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                       | Form 35 Continued                                                                                                                                                           | г 1                                                                                                                                                 |
|                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                             | ·                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                       | UNDERGROUND EASEMENT<br>(BUSINESS)<br>This Instrument Prepared By                                                                                                           |                                                                                                                                                     |
| Sec. , Twp , Rge E _                                                                                                                                                                                                                                                                                  | Name:                                                                                                                                                                       |                                                                                                                                                     |
| Parcel I.D. #<br>(Maintained by County Appraiser)                                                                                                                                                                                                                                                     | <u>Co. Name:</u>                                                                                                                                                            |                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                       | Address:                                                                                                                                                                    |                                                                                                                                                     |
| The undersigned, in consideration of the payn<br>receipt of which is hereby acknowledged,<br>successors, and assigns ("Gulf"), a non-excl<br>underground electric utility facilities (including<br>equipment) to be installed from time to time; y<br>well as the size of, and remove such facilities | grant and give to Gulf Power Compan<br>usive easement forever for the construction<br>cables, conduits, appurtenant equipmer<br>with the right to reconstruct, improve, add | y, its affiliates, licensees, agents,<br>on, operation and maintenance of<br>nt, and appurtenant above-ground<br>to, enlarge, change the voltage as |

[ Reserved for Circuit Court ]

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

**ISSUED BY:** Tiffany Cohen

### GULF POWER COMPANY

| Form 35 Continued |
|-------------------|
|-------------------|

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on

Signed, sealed and delivered in the presence of:

|  | (Witness' | Signature) |
|--|-----------|------------|
|--|-----------|------------|

Print Name:

<u>(Witness)</u>

Print Name:

(Witness' Signature)

Print Name

(Witness)

| -     |         |    |  |
|-------|---------|----|--|
| Print | Name:   |    |  |
| Print | Address | 51 |  |
|       |         |    |  |
|       |         |    |  |
|       |         |    |  |

Print Address:

Print Name:

By:

By:

| STATE OF FLORIDA |
|------------------|
| COUNTY OF        |

| The foregoing instrument was acknowledged before me this | day of | , , by                       |
|----------------------------------------------------------|--------|------------------------------|
| , and                                                    | ,      | (are) personally known to me |

or \_\_ has (have) produced \_\_\_\_\_\_as identification or by means of [] physical

presence or [] online notarization, and who did (did not) take an oath.

<u>And</u>

Sworn to (or affirmed) and subscribed before me by means of 
physical presence or 
online notarization, this day of
, by
.

NOTARY PUBLIC

My Commission Expires:

ISSUED BY: Tiffany Cohen

Section VII <u>Original Sheet No. 7.97</u>

#### **GULF POWER COMPANY**

#### FORM 36 BUSINESS INCENTIVE RIDER Service Agreement (SBIR, MBIR & LBIR)

CUSTOMER NAME

**EMAIL** 

ADDRESS

TYPE OF BUSINESS

### Type of Customer (check one)

□ New □ Expansion

### **Power Projections under the BIR**

| Anticipated Power Service            | Start Date     |               |               |               |               |               |
|--------------------------------------|----------------|---------------|---------------|---------------|---------------|---------------|
|                                      | <u>Current</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> |
| <u>Maximum Annual</u><br>Demand (kW) |                |               |               |               |               |               |
| Annual Load Factor (%)               |                |               |               |               |               |               |

### **Employment and Capital Investment Projections under the BIR**

| Current Number of Full-time Employees (if expansion) |               |               |               |               |               |
|------------------------------------------------------|---------------|---------------|---------------|---------------|---------------|
|                                                      | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> |
| Full-time Employment<br>(at end of each year)        |               |               |               |               |               |
| Projected Incremental<br>Capital Investment          |               |               |               |               |               |

ISSUED BY: Tiffany Cohen

Section VII Original Sheet No. 7.98

## (Continued Form 36)

The Customer hereto agrees as follows:

<u>1. To create</u> full time jobs.

2. That the quantity of new or expanded load shall be KW of Demand.

3. The nature of this new or expanded load is

4. To initiate service under this Rider on , and terminate

service under this Rider on , . . . . This shall constitute a period

of five years.

5. In case of early termination, the Customer must pay Gulf Power Company the

difference between the otherwise applicable rate and the payments made, up to that point in time, plus interest.

6. To provide verification that the availability for this Rider is a significant factor in the Customer's location/expansion decision.

7. If a change in ownership occurs after the Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EDR and continue the schedule of credits.

8. That the amount of capital investment associated with this new or expanded facility shall at least include within the first year of service.

Signed:

Title:

Accepted by:

GULF POWER COMPANY Date:

\_\_\_\_\_

Date:

**ISSUED BY: Tiffany Cohen** 

GULF POWER COMPANY

Section VII Original Sheet No. 7.99

| <u>FORM 36</u>            |             |
|---------------------------|-------------|
| <b>BUSINESS INCENTIVE</b> | RIDER       |
| Service Agreement (XI     | <u>BIR)</u> |

CUSTOMER NAME

<u>EMAIL</u>

ADDRESS

TYPE OF BUSINESS

# Type of Customer (check one)

□ New □ Expansion

### **Power Projections under the BIR**

| Anticipated Power Service Start | Date           |               |               |               |               |                |
|---------------------------------|----------------|---------------|---------------|---------------|---------------|----------------|
|                                 | <u>Current</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u>  |
| Maximum Annual Demand<br>(kW)   |                |               |               |               |               |                |
| Annual Load Factor (%)          |                |               |               |               |               |                |
|                                 |                | <u>Year 6</u> | <u>Year 7</u> | <u>Year 8</u> | <u>Year 9</u> | <u>Year 10</u> |
| Maximum Annual Demand<br>(kW)   |                |               |               |               |               |                |
| Annual Load Factor (%)          |                |               |               |               |               |                |

### Employment and Capital Investment Projections under the BIR

| Current Number of Full-time Employees (if expansion) |               |               |               |               |                |
|------------------------------------------------------|---------------|---------------|---------------|---------------|----------------|
|                                                      | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | Year 4        | <u>Year 5</u>  |
| Full-time Employment<br>(at end of each year)        |               |               |               |               |                |
| Projected Incremental<br>Capital Investment          |               |               |               |               |                |
|                                                      | <u>Year 6</u> | <u>Year 7</u> | <u>Year 8</u> | <u>Year 9</u> | <u>Year 10</u> |
| Full-time Employment<br>(at end of each year)        |               |               |               |               |                |
| Projected Incremental<br>Capital Investment          |               |               |               |               |                |

ISSUED BY: <u>Tiffany Cohen</u>

Section VII Original Sheet No. 8.00

## (Continued from Form 36)

The Customer hereto agrees as follows:

I. <u>To create</u> full time jobs.

2. That the quantity of new or expanded load shall be KW of Demand.

3. The nature of this new or expanded load is \_\_\_\_\_

4. To initiate service under this Rider on , and terminate service under

this Rider on , . . This shall constitute a period of five years.

5. <u>In case of early termination, the Customer must pay Gulf Power Company the difference between</u> the otherwise applicable rate and the payments made, up to that point in time, plus interest.

6. <u>To provide verification that the availability for this Rider is a significant factor in the Customer's</u> location/expansion decision.

7. If a change in ownership occurs after the Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EDR and continue the schedule of credits.

8. That the amount of capital investment associated with this new or expanded facility shall at least include within the first year of service.

| Signed:                  | Accepted by:          |  |  |  |
|--------------------------|-----------------------|--|--|--|
|                          | GULF POWER<br>COMPANY |  |  |  |
| <u>Title:</u>            | Date:<br>             |  |  |  |
| Date:                    | -                     |  |  |  |
| ISSUED BY: Tiffany Cohen | EFFECTIVE:            |  |  |  |

| GULF | POWER | COMP | ANY |
|------|-------|------|-----|
|------|-------|------|-----|

| GULF POWE                                                                                                                                                                                                                                                                                                                                                   | R MEDICALLY ESSENTIAL SERVICE                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                             | Form <u>37</u><br>A: CUSTOMERAPPLICATION                                                                                                                                                                                                                                                                                                                                                |
| Account No.:                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                         |
| Customer Name:                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                         |
| Daytime Area Code & Telephone Nos.: (                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                         |
| Name of Patient Using Equipment:                                                                                                                                                                                                                                                                                                                            | Patient's Physician:                                                                                                                                                                                                                                                                                                                                                                    |
| <u>I agree to Terms</u>                                                                                                                                                                                                                                                                                                                                     | and Conditions                                                                                                                                                                                                                                                                                                                                                                          |
| Customer Signature:                                                                                                                                                                                                                                                                                                                                         | Date:                                                                                                                                                                                                                                                                                                                                                                                   |
| Patient/Guardian Signature:                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                         |
| DADT D. DUVCICIAN                                                                                                                                                                                                                                                                                                                                           | N'S CEDTIEICATE                                                                                                                                                                                                                                                                                                                                                                         |
| PART B: PHYSICIAI                                                                                                                                                                                                                                                                                                                                           | N S CERTIFICATE                                                                                                                                                                                                                                                                                                                                                                         |
| Physician's Name: Phy                                                                                                                                                                                                                                                                                                                                       | ysician's License #:                                                                                                                                                                                                                                                                                                                                                                    |
| Physician's Address:                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                         |
| Physician's Area Code & Telephone Nos.:(                                                                                                                                                                                                                                                                                                                    | ) - and/or ()                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                         |
| -<br>-                                                                                                                                                                                                                                                                                                                                                      | , duly licensed and authorized to practice medicine                                                                                                                                                                                                                                                                                                                                     |
| in the                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                         |
| in the<br>[Name of physician]                                                                                                                                                                                                                                                                                                                               | , duly licensed and authorized to practice medicine                                                                                                                                                                                                                                                                                                                                     |
| i <u>n the</u><br><u>[Name of physician]</u><br>State of Florida, hereby certify that                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                         |
| in the<br>[Name of physician]<br>State of Florida, hereby certify that<br>[Name of patient]<br>who resides at                                                                                                                                                                                                                                               | , duly licensed and authorized to practice medicine                                                                                                                                                                                                                                                                                                                                     |
| in the<br>[Name of physician]<br>State of Florida, hereby certify that<br>[Name of patient]<br>who resides at<br>[Patient's place                                                                                                                                                                                                                           | , duly licensed and authorized to practice medicine<br>of residence]                                                                                                                                                                                                                                                                                                                    |
| in the<br>[Name of physician]<br>State of Florida, hereby certify that<br>[Name of patient]<br>who resides at<br>[Patient's place<br>is under my care, and/or has consulted w                                                                                                                                                                               | , duly licensed and authorized to practice medicine<br>of residence]<br>ith me within the past 12 months, and depends upon                                                                                                                                                                                                                                                              |
| in the<br>[Name of physician]<br>State of Florida, hereby certify that<br>[Name of patient]<br>who resides at<br>[Patient's place<br>is under my care, and/or has consulted w<br>electric-powered equipment as follows that m                                                                                                                               | , duly licensed and authorized to practice medicine<br>of residence]                                                                                                                                                                                                                                                                                                                    |
| in the<br>[Name of physician]<br>State of Florida, hereby certify that<br>[Name of patient]<br>who resides at<br>[Patient's place<br>is under my care, and/or has consulted w<br>electric-powered equipment as follows that m                                                                                                                               | , duly licensed and authorized to practice medicine<br>of residence]<br>ith me within the past 12 months, and depends upon<br>ust be operated continuously or as circumstances require                                                                                                                                                                                                  |
| in the<br>[Name of physician]<br>State of Florida, hereby certify that<br>[Name of patient]<br>who resides at<br>[Patient's place<br>is under my care, and/or has consulted w<br>electric-powered equipment as follows that m                                                                                                                               | , duly licensed and authorized to practice medicine<br>of residence]<br>ith me within the past 12 months, and depends upon<br>ust be operated continuously or as circumstances require                                                                                                                                                                                                  |
| in the<br>[Name of physician]<br>State of Florida, hereby certify that<br>[Name of patient]<br>who resides at<br>[Patient's place<br>is under my care, and/or has consulted w<br>electric-powered equipment as follows that m                                                                                                                               | , duly licensed and authorized to practice medicine<br>of residence]<br>ith me within the past 12 months, and depends upon<br>ust be operated continuously or as circumstances require                                                                                                                                                                                                  |
| In the<br>[Name of physician]<br>State of Florida, hereby certify that<br>[Name of patient]<br>who resides at<br>[Patient's place<br>is under my care, and/or has consulted w<br>electric-powered equipment as follows that m<br>in order to avoid the loss of his/her life or ser<br>The patient uses this equipment hours within                          | , duly licensed and authorized to practice medicine<br>of residence]<br>ith me within the past 12 months, and depends upon<br>ust be operated continuously or as circumstances require<br>rious medical complications.                                                                                                                                                                  |
| In the<br>[Name of physician]<br>State of Florida, hereby certify that<br>[Name of patient]<br>who resides at<br>[Patient's place<br>is under my care, and/or has consulted w<br>electric-powered equipment as follows that m<br>in order to avoid the loss of his/her life or ser<br>The patient uses this equipment hours within                          | , duly licensed and authorized to practice medicine<br>of residence]<br>ith me within the past 12 months, and depends upon<br>ust be operated continuously or as circumstances require<br>rious medical complications.                                                                                                                                                                  |
| in the [Name of physician] State of Florida, hereby certify that [Name of patient] who resides at [Patient's place is under my care, and/or has consulted w electric-powered equipment as follows that m in order to avoid the loss of his/her life or ser The patient uses this equipment hours withir condition is why, in my opinion, this patient needs | , duly licensed and authorized to practice medicine<br><u>of residence</u> ]<br><u>ith me within the past 12 months, and depends upon</u><br><u>ust be operated continuously or as circumstances require</u><br><u>rious medical complications.</u><br><u>n each twenty-four (24) hour period. The following medical</u><br><u>a the continuous or specified use of this equipment.</u> |
| in the<br>[Name of physician]<br>State of Florida, hereby certify that<br>[Name of patient]<br>who resides at<br>[Patient's place<br>is under my care, and/or has consulted w<br>electric-powered equipment as follows that m<br>in order to avoid the loss of his/her life or ser<br>The patient uses this equipment hours within                          | , duly licensed and authorized to practice medicine<br><u>of residence</u> ]<br><u>ith me within the past 12 months, and depends upon</u><br><u>ust be operated continuously or as circumstances require</u><br><u>rious medical complications.</u><br><u>n each twenty-four (24) hour period. The following medical</u><br><u>a the continuous or specified use of this equipment.</u> |
| In the [Name of physician] State of Florida, hereby certify that [Name of patient] who resides at [Patient's place is under my care, and/or has consulted w electric-powered equipment as follows that m in order to avoid the loss of his/her life or ser The patient uses this equipment hours withir condition is why, in my opinion, this patient needs | , duly licensed and authorized to practice medicine<br><u>of residence</u> ]<br><u>ith me within the past 12 months, and depends upon</u><br><u>ust be operated continuously or as circumstances require</u><br><u>rious medical complications.</u><br><u>n each twenty-four (24) hour period. The following medical</u><br><u>a the continuous or specified use of this equipment.</u> |
| In the [Name of physician] State of Florida, hereby certify that [Name of patient] who resides at [Patient's place is under my care, and/or has consulted w electric-powered equipment as follows that m in order to avoid the loss of his/her life or ser The patient uses this equipment hours withir condition is why, in my opinion, this patient needs | , duly licensed and authorized to practice medicine<br><u>of residence</u> ]<br><u>ith me within the past 12 months, and depends upon</u><br><u>ust be operated continuously or as circumstances require</u><br><u>rious medical complications.</u><br><u>n each twenty-four (24) hour period. The following medical</u><br><u>a the continuous or specified use of this equipment.</u> |

#### Form 37(Continued)

(Continued)

WARNING – PART B – PHYSICIAN'S CERTIFICATE: False certification of medically essential service by a physician is a violation of s. 458.331(1)(h) or s. 459.015(1)(i), Fla. Stat. and constitutes grounds for discipline, penalties and /or enforcement.

Return to Gulf Power at:

This Notice of Exclusion From Disclosure will be effective upon Gulf's receipt of this properly completed Notice and will remain in effect until Gulf Power is advised by the customerin writing to discontinue this Notice of Exclusion From Disclosure, regardless of any transfer of service to a different service address and/or a different Gulf Account Number.

#### **GULF POWER MEDICALLY ESSENTIAL SERVICE** NOTICE OF EXCLUSION FROM DISCLOSURE

| GULF Customer Number:                   |            |
|-----------------------------------------|------------|
|                                         |            |
| Service Address:                        |            |
| City, State, Zip:                       |            |
| Daytime Area Code & Telephone Nos.: ( ) | and/or ( ) |
| Name of Patient Using Equipment:        |            |
| Patient's Physician:                    |            |

authorized by congressional charter to assist in disaster relief efforts. I hereby direct Gulf NOT TO DISCLOSE such information relative to the Gulf Customer Number specified above. understand and agree that because of my directive to Gulf, such requesting agency(ies) will not have any information regarding the medically essential service designation for my electric service specified above unless and until it is specifically provided by me. If I wish to ensure that information regarding the medically essential service designation for this electric service is furnished to any such entity, I will contact the relevant authorities and provide the information myself. I agree to hold Gulf harmless from any claim based on or related to the lack of disclosure of my information including any personal injury or harm that may be a result of this lack of disclosure to such requesting entities for the purpose of emergency response or disaster relief or prevention.

Signature of Gulf Customer

Date , 20

Date ,20

Signature of Patient or Guardian (if other than Customer)

ISSUED BY: Tiffany Cohen

|                                                                                                        | Original Sheet No. 8.03                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                        | Gulf Work Order No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                        | PERFORMANCE GUARANTY AGREEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| FOF                                                                                                    | R RESIDENTIAL SUBDIVISION DEVELOPMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| This Agreement, made this                                                                              | day of <u>, 20</u> , by and between                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                        | (Applicant), and Gulf Power Company (Gulf), a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| corporation organized and existing under the                                                           | e laws of the State of Florida.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                        | WITNESSETH:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Whereas, the Applicant has applied to Gulf for                                                         | or underground electric service distribution facilities to be installed on                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Applicant's property commonly known                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| as                                                                                                     | <u>located in</u><br>, Florida (the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| "Premises"); and                                                                                       | , 1101144 (110                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| (City/County)                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Whereas, the Premises requires an extension                                                            | n of Gulf's present electric distribution system; and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Whereas, the number of transformers to be                                                              | tilized and revenue expected to be derived from all or a portion of the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| extension within two years is uncertain; and                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Whereas Gulf requires a Performance Guar                                                               | anty Agreement for Residential Subdivision Development (Performance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                        | appropriate revenue will be derived from the installation of new facilities so                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| recovery of its costs is certain; and                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Whereas, Applicant is agreeable to providing                                                           | a Performance Guaranty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Now therefore Gulf and Applicant in conside                                                            | aration of their mutual covenants and promises do horoby agree of follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| now, mereiore, Gun and Applicant in conside                                                            | eration of their mutual covenants and promises do hereby agree as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                        | ARTICLE I – DEFINITIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1.1 Installation of Service shall be defined a                                                         | s 1) the completed installation of service cable in conduit from Gulf's                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| designated point of service to the electric me                                                         | ter enclosure, and 2) the receipt by Gulf of a certificate of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                                        | governmental authorities acknowledging that the Premises constructed by t<br>at Gulf may install and connect electric meters.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Each service is associated to a specific trans                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                        | vice to new customers shall be the date of receipt by Gulf of a certificate<br>governmental authorities. A transformer shall be considered as "utilized" of a certificate of the second se |
|                                                                                                        | (excluding street lights) from that transformer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.2 The Evpiration Data shall be defined as                                                            | the date 5 years from the date Culf determines it is first ready to reader                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>1.3</b> The Expiration Date shall be defined as electric service to the extension.                  | the date 5 years from the date Gulf determines it is first ready to render                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <u>ARTICLE II - DETERMINA</u>                                                                          | TION OF INITIAL PERFORMANCE GUARANTY AMOUNT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                                        | rformance Guaranty to be determined by Gluf as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                        | ies to be installed on the Premises and deduct the amount of contribution ariff. The remaining amount will be prorated among the total number (                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                        | ipon Gulf's evaluation of Applicant's construction plans, construction sched                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| and manner in which the subdivision is to                                                              | be developed, a prorated amount for each transformer will be required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| transformers in all or part of the subdivision<br>from the date Gulf is first ready to render electron | where service may, in the opinion of Gulf, not be connected within two ye<br>ctric service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                        | Performance Guaranty amount required by Gulf prior to installing the reques                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <u>line extension</u> (\$).                                                                            | shall                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| ISSUED BY: <u>Tiffany Cohen</u>                                                                        | EFFECTIVE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

Original Sheet No. 8.04

## ARTICLE III - PAYMENT AND REFUND Form 38 (Continue)

3.1 <u>The Applicant shall pay the above specified Performance Guaranty to Gulf to guarantee that the Applicant's development is completed so that all transformers to serve new customers are utilized. This amount may be paid in cash or secured by either a surety bond or irrevocable bank letter of credit in a form acceptable to Gulf.</u>

<u>3.2</u> This Performance Guaranty will be refunded without interest, if cash, or the required amount reduced, if secured by a surety bond or irrevocable bank letter of credit, no earlier than quarterly intervals on a prorata basis of

(\$) for each utilized transformer and (\$) for the final utilized transformer and shall commence with the first transformer utilized after the number of transformers previously utilized equals the number of transformers not contributing to the initial Performance Guaranty amount specified in Article II.

3.3 If the Performance Guaranty is secured by a surety bond or irrevocable bank letter of credit, the Applicant may provide either an amended or replacement surety bond or irrevocable bank letter of credit in a form acceptable to Gulf at any time to reflect the reduced Performance Guaranty amount as provided for in Section 3.02. If, upon notice of cancellation or prior to expiration of a surety bond or irrevocable bank letter of credit, a replacement surety bond or irrevocable bank letter of credit in a form acceptable to Gulf or payment in cash is not provided by Applicant to Gulf, Gulf will require the third party issuing either of these guaranties to pay the full balance due in accordance with this Agreement in cash. Gulf will continue to refund the Performance Guaranty in accordance with Section 3.02 except such refund will be paid jointly to the Applicant and the designated third party having paid the Performance Guaranty amount. The check shall be provided to the Applicant with a copy to the third party.

<u>3.4</u> Upon written consent from Gulf, the Applicant may replace the balance of any cash Performance Guaranty with a surety bond acceptable to Gulf. Upon receipt of such surety bond, GULF will refund the balance of the cash Performance Guaranty. If a third party has made payment to GULF pursuant to section 3.03, then any such refund will be paid jointly to the Applicant and the designated third party. The check shall be provided to the Applicant with a copy to the third party.

# **ARTICLE IV - FINAL SETTLEMENT**

Any portion of the Performance Guaranty remaining unrefunded and not eligible for refund under the terms of this Agreement after the Expiration Date will be retained by GULF.

# ARTICLE V - TITLE AND OWNERSHIP

Title to and complete ownership and control over said extensions shall at all times remain with Gulf and Gulf shall have the right to use the same for the purpose of serving other customers or Applicants.

# **ARTICLE VI - PROCEEDING WITH WORK**

Gulf, upon execution of this Agreement by both parties and receipt of the required Performance Guaranty, will proceed with the extension work as described in the plans and specifications attached as EXHIBIT A, and all work done and materials used shall conform to the methods and practices specified by GULF's engineers.

# **ARTICLE VII - ENTIRE AGREEMENT**

This Agreement supersedes all previous agreements, or representations, either written or verbal, between GULF and Applicant, made with respect to the matters herein contained, and when duly executed, constitutes the entire agreement between the parties; provided however, that all terms and conditions contained in our Underground Residential Distribution Facilities Installation Agreement dated \_\_\_\_\_\_\_ relating to the installation of underground facilities shall be adhered to.

ISSUED BY: <u>Tiffany Cohen</u>

Original Sheet No. 8.05

# ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS Form 38 (Continue)

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the date first above written. Charges and Terms Accepted by:

Applicant (Print/Type Name of Organization)

**GULF POWER COMPANY** 

By: Signature (Authorized Representative) By:

Signature (Authorized Representative)

(Print or Type Name)

(Print or Type Name)

Title:

Title:

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY DOCKET NO. 20210015-EI MFR NO. E-14, ATTACHMENT 1 OF 6, PAGE 361 OF 503

> SECTION VIII Special Contracts and Agreements

| Section No. VIII                      |
|---------------------------------------|
| Fourth Revised Sheet No. 8.0          |
| Canceling Third Revised Sheet No. 8.0 |

| PAGE | EFFECTIVE DATE |
|------|----------------|
|      | March 29, 2019 |

Gulf does not presently have in place any special contracts for the sale of electricity.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY DOCKET NO. 20210015-EI MFR NO. E-14, ATTACHMENT 1 OF 6, PAGE 363 OF 503

SECTION IX

Section No. IX Ninth Revised Sheet No.9.1 Canceling Eighth Revised Sheet No.9.1

| INDEX TO SCHEDULES                                                                                                                                                                                                                                                                                                       |                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| CLASSIFICATION SHE                                                                                                                                                                                                                                                                                                       | ET NO.            |
| Schedule COG-1 – Standard Rate For Purchase of As-Available Energy From Qualifying Cogeneration and Small Power Production Facilities (Qualifying Facilities)                                                                                                                                                            | 9.2               |
| Schedule COG-2 – Standard Offer Contract Rate For Purchase of Firm Capacity<br>and Energy From Small Qualifying Facilities (less than 75 MW) or From Solid Waste<br>Facilities <u>RESERVED FOR FUTURE USE</u>                                                                                                            | <u>9.8</u>        |
| Schedule COG-3- Payments for Purchases of Power from Qualifying Facilities during<br>Generation Capacity Alerts                                                                                                                                                                                                          | 9.9               |
| Standard Offer Contract For the Purchase of Firm Capacity and Energy From a Small Qualifying Facility (less than 100 kW) or From a Solid Waste Facility                                                                                                                                                                  | - <u>9.19</u>     |
| Form 12 – Application for Interconnection of Customer-Owned Generation                                                                                                                                                                                                                                                   | 9.33              |
| Standard Interconnection Agreement                                                                                                                                                                                                                                                                                       | 9.35              |
| Standard Interconnection Agreement for Customer-Owned Tier 1 Renewable Generation Systems (10 kW or less)                                                                                                                                                                                                                | 9.47              |
| Standard Interconnection Agreement for Customer-Owned Tier 2 Renewable Generation Systems (Greater than 10 kW and Less than or Equal to 100 kW)                                                                                                                                                                          | 9.56              |
| Standard Interconnection Agreement for Customer-Owned Tier 3 Renewable Generation Systems (Greater than 100 kW and Less than or Equal to 2MW)                                                                                                                                                                            | 9.66              |
| Standard Interconnection Application for Customer-Owned Renewable<br>Generation Systems                                                                                                                                                                                                                                  | - <del>9.76</del> |
| Schedule QS-2 - Standard Rate for Purchase of Firm Capcacity and Energy from a Renewable Energy Facility or a Qualifying Facility (100 kW or Less)                                                                                                                                                                       | <u>9.81</u>       |
| Standard Offer Contract For Purchase of Firm Capacity<br>and Energy From a Renewable Energy Facility or <u>Small-a</u> Qualifying Facility <u>with a</u><br><u>design capacity of 100 KW or Less (2030 Avoided Unit)</u><br>Standard Interconnection Agreement for Non-Export Parallel Operators 10 MVA 9.115<br>Or Less | 9.100             |
| ISSUED BY: Tiffany Cohen EFFECTIVE: June 9, 2020                                                                                                                                                                                                                                                                         |                   |

#### Section IX <u>Second Third</u> Revised Sheet No. 9.2 Canceling Second<del>First</del> Revised Sheet No. 9.2

### STANDARD RATE FOR PURCHASE OF AS-AVAILABLE ENERGY FROM QUALIFYING COGENERATION AND SMALL POWER PRODUCTION FACILITIES (QUALIFYING FACILITIES)

# SCHEDULE

COG-1, As-Available Energy

# **AVAILABLE**

The Company will purchase energy offered by any Qualifying Facility located within the State of Florida under the provisions of this schedule or at contract negotiated rates as approved by the Florida Public Service Commission.\_\_\_\_\_

# **APPLICABLE**

To any cogeneration or small power production Qualifying Facility located within the State of Florida producing energy for sale to the Company on an As-Available basis. As-Available Energy is described by Florida Public Service Commission (FPSC) Rule 25-17.0825, F.A.C. and is energy produced and sold by a Qualifying Facility on an hour-by-hour basis for which contractual commitments as to the time, quantity, or reliability of delivery are not required.

## CHARACTER OF SERVICE

Purchase shall be, at the option of the Company, single or three phase, 60 hertz, alternating current at any available standard Company voltage.

## LIMITATION:

All service pursuant to this schedule is subject to FPSC Rules 25-17.082 through 25-17.091, F.A.C.

# RATE FOR PURCHASES BY THE COMPANY

# A. Capacity Rates

Capacity payments to Qualifying Facilities will not be paid under this Rate Schedule. Capacity payments to Qualifying Facilities may be obtained under Rate Schedule QS-2, Firm Capacity and Energy, or pursuant to a negotiated contract.

# B. Energy Rates

As-Available Energy is purchased at a unit cost, in cents per kilowatt-hour, based on the Company's actual hourly avoided energy costs, before the sale of interchange energy, which is calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C. Customer charges directly attributable to the purchase of As-Available Energy from the Qualifying Facility are deducted from the Qualifying Facility's total monthly energy payment.

Avoided energy costs shall be all costs which the Company avoided due to the purchase of As-Available Energy, including incremental fuel, identifiable variable operation and maintenance expense and identifiable variable utility power purchases. Demonstrable Company administrative costs required to calculate As-Available Energy cost may be deducted from As-Available Energy payments. The calculation of the Company's As-Available Energy cost reflects the delivery of energy from the region of the Company in which the Qualifying Facility is located. Energy payments to Qualifying Facilities located outside the Company's service area shall reflect the region in which the interchange point for the delivery of As-Available Energy is located. All sales shall be adjusted for losses from the point of metering to the point of interconnection. Appendix A provides a description methodology to be used in the calculation of As-Available Energy cost.

### C. Negotiated Rates

Upon agreement by both the Company and the Qualifying Facility, an alternate contract rate for the purchase of As-Available Energy may be separately negotiated.

ISSUED BY: <u>Tiffany Cohen</u>

#### Section IX Original Sheet No. 9.2.1

## ESTIMATED AS-AVAILABLE AVOIDED ENERGY COST

FPL will provide its most recent non-binding estimate of future As-Available avoided cost projections within thirty days of a written request. In addition, As-Available Energy cost payments will include .0130¢/kWh for variable operation and maintenance expenses.

#### **DELIVERY VOLTAGE ADJUSTMENT**

The Company's actual hourly As-Available Energy costs shall be adjusted according to the delivery voltage by the following multipliers:

| Delivery Voltage              | Adjustment Factor |
|-------------------------------|-------------------|
| Transmission Voltage Delivery | 1.0000            |
| Primary Voltage Delivery      | 1.0110            |
| Secondary Voltage Delivery    | 1.0325            |

#### PROJECTED ANNUAL GENERATION MIX AND FUEL PRICES

Gulf Power's projected annual generation mix may be found on Schedules 5, 6.1 and 6.2 in Gulf Power's Ten Year Site Plan.

# METERING REQUIREMENTS

The Qualifying Facility shall be required to purchase from the Company the metering equipment necessary to measure its As-Available Energy deliveries to the Company. Unless special circumstances warrant, meters shall be read at monthly intervals on the approximate corresponding day of each meter reading period.

Hourly recording meters shall be required for Qualifying Facilities with an installed capacity of 100 kilowatts or more. Where the installed capacity is less than 100 kilowatts, the Qualifying Facility may select any one of the following options: (a) an hourly recording meter, (b) a dual kilowatt-hour register time-of-day meter, or (c) a standard kilowatt-hour meter.

For Qualifying Facilities with hourly recording meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the Company's actual As-Available Energy rate for each hour during the month; and (2) the quantity of As-Available Energy sold by the Qualifying Facility during that hour.

For Qualifying Facilities with dual kilowatt-hour register time-of-day meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the average of the Company's actual hourly As-Available Energy rates for the on-peak and off-peak periods during the month; and (2) the quantity of As-Available Energy sold by the Qualifying Facility during each respective period.

For Qualifying Facilities with standard kilowatt-hour meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the average of the Company's actual hourly As-Available Energy rate for the off-peak periods during the month; and (2) the quantity of As-Available Energy sold by the Qualifying Facility during the month.

For a time-of-day metered Qualifying Facility, the on-peak hours occur Monday through Friday except holidays, April 1 – October 31 from 12 noon EST to 9:00 P.M. EST and November 1 – March 31 from 6:00 A.M. EST to 10:00 A.M. EST and 6:00 P.M. EST to 10:00 P.M. EST to 10:00 P.M. EST and 6:00 P.M. EST to 10:00 P.M. EST to 10:00 P.M. EST and 6:00 P.M. EST to 10:00 P.M. EST to 10:00 P.M. EST and 6:00 P.M. EST to 10:00 P.M. EST to 10:00 P.M. EST and 6:00 P.M. EST to 10:00 P.M. EST to 10:00 P.M. EST and 6:00 P.M. EST to 10:00 P.M. EST and 6:00 P.M. EST to 10:00 P.M. EST and 6:00 P.M. EST to 10:00 P.M. EST to 10:00 P.M. EST to 10:00 P.M. EST and 6:00 P.M. EST to 10:00 P.M. EST

# **BILLING OPTIONS**

A Qualifying Facility, upon entering into a contract for the sale of firm capacity and energy or prior to delivery of As-Available Energy to the Company, may elect to make either simultaneous purchases from the Company and sales to the Company, or net sales to the Company. A decision on billing methods may only be changed: 1) when a Qualifying Facility selling As-Available Energy enters into a negotiated contract or Standard Offer Contract for the sale of firm capacity and energy; 2) when a firm capacity and energy contract expires or is lawfully terminated by either the Qualifying Facility or the Company; 3) when the Qualifying Facility is selling As-Available Energy and has not changed billing methods within the last twelve months; 4) when the election to change billing methods will not contravene the provisions of Rule 25-17.0832 or any contract between the Qualifying Facility and the Company.

ISSUED BY: Tiffany Cohen

Section IX Original Sheet No. 9.2.2

If a Qualifying Facility elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days' advance written notice to the Company; 2) the installation by the Company of any additional metering equipment reasonably required to effect the change in billing and upon payment by the Qualifying Facility for such metering equipment and its installation; and 3) upon completion and approval by the Company of any alteration(s) to the interconnection reasonably required to effect the change in billing facility for such alteration(s).

Payments due a Qualifying Facility will be made monthly, and normally by the twentieth business day following the end of the billing period. A schedule showing the kilowatt-hours sold by the Qualifying Facility and the applicable As-Available Energy rates at which payments are being made shall accompany the payment to the Qualifying Facility.

## CHARGES TO QUALIFYING FACILITY

### A. Customer Charges

Monthly customer charges for meter reading, billing and other applicable administrative costs as per applicable Customer Rate Schedule.

### B. Interconnection Charge for Non-Variable Utility Expenses:

The Qualifying Facility shall bear the cost required for interconnection, including the metering. The Qualifying Facility shall have the option of (i) payment in full for the interconnection costs upon completion of the interconnection facilities (including the time value of money during the construction) and providing a surety bond, letter of credit or comparable assurance of payment acceptable to the Company adequate to cover the interconnection costs, (ii) payment of monthly invoices from the Company for actual costs progressively incurred by the Company in installing the interconnection facilities, or (iii) upon a showing of credit worthiness, making equal monthly installment payments over a period no longer than thirty-six (36) months toward the full cost of interconnection. In the latter case, the Company shall assess interest at the rate then prevailing for the thirty (30) days highest grade commercial paper rate, such rate to be specified by the Company thirty (30) days prior to the date of each installment payment by the Qualifying Facility.

### C. Interconnection Charge for Variable Utility Expenses:

The Qualifying Facility shall be billed monthly for the cost of variable utility expenses associated with the operation and maintenance of the interconnection facilities. These include (a) the Company's inspections of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the Qualifying Facility if no sales to the Company were involved.

In lieu of payments for actual charges, the Qualifying Facility may pay a monthly charge equal to a percentage of the installed cost of the interconnection facilities necessary for the sale of energy to the Company. The applicable percentages are as follows:

| Equipment Type         | Charge |
|------------------------|--------|
| Metering Equipment     | 0.070% |
| Distribution Equipment | 0.819% |
| Transmission Equipment | 0.125% |

### D. Taxes and Assessments

The Qualifying Facility shall be billed monthly an amount equal to any taxes, assessments or other impositions, for which the Company is liable as a result of its purchases of As-Available Energy produced by the Qualifying Facility. In the event the Company receives a tax benefit as a result of its purchases of As-Available Energy produced by the Qualifying Facility, the Qualifying Facility shall be entitled to a refund in an amount equal to such benefit.

### TERMS OF SERVICE

(1) It shall be the Qualifying Facility's responsibility to inform the Company of any change in the Qualifying Facility's electric generation capability.

ISSUED BY: Tiffany Cohen

1

Section IX Original Sheet No. 9.2.3

| (2)     | Any electric service delivered by the Company to a Qualifying Facility in the Company's service territory shall be subject to the following terms and conditions:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | (a) A Qualifying Facility shall be metered separately and billed under the applicable retail rate schedule, whose terms and conditions shall pertain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|         | (b) 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:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|         | i) In the first year of operation, the security deposit shall be based upon the singular month in which the<br>Qualifying Facility's projected purchases from the Company exceed, by the greatest amount, the<br>Company's estimated purchases from the Qualifying Facility. The security deposit should be equal to twice<br>the amount of the difference estimated for that month. The deposit shall be required upon interconnection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|         | ii) For each year thereafter, a review of the actual sales and purchases between the Qualifying Facility and<br>the Company shall be conducted to determine the actual month of maximum difference. The security<br>deposit shall be adjusted to equal twice the greatest amount by which the actual monthly purchases by the<br>Qualifying Facility exceed the actual sales to the Company in that month.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|         | (c) The Company shall specify the point of interconnection and voltage level.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|         | (d) The Qualifying Facility must enter into an interconnection agreement with the Company which will, among other things, specify safety and reliability standards for the interconnection to the Company's system. In most instances, the Company's filed Interconnection Agreement for Qualifying Facilities will be used; however, special features of the Qualifying Facility or its interconnection to the Company's facilities may require modifications to the Interconnection Agreement or the safety and reliability standards contained therein.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| (3)     | Service under this rate schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| SPECIAL | PROVISIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| (1)     | Negotiated contracts deviating from the above standard rate schedule are allowable provided the Company agrees to them and they are approved by the Florida Public Service Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| (2)     | For a Qualifying Facility inside or outside of the Company's service territory that wishes to contract with another electric utility which is directly or indirectly interconnected with the Company, the Company will, upon request, provide information on the availability and the terms and conditions of the specified desired transmission service for delivery of the Qualifying Facility's power to the purchasing utility or to an intermediate utility. Where wheeling power produced by a Qualifying Facility will impair the Company's ability to give adequate service to the rest of the Company's customers or place an undue burden on the Company, the Company may petition the FPSC for a waiver of this special provision no. 2. Where existing Company transmission capacity does exist, the Qualifying Facility shall be responsible for all costs associated with such transmission service including wheeling charges, line losses incurred by the Company; and inadvertent energy flows resulting from wheeling. |
|         | (a) The rates, terms and conditions for all of the Company's firm Transmission Service Arrangements are subject<br>to the jurisdiction of Federal Energy Regulatory Commission ("FERC"). The Company will provide the<br>Qualifying Facility, for informational purposes, copies of Transmission Service Agreements which have been<br>previously accepted or approved by the FERC and which govern arrangements similar to the service being<br>requested by the Qualifying Facility.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|         | (b) Transmission service arrangements on an if, when and as-available (nonfirm) basis are also subject to the FERC's jurisdiction. Any such arrangement shall be by individualized contract and shall not otherwise interfere with the Company's ability to provide firm retail, firm wholesale and firm transmission service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ISSUED  | BY: <u>Tiffany Cohen</u> EFFECTIVE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

Section IX Original Sheet No. 9.2.4

# APPENDIX A

### DESCRIPTION OF AS-AVAILABLE ENERGY COST CALCULATION METHODOLOGY

The Company uses a marginal production costing program to calculate As-Available Energy costs. Each hour, actual system data (dispatch fuel costs, system load, generating unit status, interchange schedules, etc.) are automatically provided to the program. The dispatch fuel costs used are based on the average price of replacement fuel purchased in excess of contract minimums in conformance with FPSC Order No. 19548. The program computes a production cost for the base case from these data by economically dispatching available units and available interchange schedules to the desired load level (excludes interchange sales). The program then computes the production cost for the appropriate As-Available Energy block size by redispatching the same energy sources to a higher level; the base case is increased by transmission losses (which reflect the difference in generation levels required to serve load from specific points in the power system). The difference in production costs is divided by the block size to determine the \$/MWh avoided cost. This cost is developed simultaneously for eight geographic areas in the power system. The area prices differs due to changes in transmission losses as the generation required to replace the As-Available Energy block size varies from one location to another.

The as-available block size is based on the average hourly delivery during the prior billing month from all Qualifying Facilities whose energy payments are based on the As-Available Energy cost.

Incremental generating unit operation and maintenance costs are computed annually, coincident with the filing of the October-March fuel factor, based on the methodology approved in FPSC Docket No. 860001-EI-E. The methodology determines the maximum \$/MWh cost for those generating unit cost components which can vary based upon changes in generation levels for units already on-line. Resulting rates are developed by linear regression based on actual data for the prior year, and statistically validated. Marginal operation and maintenance costs for any interchange energy that might be included in the As-Available Energy price are already included in the interchange energy cost.

During unique circumstances, manual adjustments are made to the prices computed by the program:

- a) When gas turbines are on line to serve the Company's load, the cost of the gas turbine energy replaces the calculated
   As-Available Energy cost. This is necessary when the gas turbines are in the manual mode (i.e., do not respond to system load changes) and therefore would not be included when the program redispatches generating sources.
- b) When internal transmission constraints require the use of higher cost resources within a specific geographic area, the calculated As-Available Energy cost is replaced by the higher cost (for those facilities inside the area whose output would reduce the use of the higher cost resources).
- c) When the delivery of Qualifying Facility output within a geographic area constrains the Company's ability to dispatch economic resources in the area, the calculated As-Available Energy price for the area is reduced to the cost of the resource constrained.

ISSUED BY: Tiffany Cohen

# Sect ion IX Second Revised Sheet No. 9.2

Canceling First Revised Sheet No. 9.2

# STANDARD RATE FCR PURCHASE OF AS AVAILABLE ENERGY FROM-QUALIFYING COGENERATION AND SMALL POWER PRCDUCTICON FACILITIES (QUALI FYING FACILITIES) (Schedule COG- 1)

#### AVAILABIL ITY

The Company will purchase energy offered by any Qualifying Facility, irrespective of its location, which is directly or indirectly interconnected with the Company under the provisions of this schedule or at a contract negotiated rate.

#### **APPLI CAB ILITY**

Applicable to any cogeneration or small power production Qualifying Facility, irrespective of its location, producingenergy for sale to the Company on an as available basis. As Available Energy is described by the Florida Public Service Commission (FPSC) Rule 25 17.0825, F.A.C., and is energy produced and sold by a Qualifying Facility on an hour by hour basis for which contractual commitments as to the time, quantity, or reliability of delivery are notrequired.

## CHARACTER OF SERVICE

The character of service for purchases shall be, at the option of the Company, single or three phase, 60 hertz, alternating current at any available standard Company voltage.

#### **LIMITATIONS**

All service pursuant to this schedule is subject to the Company's "General" Standards for safety and Interconnection of Cogneration and Small Power Production Facilities to the Electric Utility System" and to FPSC Rules 25-17.080-through 25-17.091, F.A.C.-

#### RATES FCR PURCHASES BY THE COMPANY

#### Capacity Rates

-Capacity payments to Qualifying Faculties will not be paid under this schedule Capacity payments to Qualifying Facilities may be obtained under Schedule COG-2, Firm Capacity and Energy or any separately negotiated contract.

## Energy Rates

 As Available Energy is purchased at a cost expressed in cents per kilowatt hour. Customer charges directlyattributable to the purchase of As Available Energy from the Qualifying Facility are deducted from the Qualifying-Facility's total monthly energy payment.

#### Negotiated Rates

-Upon agreement by both the Company and the Qualifying Facility, an alternate contract rate for the purchase of As Available Energy may be separately negotiated.

Section IX

Sixteenth Revised Sheet No. 9.3 Canceling Fifteenth Revised Sheet No. 9.3

ESTMATED AS-AVAILABLE AVOIDED ENERGY COST

Avoided energy costs associated with As-Available Energy shall be all costs the Company avoided due to the purchase of As-Available Energy, including the Company's incremental fuel, identifiable-variable operating and maintenance expenses, and identifiable variable power purchases. Demonstrable administrative costs required to calculate avoided energy costs may be deducted from avoided energy payments. The Company shall calculate its avoided energy cost associated with As-Available Energy deterministically, on an hour by hour basis, after accounting for interchange sales which have taken place, using the Company's actual avoided energy cost for the hour, before the sale of interchange energy, as affected by the output of the Qualifying Facilities connected to the Company's system. Interchange sales are defined as inter-utility sales which are provided at the option of the selling utility exclusive of central pool dispatch transactions. A megawatt block size at least equal to therecent available estimate of the company's As-Available Energy Rate to the Company shall be used to calculate the hourly avoided energy costs associated with As-Available Energy.

The Company's avoided energy cost is based on the average replacement fuel costs purchased in excess of contract minimum requirements, (a.k.a. incremental fuel cost). The hourly incrementalfuel cost is determined by the Southern Electric System's Power Control System Dispatch-Computer and saved to a file for later use. The hourly incremental fuel cost is that of the unit(s) inthe dispatch stack (order of economic dispatch) that would increase or decrease generation in orderto follow territorial load changes, once the generation of all units above it in the economic dispatchorder is "reduced" by the level of off-system sales made during the hour.

The Company's average incremental variable operation and maintenance costs are based on the annual average variable operation and maintenance expenses for the previous calendar year for Company's owned generating units.

The Company's transmission loss adjustment is based on the annual average transmission losses for the previous calendar year of Company's territorial transmission system.

Once the metered energy data is compiled for the Qualifying Facility and necessary adjustmentsmade, the payments to the Qualifying Facility will be calculated by matching the appropriate energy, avoided energy costs and variable operation and maintenance costs in accordance with Commission Rule 25-17.0825 subsections (2) (a), (3) (a), (3) (b), and (3) (c), F.A.C.

#### **DELIVERY VOLTAGE ADJUSTMENT**

The Company's actual hourly avoided energy costs shall be adjusted according to the delivery voltage by the followingmultipliers:

| Transmission Voltage Delivery | <del>1.01801#</del>   |
|-------------------------------|-----------------------|
| Substation Voltage Delivery   | <del>1.03208##</del>  |
| Primary Voltage Delivery      | <del>1.05862###</del> |
| Secondary Voltage Delivery    | 1.08576####           |

ISSUED BY: O.L. Mccrary EFFECTIVE: April 7, 1992

# Fourth Revised Sheet No.9.4 Cancels Third Revised Sheet No. 9.4

# Any Qualifying Facility interconnected at a voltage of 46 KV or above.

## Any Qualifying Facility interconnected at a voltage on the Low side of a substation below 46 KV and above 4 KV. This substation, where the Qualifying Facility takes electricity on the Low side, shall have transmission voltage on the highside (115, 69, or 46 KV) and distribution voltage on the low side C25, 12, or 4 KV).

### Any Qualifying Facility interconnected at a distribution voltage, 4 to 25 KV inclusive.

##### Any Qualifying Facility interconnected at a voltage below 4 KV.

**METERING REQUIREMENTS** 

The Qualifying Facility shall be required to purchase from the cy, the metering equipment necessary to measure its energy de Liveries to the Company.

-Hourly recording meters shall be required for Qualifying Facilities with an installed capacity of 100 kilowatts or more Wherethe installed capacity is less than 100 kilowatts, the Qualifying Facility may select any one of the following options: a) anhourly recording meter, b) a dual kilowatt-hour register time-of-day meter, or c) a standard kilowatt-hour meter. Unless special circumstances warrant, meters shall be read at monthly intervals on the approximate corresponding day of each meterreading-period.

For Qualifying Facilities with hourly recording meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the Company's actual avoided energy rate for each hour during the month; and (2) the quantity of energy sold by the Qualifying Facility during that hour.

For Qualifying Facilities with dual kilowatt-hour register time-of-day meters, monthly payments for As-Available Energy shall be calculated based on the product of: 1) the average of the Company's actual hourly avoided energy rates for the on-peakand off-peak periods during the month; and 2) the quantity of energy sold by the Qualifying Facility during that period.

For Qualifying Facilities with standard kilowatt-hour meters, monthly payments for As-Available Energy shall be calculatedbased on the product of: (1) the average of the Company's actual hourly avoided energy rate for the off-peak: periods duringthe month; and (2) the quantity of energy sold by the Qualifying Facility during the month.

Determination of the On-Peak Period: The on-peak period for calendar months April through October is defined as beingthose 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 the calendar months November through March is defined as being those hours between 6:00 a.m. and 10:00 a.m. and 10:00 p.m. Central Standard Time/Central Daylight Time, Monday through Friday.

Determination of the Off Peak Period: Al I hours not included above and all hours of the observedholidays of New Year 's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak: period.

Section IX Sixth Revised Sheet No. 9.5 Canceling Fifth Revised Sheet No. 9.5

## **BILLING OPTIONS**

A Qualifying Facility, upon entering into a contract for the sale of firm capacity and energy or prior to delivery of As-Available Energy to a utility, shall elect to make either simultaneous purchases from the interconnecting utilityand sales to the purchasing utility or net sales to the purchasing utility. Once made, the selection of a billingmethodology may only be changed:

when a Qualifying Facility selling As-Available Energy enters into a negotiated contract or standard offer contract for the sale of firm capacity and energy; or

when a firm capacity and energy contract expires or is lawfully terminated by either the Qualifying Facility of the purchasing utility; or

when the Qualifying Facility is selling As-Available Energy and has not changed billing methods within the last twelve months; and

when the election to change billing methods will not contravene the provisions of Rule 25-17.0832, F.A.C., or any contract between the Qualifying Facility and the utility-

When selecting or changing billing methods, the Qualifying Facilities or small power producer will comply with the appropriate sections of Rule 25-17.082, F.A.C.

A statement covering the charges and payments due the Qualifying Facility is rendered monthly, and paymentnormally is made by the twentieth business day following the end of the billing period.

## CHARGES TO QUALIFYING FACILITY

(A) Base Charges

Monthly base charges for meter reading, billing and other applicable administrative costs shall be equal to the base charge applicable to a customer receiving retail service under similar load characteristics.

(8) Interconnection Charge for Non-Variable Utility Expenses

The Qualifying Facility shall bear the cost required for interconnection including the metering. The Qualifying Facility shall have the option of payment in full for interconnection or making equal monthly installment payments over a thirty-six (36) month period together with interest at the rate then prevailing for thirty (30) days highest grade-commercial paper; such rate is to be determined by the Company thirty (30) days prior to the date of each payment.

(C) Interconnection Charge for Variable Utility Expenses

The Qualifying Facility shall be billed monthly for the cost of variable utility expenses associated with the operation and maintenance of the interconnection. These include (a) the Company's inspections of the interconnection, and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the Qualifying Facility if no sales to the Company were involved.

ISSUED BY: Mark Crosswhite EFFECTIVE: April 11, 2012

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

## Taxes and Assessments

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 totaxes 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 orimpositions arising out of its transactions with the Qualifying Facility under this tariff schedule or any relatedinterconnection agreement, or due to changes in laws affecting the company's purchases of energy orcapacity 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 constructedfacilities 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 alreadyreflected 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

It shall be the Qualifying Facility's responsibility to inform the Company of any change in its electricgeneration capability.

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.

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:

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.

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.

The Company shall specify the point of interconnection and voltage level.

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 uniqueinterconnection requirements which will be separately evaluated, modifying the Company's General Standardsfor Safety and Interconnection where applicable.

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. Tiffany Cohen

EFFECTIVE: July 1, 2017

#### Section IX Third Revised Sheet No. 9.7 Canceling Second Revised Sheet No. 9.7

#### SPECIAL PROVISIONS

Special contracts deviating from the actual schedule are allowable provided they are agreed to by the Company and approved by the Florida Public Service Commission.

A Qualifying Facility located with in the Company's service territory may sell As Available Energy to a utility other than the Company. Where such agreements exist, the Company will provide transmission wheeling service to deliver the Qualifying-Facility's power to the purchasing utility or to an intermediate utility. In addition, the Company will provide transmission wheelingservice through its territory for a Qualifying Facility located outside the Company's service territory, for delivery of the Qualifying-Facility's power to the purchasing utility to an intermediate utility. In either case, where existing Company transmission capacityexists, the Company will impose a charge for wheeling Qualifying Facility energy, measured at the point of delivery to the-Company.

The Qualifying Facility shall be responsible for all costs associated with such wheeling including:

Wheeling charges;

B. Line losses incurred by the Company; and

C. Inadvertent energy flows resulting from wheeling.

For informational purposes only I the following estimated charges based on capacity cost for service normally supplied by the Company, will allow the Company to recover the cost of displaced energy for wheeling service:

Interstate Wheeling Estimated Charge(\$/MWH) Transmission Voltage Delivery 2.456

Substation Voltage Delivery 4.269

Primary Voltage Delivery 8.064

<u>Intrastate Wheeling</u> <u>Estimated Charge</u> (\$/MWH) <u>Transmission Voltage Delivery</u> 1.000 Interstate transactions are defined as those determined to be jurisdiction by the Federal Energy Regulatory Commission. Intrastate transactions are defining as all other transactions.

#### Self-Service Wheeling

In accordance with Rule 25-17.0883, F.A.C., self-service wheeling will be provided when found to be cost-effectiveunder the Florida Public Service Commission's approved cost-effectiveness methodology.

Energy delivered to the Company shall be adjusted before delivery to another utility as follows:

| Qualifying Facility Delivery | <u>Adjustme</u>    |
|------------------------------|--------------------|
| <u>Voltage</u>               | <u>nt Factor</u>   |
| Transmission Voltage         | <del>0.96758</del> |
| Substation Voltage Delivery  | <del>094103</del>  |
| Primary Voltage Delivery     | <del>0.91001</del> |

Where wheeling power produced by a Qualifying Facility will impair the Company's ability to give adequate service to the rest of the Company's customer or place an undue burden on the Company, the Company may petition the FPSC for a waiver of this special provision no. 2.

ISSUED BY: 0. L. McCrary-EFFECTIVE: April 7, 1992

Section IX Fourth Revised Sheet No. 9.8 Canceling Third Revised Sheet No. 9.8

# AVAILABILITY

The Company will purchase firm capacity and energy offered by any small power producer as stated in FPSC Rule 25-17.0832(4)(a)(1), small Qualifying Facility (less than 100 kilowatts), or by any solid waste facility as defined in FPSC Rule 25-17.091, F.A.C., irrespective of its location, which is either directly or indirectly interconnected with the Company under the provisions of this schedule. The Company will negotiate and may contract with any Qualifying Facility, irrespective of its location, which is either directly or indirect with the Company for the purchase of firm capacity and energy pursuant to terms and conditions which deviate from this schedule where such negotiated contracts are in the best interest of the Company's ratepayers. The capacity available under this standard offer shall be between 0 and 10,000 KW or between 385,000 KW and 574,000 KW.

# **APPLICABILITY**

Applicable to any cogeneration or small power production Qualifying Facility (less than 100 kilowatts) or to any solid waste facility as defined in FPSC Rule 25-17.091, F.A.C., irrespective of its location, producing capacity and energy for sale to the Company on a firm basis pursuant to the terms and conditions of this schedule and the Company's "Standard Offer Contract Firm capacity and energy are described by the Florida Public Service Commission (FPSC) in Rule 215-17.0832, F.A.C., and are capacity and energy produced and sold by a Qualifying Facility pursuant to a negotiated or standard offer contract and subject to certain contractual provisions as to quantity, time, and reliability of delivery. The terms OF or facility will be used interchangeably throughout this schedule to refer to all facilities eligible under Rule 25-17.083(4)(a), F.A.C.

### CHARACTER OF SERVICE

The character of service for purchases within the territory served by the Company shall be, at the option of the Company, single or three phase, 60 hertz, alternating current at any available standard Company voltage. The character of service for purchases from outside the territory served by the Company shall be three phase, 60 hertz, alternating current at the voltage level available at the interchange point between the Company and the utility delivering firm capacity and energy from the Qualifying Facility.

# **LIMITATIONS**

Purchases under this schedule are subject to the Company's <sup>++</sup>General Standards for Safety and Interconnection of Cogeneration and Small Power Production Facilities to the Electric Utility System' and to FPSC Rules 25-17.080 through 25-17.091, F.A.C., and are limited to those Qualifying Facilities which:

A. Beginning upon the date, as prescribed by the Florida Public Service Commission (FPSC), that this standard offer is deemed available and ending 14 days thereafter, executes the Company's "Standard Offer Contract" for the purchase of firm capacity and energy; and

B. Commit to commence deliveries of firm capacity and energy no later than June 1, 2002 and to continue such deliveries through at least May 31, 2012.

Section IX Fourth Revised Sheet No. 9.9 Canceling Third Revised Sheet No. 9.9

## RATES FOR PURCHASES BY THE COMPANY

Firm capacity and energy are purchased at a unit cost, in dollars per kilowatt per month and cents per kilowatt hour, respectively, based on the value of Gulf's Designated Avoided Unit as described herein.

## A. <u>Firm Capacity Rates</u>

Four options, 1, 2, 3, and 4, as set forth below, are available concerning payment for firm capacity which is produced by the Qualifying Facility (QF) or Solid Waste Facility and delivered to the Company. The capacity payment will be the product of the QF's Committed Capacity and the applicable rate from the QF's chosen capacity payment option. Once selected, an option shall remain in effect for the term of the contract with the Company. Tariff Sheet 9.11 contains the monthly rate per kilowatt in accordance with Option 1, of firm capacity the Qualifying Facility or Solid Waste Facility has contractually committed to deliver to the Company and is based on the minimum contract term for an agreement pursuant to this standard offer rate schedule which extends ten (10) years beyond the anticipated in service date of the Designated Avoided Unit (i.e., through May 31, 2012). Payment schedules for other options and longer contract terms will be made available by the Company to a Qualifying Facility or Solid Waste Facility upon request. At a maximum, firm capacity and energy shall be delivered for a period of time equal to the anticipated plant life of the Designated Avoided Unit, commencing with the anticipated in service date of the Designated Avoided Unit.

<u>Option 1 Value of Deferral Capacity Payments</u> Value of Deferral Capacity Payments shall commence on June 1, 2002, the anticipated in service date of the Designated Avoided Unit, provided the Qualifying Facility or Solid Waste Facility is delivering firm capacity and energy to the Company. Capacity payments under this option shall consist of monthly payments, escalating annually, of the avoided capital and fixed operating and maintenance expense associated with the Designated Avoided Unit and shall be equal to the value of the year by year deferral of the Designated Avoided Unit, calculated in conformance with the applicable provisions of FPSC Rule 25 17.0832, F.A.C.

<u>Option 2 Early Capacity Payments</u> Payment schedules under this option are based on an equivalent net present value of the Value of Deferral Capacity Payments for the Designated Avoided Unit with an in-service date of June 1, 2002. The Qualifying Facility or Solid Waste Facility shall select the month and year in which the delivery of firm capacity and energy to the Company is to commence and capacity payments are to start. Early Capacity Payments shall consist of monthly payments, escalating annually, of the avoided capital and fixed operating and maintenance expense associated with the Designated Avoided Unit. Avoided capacity payments shall be calculated in conformance with the applicable provisions of FPSC Rule 25-17.0832, F.A.C. At the option of the Qualifying Facility or Solid Waste Facility, Early Capacity Payments may commence at any time after the specified earliest capacity payment date and before the anticipated in service date of the Designated Avoided Unit provided the Qualifying Facility or Solid Waste Facility or Solid Waste Facility is delivering firm capacity and energy to the Company. Where Early Capacity Payments are elected, the cumulative present value of the capacity payments made to the Qualifying Facility or Solid Waste Facility over the term of the contract shall not exceed the cumulative present value of the capacity payments which would have been made to the Qualifying Facility or Solid Waste Facility or the term of the contract shall not exceed the cumulative present value of the capacity payments which would have been made to the Qualifying Facility or Solid Waste Facility had such payments been made pursu

ISSUED BY: Travis Bowden

EFFECTIVE: October 19, 1999

#### Section IX

Sixth Revised Sheet No. 9.10 Canceling Fifth Revised Sheet No. 9.10

<u>Option 3 - Levelized Capacity Payments</u> - Levelized Capacity Payments shall commence on the anticipated in service date of the Designated Avoided Unit, provided the Qualifying Facility or Solid Waste Facility is delivering firm capacity and energy to the Company. The capital portion of the capacity payment under this option shall consist of equal monthly payments over the term of the contract, calculated in accordance with the applicable provisions of FPSC Rule 25-17.0832, F.A.C. The fixed operation and maintenance portion of the capacity payment shall be equal to the value of the year by year deferral of fixed operation and maintenance expense associated with the Designated Avoided Unit. Where Levelized Capacity Payments are elected, the cumulative present value of the capacity payments made to the Qualifying Facility or Solid Waste Facility over the term of the contract shall not exceed the cumulative present value of the capacity payments which would have been made to the Qualifying Facility or Solid Waste Facility or Solid Unit.

Early Levelized Capacity Payments - Payment schedules under this option are based on an Option 4 equivalent net present value of the Value of Deferral Capacity Payments for the Designated Avoided Unit with an in-service date of June 1, 2002. The capital portion of the capacity payment under this option shall consist of equal monthly payments over the term of the contract, calculated in accordance with the applicable provisions of FPSC Rule 25-17.0832, F.A.C. The fixed operation and maintenance portion of the capacity payments shall be equal to the value of the year-by-year deferral of fixed operation and maintenance expense associated with the Designate Avoided Unit. At the option of the Qualifying Facility or Solid Waste Facility, Early Levelized Capacity Payments shall commence an any time after the specified earliest capacity payment date and before the anticipated in service date of the Designated Avoided Unit provided the Qualifying Facility or Solid Waste Facility is delivering firm capacity and energy to the Company. The Qualifying Facility or Solid Waste Facility shall select the month and year in which the delivery of firm capacity and energy to the Company is to commence and capacity payments are to start. Where Early Levelized Capacity Payments are elected, the cumulative present value of the capacity payments made to the Qualifying Facility or Solid Waste Facility over the term of the contract shall not exceed the cumulative present value of the capacity payments which would have been made to the Qualifying Facility or Solid Waste Facility had such payments been made pursuant to Option 1.

All capacity payments made by the Company prior to June 1, 2002 are considered "Early Payments". The ewner or operator of the Qualifying Facility, as designated by the Company, shall secure its obligation to repay, with interest, the accumulated amount of Early Payments to the extent that the cumulative present value of the capacity payments made to the Qualifying Facility over the term of the contract exceeds the cumulative present value of the capacity payments which would have been made to the Qualifying Facility had such payments been made pursuant to Option 1 or to the extent that annual firm capacity payments made to the Qualifying Facility in any year exceed that year's annual value of deferring the Designated Avoided Unit in the event the Qualifying Facility defaults under the terms of its "Standard Offer Contract" with the Company. The Company will provide to the QF monthly summaries of the total outstanding balance of such security obligations. A summary of the types of security instruments which are generally acceptable to the Company is set forth below.

Section IX Original Sheet No. 9.10.1

# SURETY BOND REQUIREMENTS

FPSC Rule 25-17.0832 (3) (e) (8), F.A.C., requires that when early capacity payments are elected, the Qualifying Facility must provide a surety bond or equivalent assurance of repayment of early capacity payments to the extent that the annotative present value of the capacity payments made to the Qualifying Facility over the term of the contract exceeds the annotative present value of the capacity payments which would have been made to the Qualifying Facility had such payments been made pursuant to Option I or to the extent that annual firm capacity payments made to the Qualifying Facility in any year exceed that year'sannual value of deferring the Designated Avoided Unit in the event the Qualifying Facility is unable to meet the terms and conditions of its contract. Depending on the nature of the Qualifying Facility is operation, financial health and solvency, and its ability to meet the termsand conditions of the Company's "Standard Offer Contract." one of the following may, at the Company's discretion, constitute an equivalent assurance of repayment:

(1) an unconditional, irrevocable direct pay letter; or

(2) surety bond; or

(3) other means acceptable to the Company.

The Company will cooperate with each Qualifying Facility applying for earl capacity payments to determine the exact form of an "equivalent assurance of repayment" to be required based on the particular aspects of the Qualifying Facility. The Company will endeavor to accommodate an equivalent assurance of repayment 'which is in the best interests of both the Qualifying Facility and the Company's ratepayers.

In the case of a governmental solid waste facility, pursuant to FPSC: Rule 25-17.091, F.A.C., the following will be acceptable to the Company:

the unsecured premise of a municipal county, or state government that it will repayearly capacity payments to the extent that the cumulative present value of the capacity payments made to the Qualifying Facility over the term of the contract exceeds the cumulative present value of the capacity payments which would have been made to the Qualifying Facility had such payments been made pursuant to Option 1 or to the extent that annual firm capacity payments made to the Qualifying Facility in any year exceed that year's annual value of deferring the Designated Avoided Unit in the event of default by the Solid Waste Facility.

## Section IX Eighteenth <u>Nineteenth Revised Sheet No. 9.11</u> Canceling EighteenthSeventeenth Revised Sheet No. 9.11

## MONTHLY CAPACITY PAYMENTS RATE \$/KW/MONTH

| <u>Contract Period</u>              | A <del>voided</del><br>Capita!<br>Cost<br><u>\$/KW-MO</u> | A <del>voided</del><br>O&M<br><del>Cost</del><br><u>\$/KW-MO</u> | <del>Total</del><br>Avoided<br>Capacity<br>Cost<br><del>\$/KW-MO</del> |
|-------------------------------------|-----------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------------|
| <del>06/01/1999 to 05/31/2000</del> | 0.00                                                      | 0.00                                                             | 0.00                                                                   |
| <del>06/01/2000 to 05/31/2001</del> | <del>0.00</del>                                           | <del>0.00</del>                                                  | <del>0.00</del>                                                        |
| 06/01/2001 to 05/31/2002            | <del>0.00</del>                                           | 0.00                                                             | 0.00                                                                   |
| 06/01/2002 to 05/31/2003            | <del>3.71</del>                                           | <del>0.39</del>                                                  | 4.10                                                                   |
| 06/01/2003 to 05/31/2004            | <u>3.82</u>                                               | <del>0.40</del>                                                  | <del>4.21</del>                                                        |
| 06/01/2004 to 05/31/2005            | <del>3.93</del>                                           | <del>0.41</del>                                                  | 4.33                                                                   |
| 06/01/2005 to 05/31/2006            | 4.04                                                      | <del>0.42</del>                                                  | 4.4 <del>6</del>                                                       |
| <del>06/01/2006 to 05/31/2007</del> | 4 <del>.16</del>                                          | <del>0.43</del>                                                  | <del>4.59</del>                                                        |
| 06/01/2007 to 05/31/2008            | 4 <u>.28</u>                                              | <del>0.44</del>                                                  | 4.72                                                                   |
| 06/01/2008 to 05/31/2009            | <del>4.40</del>                                           | <del>0.46</del>                                                  | <del>4.86</del>                                                        |
| 06/01/2009 to 05/31/2010            | 4 <del>.53</del>                                          | <del>0.47</del>                                                  | <del>5.00</del>                                                        |
| 06/01/2010 to 05/31/2011            | <del>4.66</del>                                           | <del>0.48</del>                                                  | <del>5.14</del>                                                        |
| 06/01/2011 to 05/31/2012            | 4 <del>.79</del>                                          | <del>0.50</del>                                                  | <del>5.29</del>                                                        |

The capacity payment for a given month will be added to the energy payment for such month and tendered by tr1e Company to the OF as a single payment as promptly as possible, normally by the twentieth business day following the day the meter is read.

## B. Energy Rates

(1) <u>Payments Starting On June 1. 2002</u>: The OF shall be paid at the avoided energy rate for all energy delivered to the Company during periods in which the Company has requested the QF to operate at the Company's as-available energy rate as described in Schedule COG-1, Sheet 9.3.

All purchases shall be adjusted for losses from the point of metering to the point of interconnection.

(2) <u>Payments Prior To June 1, 2002</u>: The as-available energy rate will apply to all energy delivered by the OF to the Company prior to June 1, 2002.

The calculation of as available payments to the Qualifying Facility shall be based on the sum, over all hours of the billing period in which the OF is not called on by the Company, of the product of each hour's avoided energy cost times the purchases by the Company for that hour as described in Schedule COG-1, Sheet 9.3.

All purchases shall be adjusted for losses from the point of metering to the point of interconnection.

ISSUED BY: Travis BowdenTiffany\_cohen

Section IX Fourth Revised Sheet No. 9.12 Canceling Third Revised Sheet No. 9.12

## PERFORMANCE CRITERIA

Payments for firm capacity are conditioned on the Qualifying Facility's ability to maintain the following performancecriteria:

## (A) <u>Commercial In-Service Date</u>

Capacity payments shall not commence until the Qualifying Facility has attained and demonstrated, commercial in service status. The commercial in service date of a Qualifying Facility shall be defined as the first day of the month following the successful completion of a test in which the Qualifying Facility maintains an hourly kilowatt (KW) output, as metered at the point of interconnection with the Company, equal to or greater than the Qualifying Facility's Committed Capacity under its "Standard Offer Contract" for an entire test period. A Qualifying Facility shall coordinate the selection of the test period with the Company to ensure that the performance of its facility during this period is reflective of the anticipated day to day operation of the Qualifying Facility during a period the Company is likely to call upon the Qualifying Facility to operate as though it were part of the Company's Designated Avoided Unit.

### (B) OF Availability Requirement

Payments for firm capacity shall be made monthly in accordance with the capacity payment rate option selected by the Qualifying Facility, subject to the condition that, beginning June 1, 2002 and continuing through the remainder of the contract term, the qualifying facility maintains a minimum Equivalent AvailabilityFactor (EAF) of 92% defined by NERC Generation Availability Data System (GADS) definitions for each 12 month period ending August 31. Failure to satisfy this availability requirement shall result in a obligation forrepayment by the Qualifying Facility to the Company. The amount of such repayment shall be equal to thepayments received for firm capacity during that 12 month period, plus interest. For the year 2002, the repayment obligation shall be determined as above except that the period for which the availabilityrequirement applies and which is subject to repayment shall be the three months ending August, 2002.

In addition to the foregoing, when early capacity payments have been elected and received, the failure of the qualifying facility to satisfy the availability requirement set forth above shall also result in an obligation foradditional repayments by the Qualifying Facility to the Company. The amount of such additional repaymentshall be equal to the difference between: (1) what the Qualifying Facility would have been paid during theprevious twelve months ending August 31 had it elected the normal payment option; and (2) what it was paidpursuant to the payment option selected. The latter amount is the amount the Qualifying Facility would havebeen entitled to retain for the previous twelve months ending August 31 had it satisfied the minimumavailability factor performance criteria. For the year 2002, the additional repayment obligation shall be determined as above except that the period for which the availability requirement applies and which is subject repayment shall be the three months ending August, 2002.

# DETERMINATION OF THE AVAILABILITY FACTOR

In October of each year of this Contract, the Company will calculate the availability of the OF over the most recent twelve month period ending August 31. For purposes of this Schedule, availability is defined by the NERC GADS formula for Equivalent Availability Factor (EAF). The OF will be entitled to continue to receive capacity payments as long as an EAF of 92% is maintained for each performance period. If the OF fails to maintain a 92% EAF, then the Company may deem the QF to be in non-performance of its committed capacity and, thereby, invoke the provisions of Section 8 of the Standard Offer Contract.

## Section IX Fifth Revised Sheet No. 9.13 Canceling Fourth Revised Sheet No. 9.13

## (C) Equivalent Availability Factor Calculation

Each October during the term of this contract the Company will calculate the QF's equivalent availability factor during the previous twelve month period ending August 31. The formula to be used for this calculation is as follows:

## EAF = {[AH - (EUDH + EPDH + ESEDH)]/PH}X 100 (%) where,

| AH             | =      | Available Hours<br>Sum of all SH, RSH, Pumping Hours, and Synchronous Condensing Hours.                                                                                                          |
|----------------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| EPDH           | =      | Equivalent Planned Derated Hours<br>Product of the Planned Derated Hours and the Size of Reduction, divided by the NMC.                                                                          |
| ESEDH          | =      | Equivalent Seasonal Derated Hours<br>NMC less the NOC, times the Available Hours (AH), divided by the NMC.                                                                                       |
| EUDH           | =      | <del>Equivalent Unplanned Derated Hours</del><br><del>Product of the Unplanned Derated Hours and the Size of Reduction<sub>∔</sub>divided by the NMC.</del>                                      |
| NOC            | =      | Net Dependable Capacity<br>NMC modified for ambient limitations.                                                                                                                                 |
| NMC            | =      | Capacity a unit can sustain over a specified period when not restricted by ambient-<br>conditions or equipment deratings, minus the losses associated with station service or<br>auxiliary loads |
| PH             | =      | Period Hours<br>Number of ours a unit was in the active state. A unit generally enters the active state on-<br>its commercial date.                                                              |
| <del>RSH</del> | -      | Reserve Shutdown Hours<br>Total number of hours the unit was available for service but not electrically connected to the<br>transmission system for economic reasons.                            |
| SH             | -      | Service Hours<br>Total number of hours a unit was electrically connected to the transmission system.                                                                                             |
| Additiona      | l Cri  | teria                                                                                                                                                                                            |
| ye:            | ar; ar | alifying Facility shall provide monthly generation estimates by October 1 for the next calendar<br>ad                                                                                            |

- (2) The Qualifying Facility shall promptly update its yearly generation schedule when any changes are determined necessary; and
- (3) The Qualifying Facility shall agree to reduce generation or take other appropriate action as requested by the Company for safety reasons or to preserve system integrity; and
- (4) The Qualifying Facility shall coordinate scheduled outages with the Company; and
- (5) The Qualifying Facility shall comply with the reasonable requests of the Company regarding daily or hourly communications.

(6) The Qualifying Facility must promptly notify the Company of its inability to supply any portion of its full Committed Capacity from the facility. Failure of the OF to notify the Company of a known derating orinability to meet its Committed Capacity obligation from the facility may, at the sole discretion of the Company, result in a determination of non-performance.

<del>(D)</del>

Section IX Sixth Revised Sheet No.9.14 Canceling Fifth Revised Sheet No.9.14

## DELIVERY VOLTAGE ADJUSTMENT

Energy payments to Qualifying Facilities within the Company's service territory shall be adjusted according to the delivery voltage by dividing the energy delivered at that voltage by the following factors:

| Transmission Voltage Delivery | <del>1.01801#</del>    |
|-------------------------------|------------------------|
| Substation Voltage Delivery   | <del>1.03208##</del>   |
| Primary Voltage Delivery      | <del>1.05862###</del>  |
| Secondary Voltage Delivery    | <del>1.08576####</del> |

# Any Qualifying Facility interconnected at a voltage of 46 KV or above.

## Any Qualifying Facility interconnected at a voltage on the low side of a substation below 46 KV and above 4 KV. This substation, where the Qualifying Facility takes electricity on the low side, shall have transmission voltage on the high side (115, 69, or 46 KV) and distribution voltage on the low side (25, 12, or 4 KV).

### Any Qualifying Facility interconnected at a distribution voltage, 4 to 25 KV inclusive.

##### Any Qualifying Facility interconnected at a voltage below 4 KV.

### METERING REQUIREMENTS

Qualifying Facilities within the territory served by the company shall pay the Company for meters required hereunder. Hourly demand recording meters shall be required for each individual generator unit comprising a facility with a total installed capacity of 100 KW or more. Where the total installed capacity of the facility is less than 100 KW, the Qualifying Facility may select from either hourly demand recording meters, dual kilowatt-hour register time-of-day meters or standard kilowatt-hour meters. Meters shall be installed to measure the energy production from each generating unit of the facility as well as net delivered energy at the point of interconnection. Purchases from Qualifying Facilities outside the territory served by the Company shall be measured as the quantities scheduled for interchange to the Company by the utility delivering firm capacity and energy to the Company.

## **BILLING OPTIONS**

The Qualifying Facility may elect to make either simultaneous purchases and sales or net sales. The decision to change billing methods can be made once every twelve (12) months coinciding with the next Fuel and Purchased Power Cost Recovery Factor billing period providing the Company is given at least thirty days' written notice before the change is to take place. In addition, allowance must be made for the installation or alteration of needed metering or interconnection equipment for which the Qualifying Facility must pay; and such purchases and/or sales must not abrogate any provisions of the tariff or contract with the Company.

A statement covering the charges and payments due the Qualifying Facility is rendered monthly, and payment normally is made by the twentieth business day following the end of the billing period.

Section IX Sixth Revised Sheet No. 9.15 Canceling Fifth Revised Sheet No. 9.15

#### CHARGES TO QUALIFYING FACILITY

(A) Base Charges

Monthly base charges for meter reading, billing and other applicable administrative costs shall be equal to the base charge applicable to a customer receiving retail service under similar load characteristics.

(B) Interconnection Charge for Nonviable Utility Expenses

The QF, in accordance with Rule 25-17.087, F.A.C., shall bear the cost required for interconnection including the cost of metering and the cost of accelerating construction of any transmission or distribution system improvements required in order to accommodate the location chosen by the QF for its facility. The QF shall have the option of payment in full for interconnection or making equal monthly installment payments over a thirty-six (36) month period together with interest at the rate then prevailing for thirty (30) days highest grade commercial paper; such rate is to be determined by the Company thirty (30) days prior to the date of each payment.

## (C) Interconnection Charge for Variable Utility Expenses

The QF shall be billed monthly for the cost of variable utility expenses associated with the operation and maintenance of the interconnection. These include (a) the Company's inspections of the interconnection; and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the QF if no sales to the Company were involved.

#### (D) Taxes and Assessments

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 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.

EFFECTIVE: April 11, 2012

#### Section IX Fifth Revised Sheet No.9.16 Canceling Fourth Revised Sheet No. 9.16

#### 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 pertain.
- (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 a month 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 abducted to determine the actual IOOth 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) Qualifying Facilities within the territory served by the Company shall be required to sign the Company's filed Standard Interconnection Agreement in order to be permitted to engage in parallel operations with 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 as well as other applicable federal and state legislation or regulations.

#### SPECIAL PROVISIONS

- (1) Special contracts deviating from the above Schedule are allowable provided they are agreed to by the Company and approved by the Florida Public Service Commission.
- (2) A Qualifying Facility located within the Company's service territory may sell firm capacity and energy to a utility other than the Company, were such agreements existing, the Company will provide transmission wheeling service to deliver the Qualifying Facility 's power to the purchasing utility or to an intermediate utility. In addition, the Company will provide transmission wheeling serve through its territory for a Qualifying Facility located outside the Company's service territory, for delivery of the Qualifying Facility 's power to the purchasing utility or to an immediate utility. In either case, where existing Company transmission capacity exists, the Company will impose a charge for wheeling Qualifying Facility capacity and energy, measured at the point of delivery to the Company.

The Qualifying Facility shall be responsible for all costs associated with such wheeling including:

A. Wheeling charges;

B. Line losses incurred by the Company; and

C. Inadvertent energy flows resulting from such wheeling.

ISSUED BY: D.L.Mccrary

EFFECTIVE: September15.1993

Section IX Fifth Revised Sheet No. 9.17 Canceling Fourth Revised Sheet No. 9.17

Energy delivered to the Company shall be adjusted before delivery to another utility.

Interstate transactions are defined as those determined to be in the jurisdiction of the Federal Energy-Regulatory Commission.

Capacity delivered to the Company shall be adjusted before delivery to another utility. The following estimated adjustment factors are supplied for informational purposes only:

| Qualifying Facility Delivery Voltage  | Adjustment Factor  |  |  |
|---------------------------------------|--------------------|--|--|
| Transmission Voltage Delivery         | <del>0.96758</del> |  |  |
| Substation Voltage Delivery           | <del>0.94103</del> |  |  |
| Primary Distribution Voltage Delivery | <del>0.91001</del> |  |  |

All charges and adjustments for wheeling will be determined on a case-by-case basis.

Where wheeling power produced by a Qualifying Facility for delivery within the Company's territory or to another utility will impair the Company's ability to give adequate service to the rest of the Company's customers or place an undue burden on the Company, the Company may petition the FPSC for a waiver of this Special Provision No. 2 or require the QF to pay for the necessary transmission system improvements in accordance with the National Energy Policy Act of 1992.

In order to establish the appropriate transmission service arrangements, the QF must contact:-

Senior Manager, Transmission Services 4200 West Flagler Street Miami, FL 33134

(3) As a means of protecting the Company's ratepayers from the possibility of a QF project not coming on line as provided for under an executed Standard Offer Contract and in order to provide the Company with additional and immediately available funds for its use to secure replacement and reserve power in the event that the QF fails to successfully complete construction and come on line in accord with the executed standard offer contract, the Company requires that a cash completion security deposit equal to \$20 per kw of Anticipated Committed Capacity be delivered to the Company at the time the Company's Standard Offer Contract is executed by the QF. At the election of the QF, the completion security deposit may be phased in such that one half of the total deposit due is paid at contract execution and the remainder within 12 months after contract execution.

Depending on the nature of the QF's operation, financial health and solvency, and its ability to meet the terms and conditions of the Company's Standard Offer Contract, one of the following, at the Company's discretion, may be used as an alternative to a cash deposit as a means of securing the completion of the QF's project in accord with the executed Standard Offer Contract:

(a) an unconditional, irrevocable direct pay letter; or

(b) surety bond; or

(c) other means acceptable to the Company.

Section IX Fourth Revised Sheet No. 9.18 Canceling Third Revised Sheet No. 9.18

The Company will cooperate with each QF seeking an alternative to a cash security deposit as an acceptable means of securing the completion of the QF's facilities in accord with an executed Standard Offer Contract. The Company will endeavor in good faith to accommodate an equivalent to a cash security deposit which is in the best interests of both the QF and the Company's ratepayers.

In the case of a governmental solid waste facility, pursuant to FPSC Rule 25-17.091, F.A.C., the following will be acceptable to the Company:

The unsecured promise of a municipal, county, or state government that it will pay the actual damages incurred by the Company because the governmental facility fails to come on line prior to the planned inservice date for the Designated Avoided Unit.

(4) The Company, in evaluating the viability of any particular offer may exercise its rightsunder FPSC Rule 25-17.0832(4)(c) {2b}, F.A.C.

RESERVED FOR FUTURE USE

# Section IX

Fourth-Fifth Revised Sheet No. 9.9 Canceling FourthThird Revised Sheet No. 9.9

PAYMENTS FOR PURCHASES OF POWER FROM QUALIFYING FACILITIES DURING GENERATION CAPACITY ALERTS

# **SCHEDULE**

COG-3, Purchase of Power During Generation Capacity Alerts

AVAILABLE

Entire service area.

# **APPLICABLE**

To any Qualifying Facility producing energy for sale to the Company on an As-Available basis.

# **LIMITATIONS**

All purchases by the Company pursuant to this Schedule COG-3 are subject to FPSC Rules 25-17.080 through 25-17.087, F.A.C., inclusive, as currently in effect or as they may be amended by the FPSC from time to time.

# DELIVERY INCENTIVE ADDER FOR SALES TO THE COMPANY

Payments by the Company to QFs for power provided to the Company hereunder shall be the sum of the following:

- (a) The amounts as described in Schedule COG-1, ENERGY RATES; plus
- (b) A Delivery Incentive Adder of \$2.71/MWh, subject to the conditions specified below.

Payments shall be made by the Company in accordance with Schedule COG-1 procedures.

# **CONDITIONS FOR DELIVERY INCENTIVE ADDER**

The Company will pay the Delivery Incentive Adder identified above subject to the condition that the Company projects an impending Generation Capacity Alert, defined as a situation whereby the loss of the Company's largest generating unit then on line would cause the Company to purchase emergency power or, if unavailable, interrupt firm native load. The Company's Operating Representative will exercise all reasonable efforts to provide at least four (4) hours' advance notice to each participating QF's Operating Representative prior to the Generation Capacity Alert, and will advise QFs' Operating Representatives of the hours of the Generation Capacity Alert. The Delivery Incentive Adder will be applicable and paid only during those hours when (i) the Company is in a Generation Capacity Alert, (ii) the QF's Operating Representative has, at the time of the Company's provision of notice, firmly committed to the Company all or a specified portion, in megawatts, of the QF's electrical output, and (iii) the QF actually delivers the committed output to the Company during the hours of the Generation Capacity Alert.

**RESPONSIBILITIES FOR INSURANCE AND INDEMNIFICATION** 

Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company Governmental, FPL'S General Rules and Regulations, tThe Company's and each participating QF's respective responsibilities for insurance and indemnification shall be as set forth in their interconnection agreement.

**ISSUED BY:** <u>Tiffany Cohen</u>

Section IX Fourth Revised Sheet No. 9.19 Canceling Third Revised Sheet No. 9.19

#### **GULF POWERCOMPANY**

#### STANDARD OFFER CONTRACT FOR THE PURCHASE OF

FIRM CAPACITY AND ENERGY FROM A SMALL QUALIFYING FACILITY (LESS THAN 100KW) OR FROM A SOLID-WASTE FACILITY

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_ by and etween

\_, hereinafter referred to as the "OF"; and Gulf Power Company; a corporation,

hereinafter referred to as the <sup>-</sup>Company The QF and the Company shall collectively be referred to herein as the <sup>-</sup> "Parties"

#### WITNESSETH:

WHEREAS, the QF desires to sell, and the Company desires to purchase, electricity to be generated by the

QF, such sale and purchase to be consistent with Florida Public Service Commission (FPSC) Rules 25-17.080

through 25-17.091 and Order No. PSC-96-1548-FOF-EQ, Docket No. 931186-EQ; and

WHEREAS, the QF, in accordance with Rule 25-17.087, F.A.C., has entered into an interconnection agreement with (orsigned and submitted the substantial equivalent of the Company's Form 12 – Application for Interconnection of Customer-Owned Generation to) the utility in whose service territory the QF's generating facility is located, attachedhereto as Appendix A; and

WHEREAS, the FPSC has approved the following standard contract for use in connection with the acceptance of the Company's standard offer for the purchase of firm capacity and energy from small qualifying facilities (less than 100kilowatts) or from solid waste facilities as defined in Rule 25-17.091, F.A.C.; NOW THEREFORE, for mutual consideration the Parties agree as follows:

### **Facility**

The QF either contemplates installing and operating or has installed and is operating a facility comprised in whole or in part of the following generator units located at \_\_\_\_\_\_

|                            |                            |                               |                         | WIFT NO. E-14, A                                                                                      | MFR NO. E-14, ATTACHMENT TOP 0, PAGE 390 OF 5 |                            |  |  |  |
|----------------------------|----------------------------|-------------------------------|-------------------------|-------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------|--|--|--|
|                            |                            |                               |                         | Section IX<br>Fourth Revised Sheet No. 9.20-<br>Canceling Third Revised Sheet No. 9.20<br>Fuel Source |                                               |                            |  |  |  |
|                            |                            | Initial                       | KVA                     |                                                                                                       |                                               |                            |  |  |  |
| H<br>Unit                  | Description<br>(Type)      | In-Service<br>Date            | Nameplate<br>Rating     | KW-Output<br>Rating                                                                                   | Primary                                       | Secondary                  |  |  |  |
|                            |                            |                               |                         |                                                                                                       |                                               |                            |  |  |  |
|                            |                            |                               |                         |                                                                                                       |                                               |                            |  |  |  |
| The entire facility,       | whether com                | prised in whole               | or in part of th        | <del>ne generator unit</del>                                                                          | <mark>s set forth abo</mark>                  | <del>ve, is designed</del> |  |  |  |
| to produce a max           | imum of                    | kilowatts                     | (KW) of electric        | power at an 85                                                                                        | <del>% power fact</del> o                     | <del>r. Hereinafter,</del> |  |  |  |
| the designated ge          | nerator units li           | sted above and                | related equipme         | nt will be collective                                                                                 | ely referred to a                             | <del>s "facility.</del> "  |  |  |  |
|                            |                            |                               |                         |                                                                                                       |                                               |                            |  |  |  |
| 1. <u>Term of th</u>       | <u>e Agreement</u>         |                               |                         |                                                                                                       |                                               |                            |  |  |  |
| This Agree                 | ement shall be             | əgin immediatel <u>ı</u>      | y upon its exect        | ution and the con                                                                                     | temporaneous                                  | payment by the             |  |  |  |
| QF to the Compa            | <del>ny of a secur</del> i | i <del>ty deposit in th</del> | e amount of \$2         | 0.00 times each                                                                                       | KW of anticipa                                | ated Committed             |  |  |  |
| Capacity as descri         | bed in Section             | 4.2.1 of this Ag              | reement. This           | Agreement shall                                                                                       | end at 12:01 A.I                              | M.,                        |  |  |  |
| <del>20 (date specif</del> | ied shall be no            | earlier than Ma               | <del>y 31, 2012).</del> |                                                                                                       |                                               |                            |  |  |  |
| Notwithsta                 | anding the fo              | <del>regoing, if cor</del>    | struction and           | commercial oper                                                                                       | ration of the                                 | facility are not           |  |  |  |
| accomplished by th         |                            |                               |                         |                                                                                                       |                                               |                            |  |  |  |
| be considered to b         |                            |                               |                         |                                                                                                       |                                               |                            |  |  |  |
| the Company as a           | completion se              | əcurity deposit u             | nder this section       | n of the Agreemer                                                                                     | <del>nt.</del>                                |                            |  |  |  |
|                            |                            |                               |                         | ased in such that (                                                                                   |                                               | otal deposit due           |  |  |  |
| is paid upon contra        |                            |                               |                         |                                                                                                       |                                               |                            |  |  |  |
| QF elects to phase         |                            |                               |                         |                                                                                                       |                                               |                            |  |  |  |
| shall be the date of       |                            |                               |                         |                                                                                                       |                                               |                            |  |  |  |
| either installment c       |                            |                               |                         |                                                                                                       | e latater obliga                              |                            |  |  |  |
|                            | . the coounty              |                               |                         | and company.                                                                                          |                                               |                            |  |  |  |
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ISSUED BY: Travis Bowden

# Section IX

Fourth Revised Sheet No. 9.21 Canceling Third Revised Sheet No.9.21

Depending on the nature of the QF's operation, financial health and solvency, and its ability to meet the terms and conditions of this Agreement, one of the following, at the Company's discretion in accordance with the provisions of Schedule COG-2, may be used as an alternative to a cash deposit as a means of securing the completion of the QFs project in accord with this Agreement: an unconditional, irrevocable direct pay letter; or

surety bond; or

other means acceptable to the Company.

In the case of a governmental solid waste facility, pursuant to FPSC Rule 25-17.091, F.A.C., the following will be acceptable to the Company: the unsecured promise of a municipal, county, or state government to pay the actual damages incurred by the Company because the governmental facility fails to come on line prior to June 1, 2002.

The specific completion security vehicle agreed upon by the parties is: -----

(IN ORDER FOR THIS FORM OF CONTRACT TO BE USED TO TENDER ACCEPTANCE OF THE COMPANY'S STANDARD OFFER BY A QF OTHER THAN A GOVERNMENTAL SOLID WASTE-FACILITY, THE ABOVE LINE MUST SPECIFY CASH DEPOSIT IN THE APPROPRIATE AMOUNT-UNLESS THE QF HAS SECURED THE PRIOR WRITIEN CONSENT FROM THE COMPANY TO AN-ALTERNATIVE COMPLETION SECURITY VEHICLE.)

Sale of Electricity by the OF

The Company agrees to purchase electric power generated at the facility and transmitted to the Company by the OF. The purchase and sale of electricity pursuant to this Agreement shall be in accordance with the following billing methodology (choose one): Net Billing Arrangement; or

Simultaneous Purchase and Sales Arrangement.

ISSUED BY: Travis Bowden

Section IX Fourth Revised Sheet No. 9.22-Canceling Third Revised Sheet No. 9.22

The billing methodology chosen above may not be changed except in accordance with and subject to the following provisions of Rules 25-17.082 and 25-17.0832 F.A.C.:

when a Qualifying Facility selling as available energy enters into a negotiated contract or standard offercontract for the sale of firm capacity and energy; or

when a firm capacity and energy contract expires or is lawfully terminated by either the Qualifying-Facility or the purchasing utility; or

when the Qualifying Facility is selling as-available energy and has not changed billing methods withinthe last twelve months; and

upon at least thirty days advance written notice to the Company;

upon the installation of any additional metering equipment reasonably required to effect the change inbilling and upon payment by the QF for such metering equipment and its installation; upon completion and approval of any alterations to the interconnection reasonably required to effect the change in billing an upon payment by the QF for such alterations; and

where the election to change billing methods will not contravene the provisions of Rule 25-17.0832 or the tariff under which the facility receives electrical service, or any previously agreed upon contractual provision between the QF and the Company.

# Payment for Electricity Produced by the QF

### Energy

The Company agrees to pay the QF for energy produced by the facility and delivered f or sale to the Company by the QF. The purchase and sale of energy pursuant to this Agreement shall be in accordance with the rates and procedures contained in Schedule COG-2 as it exists at the time this Agreement is properly submitted by the QF to the Company as tendered acceptance of the Company's standard offer.

Section IX Fourth Revised Sheet No. 9.23 Canceling Third Revised Sheet No. 9.23

For all energy delivered by the QF to the Company, the QF shall be paid pursuant to the Company's asavailable

energy rate as outlined in the Company's Schedule COG 1, Sheet 9.3, contained in the Company's Tariff for Retail Electric Service on file with the Florida Public Service Commission, as said schedule may beamended from time to time with Commission approval. All purchases of energy by the Company shall be adjusted for losses from the point of metering to the point of interconnection. The calculation of as available payments due to the QF shall be based on the sum, over all hours of the billing periods during which the-QF is not called on by the Company to operate the facility, of the product of each hour's as-available energy price in conjunction with Gulf's participation in the Southern electric system's economic dispatch, times the quantity of energy delivered to the Company for that hour. Capacity

The QF may finalize its Committed Capacity (CC) after initial facility testing, and specify when capacity payments are to begin, by completing Paragraph 4.2.2 at a date subsequent to the execution of this. Agreement by the parties. However, the QF must complete Paragraph 4.2.2 before June 1, 2002 in order-to-be entitled to any capacity payments pursuant to this Agreement. The final Committed Capacity setforth in Paragraph

shall not exceed plus or minus ten percent of the above estimate. The date specified in Paragraph 4.2.2as the date on which capacity payments shall begin shall be no earlier than the date specified above, norany later than June 1, 2002.

Actual Committed Capacity. The capacity committed by the QF (Committed Capacity or

CC) for the purposes of this Agreement is kilowatts beginning. The QF is

committing this amount of capacity based on its agreement and commitment that this capacity will maintain an Equivalent Availability Factor (EAF) or 92%. The EAF will be based on the economic operation of a gasfired combined cycle unit constructed at the Company's Lansing Smith Plant. The QF elects to receive, and the Company agrees to commence calculating, capacity payments in accordance with this Agreementstarting with the first billing month following the date specified in this paragraph as the date on whichcapacity sales under this Agreement will begin.

Section IX Fourth Revised Sheet No. 9.24 Canceling Third Revised Sheet No. 9.24

Capacity Payments The QF chooses to receive capacity payments from the Company under Option as described in the Company's Schedule COG-2, Sheets 9.9 and 9.10 of the Company Tariff for-Retail Electric Service as they exist at the time this Agreement is properly submitted by the QF to the Company as tendered acceptance of the Company standard offer. The Capacity Payments to be madeby Gulf to

the QF are based upon a combined cycle generating unit with the following economic assumptions:

Size: 574 MW Discount Rate: 8.29% Annual Inflation: 2.88% Annual Capacity Factor: 62%-Equivalent Availability: 92% Installed Costs (2002): \$373.15/kw AFUDC Rate:-9.68% K-factor: 1.5311 Fixed O & M: \$4.62/kw-yr Unit Life: 20 years

The Company agrees it will pay the QF a capacity payment. This capacity payment will be the product of the QF's Committed Capacity and the applicable rate from the QF's chosen capacity payment option in accordance with Tariff Sheet Nos. 9.9 and 9.10, as it exists at the time this Agreement is properly submitted by the QF to the Company as tendered acceptance of the Company's standard offer. In the event either: (1) the date specified in Section 2 of this Agreement is later than June 1, 2012; or (2) the date specified in Paragraph 4.2.2 as the date capacity payments are to begin is one other than the two standing dates shown on Sheet No. 9.11, a payment schedule will be calculated by the Company and attached to this agreement as Exhibit D. Under those circumstances, the payment schedule set forth in Exhibit D will be used in the calculation of capacity payments pursuant to this paragraph. The capacity payment for a given month will be added to the energy payment for such month and tendered by the Company to the QF as a single payment as promptly as possible, normally by the twentieth-business day following the day the meter is read.

In October of each year of this Contract, the Company will calculate the availability of the QF over the most recent twelve-month period ending August 31. For purposes of this Agreement, availability means-Equivalent Availability Factor (EAF) as defined by the NERC GADS. If the availability (EAF) of the OF is not equal to or greater than 0.92 (92%), then the Company may deem the QF to be in nonperformance of its commitment and thereby invoke the provisions of Section 8 of this contract.

**ISSUED BY:** Travis Bowden

#### Section IX

Fourth Revised Sheet No. 9.25 Canceling Third Revised Sheet No. 9.25

The formula to be used for the availability calculation is as follows: EAF = {{AH - (EUDH + EPDH + ESEDH)}/PH } X 100 (%) where,

| AH               | = | Available Hours<br>Sum of all SH, RSH, Pumping Hours, and Synchronous Condensing Hours.                                                                                                    |
|------------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| EPDH             | = | Equivalent Planned Derated Hours<br>Product of the Planned Derated Hours and the Size of Reduction, divided by the NMC.                                                                    |
| <del>ESEDH</del> | = | Equivalent Seasonal Derated Hours<br>NMC less the NOC, times the Available Hours (AH), divided by the NMC.                                                                                 |
| EUDH             | = | Equivalent Unplanned Derated Hours<br>Product of the Unplanned Derated Hours and the Size of Reduction, divided by the NMC.                                                                |
| NDC              | = | Net Dependable Capacity<br>NMC modified for ambient limitations.                                                                                                                           |
| NMC              | = | Capacity a unit can sustain over a specified period when not restricted by ambient conditions or equipment deratings, minus the losses associated with station service or auxiliary loads. |
| PH               | = | Period Hours<br>Number of ours a unit was in the active state. A unit generally enters the active state on its<br>commercial date.                                                         |
| RSH              | = | Reserve Shutdown Hours<br>Total number of hours the unit was available for service but not electrically connected to the<br>transmission system for economic reasons.                      |
| SH               | = | Service Hours<br>Total number of hours a unit was electrically connected to the transmission system.                                                                                       |

#### Metering Requirements

Hourly demand recording meters shall be required for each individual generator unit comprising a facility with a total installed capacity of 100 kilowatts or more. Where the total installed capacity of the facility is less than 100 kilowatts, the OF may select any one of the following options-(choose one):

hourly demand recording meter(s);

dual kilowatt-hour register time-of-day meter(s); or ( ) standard kilowatt-hour meter(s). Unless special circumstances warrant, meters shall be read at monthly intervals on theapproximate-corresponding day of each meter reading period.

ISSUED BY: Travis Bowden

Section IX Third Revised Sheet No. 9.26 Canceling Second Revised Sheet No. 9.26

#### 2. Electricity Production Schedule

During the term of this Agreement, the QF agrees to:

(a) Adjust reactive power flow in the interconnection so as to remain within the range of

85% leading to 85% lagging power factor;

(b) Provide the Company, prior to October 1of each calendar year (January through December), an estimate of the amount of electricity to be generated by the facility and delivered to the Company for each month of the following calendar year, including the time, duration and magnitude of any planned outages or reductions in capacity;

(c) Promptly update the yearly generation schedule and maintenance schedule as and when

any changes may be determined necessary;

(d) Coordinate its scheduled facility outages with the Company;

(e) Comply with reasonable requirements of the Company regarding day to day or hour by hour

communications between the parties relative to the performance of this and

(f) Promptly notify the Company of the QF<sup>1</sup>s inability to supply any portionof its

Committed Capacity from the facility. (Failure of the QF to notify the Company of a known aerating or inability to supply its full Committed Capacity from the facility may, at the sole discretion of the Company, result in a determination of non-performance.)

ISSUED BY: D.L.Mccrary

EFFECTIVE: September 15, 1993

#### Section IX

Fourth Revised Sheet No. 9.27 Canceling Third Revised Sheet No. 9.27

#### The QF's Obligation if the QF Receives Early Capacity Payments

The QF's payment option choice pursuant to paragraph 4.2.3 may result in payment by the Company for capacity delivered prior to June 1, 2002. The parties recognize that capacity payments received for any period through May 31, 2002, are in the nature of "early payment" for a future capacity benefit to the Company. To ensure that the Company will receive a capacity benefit for which early capacity payments have been made, or alternatively, that the QF will repay the amount of early payments received to the extent the capacity benefit has not been

conferred, the following provisions will apply:

The Company shall establish a Capacity Account. Amounts shall be added to the Capacity Account for each month through May, 2002, in the amount of the Company's capacity payments made to the QF-pursuant to the Q F's chosen payment option from Schedule COG-2 or Exhibit D if applicable. The monthly balance in the Capacity Account shall accrue interest at the rate then prevailing for thirty (30)-days highest grade commercial paper; such rate is to be determined by the Company thirty days prior to the date of each payment or posting of interest to the account. Commencing on June 1, 2002, there shall be deducted from the Capacity Account an Early Payment Offset Amount to reduce the balance in the Capacity Account. Such Early Payment Offset Amount shall be equal to that amount which the Company would have paid for capacity in that month if the capacity payment had been calculated pursuant to Option 1 in Schedule COG-2 and the QF had elected to begin receiving payment on June 1, 2002 minus the monthly capacity payment the Company makes to the QF pursuant to the capacity payment of payment of the QF had elected to be the capacity payment of the capacity payment on June 1, 2002 minus the monthly capacity payment the Company makes to the QF pursuant to the capacity payment of the Company makes to the QF pursuant to the capacity payment of the Company makes to the QF pursuant to the capacity payment of the Company makes to the QF pursuant to the capacity payment of the Company makes to the QF pursuant to the capacity payment of the Company makes to the QF pursuant to the capacity payment of the Company makes to the QF pursuant to the capacity payment of the Company payment of the Comp

The QF shall owe the Company and be liable for the outstanding balance in the Capacity Account. The Company agrees to notify the QF monthly as to the current Capacity Account balance. Prior to receipt of early capacity payments, the QF shall execute a promise to repay any outstanding balance in the Capacity Account in the event the QF defaults pursuant to this Agreement. Such promise shall be secured by means mutually acceptable to the Parties and in accordance with the provisions of Schedule COG-2. The specific repayment assurance – selected for purposes of this Agreement is:

Any outstanding balance in the Capacity Account shallimmediately become due and payable, in full, in the event of default by the QF or at the conclusion of the term of this Agreement. The QF's obligation to pay the balance in the Capacity Account shall survivetermination of this Agreement.

Section IX Fourth Revised Sheet No. 9.28-Canceling Third Revised Sheet No. 9.28

#### Non Performance Provisions

The QF shall be entitled to receive a complete refund of the security deposit describedin Section 2 of this

contract (or in the event an alternative completion security vehicle is in effect, release of that completion security) upon achieving commercial in service status (which, forpurposes of this Agreement, shall include the demonstration of capability to perform by actual delivery of electricity to the Company), provided that this occurs prior to June 1, 2002 and that said commercial in service status is maintained from the date of initial demonstration to, through and including June 1, 2002. The QF shall not be entitled to any of its security deposit if it fails to achieve commercial in-service status prior to June 1, 2002 and maintain that status to, through and including said date. Additionally, onceconstruction of the facility or any additions necessary for the QF to have the capability to deliver the anticipated committed capacity and energy to the Company from thefacility has commenced, the QF will allow Company representatives to review quarterly the construction progress to provide the Company with a level of assurance that the QF will be capable of delivering the anticipated committed capacity from the facility on orbefore June 1, 2002.

The QF shall not be entitled to receive or retain capacity payments during any twelvemonth period ending August 31 during the existence of this contract that its equivalent availability factor (EAF) over that same period calculated pursuant to the provisions of Paragraph 4.2.3 of this Agreement, does not equal or exceed 92%. Tothe extent that capacity payments may have already been made to the OF during a period when its minimum EAF requirement was not met, the QF shall refund suchpayments, plus interest, to the Company for that entire twelve month period within 30days of notice and request for said repayment made by the Company. Interest for each month's capacity repayment will be charged at the rate prevailing for thirty (30) dayshighest grade commercial paper; such rate is to be determined by the Companycontemporaneous with the request for repayment.

In addition to the foregoing, beginning with the 12 month period ending August 31, 2002, if the QF fails to achieve its minimum availability requirement during any twelvemonth period ending August 31, and the QF has received capacity payments forperiods prior to June 1, 2002, the OF shall be liable for and shall pay the Company anamount equal to the Early Payment Offset Amount for that period. Any payments thusrequired of the QF shall be separately invoiced by the Company to the QF after suchdeterminants of non-performance for which such repayment is

ISSUED BY: Travis Bowden EFFECTIVE: October 19, 1999

Section IX Fourth Revised Sheet No. 9.29 Canceling Third Revised Sheet No. 9.29

due and shall be paid by the OF within 20 days after receipt of such invoice by the OF. Repayment under this paragraph shall not be construed as a limitation of the Company's right to pursue a claim against the OF in any appropriate court or forum for the actual damages the Company incurs as a result of the OF's non-performance or default.

Failure of the OF to notify the Company of a known derating or inability to supply its full Committed Capacity from the facility may, at the sole discretion of the Company, result in a determination of non-performance. Upon such determination by the Company, capacity payments to the OF shall be suspended for a period of time equal to the time of the known derating or inability to supply the full Committed Capacity from the facility or six months, whichever shall be longer.

#### 7. <u>Default</u>

7.1 <u>Mandatory Default</u> The OF shall be in default under this Agreement if: (1) OF ither voluntarily declares bankruptcy or ecomes subject to involuntary bankruptcy proceedings; or (2) OF ceases all electric generation for either of the Company's peak generation planning periods (summer or winter) occurring in a consecutive 12 month period. For purposes of this Agreement! the Company's summer peak generation planning period shall be May through September and the Company's winter peak generation planning period shall be December through February. The months included in the Company's peak generation planning periods may be changed, at the sole discretion of the Company, upon 12 months' prior notice to the QF.

7.2 Optional Default The Company may declare the QF to be in default if: (1) at any time prior to June 1, 2002 and after capacity payments have begun, the Company has sufficient reason to believe that the QF is unable to deliver its Committed Capacity from the facility; (2) after June 1, 2002, the QF fails to maintain a 98% availability factor over any twenty four consecutive month period; (3) because of a QF's refusal, inability or anticipatory breach of obligation to deliver its Committed Capacity after June 1, 2002; or (4) the Company has made three or more determinations of non-performance due to the failure of the QF to notify the Company of a known derating or inability to supply Committed Capacity during any eighteen month period.

Section IX Third Revised Sheet No. 9.30 Canceling Second Revised Sheet No. 9.30

#### **General Provisions**

10.1 Permits The QF hereby agrees to seek to obtain any and all governmental permits, certifications, or other authority the QF is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement. TheCompany hereby agrees to seek to obtain any and all governmental permits, certifications or other uthority the Company is required to obtain as a prerequisite to engaging in the activities provided for uthority the Company is required to obtain as a prerequisite to engaging in the activities.

10.2Indemnification The QF agrees to indemnify and save harmless the Company, its subsidiaries or affiliates, and their respective employees, officers, and directors, against any and all liability, loss, damage, cost or expense which the Company, ts subsidiaries , affiliates, and their respective employees, officers, and directors may hereafter inarr, suffer or berequired to pay by reason of egligence on the part of the F in performing its obligations pursuant to this Agreement or the QF's failure to abide by the provisions of this Agreement. The Company agrees to indemnify and save harmless the QF-against any and all liability, loss, damage, cost or expense which the QF may hereafter inarr, suffer or be required to pay by reason of negligence on the part of the Company agrees to indemnify and save harmless the QF-against any and all liability, loss, damage, cost or expense which the QF may hereafter inarr, suffer or be required to pay by reason of negligence on the company in performing its obligations pursuant to this Agreement or the Company by reason of negligence on the part of the Company in performing its obligations pursuant to this Agreement or pay by reason of negligence on the part of the Company. The QF agrees to nclude the Company as an additional named insured in any liability insurance policy or policies the QF obtains to protect the QF's interests with respect to the QF's indemnity and hold harmless assurances to parties contained in this Section.

The QF shall deliver to the Company at least fifteen days prior to the delivery of any capacity or energy under this – Agreement, a certificate of insurance certifying the QF's coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida, protecting and indemnifying the QF and the Companyas an additional named insured, their officers, employees, and representatives, against all liability and expense onaccount of claims and suits for injuries or damages to persons or property arising out of the QF's performanceunder or failure to abide by the terms of this Agreement, including without limitation any claims, damages or injuries causedby operation of any of the QF's equipment or by the QF's failure to maintain the facility's equipment in satisfactory and safe operating conditions, or otherwise arising out of the performance by the QF of the duties and obligations arising underthe terms and conditions of this Agreement.

EFFECTIVE: September 15, 1993

Section IX Third Revised Sheet No.9.31 Canceling Second Revised Sheet No.9.31

The policy providing such coverage shall provide comprehensive general liability insurance, includingproperty damage, with limits in an amount not less than \$1,000,000 for each occurrence. In addition, theabove required policy shall be endorsed with a provision whereby the insurance company will notify the Company within thirty days prior to the effective date of cancellation or a material change in the policy. The OF shall pay all premiums and other charges required or due in order to maintain such coverage asrequired under this section in force during the entire period of this Agreement beginning with theinitial delivery of capacity or energy to the Company.

Taxes or Assessments. It is the intent of the parties under this provision that the OF 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 QF in lieu of other energy or capacity and that any savings in regards to taxes or assessments beincluded in the avoided cost payments made to the OF to the extent permitted by law. In the event the Company becomes liable for additional taxes, assessments or imposition arising out of its transaction with the OF under either this agreement or any related interconnection agreement, or due tochanges in laws affecting the Company's purchases of energy or capacity from the QF occurring after the execution of this agreement, and for which the Company would not have been liable if it had producedthe energy and/or constructed facilities sufficient to provide the capacity contemplated under thisagreement itself (the Company may bill the OF monthly for such additional expenses or may offset them against amounts due the QF from the Company. Any savings in taxes, assessments or impositions thataccrue to the Company as a result of its purchase of energy and capacity under this agreement that arenot already reflected in the avoided energy or avoided capacity payments made to the QF hereunder,shall be passed on to the QF to the extent permitted by law without consequential penalty or loss of suchbenefit to the Company.

Section IX Fourth Revised Sheet No. 9.32 Canceling Third Revised Sheet No. 9.32

<u>Force Majeure</u>. If either party shall be unable, by reason of <u>force maieure</u>, to carry out its obligations under this Agreement, either wholly or in part, the party so failing shall give written notice and full particulars of such cause or causes to the other party as soon as possible after the occurrence of any such cause; and such obligations shall be suspended during the continuance of such hindrance, which, however, shall be extended for such period as may be necessary for the

purpose of making good any suspension so caused. The term "force majeure<sup>11-</sup>shall be taken tomean acts of God, strikes, lockouts or other industrial disturbances, wars, blockades, insurrections,riots, arrests and restraints of rules and people, environmental constraints lawfully imposed byfederal, state or local government bodies, explosions, fires, floods, lightning, wind, perils of the sea;provided, however, that no occurrences may be claimed to be a force majeure occurrence if it iscaused by the negligence or lack of due diligence on the part of the party attempting to make suchclaim. The QF agrees to pay the costs necessary to reactivate the facility and/or the interconnectionwith the Company's system if the same are rendered inoperable due to actions of the QF, itsagents, or force majeure events affecting the facility or the interconnection with the Company. The Company agrees to reactivate at its own cost the interconnection with the facility in circumstanceswhere any interruptions to such interconnections are caused by the Company or its agents. Assignment. The OF shall have the right to assign its benefits under this Agreement, but the QF shallnot have the right to assign its obligations and duties without the Company's prior written approval. Disclaimer. In executing this Agreement, the Company does not, nor should it be construed, to extendits credit or financial support for the benefit of any third parties lending money to or having othertransactions with the QF or any assignee of this Agreement.

EFFECTIVE: October 19, 1999

Section IX — Second Revised Sheet No. 9.32.1 — Canceling First Revised Sheet No. 9.32.1

Notification. For purposes of making any and all non-emergency oral and written notices, payments

or the like required under the provisions of this Agreement, the parties designate the following tobe notified or to whom payment shall be sent until such time as either party furnishes the other party written instructions to contact another individual.

For QF: For Gulf Power Company:

Phone: \_\_\_Phone: \_\_\_\_

<u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Severability. If any part of this Agreement, for any reason, be declared invalid, or unenforceable by

a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Agreement, which remainder shall remain in force and effect as if this Agreement had been executed without the invalid or unenforceable portion. Complete Agreement and Amendments. All previous communications or agreements between the

parties, whether verbal or written, with reference to the subject matter of this Agreement are herebyabrogated. No amendment or modification to this Agreement shall be binding unless it shall be setforth in writing and duly executed by both parties to this Agreement and, if required, approved by the EPSC.

Incorporation of Schedule. The parties agree that this Agreement shall be subject to all of the

provisions contained in the Company's published Schedule COG 2 as approved and on file with the FPSC, as the Schedule exists at the time this Agreement is properly submitted by the QF to the Company as tendered acceptance of the Company's standard offer.

ISSUED BY: Charles S. Boyett EFFECTIVE: March 29, 2019

Section IX Second Revised Sheet No. 9.32.2 Canceling First Revised Sheet No. 9.32.2

| 10.12 Survival of Agreement This Agreement as may be amended from time to time, shall be binding |                                                                     |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| and insure to the benefit of the Parties' respe                                                  | octive successors-in-interest and legal representatives.            |
|                                                                                                  |                                                                     |
|                                                                                                  | ties hereto have caused this Agreement to be executed by their duly |
| authorized officers.                                                                             |                                                                     |
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|                                                                                                  |                                                                     |
| QF                                                                                               | GULF POWER COMPANY                                                  |
| Ву:                                                                                              | By:                                                                 |
|                                                                                                  |                                                                     |
| <del>(Print or Type Name)</del>                                                                  | <del>(Print or Type Name)</del>                                     |
|                                                                                                  | Title:                                                              |
| <del>Date:</del>                                                                                 |                                                                     |
| SSUED BY: Mark Crosswhite                                                                        |                                                                     |
| EFFECTIVE: April 11, 2012                                                                        |                                                                     |
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Section IX First Revised Sheet No. 9.32.3 Canceling Original Sheet No.9.32.3

THIS PAGE IS RESERVED FOR FUTURE USE

| GULF POWER COM                                                                                                                                                                                                           | IPANY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                           |
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|                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Section IX<br>Second Revised Sheet No. 9.33<br>Canceling First Revised Sheet No. 9.33                                                                                                                                                                     |
|                                                                                                                                                                                                                          | GULF POWER COMPANY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                          | FORM 12<br>Application for Interconnection of Customer-Ow                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ned Generation                                                                                                                                                                                                                                            |
|                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                           |
| Customer Name                                                                                                                                                                                                            | Date c                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | of Application                                                                                                                                                                                                                                            |
| Service Address _                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                           |
| Contact Person                                                                                                                                                                                                           | Tele                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | phone No                                                                                                                                                                                                                                                  |
| Contact Address                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                           |
| Type Generator                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                           |
| Expected Date of                                                                                                                                                                                                         | Operation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                           |
| Operating Voltage                                                                                                                                                                                                        | Net Output                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | KW                                                                                                                                                                                                                                                        |
| Phases: [ ]1                                                                                                                                                                                                             | [ ]3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                           |
| "Gulf") that Custom                                                                                                                                                                                                      | the above named Customer, I hereby notice to<br>er intends to construct facilities in order to operate<br>he date given above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                           |
| Rules of the Florida                                                                                                                                                                                                     | Customer, I hereby acknowledge receipt of a co<br>Public Service Commission (Rules 25-17.080 thro<br>Standard Interconnection Agreements (Gulf's Re                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ough 25-17.091, Florida Administrative                                                                                                                                                                                                                    |
| electric system wit<br>be made by the C<br>shall be accompar<br>(a) Physical<br>(b)All assoc<br>ratings, bas<br>protections,<br>(a) Functio<br>any other rel<br>make a coor<br>(b) Power rel<br>(c) Expecte<br>(d) Synch | that Customer shall not operate electric generation<br>hout the prior written consent of Gulf Power. This<br>ustomer prior to the installation of any generation<br>hied by the following:<br>layout drawings, including dimensions;<br>lated equipment specifications and characterist<br>ic impulse levels, electrical main one-line diag<br>frequency, voltage, current and interconnection d<br>nal and logic diagrams, control and meter diagra<br>evant data which be necessary to understand the<br>dinated system;<br>requirements in watts and vars;<br>ed radio-noise, harmonic generation and telephor<br>ronizing methods; and<br>ng/instruction manuals. | s application for interconnection shall<br>n related equipment. This application<br>tics including technical parameters,<br>grams, schematic diagrams, system<br>listance;<br>ms, conductor sizes and length, and<br>ne proposed system and to be able to |
|                                                                                                                                                                                                                          | Page 1 of 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                           |
| ISSUED BY: D.L.                                                                                                                                                                                                          | McCrary EFFECTIVE: Oct                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ober 15, 1991                                                                                                                                                                                                                                             |

#### Section IX Third Revised Sheet No. 9.34 Canceling Second Revised Sheet No.9.34

Any subsequent change in the system must also be ubmitted for review and written approval prior to actual modification. The above mentioned review, ecommendations and approval by Gulf do not relieve the Customer from complete responsibility for the adequate engineering design, construction and operation of the Customer's equipment and for any liability for injuries to property or persons associated with any failure to perform in a proper and safe manner for any reason.

I understand that in order to interconnect with Gulf Power, Customer is required to bear all costs associated with the change-out, upgrading or addition of protective devices, transformers, lines, services, meters, switches, and associated equipment and devices beyond that which would be directly required to provide normal service to the Customer, if the Customer were a non-generating customer. These costs shall be paid by the Customer to Gulf for all material and labor that is required. Prior to any work being done by Gulf, Gulf shall supply the Customer with a written good faith cost estimate of all its required materials and labor and a good faith estimate of the date by which construction of the interconnection will be completed. This estimate shall be provided to the Customer within 60 days after the Customer supplies Gulf with its final electrical plans. Gulf shall also provide project timing and feasibility information to the Customer.

I understand that in order to obtain Gulf Power's written consent to operate electric generating equipment in parallel with Gulf's electric system, Customer must have complied with the standards for safety and interconnection set forth in Rule 25-17.087(6)-(9) F.A.C. (attached); and in the case of Distributed Resources of 10 MVA and less, must have complied with the provisions of IEEE 1547, have provided Gulf with a copy of Customer's filing with the Federal Energy Regulatory Commission of any and all necessary information required thereby; and have signed an Interconnection Agreement with Gulf Power.

Customer

By:\_\_\_\_

Its authorized representative

Accepted:

Representative of Gulf Power Company

Page 2 of 2

ISSUED BY: Susan N. Story

EFFECTIVE: December 20, 2006

#### Section IX Second Revised Sheet No. 9.35 Canceling First Revised Sheet No. 9.35

#### GULF POWER COMPANY STANDARD INTERCONNECTION AGREEMENT

Gulf Power Company, hereinafter referred to as the Company", agrees to interconnect with

\_\_\_\_\_the "Customer" whose behalf the Application for Interconnection of Customer.

Owned Generation (Gulf Power Company Form 12, Tariff Sheets 9.33.9.34) dated \_\_\_\_

was submitted, hereinafter referred to as the "QF" or "Distributed Resource,,, subject to the following provisions:

1. Facility

The QF's or Distributed Resource's generating facility, hereinafter referred to as 'Facility', is located at

within the Company's service territory. The QF or Distributed Resource

intends to have its Facility installed and operational on or about \_\_\_\_\_\_. The QF

Distributed Resource shall provide the Company reasonable prior notice of the Facility's initial operation, and it shall

cooperate with the Company to arrange initial deliveries of power to the Company's system.

Unless the generator is classified as a Distributed Resources of 10 MVA or less, the Facility has been or will be certified as a Qualifying Facility pursuant to the rules and regulations of the Florida Public Service Commission (FPSC) or the Federal Energy Regulatory Commission (FERC). The QF shall maintain the qualifying status of the Facility throughout the term of the interconnection and any associated contracts for either capacity or energy or both.

2. <u>Construction Activities</u>

The QF or Distributed Resource shall provide the Company with written instructions to proceed with construction of the interconnection facilities as described in this Agreement at least 24 months prior to the date on which the facilities shall be completed. The Company agrees to complete the interconnection facilities as described in this Agreement within 24 months of receipt of written instructions to proceed.

Upon the parties' agreement as to the appropriate interconnection design requirements, and receipt of written instructions to proceed from the QF or Distributed Resource, the Company shall design and perform orcause to be performed all of the work necessary to interconnect the Facility with the Company's system.

Section IX Second Revised Sheet No. 9.36 Canceling First Revised Sheet No. 9.36

The QF or Distributed Resource agrees to pay the Company all expenses incurred by the Company to design, construct, operate, maintain and repair the interconnection facilities necessary for integration of the Facility into the Company's electrical system. Such interconnection costs shall not include any costs which the Company would otherwise incur if it were not engaged in interconnected operations with the QF or Distributed Resource but instead simply provided the electric power requirements of the Facility with electricity either generated by the Company or purchased from another source.

The QF or Distributed Resource agrees to pay the costs for complete interconnection work () within 30 days after the Company notifies the QF or Distributed Resource that such interconnection work has been completed or () payable in (up to 36) \_\_\_\_\_ monthly installments, plus interest on the outstanding balance calculated at the 30-day highest grade commercial paper rate in effect 30 days prior to the date each payment is due, with the first such installment payment being due 30 days after the Company notifies the QF or Distributed Resource that such interconnection work has been completed.

In the event the QF or Distributed Resource notifies the Company in writing to cease interconnection work before its completion, the QF shall be obligated to reimburse the Company in full for the interconnection costs incurred up to the date such notification is received.

#### 3. <u>Cost Estimates</u>

Attached hereto as Exhibit A and incorporated herein by this reference, is a document entitled, "QF or Distributed Resource Interconnection Cost Estimates" prepared by the Company at the request of the QF or Distributed Resource pursuant the provisions of Rule 25-17.087(10) F.AC. and the Company's Form 12 "Application for Interconnection of Customer-Owned Generation" (Retail Tariff Sheets 9.33-9.34.) The parties agree that the cost of the interconnection work contained in Exhibit A is a good faith estimate of the actual cost to be incurred.

#### 4. <u>Technical Requirements and Operations</u>

The parties agree that the QF's or Distributed Resource's interconnection with, and delivery of electricity into, the Company's system must be accomplished in accordance with the provisions in Rule 25-17.087(6)-(9) F.A.C., adopted by the FPSC in Order No. 23623, Docket No. 891049-EU. For a Distributed Resource that is 10 MVA or less in size, the generator's interconnection with the Company's system must also be accomplished in accordance with the provisions of the IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems that is in effect at the time of construction. Prior to initial synchronization with the Company's system, the QF or Distributed Resource must obtain written consent from the Company to operate electric generating equipment in parallel with the Company's electric system.

ISSUED BY: Susan N. Story

EFFECTIVE: December 20, 2006

Section IX Second Revised Sheet No. 9.37 Canceling First Revised Sheet No. 9.37

The QF or Distributed Resource agrees to require that the Facility operator immediately notify the Company's System Dispatcher by telephone in the event hazardous or unsafe conditions associated with the parties' parallel operations are discovered. If such conditions are detected by the Company, then the Company will likewise immediately contact the operator of the Facility by telephone. Each party agrees to immediately take whatever appropriate corrective action is necessary to correct the hazardous or unsafe conditions.

To the extent the Company reasonably determines the same to be necessary to ensure the safe operation of the Facility or to protect the integrity of the Company's system, the QF or Distributed Resource agrees to reduce power generation or take other appropriate actions.

#### 5. <u>Interconnection Facilities</u>

The interconnection facilities shall include the items listed in Exhibit B, which is made an integral part of this Agreement.

Interconnection facilities on the Company's side of the ownership line with the QF or Distributed Resource shall be owned, operated, and maintained by the Company. The QF or Distributed Resource shall be responsible for the cost of designing, installing, operating and maintaining the interconnection facilities on the QF's or Distributed Resource's side of the ownership line as indicated in Exhibit C. The QF shall be responsible for establishing and maintaining controlled access by third parties to the interconnection facilities.

### 6. Operation and Maintenance Payments

The Company will separately invoice the QF or Distributed Resource monthly for all costs associated with the operation, and maintenance of the interconnection facilities. The QF or Distributed Resource agrees to pay the company within 20 days of receipt of each such invoice.

### 7. <u>Site Access</u>

In order to help ensure the continuous, reliable and compatible operation of the Facility with the Company's system, the QF or Distributed Resource hereby grants to the Company for the period of interconnection the reasonable right of ingress and egress, consistent with the safe operation of the Facility, over property owned or controlled by the

**ISSUED** BY: Susan N. Story

Section IX Second Revised Sheet No. 9.38 Canceling First Revised Sheet No. 9.38

QF or Distributed Resource to the extent the Company deems such ingress and egress necessary in order to examine, test, calibrate, coordinate, operate, or maintain or repair any interconnection equipment involved in the parallel operation of the Facility and the Company's system, including the Company's metering equipment.

### 8. <u>Construction Responsibility</u>

In no event shall any Company statement, representation, or lack thereof, either expressed or implied, relieve the QF or Distributed Resource of its exclusive responsibility for the Facility. Specifically, any Company inspection of the Facility shall not be construed neither as confirming or endorsing the Facility's design or its operation or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Facility's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any Facility equipment or procedure.

### 9. <u>Insurance</u>

The QF or Distributed Resource agrees to indemnify and save harmless the Company, its subsidiaries or affiliates, and their respective employees, officers, and directors, against any and all liability, loss, damage, cost or expense which the Company, its subsidiaries, affiliates, and their respective employees, officers, and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the QF or Distributed Resource in performing its obligations pursuant to this Agreement or the QF's or Distributed Resources' failure to abide by the provision of this Agreement. The Company agrees to indemnify and save harmless the QF or Distributed Resource against any and all liability, loss, damage, cost or expense which the QF or Distributed Resource may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company in performing its obligation pursuant to this Agreement or the Company's failure to abide by the provisions of this Agreement. The QF or Distributed Resource agrees to include the Company set an additional named insured in any liability insurance policy or policies the QF or Distributed Resource obtains to protect the QF's or Distributed Resource's interests with respect to the QF's or Distributed Resource's indemnity and hold harmless assurances to parties contained in this Section.

Govermental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover any obligations of indemnification; and/or such other information as the Company may deem necessary and relevant. Notwithstanding anything to the contrary in the Company's tariff, any obligation of indemnification therein required of a Customer, Applicant, Distributed Resource, or QF, that is a governmental entity of the State of Florida or political subdivision thereof, shall be read to include the condition "to the extent permitted by applicable law."

Section IX First Revised Sheet No. 9.39 Canceling Original Sheet No. 9.39

The QF or Distributed Resource shall deliver to the Company at least fifteen days prior to the start of any interconnection work, a certificate of insurance certifying the QF's or Distributed Resource's coverage under a liability insurance policy issue by a reputable insurance company authorized to do business in the State of Florida, protecting and indemnifying the QF or Distributed Resource, and the Company as an additional named insured, their officers, employees, and representatives, against all liability and expense on account of claims and suits for injuries or damages to persons or property arising out of the interconnection to the QF or Distributed Resource, or caused by operation of any of the QF's or Distributed Resource's equipment or by the QF's or Distributed Resource's failure to maintain the Facility's equipment in satisfactory and safe operating conditions, or otherwise arising out of the performance by the QF or Distributed Resource of the duties and obligations arising under the terms and conditions of this Agreement.

The policy providing such coverage shall provide comprehensive general liability insurance, including property damage, with limits in an amount not less than \$1,000,000 for each occurrence. In addition, the above required policy shall be endorsed with a provision whereby the insurance company will notify the Company within thirty days prior to the effective date of cancellation or a material change in the policy. The QF or Distributed Resource shall pay all premiums and other charges required or due in order to maintain such coverage as required under this section in force during the entire period of interconnection with the Company.

#### 10. <u>Electric Service to the QF or Distributed Resource</u>

The Company will provide the class or classes of electric service requested by the QF or Distributed Resource, to the extent that they are consistent with applicable tariffs, provided, however, that interruptible service will not be available under circumstances where interruptions would impair the QF's or Distributed Resource's ability to generate and deliver electricity to the Company.

| GULF | POWER | COMPANY |
|------|-------|---------|
|------|-------|---------|

|          |                                           | Section IX<br>Second Revised Sheet No. 9.40<br>Canceling First Revised Sheet No. 9.40 |
|----------|-------------------------------------------|---------------------------------------------------------------------------------------|
| 11.      | Notification                              |                                                                                       |
|          | For purpose of making emergency or        | any communications relating to the operation of the Facility, under the               |
| provisio | ons of this Agreement, the parties design | nate the following people for notification:                                           |
|          | For Gulf:                                 |                                                                                       |
|          |                                           | Phone:                                                                                |
|          | For QF or Distributed Resource:           |                                                                                       |
|          |                                           |                                                                                       |
|          |                                           | Phone:                                                                                |
| IN WITI  | NESS WHEREOF. the QF or Distributed       | d Resource and the Company executed this Agreement this                               |
|          | ,,,                                       | ······································                                                |
|          |                                           |                                                                                       |
|          |                                           |                                                                                       |
| OF or L  | Distributed Resource                      |                                                                                       |
| Ву:      | (Signature)                               |                                                                                       |
|          |                                           |                                                                                       |
|          | (Print or Type Name)                      |                                                                                       |
| Title:   |                                           |                                                                                       |
|          |                                           |                                                                                       |
|          | POWER COMPANY                             |                                                                                       |
| GOLI I   |                                           |                                                                                       |
| By:      |                                           |                                                                                       |
|          | (Signature)                               |                                                                                       |
| -        | (Print or Type Name)                      |                                                                                       |
| Title:   |                                           | -                                                                                     |
| Date:    |                                           | -                                                                                     |
| ISSUED   | BY: Mark Crosswhite                       | EFFECTIVE: April 11, 2012                                                             |
|          |                                           |                                                                                       |

Section No. IX Second Revised Sheet No. 9.41 Canceling First Revised Sheet No. 9.41

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EFFECTIVE: April 11, 2012

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### Section No. IX Second Revised Sheet No. 9.43-Canceling First Revised Sheet No. 9.43

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ISSUED BY: Charles S. Boyett

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### Section No. IX Second Revised Sheet No. 9.44 Canceling First Revised Sheet No. 9.44

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ISSUED BY: Charles S. Boyett

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ISSUED BY: Charles S. Boyett

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#### Section No. IX Second Revised Sheet No. 9.46-Canceling First Revised Sheet No. 9.46

| PAGE | EFFECTIVE DATE |
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|      | March 29, 2019 |

**Reserved For Future Use** 

Section No. IX Fourth Revised Sheet No. 9.47 Canceling Third Revised Sheet No. 9.47

# STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED TIER 1 RENEWABLE GENERATION SYSTEMS (10 kW or less)

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 9 | March 29, 2019 |

Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of \_\_\_\_\_\_\_, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

### 1. Facility Requirements

The Customer's Facility is located at \_\_\_\_\_

within

the Company's service area. The Customer intends to have its Facility installed and operational on or about\_\_\_\_\_\_, \_\_\_\_\_.

- a. To qualify for expedited interconnection as a Tier 1 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
  - i. Does not exceed 90% of the Customer's utility distribution service rating; and
  - ii. is 10kW or less.

The Facility's Gross Power Rating is \_\_\_\_\_.

- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:
  - i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
  - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

Section No. IX Fourth Revised Sheet No. 9.48 Canceling Third Revised Sheet No. 9.48

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| 2 of 9 | March 29, 2019 |  |

(Continued from Tier 1, Sheet No. 9.47)

- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

### 2. Interconnection Application

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, <u>www.gulfpower.com</u>). Upon the customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the customer's request.

### 3. Construction Codes and Standards

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

### 4. Inspection Requirements

a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

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(Continued from Tier 1, Sheet No. 9.48)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the Customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch, if available, or disconnect the meter.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.

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(Continued from Tier 1, Sheet No. 9.49)

## 5. Modifications/Additions to the Facility

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If an increase in the Facility's Gross Power Rating causes the Facility to fall under Tier 2 or Tier 3, as defined by Rule 25-6.065(4)(a), this Agreement shall terminate and the Customer shall be required to execute and comply with the requirements set forth in the Standard Interconnection Agreement for the applicable Tier. Upon termination, this Agreement shall be without force and effect and shall be superseded by the terms of the new Standard Interconnection Agreement for the applicable Tier.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

## 6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

## 7. Indemnity for Loss to Third Parties

- a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
- b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

Section No. IX Fourth-Fifth Revised Sheet No. 9.51 Canceling Fourth<del>Third</del> Revised Sheet No. 9.51

| 5 of 9 March 29, 2019 | PAGE<br>5 of 9 | EFFECTIVE DATE<br>March 29, 2019 |
|-----------------------|----------------|----------------------------------|
|-----------------------|----------------|----------------------------------|

(Continued from Tier 1, Sheet No. 9.50)

### 8. Customer Insurance

As a Tier 1 generator, the Customer is not required by law to obtain general liability insurance for damage to persons or property resulting from the operation of the Facility. Nevertheless, the Company strongly recommends that the Customer obtain a general liability insurance rider for personal and property damage in an amount of no less than \$100,000 per occurrence.

### 9. Manual Disconnect Switch

- a. U.L.1741 Listed, inverter-based Tier 1 customer-owned renewable generation systems, by law, do not require a customer-installed manual disconnect switch. However, the Company strongly recommends installation of such a disconnect switch.
- b. For other customer-owned Tier 1 renewable generation systems that are not U.L.1741 inverter based, the Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will, at a minimum leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be reclosed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

As a Tier 1 generator, the Customer is not required by law to install a manual disconnect switch of the visible load break type. Nevertheless, the Company strongly recommends installation of such a disconnect switch. In the event that the Company experiences one or more of the conditions outlined in Section 10 below, and the Customer has not installed a manual disconnect switch of the visible load break type, the Company may disconnect service to the Customer's premises. This will result in the Customer not being able to receive electric service from the Company until the conditions warranting disconnect service shall be given to the Customer. If advanced notice is not practicable under the circumstances, the Company will, at a minimum, leave a door hanger at the premises explaining the condition necessitating the disconnection.

### 10. Conditions Warranting Disconnection of the Customer's Facility

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company; and/or
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company.

Section No. IX Fourth Revised Sheet No. 9.52 Canceling Third Revised Sheet No. 9.52

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(Continued from Tier 1, Sheet No. 9.51)

### 11. Net Metering

The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

### 12. Renewable Energy Certificates

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

### 13. Administrative Requirements

- Within ten (10) business days of receipt of the Customer's Interconnection Application a. the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The documents required to be submitted in connection with the Interconnection Application shall, at a minimum, include technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement. If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).
- b. The Company will execute this Standard Interconnection Agreement within thirty (30) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself, a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement, technical

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(Continued from Tier 1, Sheet No. 9.52)

design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.

c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt of the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

### 14. Change in Facility Ownership

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

### 15. Retail Purchase of Electricity

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service

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(Continued from Tier 1, Sheet No. 9.53)

Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

### 16. Dispute Resolution

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

### 17. Amendments to Public Service Commission Rules

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

### 18. Incorporation of Company Tariff

The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated herein by reference.

### 19. Termination

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

### 20. Entire Agreement

This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

### 21. No Extension of Credit

In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this Agreement.

|         |                                    | Section No. IX<br>Fourth Revised Sheet<br>Canceling Third Revis       |                                  |
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| (Contin | ued from Schedule Tier 1, She      | et No. 9.54)                                                          |                                  |
| 22.     | Official Notification              |                                                                       |                                  |
|         |                                    | nergency or other communication<br>of this agreement, the parties des |                                  |
|         | For the Company:                   |                                                                       | _                                |
|         |                                    |                                                                       |                                  |
|         |                                    |                                                                       |                                  |
|         | For the Customer:                  |                                                                       | _                                |
|         |                                    |                                                                       |                                  |
|         |                                    |                                                                       |                                  |
|         | GULF POWER COMPANY                 |                                                                       |                                  |
|         | Ву:                                |                                                                       |                                  |
|         | (Signatu                           | ıre)                                                                  |                                  |
|         | (Print or Type                     | Name)                                                                 |                                  |
|         | Title:                             |                                                                       |                                  |
|         | Date:                              |                                                                       |                                  |
|         |                                    |                                                                       |                                  |
|         | CUSTOMER                           |                                                                       |                                  |
|         | By:(Signature                      | e)                                                                    |                                  |
|         |                                    |                                                                       |                                  |
|         | (Print or Type I                   | Name)                                                                 |                                  |
|         | Date:                              |                                                                       |                                  |
| ISSI    | Jate:<br>JED BY: Charles S. Boyett |                                                                       |                                  |
|         |                                    |                                                                       |                                  |

Section No. IX Third Revised Sheet No. 9.56 Canceling Second Revised Sheet No. 9.56

# STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED TIER 2 RENEWABLE GENERATION SYSTEMS (Greater than 10 kW and Less than or Equal to 100 kW)

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Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of \_\_\_\_\_\_\_, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

### 1. Facility Requirements

The Customer's Facility is located at

, within the

Company's service area. The Customer intends to have its Facility installed and operational on or about\_\_\_\_\_\_,

- a. To qualify for expedited interconnection as a Tier 2 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
  - i. Does not exceed 90% of the Customer's utility distribution service rating; and
  - ii. is greater than 10 kW and less than or equal to 100 kW.

The Facility's Gross Power Rating is \_\_\_\_\_.

- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:
  - i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
  - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

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(Continued from Tier 2, Sheet No. 9.56)

- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

### 2. Interconnection Application

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, <u>www.gulfpower.com</u>). Upon the Customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the Customer's request.

### 3. Construction Codes and Standards

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

### 4. Inspection Requirements

a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

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(Continued from Tier 2, Sheet No. 9.57)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the Customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.

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(Continued from Tier 2, Sheet No. 9.58)

# 5. Modifications/Additions to the Facility

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If an increase in the Facility's Gross Power Rating causes the Facility to fall under Tier 3, as defined by Rule 25-6.065(4)(a), this Agreement shall terminate and the Customer shall be required to execute and comply with the requirements set forth in the Standard Interconnection Agreement for Tier 3 customers. Upon termination, this Agreement shall be without force and effect and shall be superseded by the terms of the new Standard Interconnection Agreement for the applicable Tier.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

# 6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

# 7. Indemnity for Loss to Third Parties

- a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
- b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

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# 8. Customer Insurance

The Customer shall acquire and maintain in force general liability insurance in an amount of no less than one million dollars (\$1,000,000) per occurrence for damage to persons or property resulting from operation of the Facility. The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Facility as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within thirty (30) days of any policy renewal.

# 9. Manual Disconnect Switch

The Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. If advanced notice is not practicable under the circumstances, the Company will, at a minimum, leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

# 10. Conditions Warranting Disconnection of the Customer's Facility

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company;
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company; and/or
- d. Failure of the Customer to maintain the required insurance coverage.

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# 11. Standard Application Fee

The Customer shall pay the Company a one-time non-refundable application fee of \$477.

# 12. Net Metering

The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

# 13. **Renewable Energy Certificates**

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

# 14. Administrative Requirements

Within ten (10) business days of receipt of the Customer's Interconnection Application, a. the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The items required to be submitted in connection with the Interconnection Application shall, at a minimum, include the application fee; proof of insurance; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement; and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement. If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).

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- b. The Company will execute this Standard Interconnection Agreement within thirty (30) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself; the application fee; proof of insurance; a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.
- c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt of the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

### 15. Change in Facility Ownership

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

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## 16. Retail Purchase of Electricity

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

## 17. Dispute Resolution

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

### 18. Amendments to Public Service Commission Rules

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

### 19. Incorporation of Company Tariff

The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated herein by reference.

### 20. <u>Termination</u>

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

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## 21. Entire Agreement

This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

### 22. No Extension of Credit

In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this Agreement.

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# 23. Official Notification

For the purpose of making emergency or other communication relating to the operation of the Facility under the provisions of this agreement, the parties designate the following people for said notification:

| For the Company    |                      |   |
|--------------------|----------------------|---|
|                    |                      |   |
|                    |                      |   |
|                    |                      |   |
| For the Customer   | •.<br>•              |   |
|                    |                      |   |
|                    |                      |   |
|                    |                      |   |
| GULF POWER C       | OMPANY               |   |
| Ву:                |                      | _ |
|                    | (Signature)          |   |
|                    | (Print or Type Name) | _ |
| Title:             |                      | _ |
| Date:              |                      |   |
|                    |                      |   |
| CUSTOMER           |                      |   |
| Ву:                |                      | _ |
|                    | (Signature)          | _ |
|                    | (Print or Type Name) |   |
| Title:             |                      | _ |
| Date:              |                      | _ |
|                    |                      |   |
| SUED BY: Charles S | 3. Boyett            |   |

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# STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED TIER 3 RENEWABLE GENERATION SYSTEMS (Greater than 100 kW and Less than or Equal to 2 MW)

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within

Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of \_\_\_\_\_\_\_, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

### 1. Facility Requirements

The Customer's Facility is located at \_

the Company's service area. The Customer intends to have its Facility installed and operational on or about\_\_\_\_\_\_,

- a. To qualify for expedited interconnection as a Tier 3 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
  - i. Does not exceed 90% of the Customer's utility distribution service rating; and
  - ii. is greater than 100 kW and less than or equal to 2 MW.

The Facility's Gross Power Rating is \_\_\_\_\_.

- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:
  - i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
  - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

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- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

# 2. Interconnection Application

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, <u>www.gulfpower.com</u>). Upon the Customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the Customer's request.

### 3. Construction Codes and Standards

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

### 4. Inspection Requirements

a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

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(Continued from Tier 3, Sheet No. 9.67)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.

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(Continued from Tier 3, Sheet No. 9.68)

## 5. Modifications/Additions to the Facility

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If Facility's Gross Power Rating is increased beyond 2 MW, this Agreement shall terminate and the interconnection will be addressed by a separate process not covered under the Tier 1, Tier 2 or Tier 3 agreements.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

## 6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

# 7. Indemnity for Loss to Third Parties

- a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
- b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

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(Continued from Tier 3, Sheet No. 9.69)

# 8. Customer Insurance

The Customer shall acquire and maintain in force general liability insurance in an amount of no less than two million dollars (\$2,000,000) per occurrence for damage to persons or property resulting from operation of the Facility. The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Facility as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within thirty (30) days of any policy renewal.

# 9. Manual Disconnect Switch

The Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. If advanced notice is not practicable under the circumstances, the Company will, at a minimum leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

# 10. Conditions Warranting Disconnection of the Customer's Facility

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company;
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company; and/or
- d. Failure of the Customer to maintain the required insurance coverage.

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(Continued from Tier 3, Sheet No. 9.70)

### 11. Application Fee and Interconnection Study Charge

The Customer shall pay the Company a one-time non-refundable application fee of \$477. In addition, if the Company determines upon reviewing the Customer's Interconnection Application that an interconnection study is needed, the Customer shall pay the Company an interconnection study charge deposit of \$2,680 within fourteen (14) days of the Company's request. In the event that the expenses incurred by the Company in conducting the interconnection study are less than the deposit, the Company shall refund the difference to the Customer within sixty (60) days of completing the interconnection study. If, as a result of any interconnection study that is performed, it is determined that the Company's system or associated equipment must be expanded or costs must be incurred to accommodate the safe and reliable operation of the Facility on an interconnected basis with the Company, the Customer may be liable for charges to make such expansion or recoup such costs. Any such charges shall be not be assessed against the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h).

## 12. Net Metering

The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

### 13. Renewable Energy Certificates

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

### 14. Administrative Requirements

a. Within ten (10) business days of receipt of the Customer's Interconnection Application the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The items required to be submitted in connection with the

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(Continued from Tier 3, Sheet No. 9.71)

Interconnection Application shall, at a minimum, include the application fee; the Interconnection Study Charge Deposit; proof of insurance; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement; and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement.

If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).

- b. The Company will execute this Standard Interconnection Agreement within ninety (90) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself; the application fee; the Interconnection Study Charge Deposit; proof of insurance; a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.
- c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt by the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

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(Continued from Tier 3, Sheet No. 9.72)

## 15. Change in Facility Ownership

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

## 16. Retail Purchase of Electricity

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

### 17. Dispute Resolution

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

### 18. Amendments to Public Service Commission Rules

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

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(Continued from Tier 3, Sheet No. 9.73)

### 19. Incorporation of Company Tariff

The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated herein by reference.

## 20. <u>Termination</u>

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

## 21. Entire Agreement

This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

# 22. No Extension of Credit

In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this Agreement.

|         |                          |                      | Section No. IX<br>Fourth Revised She<br>Canceling Third Re | eet No. 9.75<br>evised Sheet No. 9.75                                    |
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| (Contin | nued from Tier 3, Shee   | et No. 9.74)         |                                                            |                                                                          |
| 23.     | Official Notificatio     | <u>n</u>             |                                                            |                                                                          |
|         |                          |                      |                                                            | ion relating to the operation of th<br>designate the following people fo |
|         | For the Company:         |                      |                                                            |                                                                          |
|         | For the Customer:        |                      |                                                            |                                                                          |
|         | Ву:                      | (Signature)          |                                                            |                                                                          |
|         |                          | (D. : (              |                                                            |                                                                          |
|         |                          |                      |                                                            |                                                                          |
|         | Title:                   | (Print or Type Name) |                                                            |                                                                          |
|         | Title:                   | (Print or Type Name) |                                                            |                                                                          |
|         | Data:                    |                      |                                                            |                                                                          |
|         |                          |                      |                                                            |                                                                          |
|         | Date:                    |                      |                                                            |                                                                          |
|         | Date:<br>CUSTOMER<br>By: | (Signature)          |                                                            |                                                                          |
|         | Date:<br>CUSTOMER<br>By: |                      |                                                            |                                                                          |

Section No. IX Third Revised Sheet No. 9.76 Canceling Second Revised Sheet No. 9.76

# STANDARD INTERCONNECTION APPLICATION FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

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Gulf Power customers wishing to interconnect "customer-owned renewable generation" as defined by Rule 25-6.065(2)(a), to Gulf Power's electric distribution system are required to complete this Standard Interconnection Application and execute a Standard Interconnection Agreement for the appropriate Tier. Gulf Power maintains Standard Interconnection Agreements for Tier 1(10kW or less); Tier 2 (greater than 10kW and less than or equal to 100kW) and Tier 3 (greater than 100kW and less than or equal to 2 MW) generators. Downloadable copies of Gulf Power's Standard Interconnection Agreements are available on Gulf Power's website, <u>www.gulfpower.com</u>. Completion and submission of this Standard Interconnection Application is the first step in the process of interconnecting with Gulf Power's electric system. Once a completed application is received, Gulf Power will execute the Standard Interconnection Agreement and forward the Agreement to the Customer for signature. Gulf Power recommends that the Customer download and review a copy of the applicable Standard Interconnection Agreement prior to submitting this Application.

### 1. Applicant Information

|               | Name(s):                         |                      | Gulf Power Account No.: |  |
|---------------|----------------------------------|----------------------|-------------------------|--|
|               | Mailing Address:                 |                      |                         |  |
|               | City:                            |                      | Zip Code:               |  |
|               | Street Address (if different):   |                      |                         |  |
|               | Daytime Phone:                   | Fax:                 | Email:                  |  |
| <del>2.</del> | Facility Information             |                      |                         |  |
|               | Facility Name/Model:             |                      |                         |  |
|               | Facility fuel or energy source ( | e.g., wind, solar, ( | other)                  |  |
|               |                                  |                      |                         |  |
|               |                                  |                      |                         |  |
|               |                                  |                      |                         |  |
| 192           | UED BY: Charles S. Bovett        |                      |                         |  |

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(Continued from Application, Sheet No. 9.76)

Facility Gross Power Rating

(defined as the total manufacturer's AC

nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the investor-owned utility's distribution facilities. For inverter-based systems, the Gross Power Rating shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC).

Facility Location:

Expected In-Service Date: \_\_\_\_\_

### 3. Required Documentation

As part of this Standard Interconnection Application, the Customer must submit the following documents:

- (a) Technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:
  - i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
  - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment interconnecting Distributed Resources with Electric Power Systems; and
  - iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;
- (b) A copy of the inspection report of the local code enforcement agency indicating compliance of the Facility with all applicable local codes;
- (c) Proof of insurance, if the Facility's Gross Power Rating exceeds 10 kW (i.e., a Tier 2 or Tier 3 generator); and
- (d) A copy of the lease agreement if the Customer is leasing the Facility from a third party.

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### (Continued from Application, Sheet No. 9.77)

### 4. Application Fee

If the Facility's Gross Power rating exceeds 10 kW (i.e., a Tier 2 or Tier 3 generator) the Customer must submit a non-refundable Standard Application Fee of \$477 with this Application.

### 5. Interconnection Study Charge

If the Facility's Gross Power Rating exceeds 100 kW (i.e., a disconnect generator), the Company may determine, upon reviewing this Interconnection Application, that an interconnection study is necessary. If the Company determines that an interconnection study is necessary, the Customer must provide the Company with an interconnection study charge deposit of \$2,680 within fourteen (14) days of the Company's request. In the event that the expenses incurred by the Company in conducting the interconnection study are less than the deposit, the Company shall refund the difference to the Customer within sixty (60) days of completing the interconnection study.

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| Second Revised Sheet No. 9.79          |
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# **Reserved For Future Use**

ISSUED BY: Charles S. Boyett

### Section No. IX Second Revised Sheet No. 9.80-Canceling First Revised Sheet No. 9.80

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# **Reserved For Future Use**

Section No. IX Fifth Revised Sheet No. 9.81 Canceling Fourth Revised Sheet No 9.81

RATE SCHEDULE QS-2 APPENDIX A TO THE STANDARD OFFER CONTRACT

#### STANDARD RATE FOR PURCHASE OF FIRM CAPACITY AND ENERGY FROM A RENEWABLE ENERGY FACILITY OR A QUALIFYING FACILITY WITH A DESIGN CAPACITY OF 100 KW OR LESS

### **SCHEDULE**

QS-2, Firm Capacity and Energy

### AVAILABLE

The Company will, under the provisions of this Schedule and the Company's "Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility with a design capacity of 100 KW or less" ("Standard Offer Contract"), purchase firm capacity and energy offered by a Renewable Energy Facility specified in Section 366.91, Florida Statutes or by a Qualifying Facility with a design capacity of 100 KW or less as specified in FPSC Rule 25-17- 0832(4) and which is either directly or indirectly interconnected with the Company. Both of these types of facilities shall also be referred to herein as Qualified Seller or "QS".

The Company will petition the FPSC for closure upon any of the following as related to the generating unit upon which this standard offer contract is based i.e. the Avoided Unit : (a) a request for proposals (RFP) pursuant to Rule 25-22.082, F.A.C., is issued, (b) the Company files a petition for a need determination or commences construction of the Avoided Unit when the generating unit is not subject to Rule 25-22.082, F.A.C., or (c) the generating unit upon which the standard offer contract is based is no longer part of the utility's generation plan, as evidenced by a petition to that effect filed with the Commission or by the utility's most recent Ten Year Site Plan.

### **APPLICABLE**

To Renewable Energy Facilities as specified in Section 366.91, Florida Statutes producing capacity and energy from qualified renewable resources for sale to the Company on a firm basis pursuant to the terms and conditions of this schedule and the Company's "Standard Offer Contract". Firm Renewable Capacity and Renewable Energy are capacity and energy produced and sold by a QS pursuant to the Standard Offer Contract provisions addressing (among other things) quantity, time and reliability of delivery.

To Qualifying Facilities ("QF"), with a design capacity of 100 KW or less, as specified in FPSC Rule 25-17.0832(4)(a) producing capacity and energy for sale to the Company on a firm basis pursuant to the terms and conditions of this schedule and the Company's "Standard Offer Contract", Firm Capacity and Energy are described by FPSC Rule 25-17.0832, F.A.C., and are capacity and energy produced and sold by a QF pursuant to the Standard Offer Contract provisions addressing (among other things) quantity, time and reliability of delivery.

### CHARACTER OF SERVICE

Purchases within the territory served by the Company shall be, at the option of the Company, single or three phase, 60 hertz alternating current at any available standard Company voltage. Purchases from outside the territory served by the Company shall be three phase, 60 hertz alternating current at the voltage level available at the interchange point between the Company and the entity delivering the Firm Energy and Capacity from the QS.

### **LIMITATION**

Purchases under this schedule are subject to Section 366.91, Florida Statutes and/or FPSC Rules 25-17.0832 through 25-17.091, F.A.C., and 25-17.200 through 25-17.310 F.A.C and are limited to those Facilities which:

- A. Commit to commence deliveries of firm capacity and energy no later than the in-service date of the Avoided Unit, as detailed in Appendix II, and to continue such deliveries for a period of at least 10 years up to a maximum of the life of the avoided unit;
- B. Are not currently under contract with the Company or with any other entity for the Facility's output for the period specified above

ISSUED BY: Tiffany Cohen El

EFFECTIVE:June 9, 2020

Section No. IX Original Sheet No. 9.81.1

#### RATES FOR PURCHASES BY THE COMPANY

Firm Capacity and Energy are purchased at a unit cost, in dollars per kilowatt per month and cents per kilowatthour, respectively, based on the capacity required by the Company. For the purpose of this Schedule, an Avoided Unit has been designated by the Company, and is detailed in Appendix II to this Schedule. Appendix I to this Schedule describes the methodology used to calculate payment schedules, applicable to the Company's Standard Offer Contract filed and approved pursuant to Section 366.91, Florida Statutes and to FPSC Rules 25-17.082 through 25-17.091, F.A.C and 25-17.200 through 25-17.310, F.A.C.

### A. Firm Capacity Rates

Options A through E are available for payment of firm capacity which is produced by a QS and delivered to the Company. Once selected, an option shall remain in effect for the term of the Standard Offer Contract with the Company. A payment schedule, for the normal payment option as shown below, contains the monthly rate per kilowatt of Firm Capacity which the QS has contractually committed to deliver to the Company and is based on a contract term which extends ten (10) years beyond the in-service date of the Avoided Unit. Payment schedules for other contract terms, as specified in Appendix E, will be made available to any QS upon request and may be calculated based upon the methodologies described in Appendix I. The currently approved parameters used to calculate the schedule of payments are found in Appendix II to this Schedule.

#### **Adjustment to Capacity Payment**

The firm capacity rates will be adjusted to reflect the impact that the location of the QS will have on GULF POWER system reliability due to constraints imposed on the operation of GULF POWER transmission tie lines.

Appendix III shows, for illustration purposes, the factors that would be used to adjust the firm capacity rate for different geographical areas. The actual adjustment would be determined on a case-by-case basis. The amount of such adjustment, as well as a binding contract rate for firm capacity, shall be provided to the QS within sixty days of GULF POWER execution of the signed Standard Offer Contract.

#### **Option A - Fixed Value of Deferral Payments - Normal Capacity**

Payment schedules under this option are based on the value of a single year purchase with an in-service date of the Avoided Unit, as described in Appendix I. Once this option is selected, the current schedule of payments shall remain fixed and in effect throughout the term of the Standard Offer Contract.

Issued by: Tiffany Cohen

#### **Option B - Fixed Value of Deferral Payments - Early Capacity**

Payment schedules under this option are based upon the early capital cost component of the value of a year-byyear deferral of the Company's Avoided Unit provided; however, that under no circumstances may payments begin before the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. When this option is selected, the capacity payments shall be made monthly commencing no earlier than the Capacity Delivery Date of the QS and calculated using the methodology shown on Appendix I.

The QS shall select the month and year in which the deliveries of firm capacity and energy to the Company are to commence and capacity payments are to start. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in AppendixE.

#### **Option C - Fixed Value of Deferral Payment - Levelized Capacity**

Payment schedules under this option are based upon the levelized capital cost component of the value of a yearby-year deferral of the Company's Avoided Unit. The capital portion of capacity payments under this option shall consist of equal monthly payments over the term of the Standard Offer Contract, calculated as shown on Appendix

I. The fixed operation and maintenance portion of the capacity payments shall be equal to the value of the year-by-year deferral of fixed operation and maintenance expense associated with the Company's Avoided Unit. The methodology used to calculate this option is shown in Appendix I. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix E.

#### **Option D - Fixed Value of Deferral Payment - Early Levelized Capacity**

Payment schedules under this option are based upon the early levelized capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit. The capital portion of the capacity payments under this option shall consist of equal monthly payments over the term of the Standard Offer Contract, calculated as shown on Appendix I. The fixed operation and maintenance expense shall be calculated as shown in Appendix I. At the option of the QS, payments for early levelized capacity shall commence at any time before the anticipated in- service date of the Company's Avoided Unit as specified in Appendix E, provided that the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contractas specified in Appendix E.

#### **Option E – Flexible Payment Option**

Payment schedules under this option are based upon a payment stream elected by the QS consisting of the capital component of the Company's avoided unit. Payments can commence at any time after the actual in-service date of the QS and before the anticipated in-service date of the utility's avoided unit, as specified in Appendix E, provided that the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. Regardless of the payment stream elected by the QS, the cumulative present value of capital cost payments made to the QS over the term of the contract shall not exceed the cumulative present value of the capital cost payments which would have been made to the QS had such payments been made pursuant to FPSC Rule 25- 17.0832(4)(g)1, F.A.C. Fixed operation and maintenance expense shall be calculated in conformance with Rule 25-17.0832(6),F.A.C. The Company will provide the QS with a schedule of capacity payment rates based on the information specified in Appendix E.

Issued by: Tiffany Cohen

#### B. Energy Rates

#### (1) Payments Associated with As-Available Energy Costs prior to the In-Service Date of the Avoided Unit.

Options A or B are available for payment of energy which is produced by the QS and delivered to the Company prior to the in-service date of the Avoided Unit. The QS shall indicate its selection in Appendix E, Once selected; an option shall remain in effect for the term of the Standard Offer Contract with the Company.

Option A – Energy Payments based on Actual Energy Costs

The energy rate, in cents per kilowatt-hour (¢/KWh), shall be based on the Company's actual hourly avoided energy costs which are calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C. Avoided energy costs include incremental fuel, identifiable operation and maintenance expenses, and an adjustment for line losses reflecting delivery voltage. The calculation of the Company's avoided energy costs reflects the delivery of energy from the region of the Company in which the Delivery Point of the QS is located. When economy transactions take place, the incremental costs are calculated as described in GULF POWER's Rate Schedule COG-1.

The calculation of payments to the QS shall be based on the sum, over all hours of the billing period, of the product of each hour's avoided energy cost times the purchases of energy from the QS by the Company for that hour. All purchases of energy shall be adjusted for losses from the point of metering to the Delivery Point.

Option B – Energy Payments based on the year by year projection of As-Available energy costs

The energy rate, in cents per kilowatt-hour (¢/KWh), shall be based on the Company's year by year projection of system incremental fuel costs, prior to hourly economy sales to other utilities, based on normal weather and fuel market conditions (annual As-Available Energy Cost Projection which are calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C. and with FPSC Rule 25-17.250(6) (a) F.A.C.) plus a fuel market volatility risk premium mutually agreed upon by the utility and the QS. Prior to the start of each applicable calendar year, the Company and the QS shall mutually agree on the fuel market volatility risk premium for the following calendar year, normally no later than November 15. The Company will provide its projection of the applicable annual As-Available Energy Cost prior to the start of the calendar year, normally no later than November 15 of each applicable calendar year. In addition to the applicable As-Available Energy Cost projection the energy payment will include identifiable operation and maintenance expenses, an adjustment for line losses reflecting delivery voltage and a factor that reflects in the calculation of the Company's Avoided Energy Costs the delivery of energy from the region of the Company in which the Delivery Point of the QS is located.

The calculation of payments to the QS shall be based on the sum, over all hours of the billing period, of the product of each hour's applicable Projected Avoided Energy Cost times the purchases of energy from the QS by the Company for that hour. All purchases of energy shall be adjusted for losses from the point of metering to the Delivery Point.

#### (2) Payments Associated with Applicable Avoided Energy Costs after the In-Service Date of the Avoided Unit.

Option C is available for payment of energy which is produced by the QS and delivered to the Company after the in-service date of the avoided unit. In addition, Option D is available to the QS which elects to fix a portion of the firm energy payment. The QS shall indicate its selection of Option D in Appendix E, once selected, Option D shall remain in effect for the term of the Standard Offer Contract.

Option C- Energy Payments based on Actual Energy Costs starting on the in-service date of the Avoided Unit, as detailed in Appendix II.

The calculation of payments to the QS for energy delivered to GULF POWER on and after the in-service date of the Avoided Unit shall be the sum, over all hours of the Monthly Billing Period, of the product of (a) each hour's firm energy rate ( $\phi/KWh$ ); and (b) the amount of energy (KWH) delivered to GULF POWER from the Facility during that hour.

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For any Dispatch Hour the firm energy rate shall be, on an hour-by-hour basis, the Company's Avoided Unit Energy Cost. For any other period during which energy is delivered by the QS to GULF POWER, the firm energy rate in cents per kilowatt hour (¢/KWh) shall be the following on an hour-by-hour basis: the lesser of (a) the as-available energy rate calculated by GULF POWER in accordance with FPSC Rule 25-17.0825, FAC, and GULF POWER's Rate Schedule COG-1, as they may each be amended from time to time and (b) the Company's Avoided Unit Energy Cost. The Company's Avoided Unit Energy Cost, in cents per kilowatt-hour (¢/KWh) shall be defined as the product of: (a) the fuel price in \$/mmBTU as determined from gas prices published in Platts Inside FERC Gas Market Report, first of the month posting for Florida Gas Transmission Zone 3, plus all charges, surcharges and percentages that are in effect from time to time for service under Gulfstream Natural Gas System's Rate Schedule FTS; and (b) the average annual heat rate of the Avoided Unit, plus (c) an additional payment for variable operation and maintenance expenses which will be escalated based on the actual Producer Price Index. All energy purchases shall be adjusted for losses from the point of metering to the Delivery Point. The calculation of the Company's avoided energy cost reflects the delivery of energy from the geographical area of the Company in which the Delivery Point of the QS is located.

Option D- Fixed Firm Energy Payments Starting as early as the In-Service Date of the QS Facility

The calculation of payments to the QS for energy delivered to GULF POWER may include an adjustment at the election of the QS in order to implement the provisions of Rule 25-17.250 (6) (b), F.A.C. Subsequent to the determination of full avoided cost and subject to the provisions of Rule 25-17.0832(3) (a) through (d), F.A.C., a portion of the base energy costs associated with the avoided unit, mutually agreed upon by the utility and renewable energy generator, shall be fixed and amortized on a present value basis over the term of the contract starting, at the election of the QS, as early as the inservice date of the QS. "Base energy costs associated with the avoided unit" means the energy costs of the avoided unit to the extent the unit would have operated. The portion of the base energy costs mutually agreed to by the Company and the QS shall be specified in Appendix E. The Company will provide the QS with a schedule of "Fixed Energy Payments" over the term of the Standard Offer Contract based on the applicable information specified in Appendix E.

#### ESTIMATED AS-AVAILABLE ENERGY COST

As required in Section 25-17.0832, F.A.C. as-available energy cost projections until the in-service date of the avoided unit will be provided within 30 days of receipt by GULF POWER of a written request for such projections by any interested person.

#### ESTIMATED UNIT FUEL COST

As required in Section 25-17.0832, F.A.C. the estimated unit fuel costs associated with the Company's Avoided Unit and based on current estimates of the price of natural gas will be provided within 30 days of a written request for such an estimate.

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### DELIVERY VOLTAGE ADJUSTMENT

Energy payments to a QS within the Company's service territory shall be adjusted according to the delivery voltage by the multipliers provided in Appendix II.

### PERFORMANCE CRITERIA

Payments for Firm Capacity are conditioned on the QS's ability to maintain the following performance criteria:

### A. Capacity Delivery Date

The Capacity Delivery Date shall be no later than the projected in-service date of the Company's Avoided Unit, as detailed in Appendix II.

### B. <u>Availability and Capacity Factor</u> The Facility's availability and capacity factor are used in the determination of firm capacity payments through a performance based calculation as detailed in Appendix B to the Company's Standard Offer Contract.

### **METERING REQUIREMENTS**

A QS within the territory served by the Company shall be required to purchase from the Company hourly recording meters to measure their energy deliveries to the Company. Energy purchases from a QS outside the territory of the Company shall be measured as the quantities scheduled for interchange to the Company by the entity delivering Firm Capacity and Renewable Energy to the Company.

For the purpose of this Schedule, the on-peak hours shall be those hours occurring April 1 through October 31 Mondays through Fridays, from 12 noon to 9:00 pm. excluding Memorial Day, Independence Day and Labor Day; and November 1 through March 31 Mondays through Fridays from 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. prevailing Central time excluding Thanksgiving Day, Christmas Day, and New Year's Day. GULF POWER shall have the right to change such On-Peak Hours by providing the QS a minimum of thirty calendar days' advance written notice.

### **BILLING OPTIONS**

A QS, upon entering into a Standard Offer Contract for the sale of firm capacity and energy or prior to delivery of as-available energy, may elect to make either simultaneous purchases from and sales to the Company, or net sales to the Company; provided, however, that no such arrangement shall cause the QS to sell more than the Facility's net output. A decision on billing methods may only be changed: 1) when a QS selling as-available energy enters into a Standard Offer Contract for the sale of firm capacity and energy; 2) when a Standard Offer Contract expires or is lawfully terminated by either the QS or the Company; 3) when the QS is selling as-available energy and has not changed billing methods within the last twelve months; 4) when the election to change billing methods will not contravene this Tariff or the contract between the QS and the Company.

If a QS elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days advance written notice to the Company; 2) the installation by the Company of any additional metering equipment reasonably required to effect the change in billing and upon payment by the QS for such metering equipment and its installation; and 3) upon completion and approval by the Company of any alteration(s) to the interconnection reasonably required to effect the change in billing and upon payment by the QS for such metering enterconnection reasonably required to effect the change in billing and upon payment by the QS for such alteration(s).

Payments due a QS will be made monthly and normally by the twentieth business day following the end of the billing period. The kilowatt-hours sold by the QS and the applicable avoided energy rates at which payments are being made shall accompany the payment to the QS.

A statement covering the charges and payments due the QS is rendered monthly, and payment normally is made by the twentieth business day following the end of the billing period.

Issued by: Tiffany Cohen

#### CHARGES TO ENERGY FACILITY

The QS shall be responsible for all applicable charges as currently approved or as they may be approved by the Florida Public Service Commission, including, but not limited to:

#### A. <u>Customer Charges:</u>

Monthly customer charges for meter reading, billing and other applicable administrative costs as per applicable Customer Rate Schedule.

#### B. Interconnection Charge for Non-Variable Utility Expenses

The QS shall bear the cost required for interconnection, including the metering. The QS shall have the option of (i) payment in full for the interconnection costs including the time value of money during the construction of the interconnection facilities and providing a Bond, Letter of Credit or comparable assurance of payment acceptable to the Company adequate to cover the interconnection cost estimates, (ii) payment of monthly invoices from the Company for actual costs progressively incurred by the Company in installing the interconnection facilities, or (iii) upon a showing of credit worthiness, making equal monthly installment payments over a period no longer than thirty-six (36) months toward the full cost of interconnection. In the latter case, the Company shall assess interest at the rate then prevailing for thirty (30) day highest grade commercial paper, such rate to be specified by the Company thirty (30) days prior to the date of each installment payment by the QS.

#### C. Interconnection Charge for Variable Utility Expenses

The QS shall be billed monthly for the variable utility expenses associated with the operation and maintenance of the interconnection facilities. These include (a) the Company's inspections of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the QS if no sales to the Company were involved.

In lieu of payment for actual charges, the QS may pay a monthly charge equal to a percentage of the installed cost of the interconnection facilities as provided in Appendix II.

#### D. Taxes and Assessments

In the event that GULF POWER becomes liable for additional taxes, including interest and/or penalties arising from an Internal Revenue Service's determination, through audit, ruling or other authority, that GULF POWER's payments to the QS for capacity under options B, C, D, E or for energy pursuant to the Fixed Firm Energy Payment Option D are not fully deductible when paid (additional tax liability), GULF POWER may bill the QS monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these capacity payments are not currently deductible for federal and/or state income tax purposes. GULF POWER, at its option, may offset these costs against amounts due the QS hereunder. These costs would be calculated so as to place GULF POWER in the same economic position in which it would have been if the entire early, levelized or early levelized capacity payments or the Fixed Firm Energy Payment had been deductible in the period in which the payments were made. If GULF POWER decides to appeal the Internal Revenue Service's determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with GULF POWER.

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Section No. IX Original Sheet No. 9.81.7

#### TERMS OF SERVICE

- (1) It shall be the QS's responsibility to inform the Company of any change in its electric generation capability.
- (2) Any electric service delivered by the Company to a QS located in the Company's service area shall be subject to the following terms and conditions:
  - (a) A QS shall be metered separately and billed under the applicable retail rate schedule(s), whose terms and conditions shall pertain.
  - (b) A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C., and thefollowing:
    - (i) In the first year of operation, the security deposit should be based upon the singular month in which the QS's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the QS. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit is required upon interconnection.
    - (ii) For each year thereafter, a review of the actual sales and purchases between the QS and the Company will be conducted to determine the actual month of maximum difference. The security deposit should be adjusted to equal twice the greatest amount by which the actual monthly purchases by the QS exceed the actual sales to the Company in thatmonth.
  - (c) The Company shall specify the point of interconnection and voltage level.
  - (d) The QS must enter into an interconnection agreement with the Company which will, among other things, specify safety and reliability standards for the interconnection to the Company's system. In most instances, the Company's filed Interconnection Agreement for Qualifying Facilities will be used; however, special features of the QS or its interconnection to the Company's facilities may require modifications to this Interconnection Agreement or the safety and reliability standards contained therein.
- (3) Service under this rate schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission.

#### SPECIAL PROVISIONS

(1) Special contracts deviating from the above standard rate schedule are allowable provided the Company agrees to them and they are approved by the Florida Public Service Commission.

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#### Section No. IX First Revised Sheet No. 9.81.8 Cancels Original Sheet No. 9.81.8

#### APPENDIX I TO RATE SCHEDULE QS-2 CALCULATION OF VALUE OF DEFERRAL PAYMENTS

#### APPLICABILITY

1

Appendix I provides a detailed description of the methodology used by the Company to calculate the monthly values of deferring or avoiding the Company's Avoided Unit identified in Schedule QS-2. When used in conjunction with the current FPSC-approved cost parameters associated with theCompany's Avoided Unit contained in <u>Appendix-IICOG-1</u>, a QS may determine the applicable value of deferralcapacity payment rate associated with the timing and operation of its particular facility should the QS enter into a Standard Offer Contractwith the Company.

#### CALCULATION OF VALUE OF DEFERRAL OPTION A

FPSC Rule 25-17.0832(5) specifies that avoided capacity costs, in dollars per kilowatt per month, associated with capacity sold toa utility by a QSpursuant to the Company's Standard Offer Contract shall be defined as the year-by-year value of deferral of the Company's Avoided Unit. The year-by- year value of deferral shall be the difference in revenue requirements associated with deferring the Company's Avoided Unit one year, and shall be calculated as follows:

Where, for a one-year deferral:

| VA                      | AC <sub>m</sub> = | utility's monthly value of avoided capacity and O&M, in dollars per kilowatt per month, for each month of yearn;                                                                                                                                                                                                                                                  |
|-------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| К                       | =                 | present value of carrying charges for one dollar<br>of investment over L years with carrying charges<br>computed using average annual rate base and<br>assumed to be paid at the middle of each year<br>and present valued to the middle of the first<br>year;                                                                                                    |
| R                       | =                 | $(1 + i_p) / (1 + r);$                                                                                                                                                                                                                                                                                                                                            |
| In                      | =                 | total direct and indirect cost, in mid-year dollars<br>per kilowatt including AFUDC but excluding<br>CWIP, of the Company's Avoided Unit with an<br>in-service date of year n, including all identifiable<br>and quantifiable costs relating to the<br>construction of the Company's Avoided Unit<br>which would have been paid had the Unit been<br>constructed; |
| Or                      | n =               | total fixed operation and maintenance<br>expense for the year n, in mid-year dollars per<br>kilowatt per year, of the Company's Avoided<br>Unit;                                                                                                                                                                                                                  |
| ip                      | =                 | annual escalation rate associated with the<br>plant cost of the Company's Avoided Unit(s);                                                                                                                                                                                                                                                                        |
| io                      | =                 | annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit(s);                                                                                                                                                                                                                                                    |
| r                       | =                 | annual discount rate, defined as the utility's incremental after-tax cost of capital;                                                                                                                                                                                                                                                                             |
| L                       | =                 | expected life of the Company's Avoided Unit(s); and                                                                                                                                                                                                                                                                                                               |
| n                       | =                 | year for which the Company's Avoided Unit(s) is (are) deferred starting with its (their) original anticipated in-service date(s) and ending with the termination of the Company's Standard Offer Contract.                                                                                                                                                        |
| ISSUED BY: Tiffany Cohe | n                 | EFFECTIVE: June 9, 2020                                                                                                                                                                                                                                                                                                                                           |

Section No. IX Original Sheet No. 9.81.9

### CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS - EARLY CAPACITY- OPTION B

Normally, payments for firm capacity shall not commence until the in-service date of the Company's Avoided Unit(s). At the option of the QS, however, the Company may begin making payments for early capacity consisting of the capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit starting as early as the in-service date of the QS facility. When such payments for early capacity are elected, the avoided capital cost component of capacity payments shall be paid monthly commencing no earlier than the Capacity Delivery Date of the QS, and shall be calculated as follows:

$$A_m = A_c \frac{(1+i_p)^{(m-1)}}{12} + A_o \frac{(1+i_o)^{(m-1)}}{12} \quad \text{for } m = 1 \text{ to } t$$

Where:

|                        | Am      | =                       | monthly payments to be made to the QS for each month of the contract year n, in dollars per kilowatt per month in which QS delivers capacity the early capacity option;                                                                                                                                     |
|------------------------|---------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | İp      | =                       | annual escalation rate associated with the plant cost of the Company's Avoided Unit(s);                                                                                                                                                                                                                     |
|                        | io      | =                       | annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit(s);                                                                                                                                                                                              |
|                        | m       | =                       | year for which the fixed value of deferral payments under the early option are made to a QS, starting in year one and ending in the year t;                                                                                                                                                                 |
|                        | t       | =                       | the term, in years, of the Standard Offer Contract;                                                                                                                                                                                                                                                         |
|                        |         | <b>A</b> <sub>c</sub> = | $F [(1 - R)/(1 - R^{-t})]$                                                                                                                                                                                                                                                                                  |
| Where:                 | F       | =                       | the cumulative present value, in the year that the contractual payments will begin, of the avoided capital cost component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit(s);                            |
|                        | R       | =                       | (1 + ip) / (1 + r)                                                                                                                                                                                                                                                                                          |
|                        | r       | =                       | annual discount rate, defined as the Company's incremental after-tax cost of capital; and                                                                                                                                                                                                                   |
|                        |         | Α                       | $_{o} = G [(1 - R)/(1 - R^{-t})]$                                                                                                                                                                                                                                                                           |
| Where:                 |         |                         |                                                                                                                                                                                                                                                                                                             |
|                        | G       | =                       | The cumulative present value, in the year that the contractual payments will begin, of the avoided fixed operation and maintenance expense component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit(s). |
|                        | R       | =                       | $(1 + i_0) / (1 + r)$                                                                                                                                                                                                                                                                                       |
| The currently app      | roved p | arameters               | applicable to the formulas above are found in AppendixII.                                                                                                                                                                                                                                                   |
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#### CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS – LEVELIZED AND EARLY LEVELIZED CAPACITY – OPTION C & OPTION D, RESPECTIVELY

Monthly fixed value of deferral payments for levelized and early levelized capacity shall be calculated as follows:

capacity options.

$$P_{L} = \frac{F}{x \ 12} \frac{r}{1 - (1 + r)^{-t}} + O$$

Where:

| $P_L$ | = | the monthly levelized capacity payment, starting on or prior to the in- service date of the Company's Avoided Unit(s);                                                                                |
|-------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F     | = | the cumulative present value, in the year that the contractual<br>will begin, of the avoided capital cost component of the<br>payments which would have been made had the capacity<br>been levelized; |
| r     | = | the annual discount rate, defined as the Company's incremental cost of capital;                                                                                                                       |
| t     | = | the term, in years, of the Standard Offer Contract;                                                                                                                                                   |
| 0     | = | the monthly fixed operation and maintenance component of the payments, calculated in accordance with calculation of the fixed deferral payments for the levelized capacity or the early levelized     |

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Option D

### APPENDIX II TO RATE SCHEDULE QS-2 2030 AVOIDED UNIT INFORMATION

The Company's Avoided Unit has been determined to be a 1,991 MW Combined Cycle Unit with an in-service date of June 1, 2030 and a contract heat rate of 5,996 Btu/kWh.

## EXAMPLE STANDARD OFFER CONTRACT AVOIDED CAPACITY PAYMENTS

### FOR A CONTRACT TERM OF TEN YEARS FROM THE IN-SERVICE DATE OF THE AVOIDED UNIT

## (\$/KW/MONTH)

Option C

Option B

| Contract Year |     | Capacity | -  | Capacity |     | d Capacity | -  | lized Capacity |
|---------------|-----|----------|----|----------|-----|------------|----|----------------|
|               | Pay | ment     | Pa | yment    | Pay | ment       | Pa | yment          |
| 2022          | \$  | -        | \$ | -        | \$  | -          | \$ | -              |
| 2023          | \$  | -        | \$ | -        | \$  | -          | \$ | -              |
| 2024          | \$  | -        | \$ | -        | \$  | -          | \$ | -              |
| 2025          | \$  | -        | \$ | -        | \$  | -          | \$ | -              |
| 2026          | \$  | -        | \$ | 3.28     | \$  | -          | \$ | 3.68           |
| 2027          | \$  | -        | \$ | 3.34     | \$  | -          | \$ | 3.68           |
| 2028          | \$  | -        | \$ | 3.41     | \$  | -          | \$ | 3.68           |
| 2029          | \$  | -        | \$ | 3.48     | \$  | -          | \$ | 3.68           |
| 2030          | \$  | 5.34     | \$ | 3.54     | \$  | 5.86       | \$ | 3.68           |
| 2031          | \$  | 5.45     | \$ | 3.62     | \$  | 5.86       | \$ | 3.68           |
| 2032          | \$  | 5.57     | \$ | 3.69     | \$  | 5.86       | \$ | 3.68           |
| 2033          | \$  | 5.69     | \$ | 3.76     | \$  | 5.86       | \$ | 3.68           |
| 2034          | \$  | 5.81     | \$ | 3.84     | \$  | 5.86       | \$ | 3.68           |
| 2035          | \$  | 5.93     | \$ | 3.91     | \$  | 5.86       | \$ | 3.68           |
| 2036          | \$  | 6.05     | \$ | 3.99     | \$  | 5.86       | \$ | 3.68           |
| 2037          | \$  | 6.18     | \$ | 4.07     | \$  | 5.86       | \$ | 3.68           |
| 2038          | \$  | 6.31     | \$ | 4.15     | \$  | 5.86       | \$ | 3.68           |
| 2039          | \$  | 6.44     | \$ | 4.24     | \$  | 5.86       | \$ | 3.68           |
| 2040          | \$  | 6.58     | \$ | 4.32     | \$  | 5.86       | \$ | 3.68           |

### ESTIMATED AS-AVAILABLE ENERGY COST

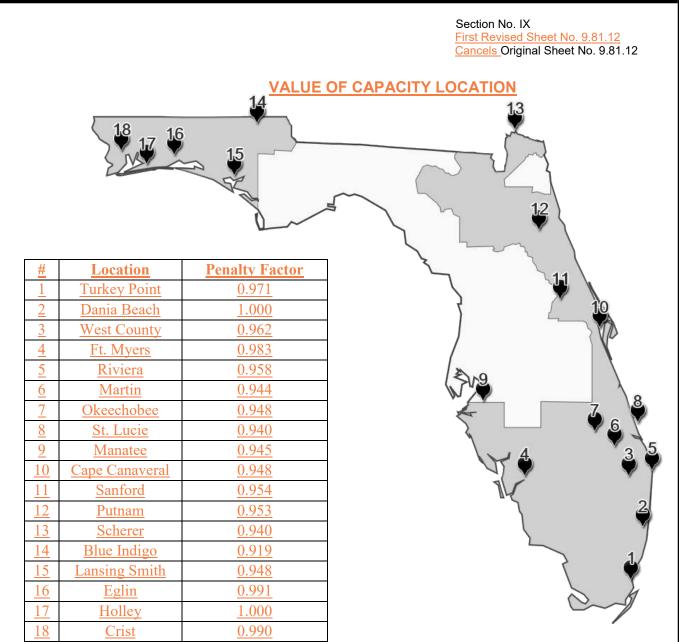
Option A

For informational purposes, the most recent estimated incremental avoided energy costs for the next ten years will be provided within thirty (30) days of written request.

**ESTIMATED UNIT FUEL COSTS (\$/MMBtu):** 

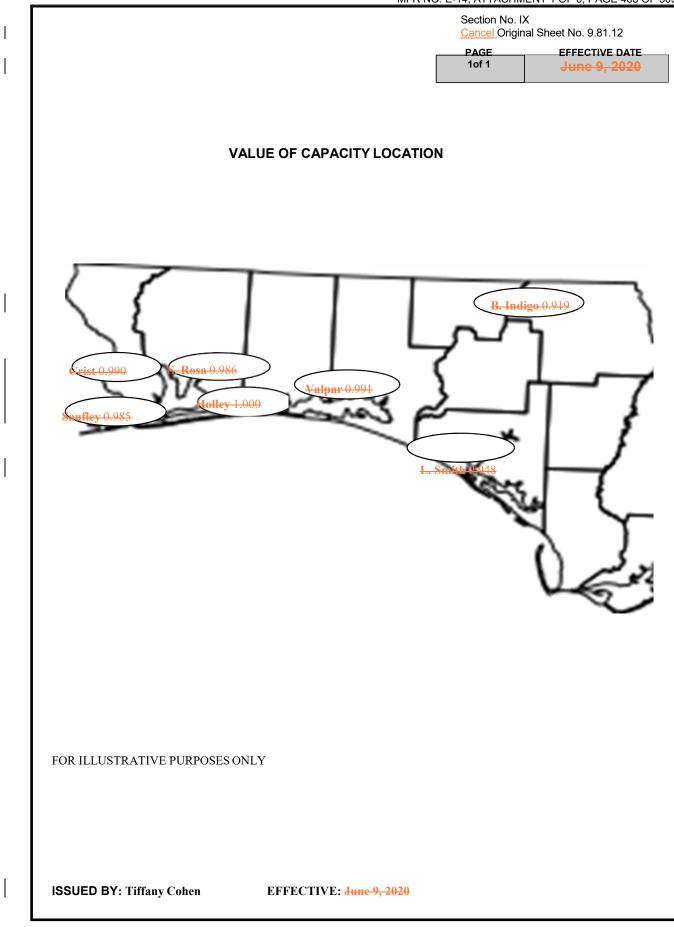
The most recent estimated unit fuel costs for the Company's avoided unit will be provided within thirty (30) days of written request.

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# FOR ILLUSTRATIVE PURPOSES ONLY

**ISSUED BY: Tiffany Cohen** 



## Section No. IX Original Sheet No. 9.81.13

| 2030 AVOIDED UNIT FIXED VALUE OF DEFERRAL PAYMENTS - NORMAL CAPACITY OPTION PARAMETERS |         |                                                                                                                                                                                                                                                                                          |          |  |  |
|----------------------------------------------------------------------------------------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--|--|
| Where, f                                                                               | òr a or | ne-year deferral:                                                                                                                                                                                                                                                                        | Value    |  |  |
| VACm                                                                                   | =       | Company's value of avoided capacity and O&M, in dollars per kilowatt per month, during month m;                                                                                                                                                                                          | \$5.3425 |  |  |
| К                                                                                      | =       | present value of carrying charges for one dollar of investment over L years with carrying charges computed using average annual rate base and assumed to be paid at the middle of each year and present valued to the middle of the first year;                                          | 1.4846   |  |  |
| In<br>On                                                                               | =       | total direct and indirect cost, in mid-year dollars per kilowatt including AFUDC but excluding CWIP, of the Company's Avoided Unit with an in-service date of year n; total fixed operation and maintenance expense, for the year n, in mid-year dollars                                 | \$635.92 |  |  |
|                                                                                        |         | per kilowatt per year, of the Company's Avoided Unit;                                                                                                                                                                                                                                    | \$12.69  |  |  |
| ip                                                                                     | =       | annual escalation rate associated with the plant cost of the Company's Avoided Unit;                                                                                                                                                                                                     | 2.00%    |  |  |
| io                                                                                     | =       | annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit;                                                                                                                                                                              | 2.50%    |  |  |
| r                                                                                      | =       | annual discount rate, defined as the Company's incremental after-tax cost of capital;                                                                                                                                                                                                    | 6.95%    |  |  |
| L                                                                                      | =       | expected life of the Company's Avoided Unit;                                                                                                                                                                                                                                             | 40       |  |  |
| n                                                                                      | =       | year for which the Company's Avoided Unit is deferred starting with its original anticipated in-service date and ending with the termination of the Standard Offer Contract.                                                                                                             | 2030     |  |  |
|                                                                                        |         | FIXED VALUE OF DEFERRAL PAYMENTS - EARLY CAPACITY OPTION PARAMETERS                                                                                                                                                                                                                      |          |  |  |
| $A_{m}$                                                                                | =       | monthly capacity payments to be made to the QS starting on the year the QS elects to start receiving early capacity payments, in dollars per kilowatt per month;                                                                                                                         | *        |  |  |
| ip                                                                                     | =       | annual escalation rate associated with the plant cost of the Company's Avoided Unit;                                                                                                                                                                                                     | 2.00%    |  |  |
| io                                                                                     | =       | annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit;                                                                                                                                                                              | 2.50%    |  |  |
| n                                                                                      | =       | year for which early capacity payments to a QS are to begin; (at the election of the QS early capacity payments may commence anytime after the actual in-service date of the QS facility and before the anticipated in-service date of the Company's avoided unit)                       | *        |  |  |
| F                                                                                      |         | the cumulative present value of the avoided capital cost component of capacity payments<br>which would have been made had capacity payments commenced with the anticipated                                                                                                               | \$490.8  |  |  |
|                                                                                        |         | in-service date of the Company's Avoided Unit and continued for a period of 10 years;                                                                                                                                                                                                    |          |  |  |
| r                                                                                      | =       | annual discount rate, defined as the Company's incremental after-tax cost of capital;                                                                                                                                                                                                    | 6.95%    |  |  |
| t                                                                                      | =       | the term, in years, of the Standard Offer Contract for the purchase of firm capacity commencing in the year<br>the QS elects to start receiving early capacity payments prior to the in-service date of the Company's<br>Avoided Unit;                                                   | *        |  |  |
| G                                                                                      | =       | the cumulative present value of the avoided fixed operation and maintenance expense component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit and continued for a period of 10 years. | \$98.71  |  |  |
| *From A                                                                                | ppend   | ix E                                                                                                                                                                                                                                                                                     |          |  |  |
| ISSUE                                                                                  | DBY     | : TIFFANY COHEN EFFECTIVE: JUNE 9, 2020                                                                                                                                                                                                                                                  |          |  |  |

|       |                              |             | Section No. IX<br>Original Sheet No. 9.81.14                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------|------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       |                              |             | APPENDIX B<br>TO THE STANDARD OFFER CONTRACT<br>FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY<br>FROM RENEWABLE ENERGY FACILITIES<br>OR QUALIFYING FACILITIES WITH A DESIGN CAPACITY OF 100 KW OR LESS<br>FOR PERFORMANCE PROVISIONS MONTHLY CAPACITY PAYMENT CALCULATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1. Mo | onthly Capacit               | ty Paymen   | ts (MCP) for each Monthly Billing Period shall be computed according to the following:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| A.    |                              |             | Annual Capacity Billing Factor ("ACBF"), as defined below, is less than 80%, then no Monthly Capacity Payment shall be                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|       | due. That is                 |             | MCP = 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| B.    | In the even<br>the following |             | ACBF is equal to or greater than 80% but less than 94%, then the Monthly Capacity Payment shall be calculated by using<br>$MCP = BCP \times [1+4x (ACBF-94\%)] \times CC$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| C.    | In the ever                  | nt that the | ACBF is equal to or greater than 94%, then the Monthly Capacity Payment shall be calculated by using the following                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|       | formula:                     |             | $MCP = BCP \ xCC$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|       | Where:                       |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|       | MCP                          | =           | Monthly Capacity Payment in dollars.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|       | BCP                          | =           | Base Capacity Payment in \$/KW/Month as specified in GULF POWER's Rate Schedule QS-2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|       | CC                           | =           | Committed Capacity in KW.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|       | ACBF                         | =           | Annual Capacity Billing Factor. This factor is calculated using the 12 months rolling average of the Monthly Capacity Factor. This 12 month rolling average shall be defined as the sum of the 12 consecutive Monthly Capacity Factors preceding the date of calculation, divided by 12. During the first 12 consecutive Monthly Billing Periods, commencing with the first Monthly Billing Period in which Capacity payments are to be made, the calculation of the Annual Capacity Billing Factor shall be performed as follows: (a) during the first Monthly Billing Period, the Annual Capacity Billing Factor shall be equal to the Monthly Capacity Factor; (b) thereafter, the calculation of the Annual Capacity Billing Factor shall be computed by dividing the sum of the Monthly Capacity Factors during the first year's Monthly Billing Periods in which Capacity payments are to be made by the number of Monthly Billing Periods which have elapsed. This calculation shall be performed at the end of each Monthly Billing Period until enough Monthly Billing Periods have elapsed to calculate a true 12-month rolling average Annual Capacity Billing Factor. Periods during which the Facility has temporarily set its Committed Capacity equal to 0 KW due to a Force Majeure event pursuant to Section 16 shall be excluded from the applicable capacity factor calculation. |
|       | MCF                          | =           | Monthly Capacity Factor. The sum of (i) the Hourly Factors of the Non-Dispatch Hours plus (ii) the Hourly Factors of the Dispatch Hours or the Hourly factors of the hours when GULF POWER requested reduced deliveries pursuant to Sections 8.4.6 and 8.4.8 (Reduced Delivery Hour); divided by the number of hours in the Monthly Billing Period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|       | HFNDH                        | =           | Hourly Factor of a Non-Dispatch Hour. The energy received during the hour divided by the Committed Capacity. For purposes of calculating the Hourly Factor of a Non-Dispatch Hour the energy received shall not exceed the Committed Capacity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|       | HFDH                         | =           | Hourly Factor of a Dispatch Hour or a Reduced Delivery Hour. The scheduled energy received divided by the scheduled energy requested. For purposes of calculating the Hourly Factor of a Dispatch Hour or the Hourly Factor of a Reduced Delivery Hour the scheduled energy received shall not exceed the scheduled energy requested.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|       | On-Peak H                    | ours =      | Those hours occurring April 1 through October 31 Mondays through Fridays, from 12 noon to 9:00 p.m. excluding Memorial Day, Independence Day and Labor Day; and November 1 through March 31 Mondays through Fridays from 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. prevailing Central time excluding Thanksgiving Day, Christmas Day and New Year's Day. GULF POWER shall have the right to change such On- Peak Hours by providing the QS a minimum of thirty calendar days' advance notice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| ISSUE | Monthly B<br>Period          | -           | The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing<br>Period shall consist of the period beginning 12:01 a.m. on the Capacity Delivery Period Date and ending with<br>the last calendar day of such month. Scheduled Energy and Dispatch Hours are as defined in Section 8.4.7 of the<br>Standard Offer Contract.<br><b>Dhen EFFECTIVE:</b> June 9, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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## Section No. IX Original Sheet No. 9.81.15

#### APPENDIX C TO THE STANDARD OFFER CONTRACT TERMINATION FEE

The Termination Fee shall be the sum of the values for each month beginning with the month in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be), computed according to the following formula:

Termination Fee = Termination Fee applicable to Capacity Payment Option plus Termination Fee applicable to Fixed Firm Energy Option <u>Termination Fee applicable to Capacity Payment Options B, C, D and E</u>

 $n \\ \sum_{i=1}^{n} (MCP_i - MCPC_i) x t^{(n-i)}$ 

with:  $MCPC_i = 0$  for all periods prior to the in-service date of the Company's Avoided Unit; where:

- i = number of the Monthly Billing Period commencing with the Capacity Delivery Date (i.e., the month in which Capacity Delivery Date occurs = 1; the month following the month in which Capacity Delivery Date occurs = 2; etc.)
  - the number of Monthly Billing Periods which have elapsed from the month in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be)
  - the future value of an amount factor necessary to compound a sum monthly so the annual percentage rate derived will equal GULF POWER's incremental after-tax avoided cost of capital (defined as r in QS-2). For any Monthly Billing Period in which MCPC<sub>i</sub> is greater than MCP<sub>i</sub>, t shall equal 1.
- MCP<sub>i</sub>= Monthly Capacity Payment paid to QS corresponding to the Monthly Billing Period i, calculated in accordance with Appendix B.
- MCPC<sub>i</sub>= Monthly Capacity Payment for Option A corresponding to the Monthly Billing Period i, calculated in accordance with QS-2

In the event that for any Monthly Billing Period, the computation of the value of the Capacity Payment Termination Fee for such Monthly Billing Period (as set forth above) yields a value equal to or greater than zero, the amount of the Capacity Payment Termination Fee shall be increased by the amount of such value.

In the event that for any Monthly Billing Period, the computation of the value of the Capacity Payment Termination Fee for such Monthly Billing Period (as set forth above) yields a value less than zero, the amount of the Capacity Payment Termination Fee shall be decreased by the amount of such value expressed as a positive number (the "Initial Reduction Value"); provided, however, that such Initial Reduction Value shall be subject to the following adjustments (the Initial Reduction Value, as adjusted, the "Reduction Value"):

- a. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor (ACBF), as defined in Appendix B is less than 80%, then the Initial Reduction Value shall be adjusted to equal zero (Reduction Value = 0), and the Capacity Payment Termination Fee shall not be reduced for the applicable Monthly Billing Period.
- b. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor (ACBF), as defined in Appendix B, is equal to or greater than 80% but less than 94%, then the Reduction Value shall be determined as follows:

Reduction Value = Initial Reduction Value x [0.04 x (ACBF - 94%)]

For the applicable Monthly Billing Period, the Termination Fee shall be reduced by the amount of such Reduction Value.

In no event shall GULF POWER be liable to the QS at any time for any amount by which the Capacity Payment Termination Fee, adjusted in accordance with the foregoing, is less than zero(0).

#### **Termination Fee applicable to the Fixed Firm Energy Payment Option D**

Prior to in-service date of avoided unit:

The Termination Fee for the Fixed Firm Energy Option shall be equal to the cumulative sum of the Fixed Firm Energy Payments made to the QS pursuant to Option D, starting with the in-service date of the QS facility, for each billing cycle. Such number shall reach the maximum amount on the billing cycle immediately preceding the billing cycle associated with the in-service date of the Avoided Unit.

### After in-service date of avoided unit:

The Termination Fee shall be decreased each billing cycle following the in-service date of the avoided unit by an amount equal to the difference between the projected Fixed Energy Cost that was used in the calculation to determine the base energy cost to be fixed and amortized pursuant to Option D for such billing cycle and the amortized Fixed Firm Energy Payment in cents/KWH times the energy delivered by the QS not to exceed the MWH block specified in Appendix E.

**ISSUED BY: Tiffany Cohen** 

Section No. IX Original Sheet No. 9.81.16

### APPENDIX D TO THE STANDARD OFFER CONTRACT DETAILED PROJECT INFORMATION

Each eligible Contract received by GULF POWER will be evaluated to determine if the underlying QS project is financially and technically viable. The QS shall, to the extent available, provide GULF POWER with a detailed project proposal which addresses the information requested below.

## I. FACILITY DESCRIPTION

- Project Name
- Project Location
  - ♦ Street Address
  - Site Plot Plan
  - Legal Description of Site
- Generating Technology
- Facility Classification (include types from statute)
- Primary Fuel
- Alternate Fuel (if applicable)
- Committed Capacity
- Expected In-Service Date
- Steam Host (for cogeneration facilities)
  - Street Address
  - Legal Description of Steam Host
  - Host's annual steam requirements (lbs/yr)

## Contact Person

- Individual's Name and Title
- Company Name
- Address
- ♦ Telephone Number
- Telecopy Number

## II. PROJECT PARTICIPANTS

- Indicate the entities responsible for the following project management activities and provide a detailed description of the experience and capabilities of the entities:
  - Project Development
  - Siting and Licensing the Facility
  - Designing the Facility
  - Constructing the Facility
  - Securing the Fuel Supply
  - Operating the Facility
- Provide details on all electrical generation facilities which are currently under construction or operational which were developed by the QS.
- Describe the financing structure for the projects identified above, including the type of financing used, the permanent financing term, the major lenders, and the percentage of equity invested at financial closing.

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ISSUED BY: Tiffany Cohen EFFECTIVE: June 9, 2020
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Section No. IX Original Sheet No. 9.81.17

## III. FUEL SUPPLY

- Describe all fuels to be used to generate electricity at the Facility. Indicate the specific physical and chemical characteristics of each fuel type (*e.g.*, Btu content, sulfur content, ash content, etc.). Identify special considerations regarding fuel supply origin, source and handling, storage and processing requirements.
- Provide annual fuel requirements (AFR) necessary to support the requirements pursuant to Section 366.91, Florida Statutes, and the planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel supply arrangements in place to meet the ARFR in each year of the proposed operating life of the Facility. Use the categories below to describe the current arrangement for securing the AFR.

```
CategoryDescription of Fuel Supply Arrangement fuel is from a fullydeveloped owned =source owned by one or more of the project participantscontract =fully executed firm fuel contract exists between the developer(s) and fuelsupplier(s) LOI = a letter of intent for the fuel supply exists between developer(s) and fuelsupplier(s) REF = renewable energy facility will burn biomass, waste, or another renewableresource spot =fuel supply will be purchased on the spot marketnone =no firm fuel supply arrangement currently in placeother =fuel supply arrangement which does not fit any of the above categories (please describe)
```

- Indicate the percentage of the Facility's AFR which is covered by the above fuel supply arrangement(s) for each
  proposed operating year. The percent of AFR covered for each operating year must total 100%. For fuel supply
  arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the
  fuel price mechanism of the arrangement. In addition, indicate whether or not the fuel price includes delivery and, if
  so, to what location.
- Describe fuel transportation networks available for delivering all primary and secondary fuel to the Facility site. Indicate the mode, route and distance of each segment of the journey, from fuel source to the Energy Facility site. Discuss the current status and pertinent factors impacting future availability of the transportation network.
- Provide annual fuel transportation requirements (AFTR) necessary to support planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel transportation arrangements in place to meet the AFTR in each year of the proposed operating life of the Energy Facility. Use the categories below to describe the current arrangement for securing the AFTR.

owned =fuel transport via a fully developed system owned by one or more of the projectparticipants contract =fully executed firm transportation contract exists between the developer(s) and fueltransporter(s) LOI = a letter of intent for fuel transport exists between developer(s) and fuel transporter(s)Spot =fuel transportation will be purchased on the spotmarket none = no firm fuel transportation arrangement currently in placeother =fuel transportation arrangement which does not fit any of the above categories (please describe)

- Indicate the percentage of the Facility's AFR which is covered by the above fuel supply arrangement(s) for each
  proposed operating year. The percent of AFR covered for each operating year must total 100%. For fuel supply
  arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the
  transportation price mechanism of the arrangement.
- Provide the maximum, minimum, and average fuel inventory levels to be maintained for primary and secondary fuels at the Facility site. List the assumptions used in determining the inventory levels.

ISSUED BY: Tiffany Cohen EFFECTIVE: June 9, 2020

Section No. IX Original Sheet No. 9.81.18

## IV. PLANT DISPATCHABILITY/CONTROLLABILITY

- Provide the following operating characteristics and a detailed explanation supporting the performance capabilities indicated.
  - Ramp Rate (MW/minute)
  - Peak Capability (% above Committed Capacity)
  - Minimum power level (% of Committed Capacity)
  - Facility Turnaround Time, Hot to Hot (hours)
  - Start-up Time from Cold Shutdown (hours)
  - Unit Cycling (# cycles/yr)
  - MW and MVAR Control (AGC, Manual, Other (please explain))

## V. SITING AND LICENSING

- Provide a licensing/permitting milestone schedule which lists all permits, licenses and variances required to site the Facility. The milestone schedule shall also identify key milestone dates for baseline monitoring, application preparation, agency review, certification and licensing/siting board approval, and agency permit issuance.
- Provide a licensing/permitting plan that addresses the issues of air emissions, water use, wastewater discharge, wetlands, endangered species, protected properties, solid waste, surrounding land use, zoning for the Facility, associated linear facilities, and support of and opposition to the Facility.
- List the emission/effluent discharge limits the Facility will meet, and describe in detail the pollution control equipment to be used to meet these limits.

## VI. FACILITY DEVELOPMENT AND PERFORMANCE

- Submit a detailed engineering, procurement, construction, startup and commercial operation schedule. The schedule shall include milestones for site acquisition, engineering phases, selection of the major equipment vendors, architect engineer, EPC contractor, and Facility operator, steam host integration, and delivery of major equipment. A discussion of the current status of each milestone should also be included where applicable.
- Attach a diagram of the power block arrangement. Provide a list of the major equipment vendors and the name and model number of the major equipment to be installed.
- Provide a detailed description of the proposed environmental control technology for the Facility and describe the capabilities of the proposed technology.
- Attach preliminary flow diagrams for the steam system, water system, and fuel system, and a main electrical oneline diagram for the Facility.
- State the expected heat rate (HHV) at 75 degrees Fahrenheit for loads of 100%, 75%, and 50%. In addition, attach a preliminary heat balance for the Facility.
- [NOTE: add any requirements related to demonstrating that the facility meets the requirements under the statute or applicable rules]

**ISSUED BY: Tiffany Cohen** 

## Section No. IX Original Sheet No. 9.81.19

## VII. FINANCIAL

- Provide GULF POWER with assurances that the proposed QS project is financially viable consistent with FPSC Rule 25-17.0832(4) (c) by attaching a detailed pro-forma cash flow analysis. The pro-forma must include, at a minimum, the following assumptions for each year of the project.
  - Annual Project Revenues
    - Capacity Payments (\$ and \$/KW/Mo)
    - Variable O&M (\$ and \$/MWh)
    - Energy (\$ and \$/MWh)
    - Steam Revenues (\$ and %/lb.)
    - Tipping Fees (\$ and \$/ton)
    - Interest Income
    - Other Revenues
    - Variable O&M Escalation (%/yr)
    - Energy Escalation (%/yr)
    - Steam Escalation (%/yr)
    - Tipping Fee Escalation (%/yr)
  - ♦ Annual Project Expenses
    - Fixed O&M (\$ and \$/KW/Mo)
    - Variable O&M (\$ and \$/MWh)
    - Energy (\$ and \$/MWh)
    - Property Taxes (\$)
    - Insurance (\$)
    - Emission Compliance (\$ and \$/MWh)
    - Depreciation (\$ and %/yr)
    - Other Expenses (\$)
    - Fixed O&M Escalation (%/yr)
    - Variable O&M Escalation (%/yr)
    - Energy Escalation (%/yr)
  - Other Project Information
    - Installed Cost of the Energy Facility (\$ and \$/KW)
    - Committed Capacity (KW)
    - Average Heat Rate HHV (MBTU/KWh)
    - Federal Income Tax Rate (%)
    - Facility Capacity Factor (%)
    - Energy Sold to GULF POWER (MWH)
  - Permanent Financing
    - Permanent Financing Term (yrs)
    - Project Capital Structure (percentage of long-term debt, subordinated debt, tax exempt debt, and equity)
    - Financing Costs (cost of long-term debt, subordinated debt, tax exempt debt, and equity)
    - Annual Interest Expense
    - Annual Debt Service (\$)
    - Amortization Schedule (beginning balance, interest expense, principal reduction, ending balance)
- Provide details of the financing plan for the project and indicate whether the project will be non-recourse project financed. If it will not be project financed, please explain the alternative financing arrangement.
- Submit financial statements for the last two years on the principals of the project, and provide an illustration of the project ownership structure.

## ISSUED BY: Tiffany Cohen

EFFECTIVE: JUNE 9, 2020

## Section No. IX Original Sheet No. 9.81.20

| APPENDIX E                           |
|--------------------------------------|
| TO THE STANDARD OFFER CONTRACT       |
| CONTRACT OPTIONS TO BE SELECTED BYQS |

### Avoided Unit Selected

### **Term of Contract**

Execution date Termination date

### **Firm Capacity Rates**

Commencement date for deliveries of Firm Energy and Capacity

Schedule of Capacity Payments to be provided by the Company based on applicable parameters follows:

Year <u>\$/KW/Month</u>

### **Energy Rates**

Energy payment Options selected applicable to energy produced by the QS and delivered to the Company (fromavailable Option A or B and D) Select from Option A or B And

Select D

If Option D is selected by the QS; the Company and the QS mutually agree on fixing and amortizing the followingportion of the Base Energy Costs associated with the Avoided Unit % which yields MWH

Projected Energy Cost of Energy Produced by Avoided Unit (provided by the Company):

| Yea | r |
|-----|---|
|     |   |

Projected Fixed Energy Cost (in Cents/KWH or in Dollars)

Based on the projections of Energy Costs Produced by the Avoided Unit and the mutually agreed upon Portion of the Base Energy Costs associated with the Avoided Unit the Fixed Energy Payment shallbe \_\_\_\_\_\_\$/MWH or \$\_\_\_\_\_\_(as applicable).

**ISSUED BY: Tiffany Cohen** 

Section No. IX Seventh Revised Sheet No. 9.100 Cancelling Sixth Revised Sheet No. 9.100

# STANDARD OFFER CONTRACT FOR THE PURCHASE OF CAPACITY AND ENERGY FROM A RENEWABLE ENERGY FACILITY OR A QUALIFYING FACILITY WITH A DESIGN CAPACITY OF 100 KW OR LESS (2030 AVOIDED UNIT)

THIS STANDARD OFFER CONTRACT (the "Contract") is made and entered this \_\_\_\_\_\_day of

, , by and between (herein after

"Qualified Seller" or "QS") a corporation/limited liability company organized and existing under the laws of the State of \_\_\_\_\_\_ and owner of a Renewable Energy Facility as defined in section 25-17.210 (1) F.A.C. or a Qualifying Facility with a design capacity of 100 KW or less as defined in section 25-17.250, and Gulf Power Company (hereinafter "GULF POWER") a corporation organized and existing under the laws of the State of Florida. The QS and GULF POWER shall be jointly identified herein as the "Parties". This Contract contains five Appendices; Appendix A, QS-2 Standard Rate for Purchase of Capacity and Energy; Appendix B, Pay for Performance Provisions; Appendix C, Termination Fee; Appendix D, Detailed Project Information and Appendix E, contract options to be selected by QS.

# WITNESSETH:

WHEREAS, the QS desires to sell and deliver, and GULF POWER desires to purchase and receive, firm capacity and energy to be generated by the QS consistent with the terms of this Contract, Section 366.91, Florida Statutes, and/or Florida Public Service Commission ("FPSC") Rules 25-17.082 through 25-17.091, F.A.C. and FPSC Rules 25-17.200 through 25.17.310.F.A.C.

WHEREAS, the QS has signed an interconnection agreement with GULF POWER (the "Interconnection Agreement"), or it has entered into valid and enforceable interconnection/transmission service agreement(s) with the utility (or those utilities) whose transmission facilities are necessary for delivering the firm capacity and energy to GULF POWER (the "Wheeling Agreement(s)");

WHEREAS, the FPSC has approved the form of this Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility with a design capacity of 100 KW or less; and

WHEREAS, the Facility is capable of delivering firm capacity and energy to GULF POWER for the term of this Contract in a manner consistent with the provisions of this Contract; and

WHEREAS, Section 366.91(3), Florida Statutes, provides that the "prudent and reasonable costs associated with a QS energy contract shall be recovered from the ratepayers of the contracting utility. without differentiating among customer classes, through the appropriate cost-recovery clause mechanism" administered by the FPSC.

ISSUED BY: Tiffany Cohen EFFECTIVE: June 9, 2020

Section No. IX Original Sheet No. 9.100.1

## 1. QS Facility

The QS contemplates, installing operating and maintaining a

\_\_\_\_\_KVA\_\_\_\_\_generating facility located at\_\_\_\_\_\_(hereinafter called the "Facility"). The Facility is designed to produce a maximum of\_\_\_\_\_kilowatts ("KW") of electric power at an 85% lagging to 85% leading power factor. The Facility's location and generation capabilities are as described in the table below.

| TECHNOLOGY AND GENERATOR CAPABILITIES                                                                                                                                                                                                                                                                     |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Location: Specific legal description (e.g., metes and bounds or other legal description with street address required)                                                                                                                                                                                     | City:<br>County: |
| Generator Type (Induction or Synchronous)                                                                                                                                                                                                                                                                 |                  |
| Type of Facility (Hydrogen produced from sources other than fossil fuels,<br>biomass as defined in Section 25-17.210 (2) F.A.C., solar energy,<br>geothermal energy, wind energy, ocean energy, hydroelectric power,<br>waste heat from sulfuric acid manufacturing operations: or <100KW<br>cogenerator) |                  |
| Technology                                                                                                                                                                                                                                                                                                |                  |
| Fuel Type and Source                                                                                                                                                                                                                                                                                      |                  |
| Generator Rating(KVA)                                                                                                                                                                                                                                                                                     |                  |
| Maximum Capability (KW)                                                                                                                                                                                                                                                                                   |                  |
| MinimumLoad                                                                                                                                                                                                                                                                                               |                  |
| Peaking Capability                                                                                                                                                                                                                                                                                        |                  |
| Net Output (KW)                                                                                                                                                                                                                                                                                           |                  |
| Power Factor (%)                                                                                                                                                                                                                                                                                          |                  |
| Operating Voltage (kV)                                                                                                                                                                                                                                                                                    |                  |
| Peak Internal Load KW                                                                                                                                                                                                                                                                                     |                  |

The following sections (a) through (e) are applicable to Renewable Energy Facilities ("REFs") and section (e) is only applicable to Qualifying Facilities with a design capacity of 100 KW or less:

- (a) If the QS is a REF, the QS represents and warrants that (i) the sole source(s) of fuel or power used by the Facility to produce energy for sale to GULF POWER during the term of this Contract shall be such sources as are defined in and provided for pursuant to Sections 366.91(2) (a) and (b), Florida Statutes, and FPSC Rules 25-17.210(1) and (2), F.A.C.; (ii) Fossil fuels shall be limited to the minimum quantities necessary for start-up, shut-down and for operating stability at minimum load; and (iii) the REF is capable of generating the amount of capacity pursuant to Section 5 of this Agreement without the use of fossil fuels.
- (b) The Parties agree and acknowledge that if the QS is a REF, the QS will not charge for, and GULF POWER shall have no obligation to pay for, any electrical energy produced by the Facility from a source of fuel or power except as specifically provided for in paragraph 1(a) above.

ISSUED BY: Tiffany Cohen

Section No. IX Original Sheet No. 9.100.2

(c) If the QS is a REF, the QS shall, on an

annual basis and within thirty (30) days after the anniversary date of this Contract and on an annual basis thereafter for the term of this Contract, deliver to GULF POWER a report certified by an officer of the QS: (i) stating the type and amount of each source of fuel or power used by the QS to produce energy during the twelve month period prior to the anniversary date (the "Contract Year"); and (ii) verifying that one hundred percent (100%) of all energy sold by the QS to GULF POWER during the Contract Year complies with Sections 1(a) and (b) of this Contract.

- (d) If the QS is a REF, the QS represents and warrants that the Facility meets the renewable energy requirements of Section 366.91(2)(a) and (b), Florida Statutes, and FPSC Rules 25-17.210(1) and (2)-, F.A.C., and that the QS shall continue to meet such requirements throughout the term of this Contract. GULF POWER shall have the right at all times to inspect the Facility and to examine any books, records, or other documents of the QS that GULF POWER deems necessary to verify that the Facility meets such requirements.
- (e) The Facility (i) has been certified or has self-certified as a "qualifying facility" pursuant to the Regulations of the Federal Energy Regulatory Commission ("FERC"), or (ii) has been certified by the FPSC as a "qualifying facility" pursuant to Rule 25-17.080(1). A QS that is a qualifying facility with a design capacity of less than 100 KW shall maintain the "qualifying status" of the Facility throughout the term of this Contract. GULF POWER shall have the right at all times to inspect the Facility and to examine any books and records or other documents of the Facility that GULF POWER deems necessary to verify the Facility's qualifying status. On or before March 31 of each year during the term of this Contract, the QS shall provide to GULF POWER a certificate signed by an officer of the QS certifying that the Facility has continuously maintained qualifying status.

### 2. Term of Contract

Except as otherwise provided herein, this Contract shall become effective immediately upon its execution by the Parties (the "Effective Date") and shall have the termination date stated in Appendix E, unless terminated earlier in accordance with the provisions hereof. Notwithstanding the foregoing, if the Capacity Delivery Date (as defined in Section 5.5) of the Facility is not accomplished by the in-service date of the avoided unit, or such later date as may be permitted by GULF POWER pursuant to Section 5 of this Contract, GULF POWER will be permitted to terminate this Contract consistent with the terms herein without further obligations, duties or liability to the QS.

### 3. Minimum Specifications

Following are the minimum specifications pertaining to this Contract:

- 1. The avoided unit ("Avoided Unit") options on which this Contract is based are detailed in Appendix A.
- 2. This offer shall expire on April 1, 2021.

3. The date by which firm capacity and energy deliveries from the QS to GULF POWER shall commence is the in-service date of the Avoided Unit (or such later date as may be permitted by GULF POWER pursuant to Section 5 of this contract) unless the QS chooses a capacity payment option that provides for early capacity payments pursuant to the terms of this Contract.

4. The period of time over which firm capacity and energy shall be delivered from the QS to GULF POWER is as specified in Appendix E; provided, such period shall be no less than a minimum of ten (10) years after the in-service date of the Avoided Unit.

5. The following are the minimum performance standards for the delivery of firm capacity and energy by the QS to qualify for full capacity payments under this Contract:

| On Peak * | All Hours |
|-----------|-----------|
| 94.0%     | 94.0%     |

\* QS Performance and On Peak hours shall be as measured and/or described in GULF POWER's Rate Schedule QS-2 attached hereto as Appendix A

| SSUED BY: | Tiffany | Cohen |
|-----------|---------|-------|
|-----------|---------|-------|

Availability

## Section No. IX Original Sheet No. 9.100.3

### 4. Sale of Energy and Capacity by the QS

4.1 Consistent with the terms hereof, the QS shall sell and deliver to GULF POWER and GULF POWER shall purchase and receive from the QS at the Delivery Point (defined below) all of the energy and firm capacity generated by the Facility. GULF POWER shall have the sole and exclusive right to purchase all energy and capacity produced by the Facility. The purchase and sale of energy and firm capacity pursuant to this Contract shall be a () net billing arrangement or () simultaneous purchase and sale arrangement; provided, however, that no such arrangement shall cause the QS to sell more energy and firm capacity than the Facility's net output. The billing methodology may be changed at the option of the QS, subject to the provisions of GULF POWER Rate Schedule QS-2. For purposes of this Contract, Delivery Point shall be defined as either: (a) the point of interconnection between GULF POWER's system and the transmission system of the final utility transmitting energy and firm capacity from the Facility to the GULF POWER system, as specifically described in the applicable Wheeling Agreement, or (b) the point of interconnection between the Facility and GULF POWER's transmission system, as specifically described in the Interconnection Agreement.

4.2 The QS shall not rely on interruptible standby service for the start up requirements (initial or otherwise) of the Facility.

4.3 The QS shall be responsible for all costs, charges and penalties associated with development and operation of the Facility.

4.4 The QS shall be responsible for all interconnection, electric losses, transmission and ancillary service arrangements and costs

required to deliver, on a firm basis, the firm capacity and energy from the Facility to the Delivery Point.

## 5. Committed Capacity/Capacity Delivery Date

5.1 The QS commits to sell and deliver firm capacity to GULF POWER at the Delivery Point, the amount of which shall be determined in

accordance with this Section 5 (the "Committed Capacity"). Subject to Section 5.3 the Committed Capacity shall be

KW, delivery date no later than the in-service date of the Avoided Unit or as otherwise specified in Appendix E (the "Guaranteed Capacity Delivery Date").

5.2 Testing of the capacity of the Facility (each such test, a "Committed Capacity Test") shall be performed in accordance with the procedures set forth in Section 6. The Demonstration Period (defined herein) for the first Committed Capacity Test shall commence no earlier than six (6) months prior to the Capacity Delivery Date and testing must be completed by 11:59 p.m. on the date prior to the Guaranteed Delivery Date. The first Committed Capacity Test shall be deemed successfully completed when the QS demonstrates to GULF POWER's satisfaction that the Facility can make available capacity of at least one hundred percent (100%) of the Committed Capacity Tests to satisfy the capacity requirements of the Contract.

5.3 GULF POWER shall have the right to require the QS, by notice no less than ten (10) business days prior to such proposed test, to validate the Committed Capacity of the Facility by means of subsequent Committed Capacity Tests as follows: (a) once per each Summer period and once per each Winter period at GULF POWER's sole discretion,(b) at any time the QS is unable to comply with any material obligation under this Contract for a period of thirty (30) days or more in the aggregate as a consequence of an event of Force Majeure, and (c) at any time the QS fails in three consecutive months to achieve an Annual Capacity Billing Factor, as defined in Appendix B (the "ACBF"), equal to or greater than 70%. The results of any such test shall be provided to GULF POWER within seven (7) days of the conclusion of such test. On and after the date of such requested Committed Capacity Test, and until the completion of a subsequent Committed Capacity Test, the Committed Capacity shall be deemed as the lower of the tested capacity or the Committed Capacity as set forth in Section 5.1.

5.4 Notwithstanding anything to the contrary herein, the Committed Capacity shall not exceed the amount set forth in Section 5.1 without the prior written consent of GULF POWER, such consent not unreasonably withheld.

5.5 The "Capacity Delivery Date" shall be defined as the first calendar day immediately after the date following the last to occur of (a) the Facility's successful completion of the first Committed Capacity Test but no earlier than the commencement date for deliveries of firm capacity and energy (as such is specified in Appendix E) and (b) the satisfaction by QS of the following Delivery Date Conditions (defined below).

ISSUED BY: Tiffany Cohen

Section No. IX Original Sheet No. 9.100.4

5.5.1 A certificate addressed to GULF POWER from a Licensed Professional Engineer (reasonably acceptable to GULF POWER in all respects) stating: (a) the nameplate capacity rating of the Facility at the anticipated time of commercial operation, which must be at least 94% of the Expected Nameplate Capacity Rating; (b) that the Facility is able to generate electric energy reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof; (c) that Start-Up Testing of the Facility has been completed; and (d) that, pursuant to Section 8.4, all system protection and control and Automatic Generation Control devices are installed and operational.

5.5.2 A certificate addressed to GULF POWER from a Licensed Professional Engineer (reasonably acceptable to GULF POWER in all respects) stating, in conformance with the requirements of the Interconnection Agreement, that: (a) all required interconnection facilities have been constructed; (b) all required interconnection tests have been completed; and (c) the Facility is physically interconnected with the System in conformance with the Interconnection Agreement and able to deliver energy consistent with the terms of this Agreement.

5.5.3 A certificate addressed from a Licensed Professional Engineer (reasonably acceptable to GULF POWER in all respects) stating that QS has obtained or entered into all permits and agreements with respect to the Facility necessary for construction, ownership, operation, and maintenance of the Facility (the "Required Agreements"). QS must provide copies of any or all Required Agreements requested by GULF POWER.

5.5.4 An opinion from a law firm or attorney, registered or licensed in the State of Florida (reasonably acceptable to GULF POWER in all respects), stating, after all appropriate and reasonable inquiry, that: (a) QS has obtained or entered into all Required Agreements; (b) neither QS nor the Facility is in violation of or subject to any liability under any applicable law; and (c) QS has duly filed and had recorded all of the agreements, documents, instruments, mortgages, deeds of trust, and other writings described in Section 9.7.

5.5.5 GULF POWER has received the Completion/Performance Security ((a) through (e), the "Commercial Operation Conditions").

GULF POWER shall have ten (10) Business Days after receipt either to confirm to QS that all of the Delivery Date Conditions have been satisfied or have occurred, or to state with specificity what GULF POWER reasonably believes has not been satisfied.

5.6 The QS shall be entitled to receive capacity payments beginning on the Capacity Delivery Date, provided, the Capacity Delivery Date occurs on or before the in-service date of the Avoided Unit (or such later date permitted by GULF POWER pursuant to the following sentence). If the Capacity Delivery Date does not occur on or before the Guaranteed Capacity Delivery Date, GULF POWER shall be entitled to the Completion/Performance Security (as set forth in Section 9) in full, and in addition, has the right but not the obligation to allow the QS up to an additional five (5) months to achieve the Capacity Delivery Date. If the QS fails to achieve the Capacity Delivery Date either by (a) the Guaranteed Delivery Date or b) such later date as permitted by GULF POWER, GULF POWER shall have no obligation to make any capacity payments under this Contract and GULF POWER will be permitted to terminate this Contract, consistent with the terms herein, without further obligations, duties or liability to the QS.

ISSUED BY: Tiffany Cohen

## Section No. IX Original Sheet No. 9.100.5

#### 6. Testing Procedures

6.1 The Committed Capacity Test must be completed successfully within a sixty-hour period (the "Demonstration Period"), which period, including the approximate start time of the Committed Capacity Test, shall be selected and scheduled by the QS by means of a written notice to GULF POWER delivered at least thirty (30) days prior to the start of such period. The provisions of the foregoing sentence shall not apply to any Committed Capacity Test required by GULF POWER under any of the provisions of this Contract. GULF POWER shall have the right to be present onsite to monitor any Committed Capacity Test required or permitted under this Contract.

6.2 Committed Capacity Test results shall be based on a test period of twenty-four (24) consecutive hours (the "Committed Capacity Test Period") at the highest sustained net KW rating at which the Facility can operate without exceeding the design operating conditions, temperature, pressures, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. If the QS is a REF the Committed Capacity Test shall be conducted utilizing as the sole fuel source fuels or energy sources included in the definition in Section 366.91, Florida Statutes. The Committed Capacity Test Period shall commence at the time designated by the QS pursuant to Section 6.1 or at such other time requested by GULF POWER pursuant to Section 5.3; provided, however, that the Committed Capacity Test Period may commence earlier than such time in the event that GULF POWER is notified of, and consents to, such earlier time.

6.3 For the avoidance of doubt, normal station service use of unit auxiliaries, including, without limitation, cooling towers, heat exchangers, and other equipment required by law, shall be in service during the Committed Capacity Test Period. Further, the QS shall affect deliveries of any quantity and quality of contracted cogenerated steam to the steam host during the Committed Capacity Test Period.

6.4 The capacity of the Facility shall be the average net capacity (generator output minus auxiliary) measured over the Committed Capacity Test Period.

6.5 The Committed Capacity Test shall be performed according to prudent industry testing procedures satisfactory to GULF POWER for the appropriate technology of the QS.

6.6 Except as otherwise provided herein, results of any Committed Capacity Test shall be submitted to GULF POWER by the QS within seven (7) days of the conclusion of the Committed Capacity Test.

### 7. Payment for Electricity Produced by the Facility

#### 7.1 Energy

GULF POWER agrees to pay the QS for energy produced by the Facility and delivered to the Delivery Point in accordance with the rates and procedures contained in GULF POWER's approved Rate Schedule QS-2, attached hereto as Appendix A, as it may be amended from time to time and pursuant to the election of energy payment options as specified in Appendix E. The Parties agree that this Contract shall be subject to all of the provisions contained in Rate Schedule QS-2 as approved and on file with the FPSC.

#### 7.2 Firm Capacity

GULF POWER agrees to pay the QS for the firm capacity described in Section 5 in accordance with the rates and procedures contained in Rate Schedule QS-2, attached hereto as Appendix A, as it may be amended and approved from time to time by the FPSC, and pursuant to the election of a capacity payment option as specified in Appendix E. The QS understands and agrees that capacity payments will be made under the early capacity payment options only if the QS has achieved the Capacity Delivery Date and is delivering firm capacity and energy to GULF POWER. Once elected by the QS, the capacity payment option cannot be changed during the term of this Contract.

### 7.3 Payments

Payments due the QS will be made monthly and normally by the twentieth business day following the end of the billing period. A statement of the kilowatt-hours sold by the QS and the applicable avoided energy rate at which payments are being made shall accompany the payment to the QS.

ISSUED BY: Tiffany Cohen

Section No. IX Original Sheet No. 9.100.6

#### 8. Electricity Production and Plant Maintenance Schedule

8.1 During the term of this Contract, no later than sixty (60) days prior to the Capacity Delivery Date and prior to April 1 of each calendar year thereafter, the QS shall submit to GULF POWER in writing a detailed plan of: (a) the amount of firm capacity and energy to be generated by the Facility and delivered to the Delivery Point for each month of the following calendar year, and (b) the time, duration and magnitude of any scheduled maintenance period(s) and any anticipated reductions in capacity.

8.2 By October 31 of each calendar year, GULF POWER shall notify the QS in writing whether the requested scheduled maintenance periods in the detailed plan are acceptable. If GULF POWER objects to any of the requested scheduled maintenance periods, GULF POWER shall advise the QS of the time period closest to the requested period(s) whenthe outage(s) can be scheduled. The QS shall schedule maintenance outages only during periods approved by GULF POWER, such approval not unreasonably withheld. Once the schedule for maintenance has been established and approved by GULF POWER, either Party may request a subsequent change in such schedule and, except when such event is due to Force Majeure, request approval for such change from the other Party, such approval not to be unreasonably withheld or delayed. Scheduled maintenance outage days shall be limited to seven (7) days per calendar year unless the manufacturer's recommendation of maintenance outage days for the technology and equipment used by the Facility exceeds such 7 day period, provided, such number of days is considered reasonable by prudent industry standards and does not exceed two (2) fourteen (14) day intervals, one in the Spring and one in the Fall, in any calendar year. The scheduled maintenance outage days applicable for the QS are days in the Spring and days in the Fall of each calendar year, provided the following periods: June 1 through and including October 31st and December 1 through and including February 28 (or 29<sup>th</sup> as the case may be).

8.3 The QS shall comply with reasonable requests by GULF POWER regarding day-to-day and hour-by-hour communication between the Parties relative to electricity production and maintenance scheduling.

#### 8.4 Dispatch and Control

8.4.1 The power supplied by the QS hereunder shall be in the form of three-phase 60 Hertz alternating current, at a nominal operating voltage of \_\_\_\_\_\_\_,000 volts (\_\_\_\_\_kV) and power factor dispatchable and controllable in the range of 85% lagging to 85% leading as measured at the Delivery Point to maintain system operating parameters, as specified by GULF POWER.

8.4.2 At all times during the term of this Contract, the QS shall operate and maintain the Facility: (a) in such a manner as to ensure compliance with its obligations hereunder, in accordance with prudent engineering and operating practices and applicable law, and (b) with all system protective equipment in service whenever the Facility is connected to, or is operated in parallel with, GULF POWER's system. The QS shall install at the Facility those system protection and control devices necessary to ensure safe and protected operation of all energized equipment during normal testing and repair. The QS shall have qualified personnel test and calibrate all protective equipment at regular intervals in accordance with good engineering and operating practices. A unit functional trip test shall be performed after each overhaul of the Facility's turbine, generator or boilers and the results shall be provided to GULF POWER prior to returning the Facility to service. The specifics of the unit functional trip test will be consistent with good engineering and operating practices.

8.4.3 If the Facility is separated from the GULF POWER system for any reason, under no circumstances shall the QS reconnect the Facility into GULF POWER's system without first obtaining GULF POWER's prior written approval.

8.4.4 During the term of this Contract, the QS shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with GULF POWER. If the Facility has a Committed Capacity greater than 10MW then, the QS shall ensure that operating personnel are on duty at all times, twenty-four (24) hours a calendar day and seven (7) calendar days a week. If the Facility has a Committed Capacity equal to or less than 10 MW then the QS shall ensure that operating personnel are on duty at least eight (8) hours per day from 8 AM CST to 5 PM CST from Monday to Friday, with an operator on call at all other hours.

ISSUED BY: Tiffany Cohen EFFECTIVE: June 9, 2020

## Section No. IX Original Sheet No. 9.100.7

8.4.6 After providing notice to the QS, GULF POWER shall not be required to purchase or receive energy from the QS during any period in which, due to operational circumstances, the purchase or receipt of such energy would result in GULF POWER's incurring costs greater than those which it would incur if it did not make such purchases. An example of such an occurrence would be a period during which the load being served is such that the generating units on line are base load units operating at their minimum continuous ratings and the purchase of additional energy would require taking a base load unit off the line and replacing the remaining load served by that unit with peaking-type generation. GULF POWER shall give the QS as much prior notice as practicable of its intent not to purchase or receive energy and firm capacity pursuant to this Section.

8.4.7 If the Facility has a Committed Capacity less than 75 MW, control, scheduling and dispatch of firm capacity and energy shall be the responsibility of the QS. If the Facility has a Committed Capacity greater than or equal to 75 MW, then control, scheduling and dispatch of firm capacity and energy shall be the responsibility of the QS, except during a "Dispatch Hour", i.e., any clock hour for which GULF POWER requests the delivery of such capacity and energy. During any Dispatch Hour: (a) control of the Facility will either be by Seller's manual control under the direction of GULF POWER (whether orally or in writing) or by Automatic Generation Control by GULF POWER's system control center as determined by GULF POWER, and (b) GULF POWER may request that the real power output be at any level up to the Committed Capacity of the Facility, provided, in no event shall GULF POWER require the real power output of the Facility to be below the Facility's Minimum Load without decommitting the Facility. The Facility shall deliver the capacity and energy requested by GULF POWER within

minutes, taking into account the operating limitations of the generating equipment as specified by the manufacturer, provided such time period specified herein is considered reasonable by prudent industry standards for the technology and equipment being utilized and assuming the Facility is operating at or above its Minimum Load. Start-up time from Cold Shutdown and Facility Turnaround time from Hot to Hot will be takeninto consideration provided such are reasonable and consistent with prudent industry practices for the technology and equipment being utilized. The Facility's Operating Characteristics have been provided by the QS and are set forth in Appendix D, Section IV of Rate Schedule QS-2.

8.4.8 If the Facility has a Committed Capacity of less than 75 MW, GULF POWER may require during certain periods, by oral, written, or electronic notification that the QS cause the Facility to reduce output to a level below the Committed Capacity but not lower than the Facility's Minimum Load. GULF POWER shall provide as much notice as practicable, normally such notice will be of at least four (4) hours. Thefrequency of such request shall not exceed eighteen (18) times per calendar year and the duration of each request shall not exceed four (4) hours.

8.4.9 GULF POWER's exercise of its rights under this Section 8 shall not give rise to any liability or payment obligation on the part of GULF POWER, including any claim for breach of contract or for breach of any covenant of good faith and fair dealing.

#### 9. Completion/Performance Security

The security contemplated by this Section 9 constitutes security for, but is not a limitation of, QS's obligations hereunder and shall not be GULF POWER's exclusive remedy for QS's failure to perform in accordance with this Agreement.

9.1 As security for the achievement of the Guaranteed Capacity Delivery Date and satisfactory performance of its obligations hereunder, the QS shall provide GULF POWER either: (a) an unconditional, irrevocable, standby letter of credit(s) with an expiration date no earlier than the end of the first (1st) anniversary of the Capacity Delivery Date (or the next business day thereafter), issued by a U.S. commercial bank or the U.S. branch of a foreign bank having a Credit Rating of A- or higher by S&P or A3 or higher by Moody's (a "Qualified Issuer"), in form and substance acceptable to GULF POWER (including provisions (i) permitting partial and full draws and (ii) permitting GULF POWER to draw in full if such letter of credit"); (b) a bond, issued by a financially sound Company acceptable to GULF POWER, ("Bond"); or (c) a cash collateral deposited with GULF POWER ("Cash Collateral") (any of (a), (b), or (c), the "Completion/Performance Security"). Completion/Performance Security shall be provided in the amount and by the date listed below:

- (a) \$50.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to GULF POWER within five
- (5) business days of the Effective Date; and
- (b)\$100.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to GULF POWER two years before the Guaranteed Capacity Delivery Date.

"Credit Rating" means with respect to any entity, on any date of determination, the respective ratings then assigned to such entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Moody's or other specified rating agency or agencies or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its "corporate credit rating" by S&P.

**ISSUED BY:** Tiffany Cohen

# Section No. IX Original Sheet No. 9.100.8

"Moody's" means Moody's Investors Service, Inc. or its successor.

"S&P" means Standard & Poor's Ratings Group (a division of The McGraw-Hill Companies, Inc.) or its successor.

9.2 The specific security instrument provided for purposes of this Contract is:

() Letter of Credit.() Bond.() Cash Collateral.

9.3 GULF POWER shall have the right to monitor (a) the financial condition of the issuer of a Letter of Credit in the event any Letter of Credit is provided by the QS, and (b) the insurer, in the case of any Bond. In the event the issuer of a Letter of Credit no longer qualifies as Qualified Issuer or the issuer of a Bond is no longer financially sound, GULF POWER may require the QS to replace the Letter of Credit or the Bond, as applicable. Such replacement Letter of Credit or bond must be issued by a Qualified Issuer or a financially sound issues, as applicable, within ten (10) business days following written notification to the QS of the requirement to replace. Failure by the QS to comply with the requirements of this Section 9.3 shall be grounds for GULF POWER to draw in full on the existing Letter of Credit or bond and to exercise any other remedies it may have hereunder.

9.4 Notwithstanding the foregoing provisions of this Section 9, pursuant to FPSC Rule 25-17.091(4), F.A.C., a QS qualifying as a "Solid Waste Facility" pursuant to Section 377.709(3) or (5), F.S., respectively, may use an unsecured written commitment or promise to pay in a form reasonably acceptable to GULF POWER, by the local government which owns the Facility or on whose behalf the QS operates the Facility, to secure its obligation to achieve on a timely basis the Capacity Delivery Date and the satisfactory performance of its obligations hereunder.

9.5 GULF POWER shall be entitled to draw the Completion/Performance Security to satisfy any obligation or liability of QS arising pursuant to this Contract.

9.5.1 If the QS fails to achieve the Capacity Delivery Date on or before the in-service date of the Avoided Unit or such later date as permitted by GULF POWER pursuant to Section 5.6, GULF POWER shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred (100%) of the Completion/ Performance Security as liquidated damages free from any claim or right of any nature whatsoever of the QS, including any equity or right of redemption by the QS. The Parties acknowledge that the injury that GULF POWER will suffer as a result of delayed availability of Committed Capacity and energy is difficult to ascertain and that GULF POWER may accept such sums as liquidated damages and resort to any other remedies which may be available to it under law or in equity.

9.5.2 In the event that GULF POWER requires the QS to perform one or more Committed Capacity Test(s) at any time on or before the first anniversary of the Capacity Delivery Date pursuant to Section 5.3 and, in connection with any such Committed Capacity Test(s), the QS fails to demonstrate a Capacity of at least one-hundred percent (100%) of the Committed Capacity set forth in Section 5.1, GULF POWER shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred percent (100%) of the Completion/Performance Security as liquidated damages free from any claim or right of any nature whatsoever of the QS, including any equity or right of redemption by the QS.

9.5.3 QS shall promptly, but in no event more than five (5) business days following any draws on the Completion/Performance Security, replenish the Completion/Performance Security to the amounts required herein.

9.6 The QS, as the Pledgor of the Completion/Performance Security, hereby pledges to GULF POWER, as the secured Party, as security for the achievement of the Capacity Delivery Date and satisfactory performance of its obligations hereunder, and grants to GULF POWER a first priority continuing security interest in, lien on and right of set-off against all Completion/Performance Security transferred to or received by GULF POWER hereunder. Upon the transfer or return by GULF POWER to the QS of Completion/Performance Security, the security interest and lien granted hereunder on that Completion/Performance Security will be released immediately and, to the extent possible, without any further action by either party.

ISSUED BY: Tiffany Cohen

Section No. IX Original Sheet No. 9.100.10

10.1.4 After the close of each calendar quarter (March 31, June 30, September 30, and December 31) occurring subsequent to the Capacity Delivery Date, the QS shall provide to GULF POWER within ten (10) business days of the close of such calendar quarter with written assurance and documentation (the "Security Documentation"), in form and substance acceptable to GULF POWER, that the amount of the most recently provided Termination Security is sufficient to cover the balance of the Termination Fee. In addition to the foregoing, at any time during the term of this Contract, GULF POWER shall have the right to request, and the QS shall be obligated to deliver within five (5) business days of such request, such Security Documentation. Failure by the QS to comply with the requirements of this Section 10.1.3 shall be grounds for GULF POWER to draw in full on any existing Termination Fee Letter of Credit or Termination Fee Bond or to retain any Termination Fee Cash collateral, and to exercise any other remedies it may have hereunder to be applied against any Termination Fee that may be due and owing to GULF POWER or that may in the future be due and owing to GULF POWER.

10.1.5 Upon any termination of this Contract following the Capacity Delivery Date, GULF POWER shall be entitled to receive (and in the case of the Termination Fee Letter of Credit or Termination Fee Bond, draw upon such Termination Fee Letter of Credit or Termination Fee Bond) and retain one- hundred percent (100%) of the Termination Security to be applied against any Termination Fee that may be due and owing to GULF POWER or that may in the future be due and owing to GULF POWER. GULF POWER will transfer to the QS any proceeds and Termination Security remaining after liquidation, set-off and/or application under this Article after satisfaction in full of all amounts payable by the QS with respect to any Termination Fee or other obligations due to GULF POWER; the QS in all events will remain liable for any amounts remaining unpaid after any liquidation, set-off and/or application under this Article.

10.2 The QS, as the Pledgor of the Termination Security, hereby pledges to GULF POWER, as the secured Party, as security for the Termination Fee, and grants to GULF POWER a first priority continuing security interest in, lien on and right of set-off against all Termination Security transferred to or received by GULF POWER hereunder. Upon the transfer or return by GULF POWER to the QS of Termination Security, the security interest and lien granted hereunder on that Termination Security will be released immediately and, to the extent possible, without any further action by either party.

10.3 In lieu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Termination Fee Cash Collateral held by GULF POWER (all of which may be retained by GULF POWER), GULF POWER will transfer to the QS on a monthly basis the Interest Amount, Pursuant to Section 9.7.

## 11. Performance Factor

GULF POWER desires to provide an incentive to the QS to operate the Facility during on-peak and off-peak periods in a manner which approximates the projected performance of GULF POWER's Avoided Unit. A formula to achieve this objective is attached as Appendix B.

ISSUED BY: Tiffany Cohen

Section No. IX Original Sheet No. 9.100.11

#### 12. Default

Notwithstanding the occurrence of any Force Majeure as described in Section 16, each of the following shall constitute an Event of Default:

- 12.1 The QS fails to meet the applicable requirements specified in Section 1 of this Contract.;
- 12.2 The QS changes or modifies the Facility from that provided in Section 1 with respect to its type, location, technology or fuel source, without prior written approval from GULF POWER.;
- 12.3 After the Capacity Delivery Date, the Facility fails, for twelve (12) consecutive months, to maintain an Annual Capacity Billing Factor, as described in Appendix B, of at least 80%.;
- 12.4 The QS fails to comply with any of the provisions of Section 9.0 hereof (Completion/Performance Security).
- 12.5 The QS fails to comply with any of the provisions of Section 10.0 hereof (Termination Security).;
- 12.6 The QS ceases the conduct of active business; or if proceedings under the federal bankruptcy law or insolvency laws shall be instituted by or for or against the QS or if a receiver shall be appointed for the QS or any of its assets or properties; or if any part of the QS's assets shall be attached, levied upon, encumbered, pledged, seized or taken under any judicial process, and such proceedings shall not be vacated or fully stayed within 30 days thereof; or if the QS shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they become due.
- 12.7 The QS fails to give proper assurance acceptable to GULF POWER of adequate performance as specified under this Contract within 30 days after GULF POWER, with reasonable grounds for insecurity, has requested in writing such assurance-.
- 12.8 The QS materially fails to perform as specified under this Contract, including, but not limited to, the QS's obligations under any part of Sections 8, and 18.
- 12.9 The QS fails to achieve the permitting, licensing, certification, and all federal, state and local governmental environmental and licensing approvals required to initiate construction of the Facility by no later than one year prior to Guaranteed Capacity Date.
- 12.10 The QS fails to comply with any of the provisions of Section 18.3 hereof (Project Management).
- 12.11 Any of the representations or warranties made by the QS in this Contract is false or misleading in any material respect.
- 12.12 The occurrence of an event of default by the QS under the Interconnection Agreement or any applicable Wheeling Agreement;
- 12.13 The QS fails to satisfy its obligations under Section 18.14 hereof (Assignment).
- 12.14 The QS fails to deliver to GULF POWER in accordance with this Contract any energy or firm capacity required to be delivered hereunder or the delivery or sale of any such energy and firm capacity to an entity other than GULF POWER.
- 12.15 The QS fails to perform any material covenant or obligation under this Contract not specifically mentioned in this Section 12.
- 12.16 If at any time after the Capacity Delivery Date, the QS reduces the Committed Capacity due to an event of Force Majeure and fails to repair the Facility and reset the Committed Capacity to the level set forth in Section 5.1 (as such level may be reduced by Section 5.3) within twelve (12) months following the occurrence of such event of Force Majeure.

| ISSUED BY: Tiffany Cohen EFFECTIVE: June 9, 202 |
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### 13. GULF POWER's Rights in the Event of Default

13.1 Upon the occurrence of any of the Events of Default in Section 12, GULF POWER may:

- (a) terminate this Contract, without penalty or further obligation, except as set forth in Section 13.2, by written notice to the QS, and offset against any payment(s) due from GULF POWER to the QS, any monies otherwise due from the QS to GULF POWER;
- (b) draw on the Completion/Performance Security pursuant to Section 9 or collect the Termination Fee pursuant to Section 10 as applicable; and
- (c) exercise any other remedy(ies) which may be available to GULF POWER at law or in equity.

13.2 In the case of an Event of Default, the QS recognizes that any remedy at law may be inadequate because this Contract is unique and/or because the actual damages of GULF POWER may be difficult to reasonably ascertain. Therefore, the QS agrees that GULF POWER shall be entitled to pursue an action for specific performance, and the QS waives all of its rights to assert as a defense to such action that GULF POWER's remedy at law is adequate.

13.3 Termination shall not affect the liability of either party for obligations arising prior to such termination or for damages, if any, resulting from any breach of this Contract.

### 14. Indemnification/Limits

14.1 GULF POWER and the QS shall each be responsible for its own facilities. GULF POWER and the QS shall each be responsible for ensuring adequate safeguards for other GULF POWER customers, GULF POWER's and the QS's personnel and equipment, and for the protection of its own generating system. Each party (the "Indemnifying Party") agrees, to the extent permitted by applicable law, to indemnify, pay, defend, and hold harmless the other party (the "Indemnifying Party") and its officers, directors, employees, agents and contractors (hereinafter called respectively, "GULF POWER Entities" and "QS Entities") from and against any and all claims, demands, costs, or expenses for loss, damage, or injury to persons or property of the Indemnifying Party (or to third parties) caused by, arising out of, or resulting from: (a) a breach by the Indemnifying Party of its covenants, representations, and warranties or obligations hereunder; (b) any act or omission by the Indemnifying Party or its contractors, agents, servants or employees in connection with the installation or operation of its generation system; (d) the negligence or willful misconduct of the Indemnifying Party or its contractors, agents, servants or employees; or (e) any other event, act or incident, including the transmission and use of electricity, that is the result of, or proximately caused by, the Indemnifying Party or its contractors, agents, servants or employees.

14.2 Payment by an Indemnified Party will not be a condition precedent to the obligations of the Indemnifying Party under Section 14. No Indemnified Party under Section 14 shall settle any claim for which it claims indemnification hereunder without first allowing the Indemnifying Party the right to defend such a claim. The Indemnifying Party shall have no obligations under Section 14 in the event of a breach of the foregoing sentence by the Indemnified Party. Section 14 shall survive termination of this Agreement.

14.3 Limitation on Consequential, Incidental and Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE QS NOR GULF POWER, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS CONTRACT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, UNDER ANY INDEMNITY PROVISION OR ANY OTHER THEORY OF RECOVERY. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN. THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MEASURE OF DAMAGES AND

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ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN

EQUITY ARE WAIVED; <u>PROVIDED</u>, <u>HOWEVER</u>, THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT LIABILITY OR DAMAGES UNDER ANY THIRD PARTY CLAIMS OR THE LIABILITY OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS CONTRACT. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WAIVER OF A PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF.

#### 15. Insurance

15.1 The QS shall procure or cause to be procured, and shall maintain throughout the entire term of this Contract, a policy or policies of liability insurance issued by an insurer acceptable to GULF POWER on a standard "Insurance Services Office" commercial general liability form (such policy or policies, collectively, the "QS Insurance"). A certificate of insurance shall be delivered to GULF POWER at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the QS Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for the term of this Contract, and (b) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Contract and the Interconnection Agreement, or (ii) caused by operation of the Facility or any of the QS's equipment or by the QS's failure to maintain the Facility or the QS's equipment in satisfactory and safe operating condition. Effective at least fifteen (15) calendar days prior to the synchronization of the Facility with GULF POWER's system, the QS Insurance shall be amended to include coverage for interruption or curtailment of power supply in accordance with industry standards. Without limiting the foregoing, the QS Insurance must be reasonably acceptable to GULF POWER. Any premium assessment or deductible shall be for the account of the QS and not GULF POWER.

15.2 The QS Insurance shall have a minimum limit of one million dollars (\$1,000,000) per occurrence, combined single limit, for bodily injury (including death) or property damage.

15.3 In the event that such insurance becomes totally unavailable or procurement thereof becomes commercially impracticable, such unavailability shall not constitute an Event of Default under this Contract, but GULF POWER and the QS shall enter into negotiations to develop substitute protection which the Parties in their reasonable judgment deem adequate.

15.4 To the extent that the QS Insurance is on a "claims made" basis, the retroactive date of the policy(ies) shall be the effective date of this Contract or such other date as may be agreed upon to protect the interests of the GULF POWER Entities and the QS Entities. Furthermore, to the extent the QS Insurance is on a "claims made" basis, the QS's duty to provide insurance coverage shall survive the termination of this Contract until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the QS Insurance is on an "occurrence" basis, such insurance shall be maintained in effect at all times by the QS during the term of this Contract.

15.5 The QS Insurance shall provide that it may not be cancelled or materially altered without at least thirty (30) calendar days' written notice to GULF POWER. The QS shall provide GULF POWER with a copy of any material communication or notice related to the QS Insurance within ten (10) business days of the QS's receipt or issuance thereof.

15.6 The QS shall be designated as the named insured and GULF POWER shall be designated as an additional named insured under the QS Insurance. The QS Insurance shall be endorsed to be primary to any coverage maintained by GULF POWER.

## 16. Force Majeure

Force Majeure is defined as an event or circumstance that is not within the reasonable control of, or the result of the negligence of, the affected party, and which, by the exercise of due diligence, the affected party is unable to overcome, avoid, or cause to be avoided in a commercially reasonable manner. Such events or circumstances may include, but are not limited to, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes, difficulties (not caused by the failure of the affected party to comply with the terms of a collective bargaining agreement), or actions or restraints by court order or governmental authority or arbitration award. Force Majeure shall not include (a) the QS's ability to sell capacity and energy to another market at a more advantageous price; (b) equipment breakdown or inability to use equipment caused by its design, construction, operation, maintenance or inability to meet regulatory standards, or otherwise caused by an event originating in the Facility; (c) ) a failure of performance of any other entity, including any entity providing electric transmission service to the QS, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure event; (d) failure of the QS to timely apply for or obtain permits.

ISSUED BY: Tiffany Cohen

## Section No. IX Original Sheet No. 9.100.14

16.1 Except as otherwise provided in this Contract, each party shall be excused from performance when its nonperformance was caused, directly or indirectly by an event of Force Majeure.

16.2 In the event of any delay or nonperformance resulting from an event of Force Majeure, the party claiming Force Majeure shall notify the other party in writing within two (2) business days of the occurrence of the event of Force Majeure, of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether any deadlines or date(s), imposed hereunder may be affected thereby. The suspension of performance shall be of no greater scope and of no greater duration than the cure for the Force Majeure requires. A party claiming Force Majeure shall not be entitled to any relief therefore unless and until conforming notice is provided. The party claiming Force Majeure shall notify the other party of the cessation of the event of Force Majeure or of the conclusion of the affected party's cure for the event of Force Majeure, in either case within two (2) business days thereof.

16.3 The party claiming Force Majeure shall use its best efforts to cure the cause(s) preventing its performance of this Contract; provided, however, the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the affected party, and such party shall not be required to settle such strikes, lockouts or other labor disputes by acceding to demands which such party deems to be unfavorable.

16.4 If the QS suffers an occurrence of an event of Force Majeure that reduces the generating capability of the Facility below the Committed Capacity, the QS may, upon notice to GULF POWER, temporarily adjust the Committed Capacity as provided in Sections 16.5 and 16.6. Such adjustment shall be effective the first calendar day immediately following GULF POWER's receipt of the notice or such later date as may be specified by the QS. Furthermore, such adjustment shall be the minimum amount necessitated by the event of Force Majeure.

16.5 If the Facility is rendered completely inoperative as a result of Force Majeure, the QS shall temporarily set the Committed Capacity equal to 0 KW until such time as the Facility can partially or fully operate at the Committed Capacity that existed prior to the Force Majeure. If the Committed Capacity is 0 KW, GULF POWER shall have no obligation to make capacity payments hereunder.

16.6 If, at any time during the occurrence of an event of Force Majeure or during its cure, the Facility can partially or fully operate, then the QS shall temporarily set the Committed Capacity at the maximum capability that the Facility can reasonably be expected to operate.

16.7 Upon the cessation of the event of Force Majeure or the conclusion of the cure for the event of Force Majeure, the Committed Capacity shall be restored to the Committed Capacity that existed immediately prior to the Force Majeure. Notwithstanding any other provision of this Contract, upon such cessation or cure, GULF POWER shall have the right to require a Committed Capacity Test to demonstrate the Facility's compliance with the requirements of this section 16.7. Any Committed Capacity Test required by GULF POWER under this Section shall be additional to any Committed Capacity Test under Section 5.3.

16.8 During the occurrence of an event of Force Majeure and a reduction in Committed Capacity under Section 16.4, all Monthly Capacity Payments shall reflect, pro rata, the reduction in Committed Capacity, and the Monthly Capacity Payments will continue to be calculated in accordance with the pay-for-performance provisions in Appendix B.

16.9 The QS agrees to be responsible for and pay the costs necessary to reactivate the Facility and/or the interconnection with GULF POWER's system if the same is (are) rendered inoperable due to actions of the QS, its agents, or Force Majeure events affecting the QS, the Facility or the interconnection with GULF POWER. GULF POWER agrees to reactivate, at its own cost, the interconnection with the Facility in circumstances where any interruptions to such interconnections are caused by GULF POWER or its agents.

### 17. Representations, Warranties, and Covenants of QS

The QS represents and warrants that as of the Effective Date and for the term of this Contract:

#### 17.1 Organization, Standing and Qualification

The QS is a \_\_\_\_\_\_ (corporation, partnership, or other, as applicable) duly organized and validly existing in good standing under the laws of \_\_\_\_\_\_\_ and has all necessary power and authority to carry on its business as presently conducted, to own or hold under lease its properties and to enter into and perform its obligations under this Contract and all other related documents and agreements to which it is or shall be a Party. The QS is duly qualified or licensed to do business in the State of Florida and in all other jurisdictions wherein the nature of its business and operations or the character of the properties owned or leased by it makes such qualification or licensing necessary and where the failure to be so qualified or licensed would impair its ability to perform its obligations under this Contract or would result in a material liability to or would have a material adverse effect on GULF POWER.

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## Section No.IX Original Sheet No. 9.100.15

17.2 Due Authorization, No Approvals, No Defaults, etc.

### 17.3 Compliance with Laws

The QS has knowledge of all laws and business practices that must be followed in performing its obligations under this Contract. The QS is in compliance with all laws, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on the QS or GULF POWER.

## 17.4 Governmental Approvals

Except as expressly contemplated herein, neither the execution and delivery by the QS of this Contract, nor the consummation by the QS of any of the transactions contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of governmental authority, except in respect of permits (a) which have already been obtained and are in full force and effect or (b) are not yet required (and with respect to which the QS has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon due application therefore).

#### 17.5 No Suits, Proceedings

There are no actions, suits, proceedings or investigations pending or, to the knowledge of the QS, threatened against it at law or in equity before any court or tribunal of the United States or any other jurisdiction which individually or in the aggregate could result in any materially adverse effect on the QS's business, properties, or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations under this Contract. The QS has no knowledge of a violation or default with respect to any law which could result in any such materially adverse effect or impairment. The QS is not in breach of, in default under, or in violation of, any applicable Law, or the provisions of any authorization, or in breach of, in default under, or in conflict with any provision of any promissory note, indenture or any evidence of indebtedness or security therefore, lease, contract, or other agreement by which it is bound, except for any such breaches, defaults, violations or conflicts which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the business or financial condition of Buyer or its ability to perform its obligations hereunder.

#### 17.6 Environmental Matters

#### 17.6.1 QS Representations

To the best of its knowledge after diligent inquiry, the QS knows of no (a) existing violations of any environmental laws at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.

### 17.6.2 Ownership and Offering For Sale Of Renewable Energy Attributes

The QS retains any and all rights to own and to sell any and all environmental attributes associated with the electric generation of the Facility, including but not limited to, any and all renewable energy certificates, "green tags" or other tradable environmental interests (collectively "RECs"), of any description.

**ISSUED BY: Tiffany Cohen** 

## Section No. IX Original Sheet No. 9.100.16

17.6.3 Changes in Environmental and Governmental Regulations

If new environmental and other regulatory requirements enacted during the term of the Contract change GULF POWER's full avoided cost of the unit on which the Contract is based, either party can elect to have the contract reopened.

17.7 Interconnection/Wheeling Agreement

The QS has executed an interconnection agreement with GULF POWER, or represents or warrants that it has entered into a valid and enforceable Interconnection Agreement with the utility in whose service territory the Facility is located, pursuant to which the QS assumes contractual responsibility to make any and all transmission-related arrangements (including control area services) between the QS and the transmitting utility for delivery of the Facility's capacity and energy to GULF POWER.

17.8 Technology and Generator Capabilities

That for the term of this Contract the Technology and Generator Capabilities table set forth in Section 1 is accurate and complete.

#### 18. General Provisions

18.1 Project Viability

To assist GULF POWER in assessing the QS's financial and technical viability, the QS shall provide the information and documents requested in Appendix D or substantially similar documents, to the extent the documents apply to the type of Facility covered by this Contract, and to the extent the documents are available. All documents to be considered by GULF POWER must be submitted at the time this Contract is presented to GULF POWER. Failure to provide the following such documents may result in a determination of non-viability by GULF POWER.

18.2 Permits; Site Control

The QS hereby agrees to obtain and maintain Permits which the QS is required to obtain as a prerequisite to engaging in the activities specified in this Contract. QS shall also obtain and maintain Site Control for the Term of the Contract.

#### 18.3 Project Management

18.3.1 If requested by GULF POWER, the QS shall submit to GULF POWER its integrated project schedule for GULF POWER's review within sixty calendar days from the execution of this Contract, and a start-up and test schedule for the Facility at least sixty calendar days prior to start-up and testing of the Facility. These schedules shall identify key licensing, permitting, construction and operating milestone dates and activities. If requested by GULF POWER, the QS shall submit progress reports in a form satisfactory to GULF POWER every calendar month until the Capacity Delivery Date and shall notify GULF POWER of any changes in such schedules within ten calendar days after such changes are determined. GULF POWER shall have the right to monitor the construction, start-up and testing of the Facility, either on-site or off-site. GULF POWER's technical review and inspections of the Facility and resulting requests, if any, shall not be constructed as endorsing the design thereof or as any warranty as to the safety, durability or reliability of the Facility.

18.3.2 The QS shall provide GULF POWER with the final designer's/manufacturer's generator capability curves, protective relay types, proposed protective relay settings, main one-line diagrams, protective relay functional diagrams, and alternating current and direct current elementary diagrams for review and inspection at GULF POWER no later than one hundred eighty calendar days prior to the initial synchronization date.

#### 18.4 Assignment

This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party, such consent to be granted or withheld in such other Party's sole discretion. Any direct or indirect change of control of QS (whether voluntary or by operation of law) shall be deemed an assignment and shall require the prior written consent of GULF POWER. Notwithstanding the foregoing, either Party may, without the consent of the other Party, assign or transfer this Agreement: (a) to any lender as collateral security for obligations under any financing documents entered into with such lender provided, QS shall be responsible for GULF POWER's reasonable costs and expenses associated with the review, negotiation, execution and delivery of any documents or information pursuant to such collateral assignment, including reasonable attorneys' fees (b) to an affiliate of such Party; *provided*, that such affiliate's creditworthiness is equal to or better than that of such Party (and in no event less than Investment Grade) as determined reasonably by the non-assigning or non-transferring Party and; *provided*, further, that any such affiliate shall agree in writing to be bound by and to assume the terms and conditions hereof and any and all obligations to the non-assigning or non-transferring Party arising or accruing hereunder from and after the date of such assumption. "Investment Grade" means BBB- or above from Standard & Poor's Corporation or Baa2 or above from Moody's Investor Services.

#### 18.5 Disclaimer

In executing this Contract, GULF POWER does not, nor should it be construed, to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the QS or any assignee of this Contract.

### **ISSUED BY: Tiffany Cohen**

## Section No. IX Original Sheet No. 9.100.17

18.6 Notification

All formal notices relating to this Contract shall be deemed duly given when delivered in person, or sent by registered or certified mail, or sent by fax if followed immediately with a copy sent by registered or certified mail, to the individuals designated below. The Parties designate the following individuals to be notified or to whom payment shall be sent until such time as either Party furnishes the other Party <u>written instructions to contact another individual</u>:

For the QS:

For GULF POWER:

Gulf Power Company

700 Universe Boulevard Juno Beach, FL 33408 Attn: EMT Contracts Department

This signed Contract and all related documents may be presented no earlier than 8:00 a.m. on the effective date of the Standard Offer Contract, as determined by the FPSC. Contracts and related documents may be mailed to the address below or delivered during normal business hours (8:00 a.m. to 4:45 p.m.) to the visitors' entrance at the address below: Gulf Power Company

700 Universe Boulevard, Juno Beach, FL 33408 Attention: Contracts Manager/Coordinator EMT Contracts Department

18.7 Applicable Law

This Contract shall be construed in accordance with and governed by, and the rights of the Parties shall be construed in accordance with, the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies, without regard to conflict of law rules thereof.

18.8 Venue

The Parties hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of Florida or, in the event that jurisdiction for any matter cannot be established in the United States District Court for the Southern-District of Florida, in the state court for Palm Beach County, Florida, solely in respect of the interpretation and enforcement of the provisions of this Contract and of the documents referred to in this Contract, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Contract or any such document may not be enforced in or by such courts, and the Parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a court. The Parties hereby consent to and grant any such court jurisdiction over the persons of such Parties solely for such purpose and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 18.8 hereof or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

**ISSUED BY: Tiffany Cohen** 

## Section No. IX Original Sheet No. 9.100.18

18.9. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS CONTRACT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION RESULTING FROM, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (d) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 18.9

### 18.10 Taxation

In the event that GULF POWER becomes liable for additional taxes, including interest and/or penalties arising from an Internal Revenue Service's determination, through audit, ruling or other authority, that GULF POWER's payments to the QSfor capacity under Options B, C, D, E or for energy pursuant to the Fixed Firm Energy Payment Option D are not fully deductible when paid (additional tax liability), GULF POWER may bill the QS monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these capacity payments are not currently deductible for federal and/or state income tax purposes. GULF POWER, at its option, may offset these costs against amounts due the QS hereunder. These costs would be calculated so as to place GULF POWER in the same economic position in which it would have been if the entire capacity payments had been deductible in the period in which the payments were made. If GULF POWER decides to appeal the Internal Revenue Service's determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with GULF POWER.

### 18.11 Severability

If any part of this Contract, for any reason, is declared invalid, or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Contract, which remainder shall remain in force and effect as if this Contract had been executed without the invalid or unenforceable portion.

## 18.12 Complete Agreement and Amendments

All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Contract are hereby abrogated. No amendment or modification to this Contract shall be binding unless it shall be set forth in writing and duly executed by both Parties. This Contract constitutes the entire agreement between the Parties.

### 18.13 Survival of Contract

This Contract, as it may be amended from time to time, shall be binding upon, and inure to the benefit of, the Parties' respective successors-in-interest and legal representatives.

### 18.14 Record Retention

The QS agrees to retain for a period of five (5) years from the date of termination hereof all records relating to the performance of its obligations hereunder, and to cause all QS Entities to retain for the same period all such records.

### 18.15 No Waiver

No waiver of any of the terms and conditions of this Contract shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

ISSUED BY: Tiffany Cohen

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18.16 Set-Off

GULF POWER may at any time, but shall be under no obligation to, set off any and all sums due from the QS against sums due to the QS hereunder.

18.17 Assistance With GULF POWER's evaluation of FIN 46R

Accounting rules set forth in Financial Accounting Standards Board Interpretation No. 46 (Revised December 2003) ("FIN 46R"), as well as future amendments and interpretations of those rules, may require GULF POWER to evaluate whether the QS must be consolidated, as a variable interest entity (as defined in FIN 46R), in the consolidated financial statements of GULF POWER. The QS agrees to fully cooperate with GULF POWER and make available to GULF POWER all financial data and other information, as deemed necessary by GULF POWER, to perform that evaluation on a timely basis at inception of the PPA and periodically as required by FIN 46R. If the result of an evaluation under FIN 46R indicates that the QS must be consolidated in the financial statements of GULF POWER, the QS agrees to provide financial statements, together with other required information, as determined by GULF POWER, for inclusion in disclosures contained in the footnotes to the financial statements and in GULF POWER's required filings with the Securities and Exchange Commission ("SEC"). The QS shall provide this information to GULF POWER in a timeframe consistent with GULF POWER's earnings release and SEC filing schedules, to be determined at GULF POWER's discretion. The QS also agrees to fully cooperate with GULF POWER and GULF POWER's independent auditors in completing an assessment of the QS's internal controls as required by the Sarbanes- Oxley Act of 2002 and in performing any audit procedures necessary for the independent auditors to issue their opinion on the consolidated financial statements of GULF POWER. GULF POWER will treat any information provided by the QS in satisfying Section 18.17 as confidential information and shall only disclose such information to the extent required by accounting and SEC rules and any applicable laws.

| IN WITNESS WHEREC        | DF, the QS a | nd GULF POWER     | executed | this ( | Contract | this | _day of |
|--------------------------|--------------|-------------------|----------|--------|----------|------|---------|
| WITNESS:                 |              | OWER COMPANY      |          | _      |          |      |         |
| Date                     |              |                   |          |        |          |      |         |
| WITNES:                  |              |                   |          | (QS)   |          |      |         |
|                          |              |                   |          | _      |          |      |         |
|                          |              |                   |          |        |          |      |         |
|                          |              |                   |          |        |          |      |         |
| ISSUED BY: Tiffany Cohen | EFF          | ECTIVE: June 9, 2 | 020      |        |          |      |         |
|                          |              |                   |          |        |          |      |         |

Section No. IX First Revised Sheet No. 9.115 Canceling Original Sheet No. 9.115

# STANDARD INTERCONNECTION AGREEMENT FOR NON-EXPORT PARALLEL OPERATORS 10 MVA OR LESS

| This Agreement is made and entered into this | day of, 20, by and                          |
|----------------------------------------------|---------------------------------------------|
| between                                      | (hereinafter called "Customer"), located at |
| in                                           | , Florida and Gulf Power Company            |

(hereafter called "Company"), a corporation organized under the laws of the State of Florida. The Customer and the Company shall collectively be called the "Parties".

# WITNESSETH:

**WHEREAS,** a Non-Export Parallel Operator (NPO) is a generating system that runs in parallel with the Company, is rated at no more than 10 megavolt-amperes (MVA) alternating current (AC) power output and is primarily intended to offset part or all of a Customer's existing electricity requirements, but never exports power into the Company's supply grid. A Customer that parallels the Company for 100 milliseconds or less to accomplish a "hot" transfer is not considered to be a NPO.

**WHEREAS**, the Customer has made a request to interconnect its owned or leased NPO with the Company's electrical supply grid at a standard service voltage (13.2 kilovolts or less) as specified in the Company's Standard Electrical Service Requirements.

**NOW, THEREFORE**, that and for the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

 The Customer certifies that the NPO equipment, its installation, its operation and its maintenance shall be in compliance with: IEEE-1547 and standards referenced by IEEE-1547; the National Electrical Code; state and local building codes, mechanical codes, and electrical codes; and the manufacturer's installation, operation, and maintenance instructions.

ISSUED BY: Charles S. Boyett

Section No. IX First Revised Sheet No. 9.116 Canceling Original Sheet No. 9.116

(Continued from Agreement, Sheet No. 9.115)

- 2. The Customer's NPO will generate power only for the Customer's own use and shall not export power into the Company's supply grid. The Customer shall not energize the Company's system when the Company's system is de-energized. The Customer shall cease to energize the Company's system during a faulted condition on the Company's system. The Customer shall cease to energize the Company's system prior to the automatic or non-automatic reclosing of the Company's protective device(s). The protective scheme used to accomplish the non-export design shall be approved by the Protection and Control Department of the Company.
- 3. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the Company. If the NPO is leased to the Customer by a third party, or if operation or maintenance of the NPO is to be performed by a third party, the lease or performance agreements and any pertinent documents related to those agreements, shall be provided to the Company.
- 4. The Company shall not provide service under conditions requiring operation in parallel with generation equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other Customers or with service furnished by others.
- 5. The Customer shall have the completed NPO inspected and approved by the appropriate code authority having jurisdiction. The Customer shall provide proof of this inspection and approval to the Company. The Company shall also inspect and approve the NPO. All such inspections and approvals shall be completed before the NPO may be put into service.

**ISSUED BY:** Charles S. Boyett

Section No. IX First Revised Sheet No. 9.117 Canceling Original Sheet No. 9.117

(Continued from Agreement, Sheet No. 9.116)

- 6. The Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000). The Customer shall provide to the Company initial proof of insurance in the form of a certificate evidencing the Customer's insurance coverage in effect at the time of interconnection. The certificate shall list the NPO as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within 30 days of any policy renewal. As an alternative to the foregoing insurance requirement, the Customer may self-insure upon receiving the Company's prior written approval. In the event that the Company approves Customer's request to self-insure, Customer shall provide proof of its continuing ability to self-insure to the Company on an annual basis, or more frequently if requested by the Company.
- 7. The Customer shall pay the Company a "Contribution in Aid to Construction" (CIAC) to design, procure, construct, and install any Company owned system upgrades necessary to accommodate the NPO.
- 8. The Customer is responsible for the protection of its generation equipment, interconnection equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the Company's utility system in delivering and restoring system power. The Customer is also responsible for ensuring that the NPO equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. The Customer will maintain the minimum protection standards for Non-Export Parallel Operators 10 MVA or less as set forth in this Agreement.

ISSUED BY: Charles S. Boyett

Section No. IX First Revised Sheet No. 9.118 Canceling Original Sheet No. 9.118

(Continued from Agreement, Sheet No. 9.117)

- 9. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type (or some other disconnect mechanism mutually agreed to by the Customer and the Company) to provide a separation point between the self contained electrical meter or the meter's current transformers and the point where the NPO connects to the Customer's system or the Customer's main disconnect such that back feed from the NPO to the Company's utility system can not occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked in the open position with a Company padlock. When locked and tagged in the open position by the Company, this switch will be under the control of the Company.
- 10. The Company may open the switch, isolating the NPO, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, the utility shall at the time of disconnection leave a door hanger notifying the Customer that the NPO has been disconnected, including an explanation of the condition necessitating such action. The switch will be re-closed by the Company as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the switch to be opened are:
  - Company utility system emergencies or maintenance requirements.
  - Hazardous conditions existing on the Company's utility system due to the operation of the Customer's NPO generation or protective equipment as determined by the Company.
  - Adverse electrical effects (such as power quality problems) on the electrical equipment of the Company's other electric consumers caused by the NPO as determined by the Company.
  - Failure of the Customer to maintain the required insurance for the duration of this Agreement.

ISSUED BY: Charles S. Boyett EFFECTIVE: March 29, 2019

Section No. IX First Revised Sheet No. 9.119 Canceling Original Sheet No. 9.119

(Continued from Agreement, Sheet No. 9.118)

- 11. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost, claims or expense, including attorney's fees, which the Company, its subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement. The Company agrees to indemnify and hold harmless the Customer, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer, its subsidiaries or affiliates, and their respective employees, officers and directors, may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company under the obligations of this Agreement.
- 12. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's NPO. Specifically, any Company inspection of the NPO shall not be construed as confirming or endorsing the NPO design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the NPO equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any NPO equipment or procedure.
- 13. The Company will furnish, install, own and maintain metering equipment to measure the kilowatt-hours (kWh) delivered by the Company to the Customer, and if applicable, the kilowatt demand and time of use.
- 14. The Customer agrees to permit the Company, if it should so choose, to inspect the NPO and its component equipment and the documents necessary to insure compliance with various sections of this Agreement, both before and after the Customer's NPO goes into service, and to witness the initial testing of the Customer's NPO equipment and protective apparatus.

ISSUED BY: Charles S. Boyett

Section No. IX First Revised Sheet No. 9.120 Canceling Original Sheet No. 9.120

(Continued from Agreement, Sheet No. 9.119)

- 15. Once the Company has received the Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a Company representative, the Company will within, 10 business days, send written notice that parallel operation of the NPO may commence.
- 16. The Customer shall not have the right to assign its benefits or obligations under this agreement without the Company's prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement.
- 17. In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with Customer or any assignee of this Agreement.
- 18. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company's Tariff as it may be modified, changed, or amended from time to time.
- 19. The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference.
- 20. On termination of services pursuant to this Agreement, the Company shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the NPO and any associated equipment from the Company's electric supply system, notify the Company that the isolation is complete, and coordinate with the Company for return of the Company's lock.

**ISSUED BY:** Charles S. Boyett

Section No. IX First Revised Sheet No. 9.121 Canceling Original Sheet No. 9.121

(Continued from Agreement, Sheet No. 9.120)

- 21. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.
- 22. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this agreement is assigned, the Customer shall notify the Company prior to the effective date of the assignment.
- 23. Minimum Protection Standards for Non-Export Parallel Operators 10 MVA or Less

For a parallel, non-exporting installation, protection requirements include some or all of the following in accordance with the Protection and Control system study. The settings shall be determined as part of the design review.

| Element | Element Description           |  |  |  |
|---------|-------------------------------|--|--|--|
| 50      | Phase Inst. Overcurrent       |  |  |  |
| 50N     | Neutral Inst Overcurrent      |  |  |  |
| 51      | Phase Time Overcurrent        |  |  |  |
| 51N     | Neutral Time Overcurrent      |  |  |  |
| 32-1    | Reverse Power                 |  |  |  |
| 62-1    | Timer for 32                  |  |  |  |
| 32-2    | Reverse Power                 |  |  |  |
| 62-2    | Timer for 32                  |  |  |  |
| 47      | Negative Sequence Overvoltage |  |  |  |
| 162     | Timer for 47                  |  |  |  |

|                            |                               | Section No. IX<br>Second Revised Sheet No. 9.122<br>Canceling First Revised Sheet No. 9.122 |
|----------------------------|-------------------------------|---------------------------------------------------------------------------------------------|
| (Continued fro             | m Agreement, Sheet No. 9.121) |                                                                                             |
|                            |                               |                                                                                             |
| IN WITNES<br>year first ab |                               | company have executed this Agreement the day and                                            |
| GULF POW                   | /ER COMPANY                   |                                                                                             |
| Ву:                        |                               |                                                                                             |
|                            | (Signature)                   |                                                                                             |
|                            | (Print or Type Name)          |                                                                                             |
| Title:                     |                               |                                                                                             |
| Date:                      |                               |                                                                                             |
|                            |                               |                                                                                             |
| CUSTOME                    | R                             |                                                                                             |
| Ву:                        | (Signature)                   |                                                                                             |
|                            | (Signature)                   |                                                                                             |
|                            | (Print or Type Name)          |                                                                                             |
| Title:                     |                               |                                                                                             |
| Date:                      |                               |                                                                                             |
|                            |                               |                                                                                             |
|                            |                               |                                                                                             |
|                            |                               |                                                                                             |
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|                            |                               |                                                                                             |
| ISSUED BY                  | : Charles S. Boyett           | EFFECTIVE: March 29, 2019                                                                   |
|                            |                               |                                                                                             |

Fourth Revised Sheet No. i Canceling Third Revised Sheet No. i

> EFFECTIVE DATE January 12, 2021

# TARIFF FOR ELECTRIC SERVICE AT UNIFORM RATES AVAILABLE SYSTEM WIDE IN TERRITORY SERVED BY GULF POWER COMPANY AS FILED WITH FLORIDA PUBLIC SERVICE COMMISSION

Florida Power & Light Company d/b/a Gulf Power Company ("Gulf" or "Gulf Power") serves residents and businesses in municipalities, towns and communities throughout eight counties in Northwest Florida – Bay, Escambia, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington. Gulf Power's retail service area includes three Metropolitan Statistical Areas – Pensacola, Fort Walton Beach, and Panama City.

Issued by: Tiffany Cohen

Thirty-Fifth Revised Sheet No. ii Canceling Thirty-Fourth Revised Sheet No. ii

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-Existing Facility Economic Development Rider

**ISSUED BY:** Tiffany Cohen Effective:

EFEDR

Nineteenth Revised Sheet No. iii Canceling Eighteenth Revised Sheet No. iii

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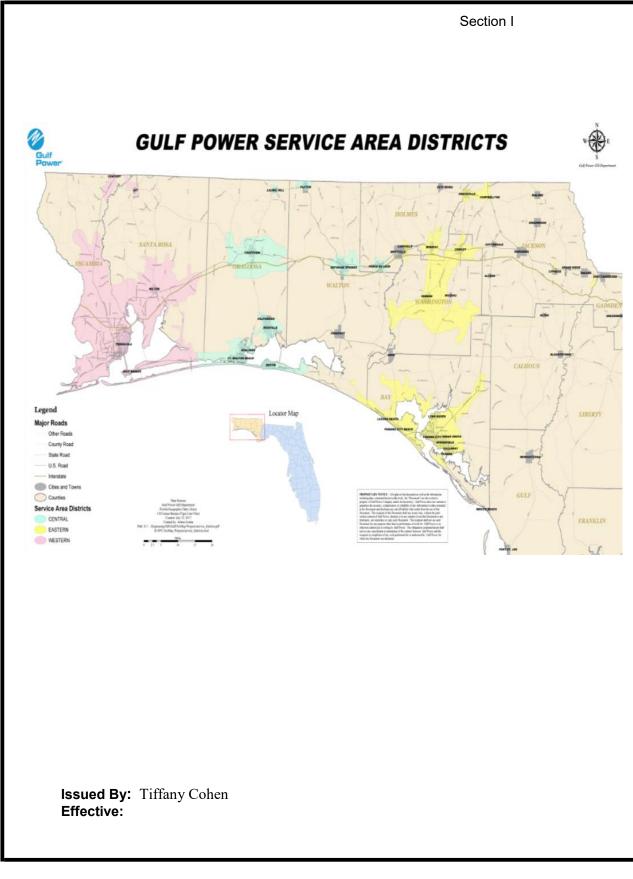
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| Section VII    | Standard Co | ntract Forms                                                                                                                                |  |  |
|                | Form 1      | Deleted                                                                                                                                     |  |  |
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|                | Form 9      | Agreement for Underground Construction Standards                                                                                            |  |  |
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| ISSUED BY: Ti<br>EFFECTIVE:   | ffany Cohen                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |

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|                                  |                                                                                                                           |  |  |  |  |  |
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| ISSUED<br>EFFECTI                | BY: Tiffany Cohen<br>VE:                                                                                                  |  |  |  |  |  |





SECTION II MISCELLANEOUS

# Section II

11/1/2014

| 3011         PENSACOLA         0.061584         6%         12/26/2009           3014         CENTURY         0.051320         5%         2/11/2010           3016         GULF BREEZE         0.030792         3%         6/1/2011           3024         MILTON         0.051320         5%         6/8/2035           1031         CHIPLEY         0.041056         4%         3/31/2027           1032         VERNON         0.030792         3%         2/13/2014           1033         GRACEVILLE         0.020528         2%         9/12/2025           1034         CAMPBELLTON         0.030792         3%         2/13/2014           1035         BONIFAY         0.030792         3%         2/13/2014           1036         CARYVILLE         0.030792         3%         2/13/2014           1035         BONIFAY         0.030792         3%         2/13/2014           1036         CARYVILLE         0.061584         4%         10/12/2040           1042         SPRINGRIELD         0.061584         6%         12/20/2017           1043         CEDAR GROVE         0.00000         0%         0/00000           1044         PANAMA CITY BEACH <td< th=""><th>TOWN</th><th>MUNICIPALITY/</th><th colspan="2">CIPALITY/ FRANCHISE FRANCHISE</th><th>CONTRACT</th></td<> | TOWN             | MUNICIPALITY/      | CIPALITY/ FRANCHISE FRANCHISE |                            | CONTRACT               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------|-------------------------------|----------------------------|------------------------|
| 3014       CENTURY       0.051320       5%       2/11/2010         3016       GULF-BREEZE       0.030792       3%       6/1/2011         3021       MILTON       0.051320       5%       6/8/2035         1031       CHIPLEY       0.041056       4%       3/31/2027         1032       VERNON       0.030792       3%       2/13/2014         1033       GRACEVILLE       0.020528       2%       9/12/2025         1034       CAMPBELLTON       0.030792       3%       2"1/2014         1035       BONIFAY       0.030792       3%       2"1/2014         1036       CARYVILLE       0.030792       3%       2"1/2014         1036       CARYVILLE       0.030792       3%       7/30/2026         1041       PANAMA_CITY       0.061584       + 6%       10/12/2040         10442       SPRINGFIELD       0.061584       6%       1/1/2017         1043       CEDAR-GROVE       0.000000       0%       6/0/0000         1044       PANAMA CITY BEACH       0.061584       6%       1/1/2013         1047       CALLAWAY       0.061584       6%       1/1/2013         1047       CALLAWAY       0.061                                                                                                                                                                                       |                  | COUNTY             | FEE FACTOR                    | FEE %                      | EXPIRATION DATE        |
| 3014       CENTURY       0.051320       5%       2/11/2010         3016       GULF-BREEZE       0.030792       3%       6/1/2011         3021       MILTON       0.051320       5%       6/8/2035         1031       CHIPLEY       0.041056       4%       3/31/2027         1032       VERNON       0.030792       3%       2/13/2014         1033       GRACEVILLE       0.020528       2%       9/12/2025         1034       CAMPBELLTON       0.030792       3%       2"1/2014         1035       BONIFAY       0.030792       3%       2"1/2014         1036       CARYVILLE       0.030792       3%       2"1/2014         1036       CARYVILLE       0.030792       3%       7/30/2026         1041       PANAMA_CITY       0.061584       + 6%       10/12/2040         10442       SPRINGFIELD       0.061584       6%       1/1/2017         1043       CEDAR-GROVE       0.000000       0%       6/0/0000         1044       PANAMA CITY BEACH       0.061584       6%       1/1/2013         1047       CALLAWAY       0.061584       6%       1/1/2013         1047       CALLAWAY       0.061                                                                                                                                                                                       |                  |                    |                               |                            |                        |
| 3016         GULF BREEZE         0.030792         3%         6/4/2011           3021         MILTON         0.051320         5%         6/8/2035           1031         CHIPLEY         0.041056         4%         3/31/2027           1032         VERNON         0.030702         3%         2/13/2014           1033         GRACEVILLE         0.020528         2%         9/12/2025           1034         CAMPBELLTON         0.030702         3%         2/13/2014           1035         BONIFAY         0.030792         3%         2/13/2014           1036         CARYVILLE         0.030792         3%         2/13/2014           1036         CARYVILLE         0.030792         3%         7/30/2026           1041         PANAMA-CITY         0.061584         4%         6%         4/15/2017           1042         SPRINGFIELD         0.061584         6%         12/0/2010         1042           1044         LYNN HAVEN         0.061584         6%         12/3/2014         2052           1045         PANAMA CITY BEACH         0.061584         6%         1/1/2013         1047           1045         PANAMA CITY BEACH         0.061584         6%                                                                                                              | <del>3011</del>  | PENSACOLA          | 0.061584                      | <del>6%</del>              | <del>12/26/2009</del>  |
| 3021         MILTON         0.051320         5%         6/8/2035           1031         CHIPLEY         0.041056         4%         3/31/2027           1032         VERNON         0.030702         3%         2/13/2014           1033         GRACEVILLE         0.020528         2%         9/12/2025           1034         CAMPBELLTON         0.030792         3%         2/13/2014           1035         BONIFAY         0.030792         3%         2/13/2014           1036         CARYVILLE         0.030792         3%         2/13/2014           1036         CARYVILLE         0.061584         +         6%         10/12/2040           1042         SPRINGFIELD         0.061584         +         6%         10/12/2040           1042         SPRINGFIELD         0.061584         6%         10/12/2040           1044         PANAMA CITY BEACH         0.051320         5%         3/2/2016           1045         PANAMA CITY BEACH         0.061584         6%         1/1/2013           1046         PARKER         0.061584         6%         1/1/2014           2051         DEFUIJIAK SPRINGS         0.030792         3%         7/15/2017                                                                                                                      | <del>3014</del>  | CENTURY            | <del>0.051320</del>           | <del>5%</del>              | <del>2/11/201 0</del>  |
| 1031       CHIPLEY       0.041056       4%       3/31/2027         1032       VERNON       0.030792       3%       2/13/2014         1033       GRACEVILLE       0.020528       2%       9/12/2025         1034       CAMPBELLTON       0.030792       3%       2/13/2014         1035       BONIFAY       0.030792       3%       2/13/2014         1036       CARYVILLE       0.030792       3%       2/13/2014         1036       CARYVILLE       0.030792       3%       2/13/2014         1036       CARYVILLE       0.061584       6%       4/15/2017         1041       PANAMA CITY       0.061584       6%       4/15/2017         1043       CEDAR GROVE       0.000000       0%       @       0/0/0000         1044       PANAMA CITY BEACH       0.061584       6%       1/1/2013         1045       PARKER       0.061584       6%       1/1/2013         1046       PARKER       0.061584       6%       1/1/2014         2051       DEFUIJAK SPRINGS       0.030792       3%       C/14/2040         2061       GRESTVIEW       0.061584       6%       1/1/2024         2061       GRESTVIEW                                                                                                                                                                                       | <del>3016</del>  | GULF BREEZE        | <del>0.030792</del>           | <del>3%</del>              | <del>6/1/2011</del>    |
| 1032       VERNON       0.030792       3%       2/13/2014         1033       GRACEVILLE       0.020528       2%       9/12/2025         1034       CAMPBELLTON       0.030792       3%       2/13/2014         1035       BONIFAY       0.030792       3%       2/13/2014         1036       CARYVILLE       0.030792       3%       2/13/2014         1036       CARYVILLE       0.030792       3%       2/13/2014         1041       PANAMA_CITY       0.061584       +       6%       10/12/2040         1041       PANAMA_CITY       0.061584       6%       4/15/2017         1043       CEDAR GROVE       0.000000       0%       @       0/0/0000         1044       LYNN HAVEN       0.061584       6%       12/12/2016         1045       PARKER       0.061584       6%       1/1/2013         1047       CALLAWAY       0.061584       6%       1/1/2014         2051       DEFUIJIAK SPRINGS       0.030792       3%       C/14/2040         2061       GRESTVIEW       0.061584       6%       5/15/2017         2053       PONCE DE LEON       0.061584       6%       5/15/2026         2062                                                                                                                                                                                       | <del>3021</del>  | MILTON             | <del>0.051 320</del>          | <del>5%</del>              | <del>6/8/2035</del>    |
| 1033       GRACEVILLE       0.020528       2%       9/12/2025         1034       CAMPBELLTON       0.030792       3%       2#1/2014         1035       BONIFAY       0.030792       3%       2/13/2014         1036       CARYVILLE       0.030792       3%       7/30/2026         1041       PANAMA CITY       0.061584       *       6%       4/15/2017         1042       SPRINGFIELD       0.061584       *       6%       4/15/2017         1043       CEDAR GROVE       0.000000       0%       @       0/0/0000         1044       LYNN HAVEN       0.061584       6%       1/16/2017         1043       CEDAR GROVE       0.000000       0%       @       0/0/0000         1044       LYNN HAVEN       0.061584       6%       1/12/2016         1046       PARKER       0.061584       6%       1/1/2013         1047       CALLAWAY       0.061584       6%       1/14/2040         2052       PAXTON       0.030792       3%       7/15/2017         2063       PONCE DE LEON       0.061584       6%       5/14/2040         2062       LAUREL HILL       0.030792       3%       2/4/2012 </td <td><del>1031</del></td> <td>CHIPLEY</td> <td><del>0.041056</del></td> <td>4%</td> <td><del>3/31/2027</del></td>                                                                     | <del>1031</del>  | CHIPLEY            | <del>0.041056</del>           | 4%                         | <del>3/31/2027</del>   |
| 1034       CAMPBELLTON       0.030792       3%       2#1/2014         1035       BONIFAY       0.030792       3%       2/13/2014         1036       CARYVILLE       0.030792       3%       7/30/2026         1041       PANAMA_CITY       0.061584       +       6%       4/15/2017         1042       SPRINGFIELD       0.061584       6%       4/15/2017         1043       CEDAR GROVE       0.000000       0%       @       0/0/0000         1044       LYNN HAVEN       0.061584       6%       1/1/20110         1045       PANAMA CITY BEACH       0.061584       6%       1/1/2013         1046       PARKER       0.061584       6%       1/1/2013         1047       CALLAWAY       0.061584       6%       1/1/2014         2051       DEFUI'JIAK SPRINGS       0.030792       3%       6/14/2040         2052       PAXTON       0.030792       3%       2/4/2017         2053       PONCE DE LEON       0.061584       6%       4/1/2040         2062       LAUREL HILL       0.030792       3%       2/4/2012         2071       NICEVILEE       0.061584       6%       5/15/2026         2                                                                                                                                                                                       | <del>1032</del>  | VERNON             | <del>0.030792</del>           | <del>3%</del>              | <del>2/13/2014</del>   |
| 1035       BONIFAY       0.030792       3%       2/13/201.4         1036       CARYVILLE       0.030792       3%       7/30/2026         1041       PANAMA-CITY       0.061584       *       6%       10/12/2040         1042       SPRINGFIELD       0.061584       6%       4/15/2017         1043       CEDAR GROVE       0.000000       0%       @       0/0/0000         1044       LYNN HAVEN       0.061584       6%       12/2012010         1045       PANAMA-CITY BEACH       0.061584       6%       12/2012010         1044       LYNN HAVEN       0.061584       6%       1/1/2013         1046       PARKER       0.061584       6%       1/1/2013         1047       CALLAWAY       0.061584       6%       1/1/2014         2051       DEFUIJIAK SPRINGS       0.030792       3%       6/14/2040         2052       PAXTON       0.030792       3%       5/11/2024         2061       CRESTVIEW       0.061584       6%       5/11/2024         2062       LAUREL HILL       0.030792       3%       2/4/2012         2071       NICEVILE       0.061584       6%       5/15/2026         2                                                                                                                                                                                       | <del>1033</del>  | GRACEVILLE         | <del>0.020528</del>           | <del>2%</del>              | <del>9/12/2025</del>   |
| 1036       CARYVILLE       0.030792       3%       7/30/2026         1041       PANAMA_CITY       0.061584       +       6%       10/12/2040         1042       SPRINGFIELD       0.061584       6%       4/15/2017         1043       CEDAR_GROVE       0.000000       0%       ®       0/0/0000         1044       LYNN HAVEN       0.061584       6%       12/0/2010         1045       PANAMA_CITY BEACH       0.051320       5%       3/2/2016         1046       PARKER       0.061584       6%       1/1/2013         1047       CALLAWAY       0.061584       6%       1/2/31/2014         2051       DEFUIJIAK SPRINGS       0.030792       3%       6/14/2040         2052       PAXTON       0.030792       3%       7/15/2017         2053       PONCE DE LEON       0.061584       6%       5/11/2024         2061       CRESTVIEW       0.061584       6%       5/14/2040         2062       LAUREL HILL       0.030792       3%       2/4/2012         2071       NICEVILLE       0.061584       6%       5/15/2026         2072       VALPARAISO       0.061584       6%       5/15/2026                                                                                                                                                                                          | <del>103</del> 4 | <b>CAMPBELLTON</b> | <del>0.030792</del>           | 3%                         | <u>2/"1/2014</u>       |
| 1041       PANAMA_CITY       0.061584       *       6%       10/12/2040         1042       SPRINGFIELD       0.061584       6%       4/15/2017         1043       CEDAR GROVE       0.000000       0%       @       0/0/0000         1044       LYNN HAVEN       0.061584       6%       12/0/2010         1045       PANAMA CITY BEACH       0.051 320       5%       3/2/2016         1046       PARKER       0.061584       6%       1/1/2013         1047       CALLAWAY       0.061584       6%       1/2/31/2014         2051       DEFUIJIAK SPRINGS       0.030792       3%       6/14/2040         2052       PAXTON       0.030792       3%       7/15/2017         2053       PONCE DE LEON       0.061584       6%       5/11/2024         2061       CRESTVIEW       0.061584       6%       5/15/2026         2071       NICEVILLE       0.030792       3%       2/4/2012         2071       NICEVILLE       0.061584       6%       8/24/2014         2073       SHALIMAR       0.030792       3%       8/10/2014         2073       SHALIMAR       0.030792       3%       8/10/2014 <t< td=""><td><del>1035</del></td><td>BONIFAY</td><td><del>0.030792</del></td><td>3%</td><td><del>2/13/201_4</del></td></t<>                                                                 | <del>1035</del>  | BONIFAY            | <del>0.030792</del>           | 3%                         | <del>2/13/201_4</del>  |
| 1042       SPRINGFIELD       0.061584       6%       4/15/2017         1043       CEDAR GROVE       0.000000       0%       @       0/0/0000         1044       LYNN HAVEN       0.061584       6%       12/0/2010         1045       PANAMA CITY BEACH       0.051 320       5%       3/2/2016         1046       PARKER       0.061584       6%       1/1/2013         1047       CALLAWAY       0.061584       6%       12/31/2014         2051       DEFUI'JIAK SPRINGS       0.030792       3%       6/14/2040         2052       PAXTON       0.030792       3%       7/15/2017         2053       PONCE DE LEON       0.061584       6%       5/11/2024         2061       CRESTVIEW       0.061584       6%       5/11/2024         2061       CRESTVIEW       0.061584       6%       5/15/2026         2072       VALPARAISO       0.061584       6%       8/24/2011         2073       SHALIMAR       0.030792       3%       8/10/2014         2073       SHALIMAR       0.030792       3%       8/10/2014         2074       FORT WALTON BEACH       0.061584       6%       10/14/2011         2075 <td><del>1036</del></td> <td>CARYVILLE</td> <td><del>0.030792</del></td> <td>3%</td> <td>7/30/2026</td>                                                                         | <del>1036</del>  | CARYVILLE          | <del>0.030792</del>           | 3%                         | 7/30/2026              |
| 1043       CEDAR-GROVE       0.000000       0%       @       0/0/0000         1044       LYNN HAVEN       0.061584       6%       12/0/2010         1045       PANAMA CITY BEACH       0.051 320       5%       3/2/2016         1046       PARKER       0.061584       6%       1/1/2013         1047       CALLAWAY       0.061584       6%       12/31/2014         2051       DEFUTUAK SPRINGS       0.030792       3%       6/14/2040         2052       PAXTON       0.030792       3%       7/15/2017         2053       PONCE-DELEON       0.061584       6%       5/11/2024         2061       CRESTVIEW       0.061584       6%       4/1/2040         2062       LAUREL-HILL       0.030792       3%       2/4/2012         2071       NICEVILLE       0.061584       6%       5/15/2026         2072       VALPARAISO       0.061584       6%       8/24/2011         2073       SHALIMAR       0.030792       3%       8/10/2014         2074       FORT WALTON BEACH       0.061584       6%       10/14/2011         2075       CINCO BAYOU       0.061584       6%       5/18/2011         2075                                                                                                                                                                                   | <del>1041</del>  | PANAMA CITY        | <del>0.061584</del> +         | <del>6%</del>              | <del>10/12/2040</del>  |
| 1044       LYNN HAVEN       0.061584       6%       12/9/2010         1045       PANAMA CITY BEACH       0.051 320       5%       3/2/2016         1046       PARKER       0.061584       6%       1/1/2013         1047       CALLAWAY       0.061584       6%       12/31/2014         2051       DEFUI'JIAK SPRINGS       0.030792       3%       6/14/2040         2052       PAXTON       0.030792       3%       7/15/2017         2053       PONCE DE LEON       0.061584       6%       1/1/2024         2061       CRESTVIEW       0.061584       6%       4/1/2040         2062       LAUREL HILL       0.030792       3%       2/4/2012         2071       NiCEVILLE       0.061584       6%       5/15/2026         2072       VALPARAISO       0.061584       6%       8/24/2011         2073       SHALIMAR       0.030792       3%       8/10/2014         2074       FORT WALTON BEACH       0.061584       6%       10/14/2011         2075       CINCO BAYOU       0.061584       6%       5/18/2011         2075       GINCO BAYOU       0.061584       6%       5/18/2011         2076       MAR                                                                                                                                                                              | <del>1042</del>  | SPRINGFIELD        | <del>0.061584</del>           | <del>6%</del>              | 4/15/2017              |
| 1045       PANAMA CITY BEACH       0.051 320       5%       3/2/2016         1046       PARKER       0.061584       6%       1/1/2013         1047       CALLAWAY       0.061584       6%       12/31/2014         2051       DEFUIJIAK SPRINGS       0.030792       3%       6/14/2040         2052       PAXTON       0.030792       3%       6/14/2040         2053       PONCE DE LEON       0.061584       6%       5/11/2024         2061       CRESTVIEW       0.061584       6%       4/1/2040         2062       LAUREL HILL       0.030792       3%       2/4/2012         2071       NICEVILLE       0.061584       6%       5/15/2026         2072       VALPARAISO       0.061584       6%       8/24/2011         2073       SHALIMAR       0.030792       3%       8/10/2014         2073       SHALIMAR       0.030792       3%       8/10/2014         2074       FORT WALTON BEACH       0.061584       6%       10/14/2011         2075       CINCO BAYOU       0.061584       6%       5/18/2014         2076       MARY ESTHER       0.030792       3%       3/2/2011         2076       MARY E                                                                                                                                                                              | 1043             | CEDAR GROVE        | 0.000000                      | <del>0%</del> <del>@</del> | 0/0/0000               |
| 1046       PARKER       0.061584       6%       1/1/2013         1047       CALLAWAY       0.061584       6%       12/31/2014         2051       DEFUIJIAK SPRINGS       0.030792       3%       6/14/2040         2052       PAXTON       0.030792       3%       6/14/2040         2053       PONCE DE LEON       0.061584       6%       5/11/2024         2061       CRESTVIEW       0.061584       6%       4/1/2040         2062       LAUREL HILL       0.030792       3%       2/4/2012         207i       NiCEVILLE       0.061584       6%       5/15/2026         2072       VALPARAISO       0.061584       6%       8/24/2011         2073       SHALIMAR       0.030792       3%       8/10/2014         2074       FORT WALTON BEACH       0.061584       6%       10/14/2011         2075       CINCO BAYOU       0.061584       6%       5/18/2011         2075       CINCO BAYOU       0.061584       6%       5/18/2011         2076       MARY ESTHER       0.030792       3%       3/2/2011         2076       DESTIN       0.041056       4%       5/19/2016         009       ESCAMBIA COUNTY                                                                                                                                                                              | 1044             | LYNN HAVEN         |                               |                            |                        |
| 1047CALLAWAY0.0615846%12/31/20142051DEFUIJIAK SPRINGS0.0307923%6/14/20402052PAXTON0.0307923%7/15/20172053PONCE DE LEON0.0615846%5/11/20242061CRESTVIEW0.0615846%4/1/20402062LAUREL HILL0.0307923%2/4/20122071NiCEVILLE0.0615846%5/15/20262072VALPARAISO0.0615846%8/24/20112073SHALIMAR0.0307923%8/10/20142074FORT WALTON BEACH0.0615846%10/14/20112075CINCO BAYOU0.0615846%5/18/20112076MARY ESTHER0.0307923%3/2/20112078DESTIN0.0410564%5/19/2016009ESCAMBIA COUNTY0.0513205%12/31/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  |                    |                               |                            |                        |
| 2051       DEFUIJIAK SPRINGS       0.030792       3%       6/14/2040         2052       PAXTON       0.030792       3%       7/15/2017         2053       PONCE DE LEON       0.061584       6%       5/11/2024         2061       CRESTVIEW       0.061584       6%       4/1/2040         2062       LAUREL HILL       0.030792       3%       2/4/2012         2071       NICEVILLE       0.061584       6%       5/15/2026         2072       VALPARAISO       0.061584       6%       8/24/2011         2073       SHALIMAR       0.030792       3%       8/10/2014         2074       FORT WALTON BEACH       0.061584       6%       10/14/2011         2075       CINCO BAYOU       0.061584       6%       5/18/2011         2076       MARY ESTHER       0.030792       3%       3/2/2011         2076       MARY ESTHER       0.030792       3%       3/2/2011         2078       DESTIN       0.041056       4%       5/19/2016         009       ESCAMBIA COUNTY       0.051320       5%       12/31/2025                                                                                                                                                                                                                                                                            |                  |                    |                               |                            |                        |
| 2052       PAXTON       0.030792       3%       7/15/2017         2053       PONCE DE LEON       0.061584       6%       5/11/2024         2061       CRESTVIEW       0.061584       6%       4/1/2040         2062       LAUREL HILL       0.030792       3%       2/4/2012         2071       NICEVILLE       0.061584       6%       5/15/2026         2072       VALPARAISO       0.061584       6%       8/24/2011         2073       SHALIMAR       0.030792       3%       8/10/2014         2074       FORT WALTON BEACH       0.061584       6%       10/14/2011         2075       CINCO BAYOU       0.061584       6%       5/18/2011         2076       MARY ESTHER       0.030792       3%       3/2/2011         2078       DESTIN       0.041056       4%       5/19/2016         009       ESCAMBIA COUNTY       0.051320       5%       12/31/2025                                                                                                                                                                                                                                                                                                                                                                                                                               |                  |                    | <del>0.061584</del>           |                            | <del>12/31/201-4</del> |
| 2053       PONCE DE LEON       0.061584       6%       5/11/2024         2061       CRESTVIEW       0.061584       6%       4/1/2040         2062       LAUREL HILL       0.030792       3%       2/4/2012         207i       NiCEVILLE       0.061584       6%       5/15/2026         2072       VALPARAISO       0.061584       6%       8/24/2011         2073       SHALIMAR       0.030792       3%       8/10/2014         2074       FORT WALTON BEACH       0.061584       6%       10/14/2011         2075       CINCO BAYOU       0.061584       6%       5/18/2011         2076       MARY ESTHER       0.030792       3%       3/2/2011         2078       DESTIN       0.041056       4%       5/19/2016         009       ESCAMBIA COUNTY       0.051320       5%       12/31/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  |                    | <del>0.030792</del>           | <del>3%</del>              | <del>6/14/2040</del>   |
| 2061       CRESTVIEW       0.061584       6%       4/1/2040         2062       LAUREL HILL       0.030792       3%       2/4/2012         207i       NiCEVILLE       0.061584       6%       5/15/2026         2072       VALPARAISO       0.061584       6%       8/24/2011         2073       SHALIMAR       0.030792       3%       8/10/2014         2074       FORT WALTON BEACH       0.061584       6%       10/14/2011         2075       CINCO BAYOU       0.061584       6%       5/18/2011         2076       MARY ESTHER       0.030792       3%       3/2/2011         2078       DESTIN       0.041056       4%       5/19/2016         009       ESCAMBIA COUNTY       0.051320       5%       12/31/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  |                    | <del>0.030792</del>           | <del>3%</del>              | <del>7/15/2017</del>   |
| 2062       LAUREL HILL       0.030792       3%       2/4/2012         207i       NiCEVILLE       0.061584       6%       5/15/2026         2072       VALPARAISO       0.061584       6%       8/24/2011         2073       SHALIMAR       0.030792       3%       8/10/2014         2074       FORT WALTON BEACH       0.061584       6%       10/14/2011         2075       CINCO BAYOU       0.061584       6%       5/18/2011         2076       MARY ESTHER       0.030792       3%       3/2/2011         2078       DESTIN       0.041056       4%       5/19/2016         009       ESCAMBIA COUNTY       0.051320       5%       12/31/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |                    | <del>0.061584</del>           | <del>6%</del>              | <del>5/11/2024</del>   |
| 207i       NiCEVILLE       0.061584       6%       5/15/2026         2072       VALPARAISO       0.061584       6%       8/24/2011         2073       SHALIMAR       0.030792       3%       8/10/2014         2074       FORT WALTON BEACH       0.061584       6%       10/14/2011         2075       CINCO BAYOU       0.061584       6%       5/18/2011         2076       MARY_ESTHER       0.030792       3%       3/2/2011         2078       DESTIN       0.041056       4%       5/19/2016         009       ESCAMBIA COUNTY       0.051320       5%       12/31/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                  |                    | <del>0.061584</del>           | <del>6%</del>              | 4 <del>/1/2040</del>   |
| 2072       VALPARAISO       0.061584       6%       8/24/2011         2073       SHALIMAR       0.030792       3%       8/10/2014         2074       FORT WALTON BEACH       0.061584       6%       10/14/2011         2075       CINCO BAYOU       0.061584       6%       5/18/2011         2076       MARY ESTHER       0.030792       3%       3/2/2011         2078       DESTIN       0.041056       4%       5/19/2016         009       ESCAMBIA COUNTY       0.051320       5%       12/31/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                  |                    | <del>0.030792</del>           | <del>3%</del>              | <del>2/4/2012</del>    |
| 2073       SHALIMAR       0.030792       3%       8/10/2014         2074       FORT WALTON BEACH       0.061584       6%       10/14/2011         2075       CINCO BAYOU       0.061584       6%       5/18/2011         2076       MARY_ESTHER       0.030792       3%       3/2/2011         2078       DESTIN       0.041056       4%       5/19/2016         009       ESCAMBIA COUNTY       0.051320       5%       12/31/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <del>207i</del>  | NICEVILLE          | <del>0.061584</del>           | <del>6%</del>              | <del>5/15/2026</del>   |
| 2074         FORT WALTON BEACH         0.061584         6%         10/14/2011           2075         CINCO BAYOU         0.061584         6%         5/18/2011           2076         MARY_ESTHER         0.030792         3%         3/2/2011           2078         DESTIN         0.041056         4%         5/19/2016           009         ESCAMBIA COUNTY         0.051320         5%         12/31/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <del>2072</del>  | VALPARAISO         | <del>0.061584</del>           | <del>6%</del>              | <del>8/24/2011</del>   |
| 2075         CINCO BAYOU         0.061584         6%         5/18/2011           2076         MARY_ESTHER         0.030792         3%         3/2/2011           2078         DESTIN         0.041056         4%         5/19/2016           009         ESCAMBIA COUNTY         0.051320         5%         12/31/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <del>2073</del>  | SHALIMAR           | <del>0.030792</del>           | 3%                         | <del>8/10/2014</del>   |
| 2076         MARY_ESTHER         0.030792         3%         3/2/2011           2078         DESTIN         0.041056         4%         5/19/2016           009         ESCAMBIA COUNTY         0.051320         5%         12/31/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <del>2074</del>  | FORT WALTON BEACH  | <del>0.061584</del>           | <del>6%</del>              | <del>10/14/2011</del>  |
| 2078DESTIN0.0410564%5/19/2016009ESCAMBIA COUNTY0.0513205%12/31/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <del>2075</del>  | CINCO BAYOU        | <del>0.061584</del>           | <del>6%</del>              | <del>5/18/2011</del>   |
| 2078DESTIN0.0410564%5/19/2016009ESCAMBIA COUNTY0.0513205%12/31/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2076             | MARY ESTHER        | <del>0.030792</del>           | 3%                         | <del>3/2/2011</del>    |
| 009 ESCAMBIA COUNTY 0.051320 5% 12/31/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                  |                    |                               |                            |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                  |                    |                               |                            |                        |
| 0.33 $3.0/2025$ $0.051320$ $5%$ $9/30/2025$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 033              | SANTA ROSA COUNTY  | 0.051320                      | 5%                         | 9/30/2025              |

# **GULF POWER COMPANY FRANCHISE FEE INFORMATION**

+ Franchise Fee Change

<del>025</del>

\*Gulf remits franchise on Residential, Commercial Revenue, and Home Business Revenue accounts only.

0.061584

<del>6%</del>

@ Town of Cedar Grove was dissolved into Bay County.

JACKSON COUNTY

Effective: October 12, 2010

Revised: February 22, 2011

Section III Second Revised Sheet No. 3.1 Canceling First Revised Sheet No .3.1

# DEFINITIONS TECHNICAL TERMS AND ABBREVIATIONS

# <u>AMPERE</u>

The unit of measurement of electric current. It is proportional to the quantity of electrons flowing through a conductor past a given point in one second. It is analogous to cubic feet of water flowing per second. It is the unit current produced inacircuitby one volt acting through a resistance of one ohm.

# AUXILIARY SERVICE

Is that furnished or made available by the Company for a portion of a Customer's requirements with ordinarily are furnished by the Customer from some other source of electrical supply.

#### **BILLING DEMAND**

Is the demand upon which billing to a Customer is based as specified in a rate schedule or contract. The billing demand need not to be equal to the actual measured demand during that billing period.

#### **BREAKDOWN SERVICE**

Is that made available by the Company to a Customer but which is used only when the Customer's other source of electrical supply is not available due to the Customer's electric generating equipment being shut down for repairs.

# CAPACITY REQUIREMENTS

The maximum rate of energy used by a Customer over a specified time interval, such as 15, 30, or 60 minutes. It may be determined by measurement or by calculation based upon connected load.

Section III Second Revised Sheet No. 3.2 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**

Florida Power & Light Company d/b/a Gulf Power Company ("Gulf" or "Gulf Power") 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

The Customer's installation consists of and includes all wires, cutouts, switches and appliances and apparatus of every kind and nature used in connection with forming a part of an installation for utilizing electric service for any purpose, (excepting meters and associated equipment), ordinarily located on the Customer's side of "Point of Delivery", and including "Service Entrance Conductors," whether such installation is owned outright by the Customer or used by the Customer under lease or otherwise.

Section III First Revised Sheet No. 3.3 Canceling Original 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 kilowatt-hours 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.

EST – Eastern Standard Time

# INTEGRATED 15-MINUTE DEMAND

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

# **INTERCONNECTION COSTS**

The reasonable cost 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: E. L. Addison, President EFFECTIVE: January 29, 1982

Section III First Revised Sheet No. 3.4 Canceling Original Sheet No. 3.4

# KILOWATT (kW)

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 1,000.

#### KILOWATTHOUR (kWh)

The basic unit of electric energy equal to one kilowatt of power supplied to, or taken from, an electric circuit steadily for one hour.

# LOAD

The power requirement of a system or a piece of equipment at a given instant, or the average rate of energy used during any designated short period of time. This term may be applied to the demand of an electric generating station, an individual generating unit, a transmission or distribution system, a substation or a whole power system, or to a Customer's requirement. ("Load" is often used interchangeably with "demand").

# LOAD FACTOR

The ratio of the average demand over a designated period of time to the maximum demand occurring in that period. Load factor, in percent, also may be derived by multiplying the kilowatt-hours in the period by 100 and dividing by the product of the maximum demand in kilowatts and the number of hours in the period. The term "load factor" is usually further modified by specifying the period and kind.

Period: daily, weekly, monthly, annual or average Kind: appliance, individual customer, group, class system, or a specific part of a system.

#### **LUMEN**

A unit of light measurement. The intensity of light delivered by one standard candle at a distance of one foot is approximately one (1) lumen.

#### MONTH

One twelfth of a year, or the period between two consecutive readings of the Company's meters, as near 30 days as practicable.

#### POINT OF DELIVERY (See Delivery Point)

#### POWER FACTOR

The ratio of real power (kw) to apparent (kva) for a given load and time. Generally, it is expressed as a percentage ratio.

ISSUED BY: E.L. Addison, President EFFECTIVE: January 29, 1982

Section III Second Revised Sheet No. 3.5 Canceling First Revised Sheet No.3.5

# **PREMISES**

Defined as a contiguous area, building or group of buildings, or portion of a building, joined together electrically as may be permitted by the applicable rules and regulations of the Company, occupied by one Customer and served through one meter.

# PRIMARY VOLTAGE

Is the voltage of the circuit supplying power at a transformer as opposed to the output voltage or load supply voltage which is called secondary voltage. In power supply practice, the primary is almost always the high voltage side and the secondary is the low voltage side of a transformer.

#### **QUALIFYING FACILITY**

A cogeneration facility or small power production facility which is a Qualifying Facility (as defined under the Rules and Regulations in18CFR 292 Subpart B of the Public Utility Regulatory Policies Act of 1978 (PURPA)) and in Rule 25-17.0825, F.A.C.).

#### RESERVE SERVICE (See Standby Service)

# SECONDARY VOLTAGE

Is the output or load supply voltage of a transformer or a substation.

#### **SERVICE**

Power and energy required by the Customer and, in addition, the readiness and ability on the part of the Company to furnish power and energy to the Customer.

Section III Original Sheet No. 3.6

# SINGLE PHASE

Is the descriptive term applied to service supplied through a single pair of wires for any one voltage, with one additional wire required where an additional voltage is supplied. Electrically there is a single complete voltage alternation in 1/60 seconds. Single phase service is supplied from any distribution line of the Company and to any Customer not having large motor driven devices which be inoperable from a single phase supply.

# STANDBY SERVICE

Is that furnished by the Company to a Customer for all or any part of the Customer's load during the time that the Customer's normal source of electrical supply is shut down.

# SYSTEM EMERGENCY

A condition on the Company's system which is likely to result in imminent significant disruption of service to customers or is imminently likely to endanger life or property.

# THREE PHASE

Is the term applied to service applied from certain of the Company's lines requiring the use of three or four wires. Electrically, there are three separate voltages of equal value, each alternating 60 times a second and separated from each other by 1/180 of a second. While this type of service is required to supply all large loads, it normally is not available in residential service areas.

# VOLT

Is the unit of electromotive force or electric pressure analogous to water pressure in pounds per square inch. It is an electrical pressure which, if steadily applied to circuit having a resistance of one ohm, will cause a current of one ampere to flow.

# YEAR

Is that period intervening between two anniversary contract for dates of a used, that billed electric service. When "calendar" year is period represents that for covered by the service periods the months of January through December of any year.

ISSUED BY: E.L. Addison, President EFFECTIVE: January 29, 1982

Section No. IV Thirteenth Revised Sheet No. 4.1 Canceling Twelfth Revised Sheet No. 4.1

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ISSUED BY: Tiffany Cohen

EFFECTIVE:

Section No. IV Eleventh Revised Sheet No. 4.2 Canceling Tenth Revised Sheet No. 4.2 (Continued from Index, Sheet No. 4.1) Part IV **Billing and Metering Regulations** Each Metering Point Billed as Separate Customer 4.1 4.2 Two or More Premises Not to be Served Through One Meter 4.3 Deleted 4.4 No Charge for Required Metering Equipment 4.4.1 Net Metering of Customer-Owned Renewable Generation 4.5 Estimation of Bills Required by Meter Damage or Failure 4.6 Meter Reading and Billing Intervals 4.7 **Power Factor Requirement** 4.8 **Prorated Bills** 4.9 Requirements of Customer for Discontinuing Service 4.10 Installation of Check Meters 4.11 Refusal or Discontinuance of Service 4.12 Investigation of Unauthorized Use Tampering with Meters 4.13 Restoration of Service (After Violation of Rules) 4.14 Testing of Meters and Resulting Adjustments 4.14.1 Fast Meter 4.14.2 Slow, Non-Registering, or Partially Registering Meter 4.14.3 Creeping Meter 4.14.4 Improper Metering Due to Electrical Contractor Error 4.15 **Returned Item Charge** 4.16 Late Payment Charge Part V **Contract and Enforcement Regulations** 5.1 **Cutoff Regulations** 5.2 Extension of Time for Payment of Bill 5.3 **Reconnection Charge** 5.4 Field Visit Charge Faulty Wiring on Customer's Premises 5.5 5.6 Medically Essential Service Part VI **Underground Distribution Facilities** 6.1 Definitions 6.2 General 6.2.1 Application 6.2.2 Early Notitication and Coordination 6.2.3 Changes to Plans 6.2.4 Underground Installations Not Covered 6.2.5 Type of System Provided 6.2.6 Design and Ownership 6.2.7 **Rights of Way and Easements** 6.2.8 Contributions and Credits 6.2.9 Location of Distribution Facilities **ISSUED BY:** Tiffany Cohen EFFECTIVE:

Section No. IV Tenth Revised Sheet No. 4.2 Canceling Ninth Revised Sheet No. 4.2

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**ISSUED BY:** Tiffany Cohen **EFFECTIVE:** August 6, 2020

|         |                | Section No. IV<br>Sixth Revised Sheet No. 4.2A<br>Canceling Fifth Revised Sheet No. 4.2A |
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EFFECTIVE: August 6, 2020

Section IV Orginal Sheet No. 4.3

# RULES AND REGULATIONS FOR ELECTRIC SERVICE

These Rules and Regulations, approved by the Florida Public Utilities Commission, constitute the Company's operating procedures and policies and supplement the "Rules and Regulations Governing Electric Service by Electric Public Utilities" ordered to be effective November 30, 1959 or as may hereafter 'be modified by the Florida Public Utilities Commission.

# PART I

# GENERAL RULES

1.2 <u>APPLICATION FOR SERVICE</u> - Each person firm or corporation desiring to become a Customer for electric service from any distribution system operated by the Company shall make an application for service, either in person or by duly authorized agent. The Customer's load will not be connected to the distribution system until all the applicable conditions and provisions of these Rules and Regulations are complied with. The furnishing of service by the Company and its initial acceptance by the Customer, in the absence of a formal written contract, constitutes the evidence of the contractual relationship between the Customer who thereby agrees to take the service and the Company who thereafter undertakes to supply the type of service applied for under the terms and conditions of the applicable Rate Schedule or Rules and Regulations. Company may require the execution of a formal contract of a formal contract for service involving special conditions or the furnishing of over 25 kilowatts of capacity. (See also, Rule 2.5)

ISSUED BY: R.L. Pulley, President EFFECTIVE: August 1, 1962

Section IV First Revised Sheet No. 4.4 Cancels Original Sheet No. 4.4

- 1.2 <u>CLASSIFICATION OF SERVICE</u> For the purpose of establishing a comprehensive rate structure, the Company may upon approval by the Commission classify its utility service according to the purpose for which such service is used, the quantity used, the time when used, or any other reasonable consideration, and conform its rate schedules to such classifications.
- 1.3 <u>RATES</u> The rates to be charged by and paid to the Company for service shall be the rates from time to time legally established and in force, and in accordance with its Rate Schedules from time to time in effect and applicable to the class of service in the territory in which the Customer's premises are situated.

A copy of the rates under which service will be supplied is on file and is open for inspection at the Company's general office in Pensacola and at each district and local office. Upon request of any Customer, a copy of the Rate Schedule applicable to his service will be furnished him by the Company.

1.4 <u>OPTIONAL RATES</u> – When two or more rates are available for certain classes or service, the conditions under which they are applicable to the requirements of particular customers are plainly set forth in the Company's published rate schedules. The choice of such rates lies with the Customer.

The Company will at any time upon request advise any Customer as to the rate best adapted to existing; or anticipated service requirements as defined by the Customer but the Company does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected should the volume or character of service change.

From time to time, the Company undertakes investigations of operating conditions of its customers with a view to recommending desirable

Section IV Fourth Revised Sheet No. 4.5 Canceling Third Revised Sheet No. 4.5

# 1.4 <u>OPTIONAL RATES</u> (continued)

changes from one applicable rate to another, but, lacking knowledge of changes which may occur at any time in such conditions, the Company cannot guarantee that customers will be served under the most favorable rate, nor make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same service.

A Customer, having selected a rate adapted to his service may not change to another rate within a twelvemonth period unless there is a substantial change in the character or conditions of his service. A new Customer will be given reasonable opportunity to determine his service requirements before definitely selecting the most favorable rate therefor.

1.5 <u>RESIDENTIAL SERVICE</u> – Service for all domestic purposes in individually metered dwelling units suitable for year-round family occupancy containing full kitchen facilities. A separate point of service may be placed on the residential rate when it is determined to be at the same premise as the dwelling unit and used exclusively for personal rather than business use (i.e., garages, pumps, pools, boat docks, etc.) Service to commonly-owned condominium and cooperative apartment buildings meeting the following criteria is also considered Residential Service:

- a. 100% of the energy is used exclusively for the co-owners 'benefit.
- b. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
- c. Each point of delivery will be separately metered and billed.
- d. A responsible legal entity is established as the Customer to whom the Company can render its bills for said service.
- 1.6 <u>GENERAL SERVICE</u> Any person, organization, firm, or corporation taking electric service to which no other rate schedule is applicable shall be considered a General Service Customer. These may be commercial, or institutional such as nonprofit organizations, religious, educational, philanthropic, fraternal, governmental, or others not listed. The following is an incomplete list which gives some examples of who shall be considered General Service customers:
  - 1.6.1 Recognized boarding and rooming houses.
  - 1.6.2 An apartment house, except for service rendered direct to individual tenants.
  - 1.6.3 Any business house within which the Customer lives merely for convenience or economy, but such Customer, if he desires, shall have the right to have a separate meter installed under the residential rate for his domestic consumption.

ISSUED BY: Travis Bowden EFFECTIVE: May 1, 2000

Section IV Third Revised Sheet No. 4. 6 Canceling Second Revised Sheet No. 4. 6

# 1.6 <u>GENERAL SERVICE</u> (Continued)

- 1.6.4 Commercial dairy, poultry, truck or other type farm, however, such Customer, if he desires, shall have the right to have a separate meter installed under the residential rate for his domestic consumption.
- 1.7 <u>INDUSTRIAL SERVICE</u> Service to a Customer at a single location where the Customer is engaged in an industrial enterprise which uses the service primarily in an operation involving the extraction from, or the processing or fabrication of, materials or products.
- 1.8 <u>LIMITS OF USES OF SERVICE</u> All service supplied by the Company is for the Customer's sole use within or upon his premises and for the purposes set forth by the applicable Rate Schedule. The Customer shall not supply electrical energy to anyone else or allow anyone to take same, nor shall reuse or permit same to be used at any other premises (except as provided below) or for any other premises (except as provided below) or for any other premises (either directly or indirectly by transformation or regeneration) than those designated in the application. (See Section No. IV, Sheet No. 4.15, Rule 4.1)

The Company reserves the right to apply to each Customer the proper Rate Schedule in accordance with the classifications made of its service for billing purposes.

Electric service must not be used by the Customer in such a manner as to cause unusual voltage fluctuations or disturbances in the Company's distribution or transmission system and, should any apparatus be installed the use of which shall interfere with or harmfully affect the service to other customers, the Company may discontinue service upon giving reasonable

Section IV Second Revised Sheet. No.4.7 Canceling First Revised Sheet No. 4.7

(Continued from Sheet No. 4.6)

notice unless in the meantime the use of such objectionable apparatus has been discontinued, or such steps taken as may be necessary to prevent a recurrence. Should the Company be required to make any unusual expenditure over and above that required to serve ordinary load of unobjectionable character, the Customer shall reimburse the Company for such excess cost of serving him.

No Customer shall extend electric lines or facilities across or under a street, avenue, alley, lane, court, or other public way in order to make electric energy available through one meter to a structure or facility on an adjacent tract of land, except under the following conditions: (1) said structure or facility on adjacent land is at all times operated and utilized by the same Customer for the same business or enterprise; (2) electric service through such meter is utilized solely by such Customer; (3) such single-meter electric service is otherwise permissible under applicable Company Rules and Regulations and applicable Rate Schedule; (4) Customer obtains written approval from the Company on plans, and any extension or revision thereof, for such single-meter service arrangement; (5) Customer obtains and keeps currently effective any and all required permits from required public authorities for crossing of public ways with Customer's electric facilities; and (6) Customer's electric facilities crossing public ways must comply with all applicable local and national codes.

Customers and others are forbidden, without written consent of the Company, from using the Company's poles or other facilities for the purpose of fastening or supporting wires, signs, or things of any nature, or to locate any such things in such proximity to the Company's aforesaid property or facilities as to cause, or to be likely to cause, interference with the Company's operations or its supply of electric service, or a dangerous condition in connection therewith, and the Company shall have the right to remove any such things without notice and without liability for damages arising from such removal.

ISSUED BY: E. L. Addison. President EFFECTIVE: November 10, 1980

Section IV Fifth Revised Sheet No. 4.7 A Canceling Fourth Revised Sheet No. 4.7 A

(Continued from Sheet No. 4.7)

1.9 <u>CHARACTER OF SERVICE</u> - The phase, frequency, and voltage of electric service which may be available for delivery to the Customer shall be determined by the available local distribution system of the Company nearest the Customer's premises, and the Company shall not be required to deliver service at a phase, frequency, or voltage other than that provided for in the particular Rate Schedule applicable.

ISSUED BY: E. L. Addison. President EFFECTIVE: September 13, 1990

Section No. IV Third Revised Sheet No. 4.8 Canceling Second Revised Sheet No. 4.8

- 1.10 <u>CONTINUITY OF SERVICE</u> The Company will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the Customer or to any other person for complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from the ordinary negligence of its employees, servants or agents. The Company also shall not be liable to the Customer or to any other person for the complete or partial failure or interruption of service, fluctuations in voltage, or any other person for the complete or partial failure or interruption of service, fluctuations in voltage, or any other act or omission or related injury caused directly or indirectly by strikes, labor troubles, accident, litigation, shutdowns for repairs or adjustments, interference by Federal, State or Municipal governments, acts of God or other causes beyond its control.
- 1.11 <u>INCREASE OF SERVICE</u> Increased service requirements shall be supplied at all times through the existing, or enlarged, service connection and such metering equipment as will properly measure the amount of energy and its maximum demand, provided that the necessary enlargement of the facilities in service does not require changes in point of delivery. The Customer 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.

Section No. IV Fifth Revised Sheet No. 4.9 Canceling Fourth Revised Sheet No. 4.9

- 1.12 ACCESS TO PREMISES AND RIGHT-OF-WAY The duly authorized agents of the Company shall have safe access to the premises of the Customer at all reasonable hours for the purpose of installing, maintaining, and inspecting or removing the Company's property, reading meter, trimming trees within the Company's easements and rights of way, and other purposes incident to performance under or termination of the Company's agreement with the Customer, and in such performance shall not be liable for trespass. The Customer shall grant or cause to be granted the Company and without cost to the Company all rights, easement, permits and privileges which in the opinion of the Company, are necessary for the rendering of service to the Customer.
- 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 Seventh Revised Sheet No. 4.10 Canceling Sixth Revised Sheet No. 4.10

- 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>PROTECTION OF COMPANY'S PROPERTY AND DAMAGE TO COMPANY'S PROPERTY</u> The Customer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus. In the event of any loss or damage ot property of the Company caused by or arising out of carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 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 Fifth Revised Sheet No. 4.11 Canceling Fourth Revised Sheet No. 4.11

# 1.18 <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.

1.19 <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.

1.20 <u>NOTICES</u> - 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.

1.21 <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.

**ISSUED BY:** Charles S. Boyett **EFFECTIVE:** March 29, 2019

Section No. IV Thirteenth Revised Sheet No. 4.12 Canceling Twelfth Revised Sheet No. 4.12

# PART II CREDIT

# REGULATIONS

2.1 Security Deposit/Guaranty.

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

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

(2) a) New Service Requests - If a Security Deposit is required, the Security Deposit for a new service request shall be based upon no more than two months of projected charges, calculated by adding the 12 months of projected charges, dividing this total by 12, and multiplying the result by 2. After the new account has had continuous service for a twelve (12) month period, the amount of the required deposit shall be recalculated using actual data. If an excess deposit is identified by this recalculation, the difference between the recalculated deposit and the deposit on hand will be credited to the account. If the recalculated amount indicates a deficiency in the deposit held, the utility may bill customer for the difference. Each applicant that provides a guaranty, surety bond, or an irrevocable bank letter of credit as a Security Deposit must enter into the agreement(s) as provided by Gulf.

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

#### 2.2 Deposit Interest.

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

#### 2.21 Residential Deposits.

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

#### 2.22 Nonresidential Deposits.

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

Section No. IV Original Sheet No. 4.12.1

# 2.3 Refund of Cash Deposit/Release of Other Security or Guaranty.

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

#### 2.4 Transfer of Security Deposit/Guaranty.

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

Section No. IV Seventeeth Revised Sheet No. 4.13 Canceling Sixteenth Revised Sheet No. 4.13

# PART III

# LINE EXTENSION AND SERVICE CONNECTION REGULATIONS

- 3.1 <u>APPLIES TO ALL APPLICANTS</u> These regulations apply to all applicants requesting service from the regular distribution systems of the Company for residential, commercial and industrial usage. Customers requesting service from the transmission system of the Company may require individual consideration and will be handled accordingly as they request service.
- 3.2 <u>CONNECTION OF INITIAL SERVICE</u> A \$20.00 service charge will be made for an initial connection.

|                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                    |                    |                         | Section No. I                                                                                                     | V                                                         |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--|
|                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                    |                    |                         | Original Shee                                                                                                     | et No. 4.13.1                                             |  |
| <br>3.3 <u>CONNECTION OF EXISTING SERVICE</u> - A \$19.00-service charge will be made for the connection of an existing account.                                                                                                                              |                                                                                                                                                                                                                                    |                    |                         |                                                                                                                   |                                                           |  |
| SERVICE IF NEW OR UPGRADED FACILITIES ARE REQUIRED - In accordance with F.A.C. Rule 25-6.064 this tariff section applies to requests for new or upgraded facilities. Nothing herein shall alter the charges or provisions outlined in Part VI of this tariff. |                                                                                                                                                                                                                                    |                    |                         |                                                                                                                   |                                                           |  |
|                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                    |                    |                         | or entity capable of comp<br>r upgraded facilities in ac                                                          | lying with the requirements<br>cordance with this tariff. |  |
| <u>CONTRIBUTION-IN-AID OF CONSTRUCTION (CIAC) - A CIAC shall be required from</u><br>Applicants requesting new or upgraded facilities prior to construction of the requested facilities<br>based on the formulas presented below.                             |                                                                                                                                                                                                                                    |                    |                         |                                                                                                                   |                                                           |  |
| (a) The CIAC f                                                                                                                                                                                                                                                | or ne                                                                                                                                                                                                                              | ew or upgraded o   | overhead f              | acilities (CIAC <sub>OH</sub> ) shall l                                                                           | be calculated as follows:                                 |  |
| CIAC <sub>OH</sub>                                                                                                                                                                                                                                            | =<br>(i)                                                                                                                                                                                                                           |                    | eilities<br>service dro | Four years expected<br>incremental base<br>energy revenue<br>op and meter shall be ex<br>cost for new overhead fa |                                                           |  |
|                                                                                                                                                                                                                                                               | <ul> <li>(ii) The net book value and cost of removal, net of the salvage value, for<br/>existing facilities shall be included in the total estimated work order<br/>job cost for upgrades to those existing facilities.</li> </ul> |                    |                         |                                                                                                                   |                                                           |  |
| (iii) The expected annual base energy and demand charge revenues<br>shall be estimated for a period ending not more than 5 years after<br>the new or upgraded facilities are placed in service.                                                               |                                                                                                                                                                                                                                    |                    |                         |                                                                                                                   |                                                           |  |
|                                                                                                                                                                                                                                                               | (iv)                                                                                                                                                                                                                               | In no instance s   | shall the C             | AC <sub>OH</sub> be less than zero                                                                                | ).                                                        |  |
| (b) The CIAC                                                                                                                                                                                                                                                  | for r                                                                                                                                                                                                                              | new or upgraded    | undergrou               | ind facilities (CIAC <sub>UG</sub> ) s                                                                            | hall be calculated as follows:                            |  |
| CIAC <sub>UG</sub>                                                                                                                                                                                                                                            | =                                                                                                                                                                                                                                  | CIAC <sub>OH</sub> |                         | ted difference between the vice underground and over                                                              |                                                           |  |
|                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                    |                    |                         |                                                                                                                   |                                                           |  |
|                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                    |                    |                         |                                                                                                                   |                                                           |  |
|                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                    |                    |                         |                                                                                                                   |                                                           |  |
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|                                                                                                                                                                                                                                                               | iffanv                                                                                                                                                                                                                             | Cohon              |                         |                                                                                                                   |                                                           |  |

Section No. IV Original Sheet No. 4.13.1

<u>CIAC TRUE-UP</u> - An Applicant may request a one-time review of a paid CIAC amount within 12 months following the in-service date of the new or upgraded facilities. Upon receiving a request, which must be in writing, the Company shall true-up the CIAC to reflect the actual construction costs and a revised estimate of base revenues. The revised estimate of base revenues shall be developed from the actual base revenues received at the time the request is made. If the true-up calculation result is different from the paid CIAC amount, the Company will either issue a refund or an invoice for this difference. This CIAC review is available only to an initial Applicant who paid the original full CIAC amount, not to any other Applicants who may be required to pay a pro-rata share as described in PRORATION OF CIAC.

<u>PRORATION OF CIAC</u> - CIAC is proratable if more Applicants than the Initial Applicant are expected to be served by the new or upgraded facilities ("New Facilities") within the three-year period following the in-service date. The Company shall collect the full CIAC amount from the Initial Applicant. Thereafter, the Company shall collect, and pay to the Initial Applicant, a prorata share of the CIAC from each additional Applicant to be served from these New Facilities until the three-year period has expired, or until the number of Applicants served by the New Facilities equals the number originally expected to be served during the three-year period, whichever comes first. Any CIAC or pro-rata share amount due from an Applicant shall be paid prior to construction. For purposes of this tariff, the New Facilities' in-service date is defined as the date on which the New Facilities are installed and service is available to the Initial Applicant, as determined by the Company.

Section No. IV Fifteenth Revised Sheet No. 4.14 Canceling Fourteenth Revised Sheet No. 4.14

- 3.5 <u>LIMITATIONS ON THREE PHASE SERVICE</u> In general, the Company will furnish single phase service for any residential or commercial loads involving no single motor larger than five horsepower. It has never contemplated supplying service to any motor rated at three horsepower or smaller at three phase anywhere. Therefore, unless already available, three phase service will not be furnished for residential loads or for commercial loads where no commercial motor exceeds three horsepower until the Customer makes a contribution to the Company equal to the excess of the cost of providing three phase service over the cost of furnishing service to such load at single phase.
- 3.6 <u>UNDERGROUND SERVICE IN AN OVERHEAD AREA</u> Conversion of existing overhead facilities to underground shall be handled in accordance with the provisions of Part VI UNDERGROUND DISTRIBUTION FACILITIES.
- 3.7 <u>CONNECTION OF TEMPORARY SERVICE</u> Where the Company's distribution circuits are already in place on the pole adjacent to the Customer's premises requiring only the installation of a service drop and meter, the Company will place the service drop and meter completing the connection to provide temporary service. The service drop and meter installation shall not exceed 200 amperes and must utilize self-contained, non-demand metering.

### Section No. IV Original Sheet No. 4.14.1

# 3.7.1 TEMPORARY/CONSTRUCTION SERVICE

#### APPLICATION:

For temporary electric service to installations such as fairs, exhibitions, construction projects, displays and similar installations.

#### SERVICE:

Single phase or three phase, 60 hertz at the available standard secondary distribution voltage. This service is available only when the Company has existing capacity in lines, transformers and other equipment at the requested point of delivery. The Customer's service entrance electrical cable shall not exceed 200 Amp capacity.

#### CHARGE:

The non-refundable charge must be paid in advance of installation of such facilities which shall include service and metering equipment.

| Installing and removing overhead service and meter | \$402.48 |
|----------------------------------------------------|----------|
|                                                    |          |

Connecting and disconnecting Customer's service cable to Company's direct-buried underground facilities including installation and removal of meter

## MONTHLY RATE:

This temporary service shall be billed under the appropriate rate schedule applicable to commercial and industrial type installations.

\$242.70

#### SPECIAL CONDITIONS:

If specific electrical service other than that stated above is required, the Company, at the Customer's request, will provide such service based on the estimated cost of labor for installing and removing such additional electrical equipment. This estimated cost will be payable in advance to the Company and subject to adjustment after removal of the required facilities. All Temporary/Construction services shall be subject to all of the applicable Rules, Regulations and Tariff charges of the Company, including Service Charges.

Eighth Revised Sheet No. 4.15 Canceling Seventh Revised Sheet No. 4. 15

- 3.8 The Company makes special arrangements for floor surfacing, polishing, finishing or other similar motor driven equipment. Customer will make arrangements with the Company for such special service.
- 3.9 Extensions for subdivisions for real estate development purposes will be made only by special contract.
- 3.10 <u>RELOCATION OR REMOVAL OF EXISTING FACILITIES -</u> If the Company is required to relocate or remove existing facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant. These costs will include the costs of relocation or removal plus the in-place value (less salvage) of the facilities so removed. Any additional costs due to existing landscaping, pavement or unusual conditions shall also be borne by the Applicant. In the event that overhead facilities are being replaced with underground, any differential cost shall be handled in accordance with the provisions of Part VI, Underground Distribution Facilities.

# PART IV BILLING AND METERING REGULATIONS

4.1 The Rate Schedules of the Company contemplate the service will be supplied to each separate premise as one Customer. Where a Customer, for any reason, requires the installation of more than one meter by the Company each meter will be billed as a separate Customer. The Customer must provide a self-contained meter socket or enclosure on his premises. The type shall be determined by the Company's approved list and the location shall be determined by the Company. All self-contained meter sockets and self-contained meter enclosures which become deteriorated shall be replaced by the Customer. The electricity used by the same person, firm or corporation at different premises will not be combined and billed as one Customer.

**ISSUED BY**: Travis Bowden **EFFECTIVE**: December 19, 1995

Section No. IV Second Revised Sheet No. 4.15.1 Canceling First Revised Sheet No. 4.15.1

# 4.1 (Continued)

Individual electric metering by the Company shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperatives, marinas, and trailer, mobile home, and recreational vehicle parks for which construction was commenced after January 1, 1981. This requirement shall apply whether or not the facility is engaged in a time-s haring plan. Individual electric meters shall not, however, be required:

- 1. In those portions of a commercial establishment where the floor space dimensions or physical configuration of the units are subject to alteration on, as evidenced by non-structural element partition walls, un less the utility determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;
- 2. For electricity used in central heating, ventilating and air conditioning systems, or electric back up service to storage heating and cooling systems;
- 3. For electricity used in specialized-use housing accommodations such as hospitals, nursing homes, living facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities certificated under Chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, and similar facilities.
- 4. For separate, specially-designated areas for overnight occupancy at trailer, mobile home and recreational vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means.

Where individual metering is not required and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering may be used by the customer of record or the owner of such facility solely for the purpose of al locating the cost of the electricity billed by the utility. Any fees or charges collected by a customer of record for electricity billed to the customer's account by the utility, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the customer of record for no more than the customer's actual cost of electricity.

4.2 No individual or person is authorized to receive service through the meter installed for a Customer on a neighboring premise, and the connection of one premise with another for the purpose of obtaining service through one meter is an unauthorized practice and shall be deemed as receiving service without full compensation to the Company therefore. The Company

Section No. IV Fourth Revised Sheet No. 4.16 Canceling Third Revised Sheet No. 4.16

4.2 (continued)

reserves the right to discontinue service to any Customer who violates this rule.

- 4.3 Deleted.
- 4.4 The Company will furnish and install without expense to the Customer, such metering equipment as is necessary to measure the electric service supplied in accordance with the requirements of the Rate Schedule.
  - 4.4.1 <u>Net Metering of Customer-Owned Renewable Generation</u> For customer-owned renewable generation eligible for net metering pursuant to Rule 25-6.065, Florida Administrative Code, monthly billing will be prepared in the following manner:

During any month, customers with renewable generation equipment that have executed an interconnection agreement with the Company will be charged for energy (kWh) delivered by the Company in excess of the energy (kWh) supplied by the customer's renewable generation in accordance with the applicable rate schedule. The customer, at their sole discretion, may choose to take service under the Company's standby or supplemental service rate, if available. If energy (kWh) supplied by the customer's renewable generation exceeds energy (kWh) delivered by the Company, such excess energy (kWh) will offset the customer's energy (kWh) consumption for the next month(s).

All excess energy (kWh) from the customer's renewable generation will be accumulated and used to offset energy (kWh) delivered by the Company in subsequent months for a period of not more than twelve months. At the end of each calendar year, any unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule. In the event a customer closes the account, unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule.

- 4.5 Damaged meters, any indications of tampering with meter, or broken seals, will constitute ground for question as to accuracy of meter registration. Should the meter fail to register properly, bill will be estimated based either upon a reading taken during the next billing period after meter has been repaired or replaced, upon the amount charged during a previous corresponding period, or upon such other reasonable basis as may apply to the particular service at the discretion of the Company. Correction of mistakes in meter readings and billings will be made when discovered by adding or deducting the proper amount to or from bill.
- 4.6 Meters will be read at regular intervals monthly, in groups known as routes, the reading date of any particular meter depending upon the route in which it is located. Bills will be rendered as soon as practicable after meters are read each month and shall be due and payable at the office of the Company when rendered. All billing of demand and/or energy will be based upon the Company's meter readings or Company pulse data.
- 4.7 The Customer shall at all times take and use electric energy in such a manner that the power factor shall be as near 100% as possible and when

**ISSUED BY:** Charles S. Boyett **EFFECTIVE:** March 29, 2019

Section No. IV Second Revised Sheet No. 4.17 Canceling First Revised Sheet No. 4.17

4.7 (continued)

the actual power factor is found to be less than 90% the Company may adjust the capacity or demand portions of its applicable rate schedules as provided in such schedules.

- 4.8 The charges set forth in the rate schedules of the Company are based upon billing periods of approximately one month. In the case of first billing of new accounts, final billing of all accounts where the period covered by the billing involves a fraction of a month, and regular bills where the period covered by the billing is less than 25 days, the applicable charges specified in the rate schedule will be calculated in the proportion that the actual number of service days, including day of final readings, bears to a 30-day month.
- 4.9 The Customer shall give notice to the Company at least three days before vacating the premises or prior to the time he wishes the service discontinued, in order that the final meter reading can be taken and any property of the Company removed. The Customer shall be liable for any electricity that may be used through the meter, as well as for the meter and the Company's other property until the expiration of three days after such notice to discontinue has been given.
- 4.10 The Company reserves the right at any time to install check meters at its own expense and to render bills to customers in accordance with the registration of such check meters.
- 4.11 <u>REFUSAL OR DISCONTINUANCE OF SERVICE -</u> Until adequate facilities, can be provided, the Company may refuse to serve an Applicant if, in the best judgement of the Company, it does not have adequate facilities to render the service applied for.

**ISSUED BY:** D. L. Mccrary **EFFECTIVE:** May 6, 1993

Section IV Original Sheet No. 4.17.1

(Continued)

(1) The Company may refuse to serve any person whose service requirements or equipment is of a character that is likely to affect unfavorably service to other customers.

(2) The Company may refuse to render any service other than that character of service which is normally furnished, unless such service is readily available.

(3) The Company shall not be required to furnish service under conditions requiring operation in parallel with generating equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other customers or with service furnished by others.

If the Company refuses service for any reason specified in this subsection, the Company shall notify the Applicant for service as soon as practicable, pursuant to subsection (7), of the reason for refusal of service. If the Company will discontinue service, the Company shall notify the Customer at least five (5) working days prior to discontinuance that service will cease unless the deficiency is corrected in compliance with the Company's regulations, resolved through mutual agreement, or successfully disputed by the Customer. The five-day notice provision does not apply to paragraphs (h), (i), or (j). In all instances involving refusal or discontinuance of service, the Company shall advise in its notice that persons dissatisfied with the Company's decision to

**ISSUED BY**: D. L. McCrary **EFFECTIVE:** May 6, 1993

# Section No. IV Original Sheet No. 4.17.2

# (Continued)

refuse or discontinue service may register their complaint with the Company's customer relations personnel and to the Florida Public Service Commission at 1-800-342-3552, which is a toll free number. As applicable, the Company may refuse or discontinue service under the following conditions:

• For noncompliance with and/or violation of any state or municipal law or regulation governing electric service.

• For failure or refusal of the Customer to correct any deficiencies or defects in the Customer's wiring and/or equipment which are reported to the Customer by the Company.

• For the use of energy for any other property or purpose than that described in the application.

• For failure or refusal to provide adequate space for the meter and service equipment of the Company.

• For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's credit regulation found in paragraph 2.1 of the Company's tariff, provided that written notice, separate and apart from any bill for service, be given the Customer.

(f) For neglect or refusal to provide safe and reasonable access to the Company for the purpose of reading meters or inspection and maintenance of equipment owned by the Company, provided that written notice, separate and apart from any bill for service, be given the Customer.

(g) For nonpayment of bills or noncompliance with the Company's rules and regulations, and only after there has been a diligent attempt to have the Customer comply including at

Section No. IV Original Sheet No. 4.17.3

# (Continued)

least five working days' written notice to the Customer such notice being separate and apart from any bill for service, provided that those customers who so desire may designate a third party in the Company's service area to receive a copy of such delinquent notice. For purposes of this subsection, "working day" means any day on which the Company's business office is open and the U.S. Mail is delivered. The Company shall not, however, refuse or discontinue service for nonpayment of a dishonored check service charge imposed by the Company.

(h) Without notice in the event of a condition known to the Company to be hazardous.

(i) Without notice in the event of tampering with meters or other facilities furnished and owned by the Company.

(j) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make at the Customer's own expense all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use.

- (6) Service shall be restored when cause for discontinuance has been satisfactorily adjusted.
- (7) In case of refusal to establish service, or whenever service is intentionally discontinued by the Company for other than routine maintenance, the Company shall notify the Applicant or Customer in

**ISSUED BY:** D. L. Mc Crary **EFFECTIVE:** May 6, 1993

Section No. IV Second Revised Sheet No. 4.17.4 Canceling First Revised Sheet No. 4.17.4

(Continued)

writing of the reason for such refusal or discontinuance.

(8) The following shall not constitute sufficient cause for refusal or discontinuance of service to an Applicant or Customer:

(a) Delinquency in payment for service by a previous occupant of the premises unless the current Applicant or Customer occupied the premises at the time the delinquency occurred and the previous Customer continues to occupy the premises and such previous Customer shall benefit from such service.

- (b) Failure to pay for a service rendered by the Company which is nonregulated.
- (c) Failure to pay for a different class of service.
- (d) Failure to pay the bill of another Customer as guarantor thereof.
- (e) Failure to pay a dishonored check service charge imposed by the Company.

(9) The Company shall not discontinue service to any noncommercial customer between 12:00 noon on a Friday and 8:00 a.m. the following Monday or between 12:00 noon on the day preceding a holiday and 8:00 a.m. the next working day. Provided, however, this prohibition shall not apply when:

(a) Discontinuance is requested by or agreed to by the Customer; or

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Section No. IV Eighth Revised Sheet No. 4.18 Canceling Seventh Revised Sheet No. 4.18

(b) A hazardous condition exists; or

(c) Meters or other Company owned facilities have been tampered with; or

(d) Service is being obtained fraudulently or is being used for unlawful purposes. Holiday as used in this subsection shall mean New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.

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

- 4.12 INVESTIGATION OF UNAUTHORIZED USE TAMPERING WITH METERS Title to meters and metering equipment shall be and remain in the Company. Unauthorized connections to, or tampering with the Company's meter or meters, meter seals, or metering equipment, or indications or evidence thereof, subjects the Customer to immediate discontinuance of service, prosecution under the laws of Florida adjustment of prior bills for services rendered a tampering penalty of \$500.00 for residential and non-demand commercial customers and \$2,500.00 for all other customers, and to liability for reimbursement to the Company for all extra expenses incurred as a result thereof;. The reimbursement for extra expenses incurred as a result of the investigation or as a result thereof shall be the actual amount of such extra expenses, but in any event shall not be less than the sum of \$75.00, and shall be in addition to any charges for service rendered or charges for restoration of service as provided elsewhere in these rules.
- 4.13 <u>RESTORATION OF SERVICE (AFTER VIOLATION OF RULES)</u> The Company shall not be required to restore service after being discontinued in accordance with Rules 4.11 or 4.12 above until the Customer has complied with all reasonable rules of the Company designed to prevent a recurrence, and the Company has been reimbursed for the full amount of service rendered and paid a service charge for restoration of service as provided in paragraph 5.3 of these Rules.
- 4.14 <u>TESTING OF METERS AND RESULTING ADJUSTMENTS</u> The Company shall, upon request, test any meter or meters, in accordance with Commission Rule 25-6.052, through which the Customer is receiving service. There will be no charge for such test provided that the meter has not been tested by the Company or the Florida Public Service Commission within twelve (12) months previous to such request. If the Customer requests a meter test more frequently, the Company may require a deposit, not to exceed fifteen dollars (\$15.00), to defray cost of testing.

Section No. IV Sixth Revised Sheet No. 4.19 Canceling Fifth Revised Sheet No. 4.19

(continued)

If the test shows the meter to be accurate within:

- (a) Two percent (2%) fast or slow for watthour meters;
- (b) Four percent (4%) fast or slow for demand meters;

the deposit may be retained by the Company as a service charge for conducting the test; if the test shows otherwise, the deposit shall be refunded and adjustments in billing, determined in accordance with Commission Rule 25-6.103, shall be made as follows:

- 4.14.1 Fast Meter The Company shall refund to the Customer an amount equal to the excess charged for one-half the period since the last test, said one-half period not to exceed twelve (12) months. However, if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to such time but not beyond such date based upon available records. No part of any minimum charge shall be refunded.
- 4.14.2 <u>Slow, Non-Registering, or Partially Registering Meter</u> The Company may not backbill for any period greater than twelve (12) months from the date it notifies a customer that his or her meter is slow, non-registering, or partially registering. If it can be ascertained that the meter was slow, non-registering, or partially registering for less than twelve (12) months prior to notification, then the utility may back bill only for the lesser period of time.
- 4.14.3 <u>Creeping Meter</u> If a meter is found to have a registration error due to "creep", in excess of one revolution in ten minutes, the Company will refund to the Customer an amount to compensate for the creeping. The error shall be calculated by timing the rate of "creeping" and assuming that the creeping affected the registration of the meter for twenty-five percent (25%) of the time, unless a more accurate estimate of the percentage of time the meter should have been inactive can be obtained.
- 4.14.4 <u>Improper Metering Due to Electrical Contractor Error</u> If the Company determines that a service location has not previously been properly metered through errors of an electrical contractor, the Company may backbill for up to four years from the date of notice to the Customer that the error has been discovered.
- 4.15 <u>RETURNED PAYMENT CHARGE</u> As allowed by Florida Statute 68.065 shall apply for each check or draft dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the Returned Payment Charge.

Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

Section No. IV Original Sheet No. 4.19.1

4.16 LATE PAYMENT CHARGE - Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local government entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local government entities, agencies, and instrumentalities, agencies, and instrumentalities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

Section No. IV Tenth Revised Sheet No. 4.20 Canceling Ninth Revised Sheet No. 4.20 PART V CONTRACT AND ENFORCEMENT REGULATIONS 5.1 CUTOFF REGULATIONS - Bills for service are payable monthly, unless otherwise stated in rate schedules, and are considered delinquent after the expiration of twenty (20) days from the date of mailing or delivery by the utility. If not paid at the Company's office or other designated place by the delinquent date, the Company at any time thereafter may suspend service after giving five (5) day's written notice to the customer of such delinquency and of the Company's intention to discontinue service. Such written notice will be separate and apart from any bill for service. If the amount due remains unpaid after suspension of service, the Company may treat the contract as canceled and at an end. 5.2 EXTENSION OF TIME FOR PAYMENT OF BILL - The Company may, however, extend the time for paying any one or more bills, or any part thereof, and its action in so doing shall be without prejudice to its rights thereafter to suspend service as provided in these rules; and by so doing, the Company shall not be held or considered as waiving its rights or its option thereafter to suspend service and/or treat the contract as canceled and at an end. 5.3 RECONNECTION CHARGE - A \$29.00 Reconnection Charge will be made for the reconnection of service after disconnection for nonpayment or violation of a rule or regulation. 5.4 FIELD VISIT CHARGE - Whenever payment for service is delinquent and a field visit is made to a customer's premise, a \$31.00 fee will be added to a customer's bill for electric service. If service is disconnected, this charge will not be applied. 5.5 FAULTY WIRING ON CUSTOMER'S PREMISES - The Company reserves the right to disconnect from its lines, or to refuse to connect to its lines, any Customer or applicant whose wiring is not in accordance with standard good practice; however, the Company does not assume any responsibility for installation or maintenance inspection of Customer's wiring or installation. 5.6 MEDICALLY ESSENTIAL SERVICE - For purposes of this section, a Medically Essential Service Customer is a residential customer whose electric service is medically essential, as affirmed through the certificate of a doctor of medicine licensed to practice in the State of Florida. Service is "medically essential" if the customer has continuously operating electric-powered medical equipment necessary to sustain the life of or avoid serious medical complications requiring immediate hospitalization of the customer or another permanent resident at the service address. The Physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of electric service is medically essential, and shall be in the form of Form no. 37. A customer who is certified as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The Company may require certification no more frequently than 12 months. The Company shall provide Medically Essential Service Customers with a limited extension of time, not to exceed thirty (30) days, beyond the date service would normally be subject to disconnection for non- payment of bills (following the requisite notice pursuant to Rule 25-6.105(5) of the Florida Administrative Code). The Company shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension. The Medically Essential Service

Section No. IV Eleventh Revised Sheet No. 4.21 Canceling Tenth Revised Sheet No. 4.21

(Continued)

Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for service provided by the Company and for which payment is past due, or to make other arrangements for meeting medically essential needs.

No later than 12 noon one day prior to the scheduled disconnection of service of a MedicallyEssential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other adult resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4 p.m. of the day prior to scheduled disconnection. If contact is not made, however, the Company may leave written notification at the residence advising the Medically Essential Service Customer of the scheduled disconnect date; thereafter, the Company may disconnect service on the specified date. The Company will grant special consideration to a Medically Essential Service Customer in the application of Rule 25- 6.097(3) of the Florida Administrative Code.

In the event that a customer is certified as a Medically Essential Customer, the customer shall remain solely responsible for any backup equipment and/or power supply and a planned course of action in the event of a power outage. The Company does not assume, and expressly disclaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service; to insure continuous service; to call, contact, or otherwise advise of service interruptions; or, except expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operations of the Company.

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Section No. IV Ninth Revised Sheet No. 4.22 Canceling Eighth Revised Sheet No. 4.22

#### PART VI

#### UNDERGROUND DISTRIBUTION FACILITIES

6.1 The following words and terms, when used in these Rules, shall have the meaning indicated:

<u>APPLICANT</u> - Any person, partnership, association, corporation, or governmental agency controlling or responsible for the development of a new subdivision or dwelling unit, commercial project or individual enterprise and applying for the construction of underground electric distribution facilities.

<u>BACKBONE</u> – The distribution system, excluding feeder and that portion of the service lateral which is on the lot being served by that service lateral.

<u>BUILDING</u> - Any structure, within a subdivision, designed for residential occupancy and containing less than five (5) individual dwelling units, excluding a townhouse unit.

<u>CABLE IN CONDUIT SYSTEM</u> – Underground residential distribution systems where all underground primary, secondary, service, and street light conductors are installed in direct buried conduit. Other facilities associated with cable in conduit, such as transformers, may be above ground.

COMMISSION - The Florida Public Service Commission.

<u>COMPANY</u> – Gulf Power Company

<u>DISTRIBUTION SYSTEM</u> - Electric service facilities consisting of primary and secondary conductors, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

<u>DWELLING UNIT</u> – A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

<u>FEEDER MAIN</u> - A three-phase primary installation, including switches, which serves as a source for primary laterals and loops through suitable overcurrent devices.

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

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

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

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

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

<u>SERVICE LATERAL</u> - The entire length of underground service conductors and conduit between the distribution source, including any risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the Service Entrance Conductors in a terminal or meter box outside the building wall.

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

SUBDIVISION - The tract of land which is divided into five (5) or more building lots or upon which five or more separate dwelling units are to be located, or the land on which is to be constructed new multiple-occupancy buildings.

#### Section No. IV Fifth Revised Sheet No. 4.23 Canceling Fourth Revised Sheet No. 4.23

TRENCH MILE - The length of trench in miles required for underground primary cables.

<u>TOWNHOUSE</u> - A one-family dwelling unit of a group such that units are separated only by fire walls. Each townhouse unit shall be constructed upon a separate lot and serviced with separate utilities and shall otherwise be independent of one another.

#### 6.2 GENERAL

#### 6.2.1 Application

Underground electric distribution facilities may be offered in lieu of overhead facilities in accordance with these Rules and Regulations.

- (a) New Residential Subdivisions (SECTION 6.3)
- (b) New Service Laterals from Overhead Systems (SECTION 6.4)
- (c) Replacement of Existing Overhead and Underground Service Laterals (SECTION 6.5)
- (d) New Multiple-Occupancy Buildings (SECTION 6.6)
- (e) Installation of Underground Electric Distribution Facilities for New Construction (SECTION 6.7)
- (f) Installation of Underground Electric Distribution Facilities for Conversion of Overhead Electric Distribution Facilities (SECTION 6.8)
- (g) Installation of Underground Electric Distribution Facilities to Small Commercial/Industrial Customers (SECTION 6.9)

# 6.2.2 Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. It is the Applicant's responsibility to insure that close cooperation is maintained with the Company throughout the planning and construction stages by the architect, the builder, and the consulting engineers to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company.

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Agreement for Underground Construction Standards under Standard Contract Forms. Failure to execute said agreement within 180 days after the delivery by Gulf Power Company of a binding cost estimate shall result in forfeiture of the deposit made. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause Gulf may extend the 180-day time limit. Upon execution of the Agreement for Underground Construction Standards, payment in full of the differential cost specified in the binding cost estimate, and compliance with the requirements of this tariff, Gulf shall proceed to install the facilities identified in a timely manner.

As a condition precedent to the conversion of any overhead distribution facilities, the Company may require that the Applicant obtain executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide Gulf with a copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensee will coordinate the conversion with Gulf and other licensees in a timely manner so as to not create unnecessary delays. Failure to present to Gulf Power Company executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost agreement to the Applicant shall result in forfeiture of the deposit paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, and the termination of any Agreement For Underground Construction Standards entered into between the Applicant and Gulf Power Company.

#### 6.2.3 Changes to Plans

The Applicant shall pay for all additional costs imposed on the Company by the Applicant including, but not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to the agreement in the subdivision layout or final grade.

Section No. IV Eighth Revised Sheet No. 4.24 Canceling Seventh Revised Sheet No. 4.24

#### 6.2.4 Underground Installations Not Covered

Where the Applicant requests or government ordinance mandates underground electric facilities including, but not limited to, three phase primary feeder mains, transformers, pedestal mounted terminals, switching equipment, meter cabinets, service laterals, or other electrical facilities not specifically covered by these Rules and Regulations, or in areas where the terrain, loads, and/or equipment are not typical, and where overhead facilities would otherwise normally be provided, the Applicant shall pay the Company the differential installed cost between the underground facilities and the equivalent overhead facilities as calculated by the Company. The Applicant shall also provide the necessary rights of way and easements as given in Section 6.2.7.

# 6.2.5 <u>Type of System Provided</u>

The costs quoted in these rules are for underground residential distribution service laterals, secondary and primary conductors of standard Company design with cable in conduit and above-grade appurtenances. Unless otherwise stated, service provided will be 120/240 volt, single phase. If other types of facilities other than standard Company design are requested by the Applicant or required by governmental authority, the Applicant will pay the additional costs, as calculated by the Company, if any. All service laterals and secondary and single phase primary conductors shall be underground. Appurtenances such as transformers, pedestal-mounted terminals, switching equipment, and meter cabinets may be placed above ground. Feeder mains required within a subdivision may be overhead if the Applicant and the Company determine that the additional cost of underground is not justified for that particular location, unless otherwise required by governmental authority, in which case the differential cost will be borne by the Applicant or governmental authority.

#### 6.2.6 Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service.

#### 6.2.7 Rights of Way and Easements

The Company shall construct, own, operate, and maintain distribution facilities only along easements, public streets, roads, and highways which the Company has legal right to occupy. The Applicant shall record and furnish satisfactory rights of way and easements, including legal descriptions or such easements and all survey work associated with producing legal descriptions of such easements, as required by and at no cost to the Company prior to the Company initiating construction.

Before the Company will start construction, these rights of way and easements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners, survey control points, and at transformer locations, graded to within six (6) inches of final grade, with soil stabilized, at no cost to the Company. In addition, the Applicant shall provide stakes showing final grade along the easement. Such clearing and grading must be maintained by the Applicant during construction by the utility. Should paving, grass, landscaping, or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching, backfilling, and restoring the paving, grass, landscaping, and sprinkler systems to their original condition.

#### 6.2.8 <u>Contributions and Credits</u>

The Applicant shall pay the required contribution upon receipt of written notification from the Company. No utility construction shall commence prior to completion of a written agreement and payment in full of the entire contribution. Where, by mutual agreement, the Applicant performs any of the work normally performed by the Company, the Applicant shall receive a credit for such work in accordance with the credit amounts contained herein, provided that

- a) The work is in accordance with Company specifications.
- b) The credits shall not exceed the total differential costs.
- c) The Applicant agrees to pay the Company costs associated with estimating the work to be performed by the Applicant, representing the cost of time to review and inspect the Applicant's work.
- d) The credit will be granted after the work has been inspected by the Company and, in the case of Applicantinstalled conduit, after the applicable conductors have been installed.
- e) The Company will assume ownership and maintain the completed distribution facilities, once they are determined to meet Company specifications and/or installation of cable in Applicant-installed conduit.

Section No. IV Eighteenth Revised Sheet No. 4.25 Canceling Seventeenth Revised Sheet No. 4.25

f) The Applicant agrees to rectify any deficiencies found by the Company prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to the Company's distribution system. Furthermore, the deficiencies must be corrected in a timely manner or the Company shall construct the system improvement using overhead facilities and the Applicant will have to pay the cost of such improvement and the cost of its removal before the corrected underground facilities will be connected.

Before commencing any work on the Company's behalf, the Applicant should submit Agreement for Underground Construction Standards (Section VII Form 9, under Standard Contract forms) to the Company.

#### 6.2.9 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. The Applicant shall provide accessible locations for meters when the design of a dwelling unit or its appurtenances limits perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

#### 6.2.10 Special Conditions

The costs quoted in these rules are based on conditions which permit employment of rapid construction techniques. The Applicant shall be responsible for necessary additional hand digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, boulder and large rock removal, stump removal, paving, and addressing other special conditions. Should paving, grass, landscaping or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching and backfilling and be responsible for restoration of property damaged to accommodate the installation of underground facilities.

#### 6.2.11 Point of Delivery

The point of delivery to the building shall be determined by the Company and normally will be at the point of the building nearest the point at which the underground secondary system is available to the property to be served. When a location for a point of delivery different from that designated by the Company is requested by the Applicant, and approved by the Company, the Applicant shall pay the estimated full cost of service lateral length, including labor and materials, required in excess of that which would have been needed to reach the Company's designated point of service. The additional cost per trench foot is \$9.61. Where an existing trench with existing conduit is utilized, the additional cost per trench foot is \$5.65. Where the Applicant provides the trenching and installs Company provided conduit according to Company specifications and backfilling, the cost per additional trench foot is \$5.65. Any point of delivery change requested by the Applicant shall conform to good safety and construction practices as determined by the Company. Service laterals shall be installed, where possible, in a direct line to the point of delivery.

#### 6.2.12 Location of Meter Socket & Service Entrance Facilities

The Applicant shall install a meter enclosure and downpipe to accommodate the Company's service lateral conductors at the point designated by the Company. These facilities will be installed in accordance with the Company's specifications and all applicable codes.

#### 6.2.13 Relocation or Removal of Existing Facilities

If the Company is required to relocate or remove existing facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant, as follows:

- a) For removal of existing facilities, these costs will include the costs of removal, the in-place value (less salvage) of the facilities so removed and any additional costs due to existing landscaping, pavement or unusual conditions.
- b) For relocation of existing facilities, these costs will include the costs of relocation of reusable equipment, costs of removal of equipment that cannot be reused, costs of installation of new equipment, and any additional costs due to existing landscaping, pavement or unusual conditions.

#### 6.2.14 Development of Subdivisions

The above charges are based on reasonably full and timely use of the land being developed. Where the Company is required to construct underground electric facilities through a section or sections of the subdivision or development where, in the opinion of the Company, service will not be required for at least two years, the Company may require a deposit from the Applicant before

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construction is commenced. This deposit, to guarantee performance, will be based on the estimated total cost of such facilities rather than the differential cost. The amount of the deposit, without interest, in excess of any charges for underground service will be returned to the applicant on a pro-rata basis at quarterly intervals on the basis of installations to new customers. Any portion of such deposit remaining unrefunded, after five years from the date the Company is first ready to render service from the extension, will be retained by the Company.

#### 6.2.15 Service Lateral Conductor

All residential Tariff charges are based on a single service conductor installed in a single 2" conduit, limited to a maximum size of 4/0 triplex. All parallel services, or any single services requiring service conductor larger than 4/0 triplex, require additional charges determined by specific cost estimate.

#### 6.2.16 Damage to Company's Equipment

The Applicant shall be responsible to ensure that the Company's distribution facilities once installed, are not damaged, destroyed, or otherwise disturbed during the construction of the project. This responsibility shall extend not only to those in his employ, but also to his subcontractors. Should damage occur, the Applicant shall be responsible for the full cost of repairs.

## 6.3 UNDERGROUND DISTRIBUTION FACILITIES FOR NEW RESIDENTIAL SUBDIVISIONS

#### 6.3.1 Availability

After receipt of proper application and compliance by the Applicant with applicable Company rules and procedures, the Company will install underground distribution facilities to provide single phase service to new residential subdivisions of five (5) or more building lots.

## 6.3.2 Contribution by Applicant

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

|    |                                                                       | Applicant's<br><u>Contribution</u> |
|----|-----------------------------------------------------------------------|------------------------------------|
| 1. | Where density is 6.0 or more dwelling units per acre:                 |                                    |
|    | Buildings that do not exceed four units,                              |                                    |
|    | townhouses, and mobile homes – per service lateral.                   | \$0.00                             |
|    |                                                                       |                                    |
| 2. | Where density is 0.5 or greater, but less than 6.0 dwelling units per |                                    |
|    | acre: Buildings that do not exceed four units,                        |                                    |
|    |                                                                       | <b>*</b> 2.22                      |
|    | townhouses, and mobile homes – per service lateral                    | \$0.00                             |

Where the density is less than 0.5 dwelling units per acre, or the Distribution System is of non-standard design, individual cost estimates will be used to determine the differential cost as specified in Paragraph 6.2.5.

Additional charges specified in Paragraphs 6.2.10 and 6.2.11 may also apply.

b) The above costs are based upon arrangements that will permit serving the local underground distribution system within the subdivision from overhead feeder mains. If feeder mains within the subdivision are deemed necessary by the Company to provide and/or maintain adequate service and are required by the Applicant or a governmental agency to be installed underground, the Applicant shall pay the Company the average differential cost between such underground feeder mains within the subdivision and equivalent overhead feeder mains, as determined by the Company in accordance with Paragraph 6.2.5.

|       |             | Tenth F                                                                                                                                                                          | n No. IV<br>Revised Sheet No. 4.3<br>ling Ninth Revised Sh |                                       |                            |
|-------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|----------------------------|
|       |             | c) Where primary laterals are needed to cross open areas such as golf<br>retention areas, the Applicant shall pay the average differential costs                                 |                                                            |                                       | and water                  |
|       |             | Cost per foot of primary lateral trench within the subdivision<br>1) Single Phase - per foot<br>2) Two Phase - per foot<br>3) Three Phase - per foot                             |                                                            | \$3.66<br>\$6.35<br>\$9.46            |                            |
|       |             | d) For requests for service where underground facilities to the lot line ar<br>previously paid for these facilities, the cost to install an underground                          |                                                            |                                       | :                          |
|       |             | Density less than 6.0 dwelling units peracre:<br>Density 6.0 or greater dwelling units peracre:                                                                                  |                                                            | \$529.95<br>\$590.28                  |                            |
| 6.3.3 | <u>Cont</u> | tribution Adjustments                                                                                                                                                            |                                                            |                                       |                            |
| a)    |             | lits will be allowed to the Applicant's contribution in Section 6.3.2. where, the ching and backfilling for the Company's distribution system, excluding feed                    |                                                            |                                       |                            |
|       | 1.          | Where density is 6.0 or more dwelling units per acre:                                                                                                                            | Credit t                                                   | o Applicant's Cont<br><u>Backbone</u> | ribution<br><u>Service</u> |
|       |             | Buildings not exceeding four units, townhouses, and mobile homes - per service lateral.                                                                                          |                                                            | \$103.58                              | \$149.72                   |
|       | 2.          | Where density is 0.5 or greater, but less than 6.0 dwelling units per acre:                                                                                                      |                                                            |                                       |                            |
|       |             | Buildings not exceeding four units, townhouses, and mobile homes, per so                                                                                                         | ervice lateral                                             | \$188.93                              | \$209.61                   |
| b)    |             | lits will be allowed to the Applicant's contribution in Section 6.3.2. where, t<br>icant purchases Company-specified conduit excluding feeder. This credit                       |                                                            | the                                   |                            |
|       | 1.          | Where density is 6.0 or more dwelling units peracre:                                                                                                                             |                                                            | Backbone                              | <u>Service</u>             |
|       |             | Buildings not exceeding four units, townhouses, and mobile homes - per service lateral.                                                                                          |                                                            | \$29.53                               | \$15.26                    |
|       | 2.          | Where density is 0.5 or greater, but less than 6.0 dwelling units per acre - per service lateral.                                                                                |                                                            | \$69.39                               | \$37.89                    |
|       |             | vill be allowed to the Applicant's contribution in Section 6.3.2, where, by mapany instructions:                                                                                 | utual agreement, the                                       | Applicant in accor                    | dance                      |
| c)    | prov        | ides a portion of trenching and backfilling for the Company's facilities (per<br>installs a portion of Company-provided PVC conduit (per foot of cond<br>for larger than 2" PVC: |                                                            |                                       | \$2.99<br>\$3.12           |
| d)    | purc        | hases a portion of Company-specified PVC conduit (per foot of conduit) for for larger than 2" PVC:                                                                               | or 2" PVC:                                                 |                                       | \$0.45<br>\$1.20           |
|       |             |                                                                                                                                                                                  |                                                            |                                       |                            |

|        |                                                                                                                                                                                                                                                                 | Section No. IV<br>Tenth Revised Sheet No. 4.26<br>Canceling Ninth Revised She |                                                 |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------|
| e)     | installs a Company-provided primary splice box (perbox):                                                                                                                                                                                                        |                                                                               | \$150.26                                        |
| f)     | installs a Company-provided concrete pad for a pad-mounted transfo                                                                                                                                                                                              | ormer (per pad):                                                              | \$139.58                                        |
|        | 6.4 UNDERGROUND SERVICE LATERALS FROM OVE                                                                                                                                                                                                                       | ERHEAD ELECTRIC DISTRIBU                                                      | ITIONSYSTEMS                                    |
| 6.4.1. | <u>New Underground Service Laterals</u><br>When requested by the Applicant, the Company will install undergrou<br>constructed residential buildings containing less than five separate d                                                                        |                                                                               | ad systems to newly                             |
| 6.4.2  | <u>Contribution by Applicant</u><br>The Applicant shall pay the Company the following differential cost b<br>lateral, as follows, for buildings that do not exceed four units, townho                                                                           |                                                                               | d an underground service                        |
|        |                                                                                                                                                                                                                                                                 |                                                                               | Applicant's<br><u>Contribution</u>              |
|        | a)per service lateral (includes service riser installa                                                                                                                                                                                                          | ition)                                                                        | \$759.03                                        |
|        | Additional charges specified in Paragraphs 6.2.10 and 6.2.11 may a beyond the boundaries of the property being served will be subject to cost estimates.                                                                                                        |                                                                               |                                                 |
| 6.4.3. | <u>Contribution Adjustments</u><br>Credit will be allowed to the Applicant's contribution in Section 6.4.2<br>trenching and backfilling for the Company's facilities or the Applicant<br>specifications. For buildings that do not exceed four units, townhouse | t installs Company-provided con                                               | duit per Company                                |
|        |                                                                                                                                                                                                                                                                 |                                                                               | Credit To<br>Applicant's<br><u>Contribution</u> |
|        | Installing conduit (Larger than 2"PVC) - per<br>Purchasing conduit (2"PVC) - per                                                                                                                                                                                | r foot<br>r foot<br>r foot<br>r foot                                          | \$2.99<br>\$3.12<br>\$0.45<br>\$1.20            |
|        | 6.5 UNDERGROUND SERVICE LATERALS REPLACING EXIST<br>SERVICE                                                                                                                                                                                                     |                                                                               | D AND UNDERGROUND                               |
| 6.5.1  | <u>Applicability</u><br>When requested by the Applicant, the Company will install undergrou<br>replacements for existing overhead and underground services to exis<br>individual dwelling units.                                                                |                                                                               |                                                 |
|        | <b>JED BY</b> : Tiffany Cohen<br>E <b>CTIVE</b> :                                                                                                                                                                                                               |                                                                               |                                                 |

|       | Section No. IV<br>Fourth Revised Sheet No<br>Canceling Third Revised                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 6.5.2 | <u>Rearrangement of Service Entrance</u><br>The Applicant shall be responsible for any necessary rearranging of his existing electric service<br>accommodate the proposed underground service lateral in accordance with the Company's spe                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    |
| 6.5.3 | 6.5.3 <u>Trenching and Conduit Installation</u><br>The Applicant shall also provide, at no cost to the Company, a suitable trench, perform the backfilling and any landscape, pavement or other similar repairs and install Company provided conduit according to Company specifications. When requested by the Applicant and approved by the Company, the Company may supply the trench and conduit and the Applicant shall pay for this work based on a specific cost estimate. Should paving, grass, landscaping or sprinkler systems need repair or replacement during construction, the Applicant shall be responsible for restoring the paving, grass, landscaping or sprinkler systems to the original condition. |                                    |
| 6.5.4 | Contribution by Applicant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |
|       | <ul> <li>The charge per service lateral replacing an existing<br/>Company-owned overhead service for any density shall be:</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Applicant's<br><u>Contribution</u> |
|       | 1. Where the Company provides an underground service lateral                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$759.03                           |
|       | <ul> <li>b) The charge per service lateral replacing an existing<br/>Company-owned overhead service for any density shall be:</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                    |
|       | 1. Where the service is from an overhead system:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$921.12                           |
|       | 2. Where the service is from an underground system:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$1,193.05                         |
|       | <ul> <li>c) The charge per service lateral replacing an existing Customer-owned<br/>underground service lateral from an overhead system for any density shall be:</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$549.42                           |
|       | <ul> <li>The charge per service lateral replacing an existing Customer-owned<br/>underground service lateral from an underground system for any density shall be:</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$320.35                           |
|       | The above charges include conversion of the service lateral from the last Company pole to the any other facilities such as poles, down guys, spans of secondary, etc. will be charged based of the requested additional work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |
|       | 6.6 UNDERGROUND DISTRIBUTION TO MULTIPLE-OCCUPANCY RESIDENTIAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | BUILDINGS                          |
| 6.6.1 | <u>Availability</u><br>After receipt of proper application and compliance by the Applicant with applicable Company r<br>Company will install underground distribution facilities within that tract of land upon which mult<br>buildings containing five (5) or more separate dwelling units will be constructed.                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |
| 6.6.2 | 6.6.2 <u>Contribution by Applicant</u><br>When feeder mains on tracts of land upon which multiple-occupancy buildings will be constructed are deemed necessary by<br>the Company to provide and/or maintain adequate service, an underground installation is requested by the Applicant, or<br>required by a governmental agency having the authority so to do, the Applicant shall contribute the differential costs provided<br>in Section 6.3.2.b) and 6.3.3.c). Service for new multiple-occupancy residential buildings will be constructed underground<br>within the property to be                                                                                                                                |                                    |
|       | UED BY: Tiffany Cohen<br>ECTIVE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |

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served to the point of delivery at or near the building by the Company at no charge to the Applicant (other than feeder mains). provided the Company is free to construct its service extension or extensions in the most economical manner and reasonably full use is made of the tract of land upon which the multiple-occupancy buildings will be constructed. Other conditions will require special arrangements.

#### 6.6.3 Responsibility of Applicant

The Applicant shall, at no cost to the Company:

- a) Furnish details and specifications of the proposed building or complex of buildings. The Company will use these in the design of the electric distribution facilities required to render service.
- b) Where the Company determines that transformers are to be located outside the building, the Applicant shall provide in accordance with Company specifications:
  - 1) The space for padmounted equipment at or near the building, and protective devices for such equipment, if required.
  - 2) The service entrance conductors and raceway from the Applicant's service equipment to the point of delivery designated by the Company at or near the building.
  - 3) Conduits underneath all buildings when required for the Company's supply cables. Such conduits shall extend five feet beyond the edge of the buildings for joining to the Company's facilities.
- Provide proper easements, including the right of ingress and egress for the installation, operation and maintenance of the c) Company's facilities.
- d) Ensure that the metering enclosures are appropriately marked with the same alphabetic or numeric designation used to identify the service address. Such markings shall be of a permanent nature.

#### 6.6.4 Responsibility of the Company The Company will:

- a) Provide the Applicant with the Company's plans to supply the proposed building or complex of buildings, and specifications for the facilities to be provided by the Applicant.
- b) Furnish and install the primary or secondary conductors from existing or proposed facilities adjoining the property to the point of delivery, together with the ducts, if required, outside the building.
- Furnish and install the necessary transformers and associated equipment located outside the building. c)
- d) Be solely responsible for the installation, operation and maintenance of all of its facilities.

#### 6.6.5 Service Voltages

The Company will supply service at one of the several secondary voltages available as mutually agreed upon between the Applicant and the Company.

#### 6.6.6 Meter Sockets and Service Entrance Facilities

The Applicant shall install service entrance facilities including meter sockets or suitable facilities for installation of the Company's meters at a location suitable to the Company. Meter sockets of facilities for installation of the Company's meters shall be a type and manufacture approved by the Company.

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## 6.7 INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR NEW CONSTRUCTION

This section of the tariff applies to either requests for new or upgraded facilities, or requests to convert overhead electric distribution facilities. Nothing herein shall alter the charges or provisions outlined in sections 6.3, 6.4, 6.5, or 6.6 of this tariff.

#### 6.7.1 Definitions

<u>Applicant</u> – Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

<u>Conversion</u> – Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

#### **DistributionSystem**

Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

#### 6.7.2 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will constitute new construction, other than those requests covered by sections 6.3, 6.4, .5, 6.6, and 6.8 of this tariff. Any Applicant may submit a request as follows. Requests shall be in writing and must specify in detail the proposed facilities that the Applicant desires to be installed as underground electric distribution facilities in lieu of overhead electric distribution facilities. Upon receipt of a written request the Company will determine the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount. Where system integrity would be compromised by the delay of a system improvement due to the time allowances specified below, said time allowances shall be reduced such that all terms and conditions of this tariff must be met 30 days prior to the date that construction must begin to allow the underground facility to be completed and operable to avert a system compromise.

#### 6.7.3 Contribution-In-Aid-of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, the Company shall prepare a binding cost estimate specifying the contribution-in-aid-of-construction (CIAC) required for the installation of the requested underground distribution facilities in addition to any CIAC required for facilities extension, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Agreement for Underground Electric Construction by the Utility. The CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Agreement for Underground electric distribution facilities and provide solution of the estimate along with a provide solution of the requested underground electric Construction. The binding cost estimate for the applicant of the applicant shall be considered expired if the Applicant does not enter into an Agreement for Underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by the Company.

The charge to be paid by the Applicant for underground facilities pursuant to the contractual agreement shall be determined as follows:

CIAC =

- Construction costs for the underground distribution facilities, including the
- underground service lateral(s) to the meter(s) of the customer(s)
- The net present value of the operating cost over the expected life of the underground facilities;
- The estimated construction cost to build new overhead facilities including the service drop(s) to the meter(s) of the customer(s)
- The net present value of the operating cost over the expected life of the overhead facilities.

#### 6.7.4 Non-Refundable Deposits

A deposit must be paid to the Company, along with a completed copy of Application for Underground Cost Estimate in Standard Contract Forms to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Agreement for Underground Electric Construction by the Utility.

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#### (continue from 4.27.1)

If the request for underground electric distribution facilities involves less than 250 proposed trench feet then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply. Otherwise, the non-refundable deposit for a binding cost estimate, which approximates the engineering costs for underground facilities associated with preparing the requested estimate, shall be calculated as follows:

#### Conversion

| Convolution         |                                    |
|---------------------|------------------------------------|
| Urban Commercial    | \$5,227 per overhead primary mile  |
| Urban Residential   | \$8,510 per overhead primary mile  |
| Rural Residential   | \$6,905 per overhead primary mile  |
| 210 Lot Subdivision | \$6,550 per overhead primary mile  |
| 176 Lot Subdivision | \$11,452 per overhead primary mile |
|                     |                                    |

#### 6.7.5 Non-Binding Cost Estimates

An Applicant may obtain a non-binding estimate of the charges the Applicant would be obligated to pay in order for the Company to provide underground distribution facilities. This non-binding estimate will be provided to the Applicant without any charge or fee upon completion of the Application for Underground Cost Estimate set forth in Standard Contract Forms.

#### 6.7.6 Underground Distribution Facilities Installation Agreement

Any Applicant seeking the installation of underground distribution facilities shall execute the Application for Underground Cost Estimate in Standard Contract Forms. The Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the Agreement and pay the CIAC specified in the agreement within the 180-day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause the Company may extend the 180-day time limit. Upon execution of the Application for Underground Cost Estimate in Standard Contract Forms, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, the Company shall proceed to install the facilities identified in a timely manner.

#### 6.7.7 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Agreement for Underground Electric Construction by the Utility, the Applicant shall provide to the Company and record, at no cost to the Company, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by the Company to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Agreement for Underground Electric Construction by the Utility entered into between the Applicant and the Company. Before the Company will commence construction, those rights of way and easements, contained within the boundaries of a development for which the underground electric distribution facilities are to be installed for new service, shall be staked to show property corners, transformer locations, and survey control points, graded to within six inches of final grade, with soil stabilized, and also

#### 6.7.8 Early Notification and Coordination

In order for the Company to provide service when requested, it is necessary that the Applicant notify the Company during the early stages of major project planning. In matters requiring new service extensions close coordination is necessary throughout the planning and construction stages by the Company, the architect, the builder, the subcontractors and the consulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant being responsible for any additional costs incurred by the Company as a result of said failure.

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(continue from 4.27.1.1)

#### 6.7.9 Changes to Plans, Layout or Grade

The Applicant shall pay for any additional costs incurred by the Company due to changes in the development layout or final grade made by the Applicant subsequent to the development layout or final grade information supplied to the Company for the preparation of the binding cost estimate.

#### 6.7.10 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. Where construction is for the purpose of new service the Applicant shall provide accessible locations for meters when the design of a building or its appurtenances limit perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

6.7.11 <u>Other Terms and Conditions</u> The Applicant agrees to the following:

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

b) The Applicant shall indemnify the Company from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;

c) The Applicant shall clear easements provided to the Company of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with the Company's construction schedule.

## 6.7.12 Type of System Provided

An underground distribution system will be provided in accordance with the Company's current design and construction standards.

# 6.7.13 Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service. The Applicant may, subject to a contractual agreement with the Company, construct and install all or a portion of the underground distribution facilities provided that:

- a) such work meets the Company's construction standards;
- b) the Company will own and maintain the completed distribution facilities;
- c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;
- d) the Applicant agrees to pay Company's current applicable hourly rate for engineering personnel for all time spent reviewing and inspecting the Applicants work done; and
- e) the Applicant agrees to rectify any deficiencies found by the Company prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to the Company's distribution system. Furthermore, the deficiencies must be corrected in a timely manner or the Company shall perform the construction using overhead facilities and the Applicant will be responsible for paying the cost of installing the overhead facilities and the cost of their removal before the corrected underground facilities will be connected.

#### 6.7.14 Meter Sockets and Service Entrance Facilities

The Applicant shall install service entrance facilities including meter sockets or suitable facilities for installation of the Company's meters at a location suitable to the Company. Meter sockets or facilities for installation of the Company's meters shall be of a type and manufacture approved by the Company.

Section No. IV Twelfth Revised Sheet No. 4.28 Canceling Eleventh Revised Sheet No. 4.28

# 6.8 INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES

#### 6.8.1 Definitions

<u>Applicant</u> – Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

<u>Conversion</u> – Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

#### Distribution System

Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

#### 6.8.2 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will be substituted for existing overhead electric distribution facilities. Any person, corporation, or entity capable of complying with the requirements of this tariff may submit a request as follows. Requests shall be in writing and must specify in detail the overhead electric distribution facilities to be converted or the area to be served by underground electric distribution facilities in lieu of presently existing overhead electric distribution facilities serving said area. Upon receipt of a written request, the Company will determine the feasibility of converting the existing facilities, any necessary revisions to this written request, and the non- refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount. In addition, in order for the Company to take action pursuant to a request for conversion:

- (1) the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
- (2) all electric services on both sides of the existing overhead primary lines must be part of the conversion; and
- (3) all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

#### 6.8.3 Contribution-In-Aid-of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, the Company shall prepare a binding cost estimate specifying the contribution in aid of construction (CIAC) required for the installation of the requested underground distribution facilities, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Application for Underground Service in an Overhead Area. The CIAC amount to be collected pursuant to a binding cost estimate from an Applicant shall not be increased by more than 10 percent of the binding cost estimate to account for actual costs incurred in excess of the binding cost estimate. However, the CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Application for Underground Service in an Overhead Area. and pay the CIAC amount specified for the installation of the requested underground service in an Overhead Area. The CIAC amount for actual costs incurred in the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Application for Underground Service in an Overhead Area. and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by the Company.

The CIAC to be paid by an Applicant under this section of the tariff shall be the result of the following formula:

#### CIAC =

- + The estimated cost to install the requested underground facilities;
- + The estimated cost to remove the existing overhead facilities;
- + The net book value of the existing overhead facilities;
- The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities
- The estimated salvage value of the existing overhead facilities to be removed
- + The 30-year net present value of the estimated underground versus overhead operational costs differential

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(continue form 4.28)

#### 6.8.4 Non-Refundable Deposits

A deposit must be paid to the Company, along with a completed copy of Application for Underground Cost Estimate in Standard Contract Forms to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Agreement for Underground Electric Construction by the Utility. If the request for underground electric distribution facilities involves less than 250 proposed trench feet then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply. Otherwise, the non-refundable deposit for a binding cost estimate, which approximates the engineering costs for underground facilities associated with preparing the requested estimate, shall be calculated as follows:

#### Conversion

| Urban Commercial    | \$5,227 per overhead primary mile  |
|---------------------|------------------------------------|
| Urban Residential   | \$8,510 per overhead primary mile  |
| Rural Residential   | \$6,905 per overhead primary mile  |
| 210 Lot Subdivision | \$6,550 per overhead primary mile  |
| 176 Lot Subdivision | \$11,452 per overhead primary mile |

#### 6.8.5 Non-Binding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. An Underground Facilities Conversion Agreement may not be executed on the basis of a non-binding cost estimate.

#### 6.8.6 Underground Facilities Conversion Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Agreement for Underground Construction Standards set forth in Standard Contract Forms. Failure to execute said agreement within 180 days after the delivery by the Company of a binding cost estimate shall result in forfeiture of the deposit made. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause Gulf may extend the 180-day time limit. Upon execution of the Agreement for Underground Construction Standards, payment in full of the differential cost specified in the binding cost estimate, and compliance with the requirements of this tariff, the Company shall proceed to install the facilities identified in a timely manner. However, new service extensions, maintenance and reliability projects, and service restorations shall take precedence over facilities conversions.

#### 6.8.7 Simultaneous Conversion of Other Pole Licensees

As a condition precedent to the conversion of any overhead distribution facilities, the Company may require that the Applicant obtain executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide Gulf with a copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensee will coordinate the conversion with Gulf and other licensees in a timely manner so as to not create unnecessary delays. Failure to present to Gulf Power Company executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost agreement to the Applicant shall result in forfeiture of the deposit paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, the return of any differential cost paid less any actual cost incurred, and the termination of any Agreement For Underground Construction Standards entered into between the Applicant and Gulf Power Company.

#### 6.8.8 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Agreement for Underground Electric Construction by the Utility, the Applicant shall provide to the Company and record, at no cost to the Company, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by the Company to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth

Section No. IV Thriteenth Revised Sheet No.4.28.1.1 Canceling Twelfth Revised Sheet No.4.28.1.1

(continue form 4.28.1)

above within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Agreement for Underground Electric Construction by the Utility entered into between the Applicant and the Company. Before the Company will commence construction, those rights of way and easements, contained within the boundaries of a development for which the underground electric distribution facilities are to be installed for new service, shall be staked to show property corners, transformer locations, and survey control points, graded to within six inches of final grade, with soil stabilized, and also staked to show the final grade along the easement.

#### 6.8.9 Affected Customer Services

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the conversion of the Company's distribution facilities which are made necessary as a result of the conversion. The Applicant shall be responsible for arranging the conversion of affected residential overhead customer service facilities by providing, at no cost to the Company:

- a) any necessary rearranging of the customer's existing electric service entrance facilities to accommodate an underground service lateral through the use of a licensed electrical contractor, in accordance with all local ordinances, codes, and Company specifications; and
- b) a suitable trench, install Company provided conduit according to Company specifications to a point designated by the Company, and perform the backfilling and any landscape, pavement or other similar repairs

The Company shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's binding cost estimate. In the event a customer does not allow the Applicant to convert the customer's affected overhead services, or the Applicant fails to comply with the above requirements in a timely manner consistent with the Company's conversion construction schedule, then the Applicant shall pay the Company, in addition to the CIAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop. The cost for maintaining an overhead service drop from an underground system shall be:

- a) the sum of \$759.03 for residential dwellings containing less than five individual units; or,
- b) the estimated cost to maintain service for residential dwellings containing five or more units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, pavement or other similar repairs and installation of Company provided conduit, according to Company specifications, necessary to bring existing underground service laterals of affected customers to a Company designated pedestal or transformer. The Company will install the necessary cable, the cost of which shall be included in the binding cost estimate. However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with Part 6.5 of the Company's tariff.

The Applicant's responsibilities for modifications to the service facilities of non-residential customers affected by the conversion of the Company's distribution facilities which are made necessary as a result of the conversion will be specified in an attachment to any Application for Underground Service in an Overhead Area.

- 6.8.10 Other Terms and Conditions The Applicant agrees to the following:
  - a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities and the remove of the Company's overhead distribution facilities;

Section No. IV Twelfth Revised Sheet No. 4.28.1.2 Canceling Eleventh Revised Sheet No. 4.28.1.2

(continue from 4.28.1.1)

- b) The Applicant shall indemnify the Company from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to remove existing facilities or to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;
- c) The Applicant shall clear easements provided to the Company of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with the Company's construction schedule.
- 6.8.1 <u>Type of System Provided</u>

An underground distribution system will be provided in accordance with the Company's current design and construction standards.

#### 6.8.2 Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service. The Applicant may, subject to a contractual agreement with the Company, construct and install all or a portion of the underground distribution facilities provided that:

- a) such work meets the Company's construction standards;
- b) the Company will own and maintain the completed distribution facilities;
- c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;
- d) the Applicant agrees to pay Company's current applicable hourly rate for engineering personnel for all time spent reviewing and inspecting the Applicants work done; and
- e) the Applicant agrees to rectify any deficiencies found by the Company prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to the Company's distribution system.
- 6.8.3 Relocation

Where underground electric facilities are requested as part of, or for the purpose of, relocation, the requirements of this tariff shall apply. As applicable, the company's Application for Underground Service in an Overhead Area (form 10, under Standard Contract forms) shall be executed as an addendum to the relocation agreement between the Company and the Applicant. In the event of any conflict between the relocation agreement and this tariff, the tariff shall control. Furthermore, where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.

Section No. IV Original Sheet No. 4.28.2

#### 6.9 UNDERGROUND DISTRIBUTION FACILITIES TO SMALL COMMERCIAL/INDUSTRIAL CUSTOMERS

#### 6.9.1 Application

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

a) Must be a new commercial/industrial installation served by transformer sizes of 100 KVA or less for single or two phase and 300 KVA or less for three phase; and

b) Must be installed on the Applicant's property beginning at a point along the Applicant's property line and terminating at the Company's designated point of delivery.

The application of this tariff is in addition to and supplements the Company's other rules regarding extensions of facilities for service. An additional contribution-in-aid-of-construction may be required by those rules for extensions or installations of facilities necessary to accommodate a request for Underground Service Facilities made under this section.

#### 6.9.2 Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. It is the Applicant's responsibility to insure that close cooperation is maintained with the Company throughout the planning and construction stages by the architect, the builder, and the consulting engineers to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company.

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Agreement for Underground Construction Standards under Standard Contract Forms. Failure to execute said agreement within 180 days after the delivery by Gulf Power Company of a binding cost estimate shall result in forfeiture of the deposit made. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause Gulf may extend the 180-day time limit. Upon execution of the Agreement for Underground Construction Standards, payment in full of the differential cost specified in the binding cost estimate, and compliance with the requirements of this tariff, Gulf shall proceed to install the facilities identified in a timely manner.

As a condition precedent to the conversion of any overhead distribution facilities, the Company may require that the Applicant obtain executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide Gulf with a copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensee will coordinate the conversion with Gulf and other licensees in a timely manner so as to not create unnecessary delays. Failure to present to Gulf Power Company executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost agreement to the Applicant shall result in forfeiture of the deposit paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, the return of any differential cost paid less any actual cost incurred, and the termination of any Agreement For Underground Construction Standards entered into between the Applicant and Gulf Power Company.

#### 6.9.3 Changes to Plans

The Applicant shall pay for all additional costs imposed on the Company by the Applicant including, but not limited to, engineeringdesign, administration and relocation expenses, due to changes made subsequent to the agreement in the subdivision layout or final grade.

#### 6.9.4 <u>Type of System Provided</u>

The costs quoted in these rules are for underground distribution primary/secondary conductors in direct buried conduit with above-grade appurtenances of standard Company design, excluding throwover service. Throwover service availability and its cost are determined by the Company on an individual basis. Unless otherwise stated, service will be provided at single or two- phase 120/240 volts or, where available, three phase 120/208 volts or 277/480 volts.

#### 6.9.5 Design and Ownership

The Company will design, install, own and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service.

Section No. IV First Revised Sheet No. 4.28.3 Canceling Original Sheet No. 4.28.3

#### 6.9.6 Rights of Way and Easements

The Applicant shall record and furnish satisfactory rights of way and easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, as required by and at no cost to the Company prior to the Company initiating construction. Before the Company will start construction, these rights of way and easements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners and survey control points, and graded to within six inches of final grade, with soil stabilized. In addition, the Applicant shall provide stakes showing final grade along the easement. Such clearing and grading must be maintained by the Applicant during construction by the utility. Should paving, grass, landscaping, or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching, backfilling, and restoring the paving, grass, landscaping, and sprinkler systems to their original condition.

#### 6.9.7 <u>Contribution and Credits</u>

The Applicant shall pay the required contribution upon receipt of written notification from the Company. No utility construction shall commence prior to execution of the Agreement for Underground Construction Standards (Form 9, under Standard Contract forms) and payment in full of the entire contribution. Where, by mutual agreement, the Applicant performs any of the work normally performed by the Company, the Applicant shall receive a credit for such work in accordance with the credit amounts contained herein, provided that the work is in accordance with Company specifications. Such credits shall not exceed the total differential costs. The credit will be granted after the work has been inspected by the Company and, in the case of Applicant-installed conduit, after the Company pulls all applicable conductors.

#### 6.9.8 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. The Applicant shall provide accessible locations for meters and transformers when the design of a commercial/industrial building or its appurtenances limit perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

#### 6.9.9 Special Conditions

The costs quoted in these rules are based on conditions which permit employment of rapid construction techniques. The Applicant shall be responsible for necessary additional hand digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, stump removal, paving, and addressing other special conditions. Should paving, grass, landscaping or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching and backfilling and be responsible for restoration of property damaged to accommodate the installation of underground facilities.

#### 6.9.10 Point of Delivery

The point of delivery shall be determined by the Company, but normally will be at or near the part of the building nearest the point at which the Company's electric supply is available to the property. When a location for a point of delivery different from that designated by the Company is requested by the Applicant and approved by the Company, the Applicant shall pay the estimated full cost of the primary/secondary lateral length, including labor and materials, required in excess of that which would have been needed to reach the Company's designated point of delivery. Any point of delivery change requested by the Applicant shall conform to good safety and construction practices as determined by the Company. Laterals shall be installed, where possible, in a direct line to the point of delivery.

#### 6.9.11 Location of Meter and Raceway

The Applicant shall install a meter trough at the point designated by the Company and a raceway to accept the service lateral conductors if needed. Both will be installed in accordance with the Company's specifications.

Section No. IV First Revised Sheet No. 4.28.4 Canceling Original Sheet No. 4.28.4

120/240v 125 amp

6.9.12 Contribution by Applicant

The Applicant shall pay the Company the average differential cost between installing overhead and underground distribution facilities based on the following:

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

|                                                | Applicants C      | Uninpution        |
|------------------------------------------------|-------------------|-------------------|
|                                                |                   | From Existing     |
|                                                | From Overhead     | Underground       |
|                                                | Termination Point | Termination Point |
| 1) Single phase radial                         | \$1,990.53        | \$291.78          |
| 2) Two phase radial                            | \$3,753.40        | \$206.21          |
| <ol><li>Three phase radial (150 KVA)</li></ol> | \$4,242.70        | \$869.61          |
| 4) Three phase radial (300 KVA)                | \$5,038.41        | \$1,665.33        |
| 5) Single phase loop                           | \$1,264.41        | \$0               |
| 6) Two phase loop                              | \$3,771.04        | \$526.26          |
| 7) Three phase loop (150 KVA)                  | \$5,136.21        | \$1,763.10        |
| 8) Three phase loop (300 KVA)                  | \$4,689.51        | \$808.63          |
|                                                |                   |                   |

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

| 1) Small single phase | \$534.50   |
|-----------------------|------------|
| 2) Large single phase | \$1,158.67 |
| 3) Small three phase  | \$728.35   |
| 4) Large three phase  | \$929.08   |

c) Company service cable installed in customer provided and customer installed 2" PVC (for main line switch s ize limited to 60 amps for 120V, 2 wire service, or 125 amps for 120/240v, 3 wire service) where customer's meter can is at least 5 feet and no more than 100 feet from the Company's pole.

120v 60 amp

|                                                        | 2 wire service | 3 wire service |
|--------------------------------------------------------|----------------|----------------|
| 1) Installed on a wood pole - accessible locations     | \$578.93       | \$794.31       |
| 2) Installed on a wood pole - inaccessible locations   | \$775.82       | \$1,055.06     |
| 3) Installed on a concrete pole - accessible locations | \$698.22       | \$866.16       |

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

| 1) Pedestal |  |
|-------------|--|
|-------------|--|

| 1) 10000101       |                                                    |            |
|-------------------|----------------------------------------------------|------------|
|                   | a. Small - per pedestal                            | \$342.68   |
|                   | <ul> <li>b. Intermediate - per pedestal</li> </ul> | \$377.60   |
|                   | c. Large - per pedestal                            | \$1,503.61 |
| 2) Pad Mounted Se | condary Junction Box – per box                     | \$3,168.69 |

2) Ded Maunted Cocondens Junction Cobinet used up a set of the set

3) Pad Mounted Secondary Junction Cabinet, used When electrical loads exceed the capacity of the secondary junction box (above) or when the number of the service conductors exceed the capacity of the pad mounted transformer. This charge is only applicable if the majority of the customer's service conductor diameter is less than 500 MCM.

Per cabinet (includes connecting up to 12 sets of conductor) \$3,009.58

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Additional secondary conductors and service tap costs beyond first set will be determined on a case-by-case basis.

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

| b) | <ol> <li>1) Single Phase - per box</li> <li>2) Two Phase - per box</li> <li>3) Three Phase - per box</li> <li>Additional installation charge for underground prima<br/>limits set in 6.9.12 a).</li> </ol> | \$1,324.12<br>\$3,880.70<br>\$3,912.92<br>ry laterals including trench and cable-in-conduit which exceed the |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
|    | 1) Single Phase - per foot                                                                                                                                                                                 | \$3.66                                                                                                       |

| T) Single Phase - per loot | \$3.00 |
|----------------------------|--------|
| 2) Two Phase - per foot    | \$6.35 |
| 3) Three Phase - per foot  | \$9.46 |

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

| 1) Single Phase - per foot | \$9.33  |
|----------------------------|---------|
| 2) Two Phase - per foot    | \$13.58 |
| 3) Three Phase - per foot  | \$18.44 |

- d) The above costs are based upon arrangements that will permit serving the local underground distribution system within the commercial/industrial development from overhead feeder mains. If feeder mains within the commercial/industrial development are deemed necessary by the company to provide and/or maintain adequate service and are required by the Applicant or a governmental agency to be installed underground, the Applicant shall pay the company the average differential cost between such underground feeder mains within the commercial/industrial development and equivalent overhead feeder mains, as determined by the Company in accordance with Paragraph 6.6.2.
- e) The Company will provide one standby/assistance appointment at no additional charge to the Applicant adding new or additional load to assist with installation of the Applicant's conductors and conduit(s) into a padmounted transformer, pedestal (not to exceed four hours in duration) during normal hours of operation. Additional appointments will be provided upon request, at the Applicant's expense.

#### 6.9.13 Contribution Adjustments

Credits will be allowed to the Applicant's contribution listed in Section 6.9.12, where, by mutual agreement, the Applicant in accordance with Company instructions:

|                                                                                                                                                      | Applicant's<br><u>Contribution</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol> <li>Provides trenching and backfilling, and installs company-provided 2" conduit,<br/>credit per foot of primary trench:</li> </ol>             | \$2.99                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <ol> <li>Provides trenching and backfilling, and installs company-provided conduit larger than 2",<br/>credit per foot of primary trench:</li> </ol> | \$3.12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1) Purchases Company-specified conduit, credit per foot of 2" conduit:                                                                               | \$0.45                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2) Purchases Company-specified conduit, credit per foot of larger than 2" conduit:                                                                   | \$1.20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1) Installs a Company-provided primary splice box, credit per splice box:                                                                            | \$150.26                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 2) Installs a Company-provided pedestal, credit per pedestal:                                                                                        | \$116.02                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1) Installs a Company-provided concrete pad for a pad-mounted transformer, credit per pad:                                                           | \$139.58                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                                                                      | <ul> <li>credit per foot of primary trench:</li> <li>2) Provides trenching and backfilling, and installs company-provided conduit larger than 2", credit per foot of primary trench:</li> <li>1) Purchases Company-specified conduit, credit per foot of 2" conduit:</li> <li>2) Purchases Company-specified conduit, credit per foot of larger than 2" conduit:</li> <li>1) Installs a Company-provided primary splice box, credit per splice box:</li> <li>2) Installs a Company-provided pedestal, credit per pedestal:</li> </ul> |

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# PART VII GENERAL STANDARDS FOR SAFETY AND INTERCONNECTION OF COGENERATION AND SMALL POWER PRODUCTION FACILITIES TO THE ELECTRIC UTILITY SYSTEM

#### 7.0 GENERAL

7.0.1 <u>PURPOSE</u> The purpose of these standards is to provide a fair and equitable method for Customers who have generators to interconnect with the Company and to promote the development and use of renewable resources in an economical manner. All interconnections are to comply with the statutes, ordinances, codes, rules and regulations of all Governmental units, bodies and agencies.

> These guidelines include the minimum engineering, operating, and protective requirements for safe and reliable operation of both the Company's system and the Customer's system. These standards provide a uniform policy to be used, but the Company will review each interconnection separately for specific needs according to the particular set of conditions and situations involved in each case.

- 7.0.2 <u>RESPONSIBILITY</u> It will be the responsibility of the Customer requesting the interconnection to design and install an adequate protection and control system to meet:
  - (a) The requirements of this policy;
  - (b) All applicable electrical and safety standards and codes; and
  - (c) The criteria of all licensing authorities.

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7.0.3 <u>REQUIREMENTS</u> These standards include such items as:

-Personal safety

-Responsibility and Liability

-Protection and operation

-Quality of service

-Metering

-Cost Responsibility

If an installation fails to meet any requirement herein, the Company may refuse to connect or reconnect the installation. The Company reserves the right to alter the requirements herein by special agreement to ensure safe and acceptable operation of its distribution- system and service to other customers.

A Customer shall not operate electric generating equipment in parallel with the Company's electric system without the prior written consent of the Company.

# 7.0.4 APPLICATION FOR INTERCONNECTION Formal application for

interconnection shall be made by the Customer prior to the installation of any generation related equipment. This application shall be accompanied by the following:

(a) Physical layout awings, including dimensions; (b) All associated equipment specifications and characteristics including, but not limited to, technical parameters, ratings, basic impulse levels, electrical main one-line diagrams, schematic diagrams, system protections, frequency, voltage, current and interconnection distance;

ISSUED BY: E. L. Addison, President EFFECTIVE: January 29, 1982

Section IV Original Sheet No. 4.31

(c) Functional and logic diagrams, control and meter diagrams, conductor sizes and length, and any other relevant data which might be necessary to understand the proposed system and to be able to make a coordinated system;

- (d) Power requirements in watts and vars;
- (e) Expected radio-noise, harmonic generation and telephone interference factor;
- (f) Synchronizing methods; and
- (g) Operating/instruction manuals.

Any subsequent change in system also be submitted for review and written approval prior to actual modification.

The above mentioned review, recommendations and approval by the Company do not relieve the Customer from the complete responsibility for the adequate engineering design, construction and operation of the Customer's equipment and for any liability for injuries to property or persons associated with any failure to perform in a proper and safe manner for any reason.

#### 7.1 PERSONNEL SAFETY

<u>GENERAL</u> The foremost concern is safety. It must be recognized that the Company's electrical system and the electrical system of the Customer will interact through interconnection of the Customer's generation system. Adequate protection and. safe operational procedures must be followed by the joint system. The Customer shall be required

ISSUED BY: E. L. Addison, President EFFECTIVE: January 29, 1982

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to furnish, install, operate and maintain in good order and repair, and be solely responsible for, without cost to the Company, all facilities required for the safe operation of the generation system in parallel with the Company's system.

The Customer shall permit the Company's employees to enter upon his property at any reasonable time for the purpose of inspecting and/or testing the Customer's equipment, facilities or apparatus. Such inspections shall not relieve the Customer from his obligation to maintain his equipment in safe and satisfactory operating condition. The Company's approval of isolating devices used by the Customer will be required in order to ensure that these will comply with the Company's switching and tagging procedure for safe working clearances.

7.1.2 <u>DISCONNECT SWITCH</u> A manual disconnecting switch, of the visible load break type, to provide a separation point between the Customer's generation system and the Company's system and be required. The Company will specify the location of the disconnect switch. The switch shall be mounted separate from the meter socket and shall be readily accessible to the Company and be capable of being locked in the open position with a Company padlock. The Company reserves the right to open the switch (i.e. isolating the Customer's generation system) without prior notice to the Customer.

**ISSUED BY**: E. L. Addison, President **EFFECTIVE:** January 29, 1982

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Any of the following conditions shall be cause for disconnection:

- (a) Company system emergencies and/or maintenance requirements determined by the Company;
- (b) Hazardous conditions existing on the Customer's generating or protective equipment as determined by the Company;
- Adverse effects of Customer's generation to the Company's other electric consumers and/or system as determined by the Company;
- (d) Failure of Customer to maintain any required insurance, or;
- (e) Failure of Customer to comply with any existing or future regulations, rules, orders or decisions of any governmental or regulatory authority having jurisdiction over the Customer's electric generating equipment or the operation of such equipment.
- 7.1.3 <u>RESPONSIBILITY AND LIABILITY</u> The Company shall be responsible for Company owned facilities. The Customer shall likewise be responsible for the Customer's entire system, ensuring adequate safeguards for other Customers, Company personnel and equipment and for the protection of his own generation system. The Customer shall indemnify and save the Company harmless from any and all claims, demands, costs, or expenses for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by, arising out of, or resulting from:

**ISSUED BY**: E. L. Addison, President **EFFECTIVE:** January 29, 1982

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- (a) Any act or omission by the Customer, or Customer contractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's system;
- (b) Any defect in, failure of, or fault related to the Customer's generation system;
- (c) Customer's negligence or negligence of Customer's contractors, agents, servants and employees; or
- (d) Any other event or act that is the result of, or proximately caused by the Customer or the Customer's facilities.
- 7.1.4 <u>INSURANCE</u> It is understood and agreed that the Customer will deliver to the Company, at least fifteen days prior to the start of any interconnection work a certified copy or duplicate original of a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida, jointly protecting and indemnifying the Customer and the Company, its officers, employees, and representatives against all liability and expense on account of claims and suits for injuries or damages to persons or property arising out of the interconnection to the Customer, or caused by operation of any of the Customer's equipment or by the Customer's failure to maintain the Customer's equipment in satisfactory and safe operating condition.

**ISSUED BY:** E.L. Addison, President **EFFECTIVE:** Janulary 29, 1982

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The policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than \$300,000 for each occurrence. More insurance may be required as deemed necessary by the Company. In addition, the above required policy shall be endorsed with a provision whereby the insurance company will notify the Company thirty days prior to the effective date of cancellation or material change in the policy.

The Customer agrees to pay all premiums and other charges due on said policy and keep said policy in force during the entire life of this contract.

#### 7.2 PROTECTION AND OPERATION

- 7.2.1 GENERAL. The protection and operation of the interconnection between the Customer' generation system and the Company's distribution and transmission system depends on the size, type and location of the facility within the Company's electric system. It will be the responsibility of the Customer to provide all devices necessary to protect the Customer's equipment from damage by the abnormal conditions and operations which occur on the Company's system that result in interruptions and restorations of service by the Company's equipment and personnel. The Customer shall protect its generator and associated equipment from:
  - (a) Overvoltage;
  - (b) Undervoltage;
  - (c) Overload;

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- (d) Short circuits (including ground fault condition);
- (e) Open circuits;
- (f) Phase unbalance and reversal;
- (g) Over or under frequency condition;
- (h) Other injurious electrical conditions that may arise on the Company's system; and
- (i) Any reclose attempt by the Company.

The Company reserves the right to perform such tests as it deems necessary to ensure safe and efficient protection and operation of the Customer's facilities.

LOSS OF SOURCE The Customer shall provide, or the Company will provide at the Customer's expense, approved protective equipment necessary to immediately, completely, and autocratically disconnect the Customer-owned generation from the Company's system in the event of a fault on the Company's system, a fault on the Customer's system, or loss of source on the Company's system. Disconnection must be completed within the time specified by the Company in its standard operating procedure for its electric system for loss of source on the Company's system. This automatic disconnecting device may be of the manual or automatic reclose type and shall not be capable of reclosing until after service is restore by the Company. The type and size of the device shall be approved by the Company depending upon the installation. Adequate test data or technical proof that the device meets the above criteria must be supplied by the Customer to the Company.

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The Company will endeavor to approve a device that will perform above the functions at minimal capital and operating costs to the Customer.

- 7.2.2 <u>COORDINATION AND SYCHRONIZATION</u> The Customer shall he responsible for coordination and synchronization of the Customer's equipment with the Company's electrical system, and assumes all responsibility for damage that may occur from improper coordination or synchronization of the generator with the Company's system. Details of frequency and voltage synchronization can be found in the Quality of Service section of these rules.
- 7.2.3 <u>ELECTRICAL CHARACTERSTICS</u> Single phase generator interconnections with the Company are permitted at power levels up to 20 KW. For power levels exceeding 20 KW, a three phase balanced interconnection will normally be required. For the purpose of calculating connected generation, 1 horsepower equals 1 kilowatt. The Customer shall interconnect with the Company at the voltage of the available distribution or transmission line of the Company for the locality of the interconnection, and shall utilize one of the standard connections (single phase, three phase, wye, delta).

The Conpany reserves the right to require a separate transformation and/or service for a Customer's generation system, at the Customer's expense. The Customer shall bond all neutrals of the Customer's system

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to the Company's neutral, and shall install a separate driven ground with a resistance value which should be determined by the Company and bond this ground to the Customer's system neutral.

- 7.2.4 <u>EXCEPTIONS</u> Customer generators having capacity ratings that can:
  - Produce power in excess of 1/2 of the minimum customer requirements of the interconnected distribution or transmission circuit;
  - Produce power flows approaching or exceeding the thermal capacity of the connected Company distribution and transmission lines or transformers;
  - Adversely affect the operation of the Company or other customer's voltage, frequency or overcurrent control and protection devices;
  - 4. Adversely affect the quality of service to other customers;
  - Interconnect at voltage greater distribution voltages;
     will require more complex interconnection facilities as deemed necessary by the Company.

#### 7.3 QUALITY OF SERVICE

7.3.1 <u>GENERAL</u> It is the policy of the Company to allow only those interconnections which can be achieved without reducing the quality of service to other customers and to disconnect such interconnections should unforeseen difficulties arise which impair quality of service.

ISSUED BY: E.L. Addison, President, EFFECTIVE: Bills Rendered for Meter Readings on and after December 15, 1982

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The Customer's generation system must be of sound engineering design, of quality workmanship, shall have safe and reliable operating characteristics, shall meet all applicable codes, and shall be approved by all Governmental authorities having jurisdiction. The system shall be designed or approved by a licensed and registered electrical engineer of the State of Florida. The Company reserves the right to perform such tests as it deems necessary to ensure the quality of service. The quality of the Customer's generated electricity shall meet the following minimum guidelines:

- 7.3.2 <u>FREQUENCY</u> The governor control on the prime mover shall be capable of maintaining the generator output frequency within limits for loads from no-load up to rated output. The limits for frequency shall be 60 hertz (cycles per second) plus or minus, an instantaneous variation of less than 1%.
- 7.3.3 <u>VOLTAGE</u> The regulator control shall be capable of maintaining the generator output voltage within limits for loads from no-loads up to rated output. The limits for voltage shall be the nominal operating voltage level, plus or minus 5%.
- 7.3.4 <u>HARMONICS</u> The output sine wave distortion shall be deemed acceptable when it does not have a higher content (root mean square) of harmonics than the Company's normal harmonic content at the interconnection point.

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- 7.3.5 <u>POWER FACTOR</u> The Customer's generation system shall be designed, operated and controlled to provide reactive power requirements from 0.85 lagging to 0.85 leading power factor. Induction generators shall have static capacitors that provide at least 85% of the magnetizing current requirements of the induction generator field. (Capacitors shall not be so large as to permit self-excitation of Customer's generator field).
- 7.3.6 <u>DCGENERATORS</u> Direct current generators maybe operated in parallel with the Company's system through a synchronous inverter. The inverter must meet all criteria in these rules.

#### 7.4 METERING

The actual metering equipment required, its voltage rating, number of phases, size, current transformers, potential transformers, number of inputs and associated memory is dependent on the type, size and location of the electric service provided. In situations where power may flow both in and out of the Customer's system, power flowing into the Customer's system will be measured separately from power flowing out of the Customer's system.

The Company will provide, at no additional cost to the Customer, the metering equipment necessary to measure capacity and energy deliveries to the Customer. The Company will provide, at the Customer's expense, the necessary additional metering equipment to measure energy deliveries by the Customer to the Company.

ISSUED BY: E.L. Addison, President EFFECTIVE: January 29, 1982

Section No. IV First Revised Sheet No. 4.41 Canceling Original Sheet No. 4.41

#### 7.5 COST RESPONSIBILITY

The Customer is required to bear all costs associated with protective devices, transformers, lines, services, meters, switches, and associated equipment and devices beyond that which would be required to provide normal service to the Customer if no cogeneration were involved. These costs shall be paid by the Customer to the Company for all material and labor that is required. The Company shall supply the Customer with a written cost estimate of all its required materials and labor prior to any work being one. The Company shall also provide project timing and feasibility information to the Customer. The cost of meters and metering equipment may be paid at the time of interconnection or through the monthly customer charge.

Billing and/or payment for cogenerated electricity shall be in accordance with tariffs or contracts (as applicable) filed with and accepted by the FPSC. All such tariffs and contracts shall comply with the guidelines set forth by the FPSC in accordance with the requirements of the Public Utility Regulatory Policies Act.

ISSUED BY: E. L. Addison, President EFFECTIV E: Bills Rendered for Meter Rea dings on and after December 15, 1982 List of Communities Served

Section No. V Second Revised Sheet No. 5.1 Canceling First Revised Sheet No. 5.1

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|      | March 29, 2019 |

# **RESERVED FOR FUTURE USE**

ISSUED BY: Charles S. Boyett

SECTION VI Rate Schedules

Section No. VI Thirty-Sixth Revised Sheet No. 6.1 Canceling Thirty-Fifth Revised Sheet No. 6.1

| <u>Design</u> | <u>ation</u> | <u>URSC</u> | <u>Classification</u>                                                         | <u>Sheet No.</u> |
|---------------|--------------|-------------|-------------------------------------------------------------------------------|------------------|
| RS            |              | RS          | Residential Service                                                           | 6.3              |
| GS            |              | GS          | General Service - Non-Demand                                                  | 6.5              |
| GS            | D            | GSD         | General Service - Demand                                                      | 6.7              |
| LP            |              | GSLD        | Large Power Service                                                           | 6.10             |
| PX            |              | GSLD1       | Large High Load Factor Power Service                                          | 6.13             |
| OS            | SL, SL1M,    | SL2M        | Outdoor Service                                                               | 6.16             |
| OL            | , OL1, OL2,  | LT1         |                                                                               |                  |
| ST            | ORM          |             | Storm Restoration Recovery                                                    | 6.25             |
| SP            | Р            |             | Cost Recovery Clause – Storm Protection Plan                                  | 6.31             |
| BB            |              |             | Budget Billing (Optional Rider)                                               | 6.32             |
| CR            |              |             | Cost Recovery Clause - Fossil Fuel and Purchased Pow                          | er 6.34          |
| PP            | СС           |             | Purchased Power Capacity Cost Recovery Clause                                 | 6.35             |
| EC            | R            |             | Environmental Cost Recovery Clause                                            | 6.36             |
| BA            | ١            |             | Billing Adjustments and Payment of Bills                                      | 6.37             |
| EC            | С            |             | Cost Recovery Clause - Energy Conservation                                    | 6.38             |
| FL/           | AT-1         |             | Residential/Commercial Fixed Rate                                             | 6.39             |
| GS            | TOU          |             | General Service Time-of-Use Conservation (Optional)                           | 6.42             |
| LP            | Г            | GSLDT       | Large Power Service - Time-of-Use Conservation (Option                        | nal) 6.49        |
| PX            | Т            | GSLDT1      | Large High Load Factor Power Service - Time-of-Use<br>Conservation (Optional) | 6.53             |
| SB            | S            |             | Standby and Supplementary Service                                             | 6.57             |
| ISS           | 5            |             | Interruptible Standby Service                                                 | 6.67             |
|               |              |             |                                                                               |                  |

**ISSUED BY:** Tiffany Cohen **EFFECTIVE:** 

Section No. VI Thirty-Sixth Revised Sheet No. 6.2 Canceling Thirty-Fifth Revised Sheet No. 6.2

| <u>Designation</u> | URSC | Classification                                        | <u>Sheet No.</u> |
|--------------------|------|-------------------------------------------------------|------------------|
| RSVP               | RS1  | Residential Service Variable Pricing (Optional)       | 6.75             |
| SP                 |      | Surge Protection (Closed Schedule)                    | 6.79             |
| RTP                |      | Real Time Pricing (Closed Schedule)                   | 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             |
| XLBIR              |      | Extra-Large Business Incentive Rider (Optional Rider) | 6.103            |
| CL                 |      | Curtailable Load (Optional Rider)                     | 6.105            |
| OSP                |      | Optional Supplemental Power Service (Optional Rider)  | 6.110            |
| EFEDR              |      | Existing Facility Economic Development Rider          | 6.113            |

**ISSUED BY:** Tiffany Cohen **EFFECTIVE:** 

Section No. VI Thirty-Sixth Revised Sheet No. 6.3 Canceling Thirty-Fifth Revised Sheet No. 6.3

# RATE SCHEDULE RS RESIDENTIAL SERVICE URSC: RS

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## 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:

82¢ per day

Base Charge:

Energy Charge: 6.241¢ 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-Second Revised Sheet No. 6.4 Canceling Twenty-First Revised Sheet No. 6.4

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(Continued from Rate Schedule RS, Sheet No. 6.3)

#### 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

# STORM PROTECTION:

See Sheet No. 6.31

#### **STORM RESTORATION:**

See Sheet No. 6.25

#### **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.

Section No. VI Thirtieth Revised Sheet No. 6.5 Canceling Twenty-Ninth Revised Sheet No. 6.5

# RATE SCHEDULE GS

# **GENERAL SERVICE – NON-DEMAND** URSC: GS

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# 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: \$29.34

Energy-Demand Charge: 5.910¢ perkWh

## 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. 6.6 Canceling Twenty-Forth Revised Sheet No. 6.6

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(Continued from Rate Schedule GS, Sheet No. 6.5)

# **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.

#### 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

## **STORM PROTECTION:**

See Sheet No. 6.31

#### **STORM RESTORATION:**

See Sheet No. 6.25

#### **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.

Section No. VI Twenty-Ninth Revised Sheet No. 6.7 Canceling Twenty-Eighth Revised Sheet No. 6.7

# **RATE SCHEDULE GSD GENERAL SERVICE - DEMAND**

URSC: GSD

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| 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: \$63.27 Demand Charge: \$9.51 per kW of billing Demand Energy-Demand Charge: 2.427¢ 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. 6.8 Canceling Twenty-Sixth Revised Sheet No. 6.8

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|        |                |

(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 \$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%) of 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-Second Revised Sheet No. 6.9 Canceling Twenty-First Revised Sheet No. 6.9

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(Continued from Rate Schedule GSD, Sheet No. 6.8)

#### 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

#### **STORM PROTECTION:**

See Sheet No. 6.31

#### **STORM RESTORATION:**

See Sheet No. 6.25

# 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.

Section No. VI Thirty-Second Revised Sheet No. 6.10 Canceling Thirty-First Revised Sheet No. 6.10

# 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:   | \$364.90                         |
|----------------|----------------------------------|
| Demand Charge: | \$17.05 per kW of billing Demand |
| Energy Charge: | 1.288¢ per kWh                   |

#### MINIMUM MONTHLY BILLS:

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

Section No. VI Fortieth Revised Sheet No. 6.11 Canceling Thirtieth Revised Sheet No. 6.11

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(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 fifty (50) 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 stepdown transformer substation necessary to receive and use such service the Monthly Rate will be subject to a discount of seventy-six (76) 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-Forth Revised Sheet No. 6.12 Canceling Twenty-Third Revised Sheet No. 6.12

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| 3 of 3 | January 1, 2021 |

(Continued from Rate Schedule LP, Sheet No. 6.11)

# **TERM OF CONTRACT:**

Service under this Rate Schedule shall be for a period of one or more years and thereafter from year to year until terminated by three (3) or more months' written notice by either party to the other.

#### 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

## **STORM PROTECTION:**

See Sheet No. 6.31

# STORM RESTORATION:

See Sheet No. 6.25

# 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.

Section No. VI Twenty-Eighth Revised Sheet No. 6.13 Canceling Twenty-Seventh Revised Sheet No. 6.13

# RATE SCHEDULE PX

# LARGE HIGH LOAD FACTOR POWER SERVICE URSC: GSLD1

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# 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:\$1,473.71Demand Charge:\$21.50 per kW of billing demandEnergy Charge:0.790¢ 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 \$25.83 per kW of billing demand.

Section No. VI Twelfth Revised Sheet No. 6.14 Canceling Eleventh Revised Sheet No. 6.14

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(Continued from Rate Schedule PX, Sheet No. 6.13)

#### DETERMINATION OF BILLING DEMAND:

The Customer's Billing Demand shall be the maximum measured kW demand integrated over any fifteen (15) minute interval during the current billing month, provided such demand shall not be less than 7500 kW.

#### **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 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 thirty-three (33) 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.

## TERM OF CONTRACT:

Service under this Rate Schedule shall be for a period of five (5) or more years and thereafter from year to year until terminated by twelve (12) 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 Forty-Ninth Revised Sheet No. 6.15 Canceling Forty-Eighth Revised Sheet No. 6.15

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| 3 of 3 | January 1, 2021 |

(Continued from Rate Schedule PX, Sheet No. 6.14)

# 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

# **STORM PROTECTION:**

See Sheet No. 6.31

# STORM RESTORATION:

See Sheet No. 6.25

# **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.

Section No. VI Twenty-Eighth Revised Sheet No. 6.16 Canceling Twenty-Seventh Revised Sheet No. 6.16 PAGE EFFECTIVE DATE 1 of 12

# RATE SCHEDULE OS OUTDOOR SERVICE (CLOSED SCHEDULE)

URSC: SL, OL, OL1, OL2

#### 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. All modifications to existing or new Customer-owned circuits to be metered under SL-1M Street Light Metered tariff.

#### 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. Existing Company owned non-LED fixtures such as high-pressure sodium vapor (HPSV), mercury vapor or metal halide luminaires permitted in closed tariffs prior to January 1, 2022 will be considered legacy fixtures. Service will remain as lamp renewals and fixture replacement until such time when the Company decides to no longer make available. The Company will communicate a plan to replace non-LED fixtures with LED fixtures at current applicable rates.

Stand-by or resale service is not permitted hereunder.

#### MONTHLY RATES: <u>High Pressure Sodium Vapor</u>

| Initial Lamp      |               |         |     |        |          | -       |         | _      | <b>T</b> ( ) |
|-------------------|---------------|---------|-----|--------|----------|---------|---------|--------|--------------|
| Rating<br>(Lumen) | _             | Lamp    |     | _ine   | Est. kWh | Fixture | Maint.  | Energy | Total        |
| (Lumen)           | Desc.         | Wattage | VVa | attage |          | Charge  | Charge  | Charge | Charge       |
|                   |               |         |     |        | **       |         |         | ***    |              |
| 5400*             | Open Bottom   |         | 70  | 84     | 29       | \$3.27  | \$1.76  | \$0.78 | \$5.81       |
| 8800*             | Open Bottom   |         | 100 | 120    | 41       | \$2.82  | \$1.60  | \$1.11 | \$5.53       |
| 8800*             | Open Bottom   |         | 100 | 120    | 41       | \$3.84  | \$1.86  | \$1.11 | \$6.81       |
| 8800              | Acorn         |         | 100 | 120    | 41       | \$13.99 | \$4.70  | \$1.11 | \$19.80      |
| 8800              | Colonial      |         | 100 | 120    | 41       | \$3.77  | \$1.84  | \$1.11 | \$6.72       |
| 8800              | English Coac  | h       | 100 | 120    | 41       | \$15.26 | \$5.04  | \$1.11 | \$21.41      |
| 8800              | Destin Single |         | 100 | 120    | 41       | \$26.28 | \$8.11  | \$1.11 | \$35.50      |
| 17600             | Destin Double | e       | 200 | 240    | 82       | \$52.37 | \$15.62 | \$2.22 | \$70.21      |
| 5400*             | Cobrahead     |         | 70  | 84     | 29       | \$4.60  | \$2.12  | \$0.78 | \$7.50       |
| 8800*             | Cobrahead     |         | 100 | 120    | 41       | \$3.84  | \$1.86  | \$1.11 | \$6.81       |
| 20000*            | Cobrahead     |         | 200 | 233    | 80       | \$5.30  | \$2.30  | \$2.16 | \$9.76       |
| 25000*            | Cobrahead     |         | 250 | 292    | 100      | \$5.16  | \$2.26  | \$2.70 | \$10.12      |
| 46000*            | Cobrahead     |         | 400 | 477    | 164      | \$5.43  | \$2.33  | \$4.43 | \$12.19      |
| 8800*             | Cutoff Cobrah | nead    | 100 | 120    | 41       | \$4.25  | \$1.98  | \$1.11 | \$7.34       |
| 25000*            | Cutoff Cobrah | nead    | 250 | 292    | 100      | \$5.22  | \$2.28  | \$2.70 | \$10.20      |
| 46000*            | Cutoff Cobrah | nead    | 400 | 477    | 164      | \$5.44  | \$2.33  | \$4.43 | \$12.20      |
| 25000*            | Bracket Moun  | nt      | 250 | 292    | 100      | \$11.95 | \$4.15  | \$2.70 | \$18.80      |
| 25000*            | Tenon Top Cl  | IS      | 250 | 292    | 100      | \$11.96 | \$4.15  | \$2.70 | \$18.81      |
|                   |               |         |     |        |          |         |         |        |              |

Section No. VI Forty-First Revised Sheet No. 6.16.1 Canceling Fortieth Revised Sheet No. 6.16.1

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

|                                   |                                  | <u>High Pre</u>        | ssure Sod              | lium Vaj           | <u>oor (continu</u>      | <u>ed)</u>              |                         |                        |
|-----------------------------------|----------------------------------|------------------------|------------------------|--------------------|--------------------------|-------------------------|-------------------------|------------------------|
| Initial Lamp<br>Rating<br>(Lumen) | Desc.                            | Lamp<br><u>Wattage</u> | Line<br><u>Wattage</u> | Est.<br><u>kWh</u> | Fixture<br><u>Charge</u> | Maint.<br><u>Charge</u> | Energy<br><u>Charge</u> | Total<br><u>Charge</u> |
| ( <u>==</u> )                     |                                  |                        |                        | **                 |                          | ***                     |                         |                        |
| 46000*                            | Bracket Mount                    | 400                    | 468                    | 161                | \$12.72                  | \$4.35                  | \$4.35                  | \$21.42                |
| 20000*                            | Small ORL                        | 200                    | 233                    | 80                 | \$12.25                  | \$4.21                  | \$2.16                  | \$18.62                |
| 25000*                            | Small ORL                        | 250                    | 292                    | 100                | \$11.79                  | \$4.10                  | \$2.70                  | \$18.59                |
| 46000*                            | Small ORL                        | 400                    | 477                    | 164                | \$12.33                  | \$4.24                  | \$4.43                  | \$21.00                |
| 20000*                            | Large ORL                        | 200<br>400             | 233                    | 80<br>164          | \$19.94<br>\$22.46       | \$6.35<br>\$7.06        | \$2.16                  | \$28.45                |
| 46000*<br>46000*                  | Large ORL<br>Shoebox             | 400<br>400             | 477<br>477             | 164<br>164         | \$22.46<br>\$10.30       | \$7.06<br>\$3.68        | \$4.43<br>\$4.43        | \$33.95<br>\$18.41     |
| 40000*                            | Directional                      | 400<br>150             | 197                    | 68                 | \$5.79                   | \$2.39                  | \$1.84                  | \$10.02                |
| 20000*                            | Directional                      | 200                    | 233                    | 80                 | \$8.36                   | \$3.16                  | \$2.16                  | \$13.68                |
| 46000*                            | Directional                      | 400                    | 477                    | 164                | \$6.21                   | \$2.55                  | \$4.43                  | \$13.19                |
| 125000*                           | Large Flood                      | 1000                   | 1105                   | 379                | \$9.86                   | \$3.76                  | \$10.25                 | \$23.87                |
|                                   |                                  |                        | Meta                   | al Halide          | 2                        |                         |                         |                        |
| Initial Lamp<br>Rating            |                                  | Lamp                   | Line                   | Est.               | Fixture                  | Maint.                  | Energy                  | Total                  |
| ( <u>Lumen</u> )                  | <u>Desc</u> .                    | <u>Wattage</u>         | <u>Wattage</u>         | <u>kWh</u>         | <u>Charge</u>            | <u>Charge</u>           | Charge                  | <u>Charge</u>          |
| 12000*                            | Acorn                            | 175                    | 210                    | 72                 | \$14.13                  | \$5.89                  | \$1.95                  | \$21.97                |
| 12000*                            | Colonial                         | 175                    | 210                    | 72                 | \$3.91                   | \$3.09                  | \$1.95                  | \$8.95                 |
| 12000*                            | English Coach                    | 175                    | 210                    | 72                 | \$15.41                  | \$6.26                  | \$1.95                  | \$23.62                |
| 12000*                            | Destin Single                    | 175                    | 210                    | 72                 | \$26.41                  | \$9.30                  | \$1.95                  | \$37.66                |
| 24000*                            | Destin Double                    | 350                    | 420                    | 144                | \$52.66                  | \$17.44                 | \$3.89                  | \$73.99                |
| 32000*<br>32000*                  | Small Flood<br>Small Parking Lot | 400<br>400             | 476<br>476             | 163<br>163         | \$6.35<br>\$11.73        | \$2.72<br>\$4.22        | \$4.41<br>\$4.41        | \$13.48<br>\$20.36     |
| 32000<br>100000*                  | Large Flood                      | 1000                   | 1100                   | 378                | \$9.11                   | \$4.22<br>\$5.40        | \$4.41<br>\$10.22       | \$20.30<br>\$24.73     |
| 100000*                           | Large Parking Lot                | 1000                   | 1100                   | 378                | \$20.23                  | \$7.50                  | \$10.22                 | \$37.95                |
|                                   |                                  |                        | Metal Hali             | de Puls            | e Start                  |                         |                         |                        |
| Initial Lamp                      |                                  |                        |                        |                    |                          |                         |                         |                        |
| Rating                            | P                                | Lamp                   | Line                   | Est.               | Fixture                  | Maint.                  | Energy                  | Total                  |
| ( <u>Lumen</u> )                  | <u>Desc</u> .                    | <u>Wattage</u>         | <u>Wattage</u>         | kWh                | <u>Charge</u>            | <u>Charge</u>           | <u>Charge</u>           | <u>Charge</u>          |
| 13000*                            | Acorn                            | 150                    | 190                    | 65                 | \$16.03                  | \$5.75                  | \$1.76                  | \$23.54                |
| 13000*                            | Colonial                         | 150                    | 190                    | 65                 | \$4.98                   | \$2.70                  | \$1.76                  | \$9.44                 |
| 13000*                            | English Coach                    | 150                    | 190                    | 65<br>65           | \$16.39                  | \$5.85                  | \$1.76                  | \$24.00                |
| 13000*<br>26000*                  | Destin Single                    | 150                    | 190                    | 65<br>120          | \$34.75<br>\$60.26       | \$10.94<br>\$21.05      | \$1.76<br>\$2.52        | \$47.45                |
| 26000*<br>33000*                  | Destin Double<br>Small Flood     | 300<br>350             | 380<br>400             | 130<br>137         | \$69.36<br>\$7.11        | \$21.05<br>\$3.48       | \$3.52<br>\$3.70        | \$93.93<br>\$14.29     |
| 33000*                            | Shoebox                          | 350<br>350             | 400<br>400             | 137                | \$7.11<br>\$8.51         | \$3.48<br>\$3.87        | \$3.70<br>\$3.70        | \$14.29<br>\$16.08     |
| 68000*                            | Flood                            | 350<br>750             | 400<br>840             | 288                | \$0.51<br>\$7.34         | \$3.07<br>\$5.84        | \$3.70<br>\$7.79        | \$10.08<br>\$20.97     |
|                                   |                                  |                        |                        |                    |                          |                         |                         |                        |

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|              |                |                | LE             |            |               |               |               |               |
|--------------|----------------|----------------|----------------|------------|---------------|---------------|---------------|---------------|
| Nominal      |                |                |                |            |               |               |               |               |
| Delivered    | _              | Lamp           | Line           | Est.       | Fixture       | Maint.        | Energy        | Total         |
| <u>Lumen</u> | <u>Desc</u> .  | <u>Wattage</u> | <u>Wattage</u> | <u>kWh</u> | <u>Charge</u> | <u>Charge</u> | <u>Charge</u> | <u>Charge</u> |
|              |                |                |                | **         |               |               | ***           |               |
| 3776*        | Acorn          | 75             | 75             | 26         | \$18.81       | \$9.66        | \$0.70        | \$29.17       |
| 4440*        | Street Light   | 72             | 72             | 25         | \$14.60       | \$4.96        | \$0.68        | \$20.24       |
| 2820*        | Acorn A5       | 56             | 56             | 19         | \$27.06       | \$8.32        | \$0.51        | \$35.89       |
| 5100*        | Cobrahead S2   | 73             | 73             | 25         | \$6.40        | \$4.15        | \$0.68        | \$11.23       |
| 10200*       | Cobrahead S3   | 135            | 135            | 46         | \$7.88        | \$4.79        | \$1.24        | \$13.91       |
| 6320*        | ATB071 S2/S3   | 71             | 71             | 24         | \$7.99        | \$5.41        | \$0.65        | \$14.05       |
| 9200*        | ATB1 105 S3    | 105            | 105            | 36         | \$11.67       | \$6.51        | \$0.97        | \$19.15       |
| 23240*       | ATB2 280 S4    | 280            | 280            | 96         | \$13.20       | \$7.56        | \$2.60        | \$23.36       |
| 7200*        | E132 A3        | 132            | 132            | 45         | \$29.19       | \$8.49        | \$1.22        | \$38.90       |
| 9600*        | E157 SAW       | 157            | 157            | 54         | \$19.76       | \$5.86        | \$1.46        | \$27.08       |
| 7377*        | WP9 A2/S2      | 140            | 140            | 48         | \$44.40       | \$14.63       | \$1.30        | \$60.33       |
| 15228*       | Destin Double  | 210            | 210            | 72         | \$67.94       | \$32.31       | \$1.95        | \$102.20      |
| 9336*        | ATB0 108       | 108            | 108            | 37         | \$7.39        | \$4.78        | \$1.00        | \$13.17       |
| 3640*        | Colonial       | 45             | 45             | 15         | \$7.94        | \$5.07        | \$0.41        | \$13.42       |
| 5032*        | LG Colonial    | 72             | 72             | 25         | \$9.99        | \$5.96        | \$0.68        | \$16.63       |
| 4204         | Security Lt    | 43             | 43             | 15         | \$4.84        | \$2.87        | \$0.41        | \$8.12        |
| 5510         | Roadway 1      | 62             | 62             | 21         | \$5.82        | \$3.68        | \$0.57        | \$10.07       |
| 32327        | Galleon 6sq    | 315            | 315            | 108        | \$20.99       | \$11.04       | \$2.92        | \$34.95       |
| 38230        | Galleon 7sq    | 370            | 370            | 127        | \$23.27       | \$12.30       | \$3.43        | \$39.00       |
| 53499        | Galleon 10sq   | 528            | 528            | 181        | \$32.18       | \$16.46       | \$4.89        | \$53.53       |
| 36000*       | Flood 421 W    | 421            | 421            | 145        | \$18.18       | \$9.98        | \$3.92        | \$32.08       |
| 5355         | Wildlife Cert  | 106            | 106            | 36         | \$17.84       | \$9.42        | \$0.97        | \$28.23       |
| 8300         | Evolve Area    | 72             | 72             | 25         | \$13.39       | \$7.16        | \$0.68        | \$21.23       |
| 8022         | ATB0 70        | 72             | 72             | 25         | \$7.83        | \$4.68        | \$0.68        | \$13.19       |
| 11619        | ATB0 100       | 104            | 104            | 36         | \$8.40        | \$4.92        | \$0.97        | \$14.29       |
| 30979        | ATB2 270       | 274            | 274            | 94         | \$15.17       | \$8.19        | \$2.54        | \$25.90       |
| 9514         | Roadway 2      | 95             | 95             | 33         | \$6.36        | \$3.90        | \$0.89        | \$11.15       |
| 15311        | Roadway 3      | 149            | 149            | 51         | \$8.77        | \$5.01        | \$1.38        | \$15.16       |
| 28557        | Roadway 4      | 285            | 285            | 98         | \$11.98       | \$6.63        | \$2.65        | \$21.26       |
| 5963         | Colonial Large | 72             | 72             | 25         | \$9.32        | \$5.23        | \$0.68        | \$15.23       |
| 4339         | Colonial Small | 45             | 45             | 15         | \$8.92        | \$5.04        | \$0.41        | \$14.37       |
| 8704         | Acorn A        | 81             | 81             | 28         | \$19.69       | \$9.77        | \$0.76        | \$30.22       |
| 7026         | Destin I       | 99             | 99             | 34         | \$33.09       | \$15.62       | \$0.92        | \$49.63       |
| 37400        | Flood Large    | 297            | 297            | 102        | \$17.46       | \$8.64        | \$2.76        | \$28.86       |
| 28700        | Flood Medium   | 218            | 218            | 75         | \$14.90       | \$7.52        | \$2.03        | \$24.45       |
| 18600        | Flood Small    | 150            | 150            | 52         | \$12.85       | \$6.49        | \$1.41        | \$20.75       |

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| Nominal   |
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| Dolivorod |

| Delivered<br><u>Lumen</u> | Desc.                             | Lamp<br><u>Wattage</u> | Line<br><u>Wattage</u> | Est.<br><u>kWh</u><br>** | Fixture<br><u>Charge</u> | Maint.<br><u>Charge</u> | Energy<br><u>Charge</u><br>*** | Total<br><u>Charge</u> |
|---------------------------|-----------------------------------|------------------------|------------------------|--------------------------|--------------------------|-------------------------|--------------------------------|------------------------|
| 23,588                    | ATB2 210                          | 208                    | 208                    | 71                       | \$13.09                  | \$7.22                  | ***<br>\$1.92                  | \$22.23                |
| 8,575                     | Destin                            | 77                     | 77                     | 26                       | \$25.27                  | \$12.25                 | \$0.70                         | \$38.22                |
| 1,958                     | Destin Wildlife                   | 56                     | 56                     | 19                       | \$28.08                  | \$13.40                 | \$0.51                         | \$41.99                |
| 8,212                     | AEL Roadway ATBS 3K               | 76                     | 76                     | 26                       | \$4.01                   | \$3.16                  | \$0.70                         | \$7.87                 |
| 8,653                     | AEL Roadway ATBS 4K               | 76                     | 76                     | 26                       | \$4.01                   | \$3.16                  | \$0.70                         | \$7.87                 |
| 5,300                     | Cree RSW Amber - XL               | 144                    | 144                    | 49                       | \$11.31                  | \$6.43                  | \$1.32                         | \$19.06                |
| 3,715                     | Cree RSW Amber - Large            | 92                     | 92                     | 32                       | \$8.25                   | \$5.09                  | \$0.87                         | \$14.21                |
| 7,300                     | EPTC                              | 65                     | 65                     | 22                       | \$13.19                  | \$6.79                  | \$0.59                         | \$20.57                |
| 3,358                     | Cont American Elect 3K            | 38                     | 38                     | 13                       | \$5.53                   | \$3.56                  | \$0.35                         | \$9.44                 |
| 3,615                     | Cont American Elect 4K            | 38                     | 38                     | 13                       | \$5.53                   | \$3.56                  | \$0.35                         | \$9.44                 |
| 16,593                    | Acuity AEL ATB2 Gray              | 133                    | 133                    | 46                       | \$6.68                   | \$4.18                  | \$1.24                         | \$12.10                |
| 6,586                     | Holophane Granville (Black/Black) | 51                     | 51                     | 18                       | \$13.16                  | \$7.16                  | \$0.49                         | \$20.81                |
| 12,000                    | Cree XSPM                         | 95                     | 95                     | 33                       | \$5.88                   | \$3.88                  | \$0.89                         | \$10.65                |

Initial

Section No. VI Thirty-Third Revised Sheet No. 6.18 Canceling Thirty-Second Revised Sheet No. 6.18

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#### Mercury Vapor (Not Available for New Installations)

| mua            |             |         |                |            |               |               |         |               |
|----------------|-------------|---------|----------------|------------|---------------|---------------|---------|---------------|
| Lamp           |             |         |                |            |               |               |         |               |
| Rating         |             | Lamp    | Line           | Est.       | Fixture       | Maint.        | Energy  | Total         |
| <u>(Lumen)</u> | Desc.       | Wattage | <u>Wattage</u> | <u>kWh</u> | <u>Charge</u> | <u>Charge</u> | Charge  | <u>Charge</u> |
| 7000*          | Open Bottom | 175     | 195            | 67         | \$2.27        | \$1.40        | \$1.81  | \$5.48        |
| 3200*          | Cobrahead   | 100     | 114            | 39         | \$4.20        | \$1.96        | \$1.05  | \$7.21        |
| 7000*          | Cobrahead   | 175     | 195            | 67         | \$3.82        | \$1.83        | \$1.81  | \$7.46        |
| 9400*          | Cobrahead   | 250     | 277            | 95         | \$5.02        | \$2.23        | \$2.57  | \$9.82        |
| 17000*         | Cobrahead   | 400     | 442            | 152        | \$5.49        | \$2.32        | \$4.11  | \$11.92       |
| 48000*         | Cobrahead   | 1000    | 1084           | 372        | \$11.01       | \$4.03        | \$10.06 | \$25.10       |
| 17000*         | Directional | 400     | 474            | 163        | \$8.26        | \$3.11        | \$4.41  | \$15.78       |
|                |             |         |                |            |               |               |         |               |

\* Not Available for New Installation.

\*\* Estimated Monthly kWh = (Line Wattage x Annual Operating Hours)/(1000 x 12)

\*\*\* Energy Charge = 2.590¢/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) \$18.40.
- Charge for 13 ft. decorative high gloss concrete pole used only for decorative lights (Colonial, Acorn, or English Coach) \$16.68.

Charge for 16 ft. decorative base aluminum pole with 6" Tenon used only for decorative lights (Destin Single or Double) \$13.22.

Charge for 17 ft. decorative base aluminum pole used only for decorative lights (Colonial, Acorn, or English Coach) \$19.32.

Charge for 18 ft. (14 ft. mounting height) aluminum decorative York pole \$17.55.

Charge for 20 ft. (16 ft. mounting height) aluminum decorative Grand pole \$14.35.

Charge for 20 ft. fiberglass pole used only for decorative lights (Colonial) \$6.84.

\* Charge for 20 ft. (16 ft. mounting height) aluminum, round, tapered pole (Spun Tenon) \$6.01.

Charge for 20 ft. (16 ft. mounting height) aluminum, round, tapered pole (Welded Tenon) \$20.48.

Charge for 25 ft. (20 ft. mounting height) aluminum, round, tapered pole \$21.41.

Charge for 30 ft. wood pole \$4.44.\*

Charge for 30 ft. concrete pole \$9.27.

Charge for 30 ft. fiberglass pole with concrete, anchor-based pedestal used primarily for the 100,000 Lumen Large Parking Lot fixture \$43.89.\*

Charge for 30 ft. (25 ft. mounting height) aluminum, round, tapered pole \$23.73.

Section No. VI Twenty-Ninth Revised Sheet No. 6.19 Canceling Twenty-Eighth Revised Sheet No. 6.19 PAGE EFFECTIVE DATE 6 of 12 (Continued from Rate Schedule OS, Sheet No. 6.18) **ADDITIONAL FACILITIES CHARGES (continued):** Charge for 30 ft. aluminum pole used with concrete adjustable base \$21.69. Charge for 35 ft. concrete pole \$13.51. Charge for 35 ft. concrete pole (Tenon Top) \$18.65. Charge for 35 ft. wood pole \$6.44. Charge for 35 ft. (30 ft. mounting height) aluminum, round, tapered pole \$26.60. Charge for 40 ft. wood pole \$7.92. Charge for 45 ft. concrete pole (Tenon Top) \$24.48. Charge for 22 ft. aluminum pole \$14.81. Charge for 25 ft. aluminum pole \$15.42. Charge for 30 ft. aluminum pole with 8' arm \$38.55. Charge for 30 ft. aluminum pole with 10' arm \$40.39. Charge for 30 ft. aluminum pole with 12' arm \$37.40. Charge for 35 ft. aluminum pole with 8' arm \$42.44. Charge for 35 ft. aluminum pole with 10' arm \$41.94. Charge for 35 ft. aluminum pole with 12' arm \$42.93. Charge for 40 ft. aluminum pole with 8' arm \$43.93. Charge for 40 ft. aluminum pole with 10' arm \$46.40. Charge for 40 ft. aluminum pole with 12' arm \$47.92. Charge for 16 ft. aluminum decorative arlen pole \$16.68. Charge for 16 ft. aluminum decorative arlen pole with banner arms \$20.59. Charge for 40 ft. concrete pole \$32.17. Charge for 45 ft. wood pole \$7.88. Charge for 50 ft. wood pole \$9.44. Charge for 18 ft. aluminum, round tapered pole \$7.61. Charge for 14.5 ft. concrete, round tapered pole \$17.89. Charge for single arm for Shoebox/Small Parking Lot fixture \$2.57. Charge for double arm for Shoebox/Small Parking Lot fixture \$2.85. Charge for triple arm for Shoebox/Small Parking Lot fixture \$3.85. Charge for guadruple arm for Shoebox/Small Parking Lot fixture \$4.87. Charge for Tenon Top adapter for 100,000 Lumen Large Parking Lot fixture \$4.73. Charge for optional 100 amp relay \$26.51. Charge for 25 kVA transformer (noncoastal) \$36.70. Charge for 25 kVA transformer (costal) \$52.31.

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.

| Section No. VI<br>Original Sheet No. 6.19.1 |                |  |  |  |  |  |
|---------------------------------------------|----------------|--|--|--|--|--|
| PAGE<br>7 of 12                             | EFFECTIVE DATE |  |  |  |  |  |

#### 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,
- 2. 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 Thirtieth Revised Sheet No. 6.20 Canceling Twenty-Ninth Revised Sheet No. 6.20

PAGE EFFECTIVE DATE
8 of 12

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

(Closed Schedule)

#### 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 2.590¢/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.

|            |                            |                        | Tł                     |                    | o. VI<br>evised Sheet I<br>Twenty-Ninth |                         | eet No. 6.21           |
|------------|----------------------------|------------------------|------------------------|--------------------|-----------------------------------------|-------------------------|------------------------|
|            |                            |                        |                        |                    | PAGE<br>9 of 12                         | 2                       | EFFECTIVE DATE         |
| (Continued | from Rate S                | chedule C              | S, Sheet N             | lo. 6.20)          |                                         |                         |                        |
| MONTH      | ILY RATES                  | 6 - CUSTO              | OMER OW                | /NED V             | VITH RELA                               | MPING SE                | RVICE AGREEMENT:       |
|            | Initial Lamp               |                        | <u>High Pre</u>        | essure             | Sodium Vap                              | <u>or</u>               |                        |
|            | Rating<br>( <u>Lumen</u> ) | Lamp<br><u>Wattage</u> | Line<br><u>Wattage</u> | Est.<br><u>kWh</u> | Relamping<br><u>Charge</u>              | Energy<br><u>Charge</u> | Total<br><u>Charge</u> |
|            |                            |                        |                        | **                 |                                         | ***                     |                        |
|            | 8800                       | 100                    | 120                    | 41                 | \$0.72                                  | \$1.11                  | \$1.83                 |
|            | 16000*                     | 150                    | 197                    | 68                 | \$0.71                                  | \$1.84                  | \$2.55                 |
|            | 20000*                     | 200                    | 233                    | 80                 | \$0.73                                  | \$2.16                  | \$2.89                 |
|            | 25000*                     | 250                    | 292                    | 100                | \$0.74                                  | \$2.70                  | \$3.44                 |
|            | 46000*                     | 400                    | 477                    | 164                | \$0.73                                  | \$4.43                  | \$5.16                 |
|            | 125000*                    | 1000                   | 1105                   | 379                | \$0.94                                  | \$10.25                 | \$11.19                |
|            |                            |                        |                        | Metal H            | lalide                                  |                         |                        |
|            | Initial Lamp               |                        |                        |                    |                                         |                         |                        |
|            | Rating<br>( <u>Lumen</u> ) | Lamp<br><u>Wattage</u> | Line<br><u>Wattage</u> | Est.<br><u>kWh</u> | Relamping<br><u>Charge</u>              | Energy<br><u>Charge</u> | Total<br><u>Charge</u> |
|            |                            |                        |                        | **                 |                                         | ***                     |                        |
|            | 32000*                     | 400                    | 476                    | 163                | \$0.87                                  | \$4.22                  | \$5.09                 |
|            | 100000*                    | 1000                   | 1100                   | 378                | \$3.20                                  | \$9.79                  | \$12.99                |

\* Not Available for New Installation

\*\* Estimated Monthly kWh = (Line Wattage x Annual Operating Hours)/(1000 x 12)

\*\*\* Energy Charge = 2.590 c/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 \$6.22.

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

Section No. VI Ninteenth Revised Sheet No. 6.22 Canceling Eighteenth Revised Sheet No. 6.22

| PAGE     | EFFECTIVE DATE |
|----------|----------------|
| 10 of 12 | March 29, 2019 |

(Continued from Rate Schedule OS, Sheet No. 6.21)

#### PROVISION FOR UP FRONT PAYMENT OF ADDITIONAL FACILITIES:

At the Customer's option, the cost of the additional facilities may be paid up front in lieu of a monthly charge. Should the Customer choose this method of payment, the amount will be the Company's total installed cost for these additional facilities for overhead or underground distribution electric service. The Company will retain ownership of these additional facilities.

The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

#### **PROVISION FOR UP FRONT PAYMENT OF FIXTURES:**

At the Customer's option, the cost of the fixture(s) may be paid up front in lieu of paying the monthly Total Charge of the fixture(s). Should the Customer choose this method of payment, the amount will be the Company's total installed cost for the fixture(s). The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges.

The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis the Maintenance and Energy Charges for the fixture(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

#### PROVISION FOR CHANGING TO DIFFERENT FIXTURE BEFORE CONTRACT EXPIRES:

The Company will change out a fixture(s) currently being billed to a customer to a different type of fixture(s) at no cost after the expiration of the initial contract term. If a Customer requests that the change out be made prior to the end of the initial contract term, the Customer will be billed labor and overhead costs for the removal of the old fixture or parts necessary for the conversion (lamp, ballast, etc.) and the installation of the new fixture or parts necessary for the conversion (lamp, ballast, etc.). The Customer will then begin paying the price in the tariff applicable to the new fixture(s) that was installed.

**ISSUED BY:** Charles S. Boyett

Section No. VI Twenty-Sixth Revised Sheet No. 6.23 Canceling Twenty-Fifth Revised Sheet No. 6.23

PAGE EFFECTIVE DATE
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(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:

5.098 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 \$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 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 Thirty-First Revised Sheet No. 6.24 Canceling Thirtieth Revised Sheet No. 6.24

| PAGE     | EFFECTIVE DATE  |
|----------|-----------------|
| 12 of 12 | January 1, 2021 |

(Continued from Rate Schedule OS, Sheet No. 6.23)

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

#### **STORM PROTECTION:**

See Sheet No. 6.31

#### **STORM RESTORATION:**

See Sheet No. 6.25

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.

| Section No. VI            |  |
|---------------------------|--|
| Original Sheet No. 6.24.1 |  |

PAGE EFFECTIVE DATE
1 of 2

#### RATE SCHEDULE: SL-1M STREET LIGHTING METERED SERVICE

#### AVAILABILITY:

In all territory served.

#### 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. All modifications to existing or new Customer-owned circuits to be metered under this tariff.

#### 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: \$7.50

Energy Charge: 2.010 ¢/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.

|                                                                                                          | Section No. \<br>Original Shee |                |
|----------------------------------------------------------------------------------------------------------|--------------------------------|----------------|
|                                                                                                          | PAGE<br>2 of 2                 | EFFECTIVE DATE |
| TAX ADJUSTMEN<br>See Sheet No. 6.3                                                                       |                                |                |
| FRANCHISE FEE BIL<br>See Sheet No. 6.3                                                                   |                                |                |
| FUEL CHARGE:<br>See Sheet No. 6.34                                                                       |                                |                |
| PURCHASED POWER CAPA<br>See Sheet No. 6.3                                                                |                                |                |
| ENVIRONMENTAL C<br>See Sheet No. 6.36                                                                    |                                |                |
| ENERGY CONSERVA<br>See Sheet No. 6.38                                                                    |                                |                |
| STORM PROTECT<br>See Sheet No. 6.                                                                        |                                |                |
| STORM RESTORA<br>See Sheet No. 6.2                                                                       |                                |                |
| GROSS RECEIPTS TAX AD<br>See Sheet No. 6.3                                                               |                                |                |
| PAYMENT OF BILI<br>See Sheet No. 6.3                                                                     | -                              |                |
|                                                                                                          |                                |                |
| Service under this rate schedule is subject to Rules<br>Company and the Florida Public Service Commissio |                                | is of the      |

|                                                                                                                                                                              | Section No. VI<br>Original Sheet N | lo. 6.24.3          |  |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------|--|--|--|--|
|                                                                                                                                                                              | PAGE<br>1 of 2                     | EFFECTIVE DATE      |  |  |  |  |
| RATE SCHEDULE: SL-2M<br>TRAFFIC SIGNAL METERED SERVICE                                                                                                                       |                                    |                     |  |  |  |  |
| AVAILABILITY:                                                                                                                                                                |                                    |                     |  |  |  |  |
| In all territory served.                                                                                                                                                     |                                    |                     |  |  |  |  |
| APPLICABILITY                                                                                                                                                                |                                    |                     |  |  |  |  |
| Service for traffic signal lighting where the signal system and the circuit to connect with Company's existing supply lines are installed, owned and maintained by Customer. |                                    |                     |  |  |  |  |
| CHARACTER OF SER                                                                                                                                                             | VICE:                              |                     |  |  |  |  |
| Available for single phase service from local distribut nominal secondary voltage of 120/240 volts.                                                                          | tion lines of the                  | Company's system at |  |  |  |  |
| RATES:                                                                                                                                                                       | RATES:                             |                     |  |  |  |  |
| Base Charge: \$7.50                                                                                                                                                          |                                    |                     |  |  |  |  |
| Energy Charge: 4.404¢/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.                                    |                                    |                     |  |  |  |  |
|                                                                                                                                                                              |                                    |                     |  |  |  |  |
|                                                                                                                                                                              |                                    |                     |  |  |  |  |
|                                                                                                                                                                              |                                    |                     |  |  |  |  |
|                                                                                                                                                                              |                                    |                     |  |  |  |  |
|                                                                                                                                                                              |                                    |                     |  |  |  |  |
|                                                                                                                                                                              |                                    |                     |  |  |  |  |
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| Section No. VI<br>Original Sheet No. 6.24.4                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                |
| PAGE EFFECTIVE DATE 2 of 2                                                                                                     |
|                                                                                                                                |
| TAX ADJUSTMENT:<br>See Sheet No. 6.37                                                                                          |
| FRANCHISE FEE BILLING:<br>See Sheet No. 6.37                                                                                   |
| FUEL CHARGE:<br>See Sheet No. 6.34                                                                                             |
| PURCHASED POWER CAPACITY COST:<br>See Sheet No. 6.35                                                                           |
| ENVIRONMENTAL COST:<br>See Sheet No. 6.36                                                                                      |
| ENERGY CONSERVATION:<br>See Sheet No. 6.38                                                                                     |
| STORM PROTECTION:<br>See Sheet No. 6.31                                                                                        |
| STORM RESTORATION:<br>See Sheet No. 6.25                                                                                       |
| GROSS RECEIPTS TAX ADJUSTMENT:<br>See Sheet No. 6.37                                                                           |
| PAYMENT OF BILLS:<br>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. |
| ISSUED BY: Tiffany Cohen                                                                                                       |

| Section No. VI            |  |
|---------------------------|--|
| Original Sheet No. 6.24.5 |  |

PAGE 1 of 5 EFFECTIVE DATE

#### RATE SCHEDULE LT-1 LIGHTING

#### AVAILABILITY:

In all territory served.

#### **APPLICABILITY:**

For the purpose of lighting streets and roadways, area lighting including parking lots and common areas, whether public or privately owned, and security lighting.

#### TYPE OF INSTALLATION:

All new installations will be light emitting diodes (LED).

Company-owned fixtures normally will be mounted on poles of the Company's existing distribution system and served from overhead wires. For roadway and area lighting, excluding security lighting, the Company may provide special poles or underground wires at the charges specified below. In addition, the Company, at its discretion, may offer the Customer the option of Company-owned fixtures attached to poles owned by the Customer. For these installations, the customer owned poles require pre-approval by a Company representative.

The location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

#### SERVICE:

Service includes energy from dusk each day until dawn the following day and maintenance of Company-owned lighting systems. Maintenance includes replacement or repair of any circuit component to assure the facilities are operational and safe. The Company will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

#### LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source.

For security lights, customer must have an active house or premise account associated with this service Stand-by or resale service is not permitted hereunder.

#### SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

#### **TERM OF SERVICE:**

Initial term of ten (10) years with automatic, successive five (5) year extensions unless terminated in writing by either Gulf or the Customer at least ninety (90) days prior to the current term's expiration. Term of service begins upon execution of the LED Lighting Agreement.

| GULF                                                                                                                                                                                                                                                                                 | POWER COMPANY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                     |                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Section No.<br>Original She                                                                                         | VI<br>eet No. 6.24.6                                                                                                   |
|                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | PAGE<br>2 of 5                                                                                                      | EFFECTIVE DATE                                                                                                         |
|                                                                                                                                                                                                                                                                                      | RULES AND REGU                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | JLATIONS:                                                                                                           |                                                                                                                        |
| currentl<br>Service                                                                                                                                                                                                                                                                  | under this schedule is subject to orders of governmental<br>y effective "General Rules and Regulations for Electric S<br>Commission. In case of conflict between any provisi<br>tions for Electric Service", the provision of this schedule s                                                                                                                                                                                                                                                                                                     | ervice" on file with the Flo<br>ion of this schedule and                                                            | orida Public                                                                                                           |
|                                                                                                                                                                                                                                                                                      | CUSTOMER CONTR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | RIBUTIONS:                                                                                                          |                                                                                                                        |
| A Contr                                                                                                                                                                                                                                                                              | ibution-in-Aid-of-Construction (CIAC) will be required for                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | :                                                                                                                   |                                                                                                                        |
| a)                                                                                                                                                                                                                                                                                   | the differential cost between employing rapid constru-<br>installation work where no obstructions exist, and the ac<br>systems, paved surfaces (such as sidewalks, curbs, gut<br>obstructions encountered along the Lighting System in<br>If the Customer elects to perform work such as trend<br>Company with a credit (not to exceed the total CIAC of<br>Company;                                                                                                                                                                              | dded cost to overcome ob<br>tters, and roadways), land<br>nstallation route, includin<br>ching and restoration, the | structions such as sprinkler<br>scaping, sodding and other<br>g repair and replacement.<br>y will be reimbursed by the |
| b)                                                                                                                                                                                                                                                                                   | the installation cost of any new overhead distribution<br>distribution facilities which are required in order to serve<br>annual non-fuel energy revenue generated by the ins<br>where underground facilities are installed, the diffe<br>overhead distribution facilities.                                                                                                                                                                                                                                                                       | the Lighting System less stallation or alteration of                                                                | four (4) times the additional the Lighting System, plus                                                                |
| Custom                                                                                                                                                                                                                                                                               | costs shall be paid by the Customer prior to the initiation<br>of shall also pay any additional costs associated with<br>e has been made.                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                     |                                                                                                                        |
|                                                                                                                                                                                                                                                                                      | REMOVAL OR RELOCATIO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | N OF FACILITIES:                                                                                                    |                                                                                                                        |
| Custom<br>plus the                                                                                                                                                                                                                                                                   | pany owned lighting facilities are removed by Customer re<br>er may be responsible to pay the net book value for the<br>e cost to remove the facilities. These charges do not ap<br>ny owned LED lights.                                                                                                                                                                                                                                                                                                                                          | fixtures, poles, and addition                                                                                       | onal lighting facility charges                                                                                         |
|                                                                                                                                                                                                                                                                                      | relocations are treated as removals of facilities from the or<br>ation. Facilities will not be transferred and reused at a new                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                     | n of the new facilities in the                                                                                         |
| In all cases, should the Customer request termination of the Agreement, such termination will require written notice 90 days prior to the date of termination.                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                     |                                                                                                                        |
| CONVERSION OF COMPANY OWNED NON-LED LIGHTS TO COMPANY OWNED LED LIGHTS:                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                     |                                                                                                                        |
| For customers converting Company owned non-LED to Company owned LED Lights, the LED Conversion Recovery Charge will apply and there will be no charge for the fixtures being removed. Any other charges for relocation or replacement of Company owned facilities would still apply. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                     |                                                                                                                        |
| CHANGE IN FIXTURE SIZE OR TYPE:                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                     |                                                                                                                        |
| consiste<br>request<br>4 years                                                                                                                                                                                                                                                       | At the Customer's request, the Company will change to a lower or higher level of illumination when the changes are consistent with good engineering practices. An LED fixture will be the only modification from an LED or non-LED fixture request. The Customer will pay the net book value of the existing fixture, plus removal costs and will receive a credit for 4 years additional revenue generated by the larger fixtures, if applicable. If changes are required to the distribution system to support the larger lights, standard CIAC |                                                                                                                     |                                                                                                                        |
| ISSUE                                                                                                                                                                                                                                                                                | <b>D BY:</b> Tiffany Cohen                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                     |                                                                                                                        |

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charges as described will also apply. The Customer will pay the Company the net costs incurred in making other fixture changes.

#### MONTHLY RATES FOR MAINTENANCE AND CONVERSION:

| Maintenance per Fixture for Company Owned LED Fixture and Pole     | \$1.30 |
|--------------------------------------------------------------------|--------|
| Maintenance per Fixture for Company Owned Fixture on Customer Pole | \$1.04 |
| LED Conversion Recovery Charge                                     | \$1.48 |

#### MONTHLY RATES FOR POLES USED ONLY FOR LIGHTING SYSTEM:

| Standard Wood pole       | \$5.66  |
|--------------------------|---------|
| Standard Concrete pole   | \$7.73  |
| Standard Fiberglass pole | \$9.16  |
| Decorative Concrete pole | \$25.82 |

#### **MONTHLY RATES FOR LED FIXTURES\*:**

|                |        | Fixture<br>Tier |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|----------------|--------|-----------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| Energy<br>Tier | Charge | 1               | 2    | 3    | 4    | 5    | 6    | 7    | 8    | 9    | 10   | 11   | 12   | 13   | 14   | 15   |
| Α              | \$0.00 | 1.5             | 4.5  | 7.5  | 10.5 | 13.5 | 16.5 | 19.5 | 22.5 | 25.5 | 28.5 | 31.5 | 34.5 | 37.5 | 40.5 | 43.5 |
| в              | \$0.20 | 1.7             | 4.7  | 7.7  | 10.7 | 13.7 | 16.7 | 19.7 | 22.7 | 25.7 | 28.7 | 31.7 | 34.7 | 37.7 | 40.7 | 43.7 |
| с              | \$0.40 | 1.9             | 4.9  | 7.9  | 10.9 | 13.9 | 16.9 | 19.9 | 22.9 | 25.9 | 28.9 | 31.9 | 34.9 | 37.9 | 40.9 | 43.9 |
| D              | \$0.60 | 2.1             | 5.1  | 8.1  | 11.1 | 14.1 | 17.1 | 20.1 | 23.1 | 26.1 | 29.1 | 32.1 | 35.1 | 38.1 | 41.1 | 44.1 |
| Е              | \$0.80 | 2.3             | 5.3  | 8.3  | 11.3 | 14.3 | 17.3 | 20.3 | 23.3 | 26.3 | 29.3 | 32.3 | 35.3 | 38.3 | 41.3 | 44.3 |
| F              | \$1.00 | 2.5             | 5.5  | 8.5  | 11.5 | 14.5 | 17.5 | 20.5 | 23.5 | 26.5 | 29.5 | 32.5 | 35.5 | 38.5 | 41.5 | 44.5 |
| G              | \$1.20 | 2.7             | 5.7  | 8.7  | 11.7 | 14.7 | 17.7 | 20.7 | 23.7 | 26.7 | 29.7 | 32.7 | 35.7 | 38.7 | 41.7 | 44.7 |
| н              | \$1.40 | 2.9             | 5.9  | 8.9  | 11.9 | 14.9 | 17.9 | 20.9 | 23.9 | 26.9 | 29.9 | 32.9 | 35.9 | 38.9 | 41.9 | 44.9 |
| 1              | \$1.60 | 3.1             | 6.1  | 9.1  | 12.1 | 15.1 | 18.1 | 21.1 | 24.1 | 27.1 | 30.1 | 33.1 | 36.1 | 39.1 | 42.1 | 45.1 |
| J              | \$1.80 | 3.3             | 6.3  | 9.3  | 12.3 | 15.3 | 18.3 | 21.3 | 24.3 | 27.3 | 30.3 | 33.3 | 36.3 | 39.3 | 42.3 | 45.3 |
| к              | \$2.00 | 3.5             | 6.5  | 9.5  | 12.5 | 15.5 | 18.5 | 21.5 | 24.5 | 27.5 | 30.5 | 33.5 | 36.5 | 39.5 | 42.5 | 45.5 |
| L              | \$2.20 | 3.7             | 6.7  | 9.7  | 12.7 | 15.7 | 18.7 | 21.7 | 24.7 | 27.7 | 30.7 | 33.7 | 36.7 | 39.7 | 42.7 | 45.7 |
| м              | \$2.40 | 3.9             | 6.9  | 9.9  | 12.9 | 15.9 | 18.9 | 21.9 | 24.9 | 27.9 | 30.9 | 33.9 | 36.9 | 39.9 | 42.9 | 45.9 |
| N              | \$2.60 | 4.1             | 7.1  | 10.1 | 13.1 | 16.1 | 19.1 | 22.1 | 25.1 | 28.1 | 31.1 | 34.1 | 37.1 | 40.1 | 43.1 | 46.1 |
| 0              | \$2.80 | 4.3             | 7.3  | 10.3 | 13.3 | 16.3 | 19.3 | 22.3 | 25.3 | 28.3 | 31.3 | 34.3 | 37.3 | 40.3 | 43.3 | 46.3 |
| Р              | \$3.00 | 4.5             | 7.5  | 10.5 | 13.5 | 16.5 | 19.5 | 22.5 | 25.5 | 28.5 | 31.5 | 34.5 | 37.5 | 40.5 | 43.5 | 46.5 |
| Q              | \$3.20 | 4.7             | 7.7  | 10.7 | 13.7 | 16.7 | 19.7 | 22.7 | 25.7 | 28.7 | 31.7 | 34.7 | 37.7 | 40.7 | 43.7 | 46.7 |
| R              | \$3.40 | 4.9             | 7.9  | 10.9 | 13.9 | 16.9 | 19.9 | 22.9 | 25.9 | 28.9 | 31.9 | 34.9 | 37.9 | 40.9 | 43.9 | 46.9 |
| s              | \$3.60 | 5.1             | 8.1  | 11.1 | 14.1 | 17.1 | 20.1 | 23.1 | 26.1 | 29.1 | 32.1 | 35.1 | 38.1 | 41.1 | 44.1 | 47.1 |
| т              | \$3.80 | 5.3             | 8.3  | 11.3 | 14.3 | 17.3 | 20.3 | 23.3 | 26.3 | 29.3 | 32.3 | 35.3 | 38.3 | 41.3 | 44.3 | 47.3 |
| U              | \$4.00 | 5.5             | 8.5  | 11.5 | 14.5 | 17.5 | 20.5 | 23.5 | 26.5 | 29.5 | 32.5 | 35.5 | 38.5 | 41.5 | 44.5 | 47.5 |
| v              | \$4.20 | 5.7             | 8.7  | 11.7 | 14.7 | 17.7 | 20.7 | 23.7 | 26.7 | 29.7 | 32.7 | 35.7 | 38.7 | 41.7 | 44.7 | 47.7 |
| w              | \$4.40 | 5.9             | 8.9  | 11.9 | 14.9 | 17.9 | 20.9 | 23.9 | 26.9 | 29.9 | 32.9 | 35.9 | 38.9 | 41.9 | 44.9 | 47.9 |
| х              | \$4.60 | 6.1             | 9.1  | 12.1 | 15.1 | 18.1 | 21.1 | 24.1 | 27.1 | 30.1 | 33.1 | 36.1 | 39.1 | 42.1 | 45.1 | 48.1 |
| Y              | \$4.80 | 6.3             | 9.3  | 12.3 | 15.3 | 18.3 | 21.3 | 24.3 | 27.3 | 30.3 | 33.3 | 36.3 | 39.3 | 42.3 | 45.3 | 48.3 |
| z              | \$5.00 | 6.5             | 9.5  | 12.5 | 15.5 | 18.5 | 21.5 | 24.5 | 27.5 | 30.5 | 33.5 | 36.5 | 39.5 | 42.5 | 45.5 | 48.5 |
| AA             | \$5.20 | 6.7             | 9.7  | 12.7 | 15.7 | 18.7 | 21.7 | 24.7 | 27.7 | 30.7 | 33.7 | 36.7 | 39.7 | 42.7 | 45.7 | 48.7 |
| BB             | \$5.40 | 6.9             | 9.9  | 12.9 | 15.9 | 18.9 | 21.9 | 24.9 | 27.9 | 30.9 | 33.9 | 36.9 | 39.9 | 42.9 | 45.9 | 48.9 |
| сс             | \$5.60 | 7.1             | 10.1 | 13.1 | 16.1 | 19.1 | 22.1 | 25.1 | 28.1 | 31.1 | 34.1 | 37.1 | 40.1 | 43.1 | 46.1 | 49.1 |
| DD             | \$5.80 | 7.3             | 10.3 | 13.3 | 16.3 | 19.3 | 22.3 | 25.3 | 28.3 | 31.3 | 34.3 | 37.3 | 40.3 | 43.3 | 46.3 | 49.3 |
| EE             | \$6.00 | 7.5             | 10.5 | 13.5 | 16.5 | 19.5 | 22.5 | 25.5 | 28.5 | 31.5 | 34.5 | 37.5 | 40.5 | 43.5 | 46.5 | 49.5 |

\*Notes:

Catalog of available fixtures and the assigned billing tier for each can viewed at www.gulfpower.com.

The non-fuel energy charge is 3.300¢ per kWh; where kWh is calculated as (wattage x 353.3 hours per month) / 1000

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#### SPECIAL PROVISIONS:

Where the Company provides fixtures or poles other than those referenced above, the monthly charges, as applicable shall be computed as follows:

Charge: 1.14% of the Company's average installed cost of the pole, light fixture or both.

Standard maintenance fees to apply Standard non-fuel Energy Charge to apply

#### ADDITIONAL LIGHTING CHARGE:

Any special or additional lighting charges, which are required by the Company, will be billed in addition to the above rates.

Charge: 1.14% of the Company's average installed cost of the additional lighting facilities.

#### **BILLING:**

During the initial installation period: Facilities in service for 15 days or less will not be billed; Facilities in service for 16 days or more will be billed for a full month.

For Security lights only, the Company has the right at any time to remove the light for non-payment and decline new request to customers with prior non-payment activity.

#### WILLFUL DAMAGE:

Upon the second occurrence of willful damage to any Company-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, the Company will:

- a) If a commercially available and Company approved device exists, install a protective shield. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed before the second occurrence, the Customer shall only pay the cost of the shield; or
- b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the estimated costs of the replacement fixture; or
- c) Terminate service to the fixture. In this case, the lighting facilities will be removed from the field and from billing; the Customer will pay the lighting facilities charges for the remaining period of the currently active term of service plus the cost to remove the facilities.

Option selection shall be made by the Customer in writing and apply to all fixtures which the Company has installed on the Customer's behalf on the same account. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

| Section No. VI<br>Sheet No. 6.24.9                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------|
| PAGE EFFECTIVE DATE 5 of 5                                                                                                     |
| TAX ADJUSTMENT:                                                                                                                |
| See Sheet No. 6.37                                                                                                             |
| FRANCHISE FEE BILLING:<br>See Sheet No. 6.37                                                                                   |
| FUEL CHARGE:<br>See Sheet No. 6.34                                                                                             |
| PURCHASED POWER CAPACITY COST:<br>See Sheet No. 6.35                                                                           |
| ENVIRONMENTAL COST:<br>See Sheet No. 6.36                                                                                      |
| ENERGY CONSERVATION:<br>See Sheet No. 6.38                                                                                     |
| STORM PROTECTION:<br>See Sheet No. 6.31                                                                                        |
| STORM RESTORATION:<br>See Sheet No. 6.25                                                                                       |
| GROSS RECEIPTS TAX ADJUSTMENT:<br>See Sheet No. 6.37                                                                           |
| PAYMENT OF BILLS:<br>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. |

Section No. VI Twenty-Fifth Revised Sheet No. 6.25 Canceling Twenty-Fourth Revised Sheet No. 6.25

#### RATE SCHEDULE STORM STORM RESTORATION RECOVERY

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

#### APPLICABILITY:

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

#### DETERMINATION OF STORM RESTORATION RECOVERY SURCHARGE

The Storm Restoration Recovery Surcharge is designed to recover incremental storm-related costs incurred by the Company related to Hurricane Michael, as well as funds to replenish the Company's storm reserve. The factor is applicable to the Energy Charge under the Company's various rate schedules.

Storm Restoration Recovery Surcharge factors are shown below:

| Rate Schedule     | <u>¢/kWh</u> |
|-------------------|--------------|
| RS, RSVP          | 0.800        |
| GS                | 0.881        |
| GSD, GSDT, GSTOU  | 0.443        |
| LP, LPT           | 0.347        |
| PX, PXT, RTP, SBS | 0.234        |
| OS-I/II           | 1.178        |
| OS-III            | 1.178        |

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

Section No. VI Original Sheet No. 6.25.1

#### RATE SCHEDULE STORM INTERIM STORM RESTORATION RECOVERY

EFFECTIVE DATE March 2, 2021

#### **APPLICABILITY:**

PAGE

1 of 1

Applicable to each filed retail schedule under which a Customer receives service.

#### DETERMINATION OF INTERIM STORM RESTORATION RECOVERY SURCHARGE

The Interim Storm Restoration Recovery Surcharge is designed to recover incremental storm-related costs incurred by the Company related to Hurricane Sally. The factor is applicable to the Energy Charge under the Company's various rate schedules.

Interim Storm Restoration Recovery Surcharge factors are shown below:

| Rate Schedule     | <u>¢/kWh</u> |
|-------------------|--------------|
| RS, RSVP          | 0.300        |
| GS                | 0.329        |
| GSD, GSDT, GSTOU  | 0.167        |
| LP, LPT           | 0.130        |
| PX, PXT, RTP, SBS | 0.087        |
| OS-I/II           | 0.239        |
| OS-III            | 0.239        |

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

Section No. VI Tenth Revised Sheet No. 6.31 Canceling Ninth Revised Sheet No. 6.31

### RATE SCHEDULE SPP STORM PROTECTION PLAN COST RECOVERY CLAUSE

| PAGE   | EFFECTIVE DATE  |
|--------|-----------------|
| 1 of 1 | January 1, 2021 |

### **APPLICABILITY:**

Applicable as a modification of each filed rate of the Company in which the reference is made to Rate SPP.

#### DETERMINATION OF STORM PROTECTION PLAN COST RECOVERY FACTOR:

The purpose of the Storm Protection Plan Cost Recovery Clause is to recover costs related to the Company's approved Storm Protection Plan. Costs are classified and allocated to the rate classes using a demand allocation method consistent with the cost of service methodology approved in the Company's last rate case.

The total cost recovery factor applicable to energy or demand delivered will include, when applicable, a true-up, with interest, to prior actual costs, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues.

Storm Protection Plan Cost Recovery Clause factors are shown below:

|                   | Storm Protection Plan Cost      |
|-------------------|---------------------------------|
| Rate Schedule     | Recovery Factor                 |
| RS, RSVP          | 0.037¢/kWh                      |
| GS                | 0.039¢/kWh                      |
| GSTOU             | 0.030¢/kWh                      |
| GSD               | \$0.09 per kW of billing demand |
| GSDT              | \$0.09 per kW of maximum demand |
| LP                | \$0.12 per kW of billing demand |
| LPT               | \$0.12 per kW of maximum demand |
| PX, PXT, RTP, SBS | 0.026¢/kWh                      |
| OS-I/II           | 0.023¢/kWh                      |
| OS-III            | 0.022¢/kWh                      |
|                   |                                 |

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

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**GULF POWER COMPANY** 

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Section No. VI<br>Tenth Revised Sheet No. 6.32<br>Canceling Ninth Revised Sheet No. 6.32                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RATE SCHEDULE BB<br>BUDGET BILLING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| (OPTIONAL RIDER)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | PAGE EFFECTIVE DATE 1 of 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| AVAIL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ABILITY:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Available throughout the entire territory served                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | d by the Company.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| APPLI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | CABILITY:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Plan described below for RS rate billings. A Customer may<br>and may be terminated from the Budget Billing Plan by Gul<br>service account. Once a Customer's participation in the B                                                                                                                                                                                                                                                                                                                                | with the Company is eligible to participate in the Budget Billing<br>/ terminate participation in the Budget Billing Plan at any time<br>f if the Customer becomes subject to collection action on this<br>sudget Billing Plan has terminated he/she may not rejoin the<br>te of termination. Each eligible Customer not on this Budget                                                                                                                                                                                                                                                                                                                                 |
| current consumption. The levelized amount is determined by<br>average of all available billing history, whichever is less, and<br>the Customer has not resided at the premise for 12 month<br>billings will be used. Any difference between the levelized<br>balance. The current levelized amount is adjusted each<br>calculated by dividing the current deferred balance total by 12<br>constitutes the current month's Budget Billing amount. Cus<br>information on their monthly bill: current consumption and | on a levelized consumption basis rather than on the basis of<br>y averaging the last 12 monthly billings for the premise, or the<br>l applying the current RS rate and appropriate adjustments. If<br>s, the Customer's monthly billings plus the previous tenant's<br>d amount and the regular bill amount is added to a deferred<br>month by adding the deferred balance adjustment, which is<br>2. The levelized amount, plus the deferred balance adjustment,<br>stomers on the Budget Billing Plan will receive the following<br>d associated charges, the total budget bill charge, and the<br>es a reissuance of their bill for any reason, the tariff rates and |
| Customer owes to Gulf will be billed to the Customer accordin<br>which is owed to the Customer will be credited against any c                                                                                                                                                                                                                                                                                                                                                                                      | is terminated, any amount in the deferred balance which the<br>ig to the terms of Section 6; any amount in the deferred balance<br>butstanding billed amounts, and any remaining balance will be<br>on request. Customers who transfer the location of their service<br>redit balance transferred to the new service address.                                                                                                                                                                                                                                                                                                                                           |
| with the Company is eligible to participate in the Budget Billing<br>GS or GSD Customers that rent electrical facilities from the C<br>eligible to participate in this Budget Billing Plan. A Custome<br>time and may be terminated from the Budget Billing Plan by<br>this service account. Once a Customer's participation in the                                                                                                                                                                                | and has been at the same location for 12 consecutive months<br>g Plan described below for GS and GSD rate billings. However,<br>Company under a Facility Rental Service Agreement will not be<br>r may terminate participation in the Budget Billing Plan at any<br>Gulf if the Customer becomes subject to collection action on<br>Budget Billing Plan has terminated he/she may not rejoin the<br>e of termination. Each eligible Customer not on this Budget                                                                                                                                                                                                         |
| ISSUED BY: Tiffany Cohen                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

Section No. VI Eighth Revised Sheet No. 6.32.1 Canceling Seventh Revised Sheet No. 6.32.1

Under the Budget Bill Plan, a Customer is billed monthly on a levelized consumption basis rather than on the basis of current consumption. The levelized amount is determined by averaging the last 12 monthly billings for the premise and applying the current GS or GSD rate and appropriate adjustments. If the Customer has not received electric service at the premise for 12 consecutive months, the Customer is not eligible to participate in the program. Any difference between the levelized amount and the regular bill amount is added to a deferred balance. The current levelized amount is adjusted each month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by 12. The levelized amount, plus the deferred balance adjustment, constitutes the current month's Budget Billing amount. Customers on the Budget Bill Plan will receive the following information on their monthly bill: current consumption and associated charges, the total budget bill charge, and the cumulative deferred balance. For any Customer that requires a reissuance of their bill for any reason, the tariff rates and rules in effect at the time of reissuance shall apply.

If the Customer's participation in the Budget Bill Plan is terminated either at the request of the Customer or the Company, or as a result of termination of this Budget Billing Plan, any amount in the deferred balance which the Customer owes to Gulf will be billed to the Customer according to the terms of Section 6; any amount in the deferred balance which is owed to the Customer will be credited against any outstanding billed amounts and any remaining balance will be credited against the Customer's future billings or returned upon request. Customers who transfer the location of their service account within Gulf's service territory will have the debit or credit balance transferred to the new service address.

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

Section No. VI First Revised Sheet No. 6.34a Cancels Original Sheet No. 6.34a

#### **RESERVED FOR FUTURE USE**

Section No. VI Thirty-First Revised Sheet No. 6.34 Canceling Thirtieth Revised Sheet No. 6.34 RATE SCHEDULE CR COST RECOVERY CLAUSE FOSSIL FUEL AND PURCHASED POWER PAGE EFFECTIVE DATE 1 of 1 January 1, 2021 **APPLICABILITY:** Applicable as a modification of each filed rate of the Company in which reference is made to Rate CR. DETERMINATION OF FOSSIL FUEL AND PURCHASED POWER COST RECOVERY FACTOR: Bills shall be decreased or increased by a factor calculated in accordance with the formula and procedures specified by the Florida Public Service Commission designed to give effect to changing efficiency, cost of fossil fuel and cost of purchased power. The energy charge per kilowatt-hour shall be increased or decreased \$0.00001 (1/100 of a mill) per kilowatt-hour for each \$0.00001 (1/100 of a mill) increase or decrease in the projected cost of fossil fuel and purchased power per kilowatt-hour. The total cost recovery factor per kWh applicable to energy delivered will include, when applicable, a true-up with interest, to prior actual costs and a Generation Performance Incentive Factor, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues. Fuel Cost Recovery Clause factors are shown below: TOU **On-Peak** Off-Peak <u>Schedules</u> Standard RS, RSVP, GS, GSD, 3.070¢/kWh 3.539¢/kWh 2.879¢/kWh GSDT, GSTOU, OSIII, SBS LP. LPT. SBS 3.028¢/kWh 3.490¢/kWh 2.840¢/kWh PX, PXT, RTP, SBS 2.982¢/kWh 3.437¢/kWh 2.796¢/kWh OS-I/II 3.045¢/kWh N/A N/A The recovery factor applicable for Rate Schedule SBS is based on the Customer's contract demand as follows: Contract Demand (kW) Use Factor Applicable To: 100-499 GSDT 500-7499 LPT 7500 and greater PXT

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

**ISSUED BY:** Tiffany Cohen

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Section No. VI Twenty-Ninth Revised Sheet No. 6.35 Canceling Twenty-Eighth Revised Sheet No. 6.35

### **RATE SCHEDULE PPCC**

### PURCHASED POWER CAPACITY COST RECOVERY CLAUSE

| PAGE   | EFFECTIVE DATE  |
|--------|-----------------|
| 1 of 1 | January 1, 2021 |

#### **APPLICABILITY:**

Applicable as a modification of each filed rate of the Company in which reference is made to Rate PPCC.

#### DETERMINATION OF PURCHASED POWER CAPACITY COST RECOVERY FACTOR:

The purpose of the Purchased Power Capacity Cost Recovery Clause is the recovery of payments made by the Company for capacity, net of revenues received by the Company for capacity sales. Costs are classified and allocated to the rate classes using a demand allocation method consistent with the cost of service methodology approved in the Company's last rate case.

The total cost recovery factor applicable to energy or demand delivered will include, when applicable, a true-up, with interest, to prior actual costs, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues.

Purchased Power Capacity Cost Recovery Clause factors are shown below:

|                   | Purchased Power Capacity Cost   |
|-------------------|---------------------------------|
| Rate Schedule     | Recovery Factor                 |
| RS, RSVP          | 0.915¢ per kWh                  |
| GS                | 0.931¢ per kWh                  |
| GSD, GSDT, GSTOU  | 0.733¢ per kWh                  |
| LP                | \$2.86 per kW of billing demand |
| LPT               | \$2.86 per kW of maximum demand |
| PX, PXT, RTP, SBS | 0.623¢ per kWh                  |
| OS-I/II           | 0.127¢ per kWh                  |
| OS-III            | 0.566¢ per kWh                  |
|                   |                                 |

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

Section No. VI Twenty-Ninth Revised Sheet No. 6.36 Canceling Twenty-Eighth Revised Sheet No. 6.36

## **RATE SCHEDULE ECR**

### **ENVIRONMENTAL COST RECOVERY CLAUSE**

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 1 | March 2, 2021  |

#### **APPLICABILITY:**

Applicable as a modification of each filed rate of the Company in which reference is made to Rate ECR.

#### DETERMINATION OF ENVIRONMENTAL COST RECOVERY FACTOR:

The purpose of the Environmental Cost Recovery Clause is the recovery of costs associated with certain environmental investment and expenses. Costs are classified and allocated to the rate classes using an allocation method consistent with the cost of service methodology approved in the Company's last rate case.

The monthly charge of each rate schedule shall be increased or decreased \$0.00001 (1/100 of a mill) per kilowatt-hour for each \$0.00001 (1/100 of a mill) increase or decrease in projected environmental costs per kilowatt-hour. The total cost recovery factor per kWh applicable to energy delivered will include, when applicable, a true-up, with interest, to prior actual costs, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues.

Environmental Cost Recovery Clause factors are shown below:

| Rate Schedule     | Environmental Cost<br><u>Recovery Factor ¢/kWh</u> |
|-------------------|----------------------------------------------------|
| RS, RSVP          | 1.621                                              |
| GS                | 1.649                                              |
| GSD, GSDT, GSTOU  | 1.322                                              |
| LP, LPT           | 1.157                                              |
| PX, PXT, RTP, SBS | 1.138                                              |
| OS-I/II           | 0.354                                              |
| OS-III            | 1.043                                              |

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

Section No. VI Sixth Revised Sheet No. 6.37 Canceling Fifth Revised Sheet No. 6.37

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 1 | March 29, 2019 |

#### TAX ADJUSTMENT:

Bills shall be increased to offset the applicable proportionate part of any taxes, assessments, license fees or rentals against the Company's property imposed by any Government Authority in excess of those in effect December 31, 1990, which are assessed on the basis of poles, meters or customers or the price of or revenues from electric energy or service sold or the volume of energy generated or purchased for sale or sold.

#### FRANCHISE FEE BILLING:

Franchise fees shall be billed in accordance with Order No. 6650, issued by the Florida Public Service Commission on May 7, 1975.

#### **GROSS RECEIPTS TAX ADJUSTMENT:**

In accordance with Section 203.01 of the Florida Statutes, effective July 1, 1990, an increase in the rate of the state gross receipts tax is applicable to electric sales charges.

#### **PAYMENT OF BILLS:**

Bills for service will be rendered monthly by the Company to the Customer. Payment is due when the bill is rendered, and becomes delinquent twenty (20) days after mailing or delivery to the Customer. At least five (5) days written notice separate from any billing will be given before discontinuing service. Payment may be made at offices or authorized collecting agencies of the Company. Care will be used to have bills properly presented to the Customer, but non-receipt of the bill does not constitute release from liability for payment.

ISSUED BY: Charles S. Boyett

### RATE SCHEDULE ECC COST RECOVERY CLAUSE ENERGY CONSERVATION

Section No. VI Thirty-Second Revised Sheet No. 6.38 Canceling Thirty-First Revised Sheet No. 6.38

| PAGE   | EFFECTIVE DATE  |
|--------|-----------------|
| 1 of 1 | January 1, 2021 |

#### **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     | <u>Recovery Factor</u>   |
| RS                | 0.090¢/kWh               |
| RSVP Tier 1       | (2.700)¢/kWh             |
| RSVP Tier 2       | (0.830)¢/kWh             |
| RSVP Tier 3       | 6.757¢/kWh               |
| RSVP Tier 4       | 51.020¢/kWh              |
| GS                | 0.091¢/kWh               |
| GSD, GSDT, GSTOU  | 0.085¢/kWh               |
| LP, LPT           | 0.081¢/kWh               |
| CL Credit         | (\$5.57) per kW          |
| PX, PXT, RTP, SBS | 0.079¢/kWh               |
| OS-I/II           | 0.065¢/kWh               |
| OS-III            | 0.079¢/kWh               |
|                   | -                        |

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. 6.39 Canceling Tenth Revised Sheet No. 6.39

### RATE SCHEDULE FLAT-1 RESIDENTIAL/COMMERCIAL FIXED RATE

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

#### AVAILABILITY:

Available throughout the entire service area served by the Company.

#### **APPLICABILITY:**

To customers in good credit standing, who have valid billing information for service pursuant to either Rate Schedule RS or Rate Schedule GS at their current premise for the twelve- month period immediately preceding the offer, excluding temporary service, are eligible to request the FLAT-1 rate.

All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

#### LIMITATION OF SERVICE:

Service under this rate schedule is not available to Net Metering customers or customers with multiple meters on one account. Customers may not participate in both Fixed Rate and Budget Billing.

#### 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.

#### **BILL FORMULA:**

**Annual Bill** = {[Estimated Annual kWh X (Estimated Base Energy-Demand cents/kWh + Estimated Cost Recovery Factors cents/kWh)] X (1 + Risk Adder)} + Estimated Annual Base Charge

Each Customer's annual bill is specific, or unique, to that customer.

#### Monthly Bill = Annual Bill / 12

Gulf Power Company periodically reviews the routes by which customers' meters are read to ensure they are in line with traffic patterns and efficiency goals. If a customer's neighborhood is reviewed, the date on which the customer's meter is read may change. Should this happen, the customer may see an adjustment in the Fixed Rate amount for the next billing period. This adjustment only reflects a change in the number of days in this billing period and the customer will continue to receive the customer's regular Fixed Rate amount after this adjusted billing.

| Section No. VI                         | NI 0.40        |  |
|----------------------------------------|----------------|--|
| Tenth Revised Sheet No. 6.40           |                |  |
| Canceling Ninth Revised Sheet No. 6.40 |                |  |
| PAGE                                   | EFFECTIVE DATE |  |
| 2 of 3                                 |                |  |

(Continued from Rate Schedule FLAT-1, Sheet No. 6.39)

#### DEFINITIONS

Estimated Annual kWh – Customer's expected annual energy consumption is calculated based on the customer's historical metered usage adjusted for normal weather and consumption changes in customer behavior.

**Estimated Cost Recovery Factors –** Customer's estimated costs for Fuel, Conservation, Environmental, Capacity and other applicable cost recovery factors.

**Risk Adder** – The adder is used to compensate the Company for the risk associated with weather- related consumption as well as the risk associated with the non-weather impacts. This adder will not exceed 5%.

**Estimated Annual Base Charge** – The estimated monthly customer charge under Rate Schedule RS or Rate Schedule GS, as applicable, multiplied by 12.

Estimated Base Energy/kWh – The estimated base rate charge under Rate Schedule RS or Rate Schedule GS, as applicable.

Normal Weather - Based on Gulf's seasonal heating degree-days and cooling degree-days.

Applicable Removal Charges - Any difference between actual usage billed on Rate Schedule RS or Rate Schedule GS, as applicable, and the amount collected under Fixed Rate

#### **TERM OF CONTRACT:**

Service under this schedule shall be for a period of not less than one year.

All eligible Fixed Rate offers will be updated with their previous year consumption, and contracts will automatically renew for the following year, unless the customer notifies the company otherwise.

If a customer withdraws from the program prior to the end of the 12 month contract period, Applicable Removal Charges will apply.

If a participating customer moves from their current residence before the 12 month Service Agreement period expires, Applicable Removal Charges will apply.

If a customer becomes delinquent in a Fixed Rate payment, the Company will follow standard procedures for Standard Residential Tariff customers. If the customer is disconnected for nonpayment, the customer will be removed from the Fixed Rate program and Applicable Removal Charges will apply.

The Company reserves the right to terminate the customer's Fixed Rate program Service Agreement if the customer's total Actual Energy Usage exceeds their Total Estimated Fixed Rate kWh Usage by at least 30% for at least three consecutive months. If the customer is removed from the Fixed Rate program due to excessive usage, Applicable Removal Charges will apply. The Company will notify the customer in advance if they are at risk of being removed from the program due to excessive usage.

Gulf Power shall have the discretion to waive any of the foregoing charges that would otherwise apply as a consequence of significant damage to a Fixed Rate customer's premise caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

#### 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                         |
|----------------------------------------|
| Sixth Revised Sheet No. 6.41           |
| Canceling Fifth Revised Sheet No. 6.41 |

PAGE EFFECTIVE DATE
3 of 3 January 1, 2021

(Continued from Rate Schedule FLAT-1, Sheet No. 6.40)

#### TAX ADJUSTMENT:

See Sheet No. 6.37

#### FRANCHISE FEE BILLING: See Sheet No. 6.37

#### FUEL CHARGE:

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.34 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

#### PURCHASED POWER CAPACITY COST:

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.35 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

#### **ENVIRONMENTAL COST:**

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.36 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

#### **ENERGY CONSERVATION:**

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.38 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

#### **STORM PROTECTION:**

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.31 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

#### STORM RESTORATION:

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.25 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

#### **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.

Section No. VI Fifteenth Revised Sheet No. 6.42 Canceling Fourteenth 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:

\$63.27

**Energy Charges:** 

| Summer – June through September: |         |         |
|----------------------------------|---------|---------|
| On-Peak                          | 26.117¢ | per kWh |
| Intermediate                     | 9.750¢  | per kWh |
| Off-Peak                         | 4.054¢  | per kWh |

October through May: All hours 5.675¢ per kWh

Section No. VI Sixth Revised Sheet No. 6.43 Canceling Fifth Revised Sheet No. 6.43

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

(Continued from Rate Schedule GSTOU, Sheet No. 6.42)

#### DETERMINATION OF THE SUMMER TIME PERIODS:

The on-peak period for calendar months June through September is defined as being those hours between 1:00 p.m. EST and 6:00 p.m. EST, Monday through Friday.

The intermediate period for calendar months June through September is defined as being those hours between 11:00 a.m. EST and 1:00 p.m. EST and between 6:00 p.m. EST and 8:00 p.m. EST, Monday through Friday.

The off-peak period for calendar months June through September is defined as being all hours not included above and all hours of the observed holidays of Independence Day and Labor Day.

#### MINIMUM MONTHLY BILL:

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

#### **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 Sixth Revised Sheet No. 6.44 Canceling Fifth Revised Sheet No. 6.44

| PAGE   | EFFECTIVE DATE  |
|--------|-----------------|
| 3 of 3 | January 1, 2021 |

(Continued from Rate Schedule GSTOU, Sheet No. 6.43)

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

#### **STORM PROTECTION:**

See Sheet No. 6.31

#### STORM RESTORATION:

See Sheet No. 6.25

### 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 GSDT<br>GENERAL SERVICE - DEMANE<br>TIME-OF-USE CONSERVATION<br>(OPTIONAL SCHEDULE)<br>URSC: GSDT |                |                |
|-----------------------------------------------------------------------------------------------------------------|----------------|----------------|
|                                                                                                                 | PAGE<br>1 of 5 | EFFECTIVE DATE |
| AVAIL                                                                                                           | ABILITY:       |                |

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.

Section No. VI Eleventh Revised Sheet No. 6.46 Canceling Tenth Revised Sheet No. 6.46 **EFFECTIVE DATE** PAGE 2 of 5 (Continued from Rate Schedule GSDT, Sheet No. 6.45) **MONTHLY RATES:** Base Charge: \$63.27 Demand Charge: \$4.52per kW of maximum demand plus; \$5.08per kW of on-peak demand Energy Charge: 2.427¢ 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. EST and 9:00 p.m. EST, Monday through Friday.

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

Section No. VI Fifth Revised Sheet No. 6.47 Canceling Fourth 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 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 Tenth Revised Sheet No. 6.48 Canceling Ninth Revised Sheet No. 6.48

PAGE EFFECTIVE DATE
4 of 5

(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<br>Second Revised Sheet No. 6.48.1<br>Canceling First Sheet No. 6.48.1                                    |                 |                                   |  |
|--------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|--|
|                                                                                                                          | PAGE<br>5 of 5  | EFFECTIVE DATE<br>January 1, 2021 |  |
| (Continued from Rate Schedule GSDT, Sheet No. 6.48)                                                                      |                 |                                   |  |
| DEPOSIT:                                                                                                                 |                 |                                   |  |
| A deposit amounting to twice the estimated average connected at designated premises. The deposit m Customer for service. |                 |                                   |  |
| 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                                                                                                       |                 |                                   |  |
| STORM PROTECTION<br>See Sheet No. 6.31                                                                                   |                 |                                   |  |
| STORM RESTO<br>See Sheet No                                                                                              |                 |                                   |  |
| GROSS RECEIPTS TAX                                                                                                       |                 | T:                                |  |
| See Sheet No                                                                                                             | 0. 6.37         |                                   |  |
| PAYMENT OF                                                                                                               | BILLS:          |                                   |  |
| See Sheet No                                                                                                             | o. 6.37         |                                   |  |
| Service under this rate schedule is subject to Rules a Florida Public Service Commission.                                | and Regulations | s of the Company and the          |  |
| ISSUED BY: Tiffany Cohen                                                                                                 |                 |                                   |  |

Section No. VI Twelfth Revised Sheet No. 6.49 Canceling Eleventh 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.

#### **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: \$364.90

Demand Charge: \$3.49 per kW of maximum demand plus; \$13.70 per kW of on-peak demand

Energy Charge: 1.288¢ per kWh

Section No. VI Tenth Revised Sheet No. 6.50 Canceling Ninth Revised Sheet No. 6.50

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

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

#### 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. EST and 9:00 p.m. EST, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 a.m. EST and 10:00 a.m. EST and between 6:00 p.m. EST and 10:00 p.m. EST, 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.

Section No. VI Tenth Revised Sheet No. 6.51 Canceling Ninth Revised Sheet No. 6.51

PAGE EFFECTIVE DATE
3 of 5

(Continued from Rate Schedule LPT, Sheet No. 6.50)

#### 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:**

The monthly bill calculated at the above rates may be increased in the amount of \$per kvarfor all over kilovars per kilowatt (90% power factor). The kilovars to which this adjustmentshall apply shall be the monthly maximum measured kilovar demand or may be calculated as thesquare root of the difference between the square of the maximum monthly measured kVA demandand 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 fifty (50) cents per month per kilowatt (kW) of the Customer's highestbilling demand as determined above, and an additional discount of one percent (1%) of the EnergyCharge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

Section No. VI Tenth Revised Sheet No. 6.52 Canceling Ninth 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 stepdown transformer substation necessary to receive and use such service, the Monthly Rate will be subject to a discount of seventy-six (76) cents per month per kilowatt (kW) of the Customer's highestbilling demand as determined above, and an additional discount of two percent (2%) of the EnergyCharge 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.

#### 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 premisesshall have a term of contract as specified in (1) above.

Section No. VI Second Revised Sheet No. 6.52.1 Canceling First Sheet No. 6.52.1

> PAGE EFFECTIVE DATE 5 of 5 January 1, 2021

(Continued from Rate Schedule LPT, Sheet No. 6.52)

#### 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

#### **STORM PROTECTION:**

See Sheet No. 6.31

### STORM RESTORATION:

See Sheet No. 6.25

#### **ENERGY CONSERVATION:**

See Sheet No. 6.38

#### GROSS RECEIPTS TAX ADJUSTMENT: See Sheet No. 6.37

See Sheet NO. 0.37

## 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.

Section No. VI Eleventh Revised Sheet No. 6.53 Canceling Tenth Revised Sheet No. 6.53

# RATE SCHEDULE PXT

## LARGE HIGH LOAD FACTOR POWER SERVICE TIME-OF-USE CONSERVATION (OPTIONAL SCHEDULE) URSC: GSLDT1

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#### 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:   | \$1,473.71                                                                |
|----------------|---------------------------------------------------------------------------|
| Demand Charge: | \$1.75 per kW of maximum demand plus;<br>\$19.95 per kW of on-peak demand |
| Energy Charge: | On-Peak and Off-Peak Period: 0.790¢ per kWh                               |

Section No. VI Eleventh Revised Sheet No. 6.54 Canceling Tenth Revised Sheet No. 6.54

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(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. EST and 9:00 p.m. EST, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 a.m. EST and 10:00 a.m. EST and between 6:00 p.m. EST and 10:00 p.m. EST, 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 \$26.03 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 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 Fourth Revised Sheet No. 6.55 Canceling Third Revised Sheet No. 6.55

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(Continued from Rate Schedule PXT, Sheet No. 6.54)

# 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 thirty-three (33) cents per month per kilowatt (kW) of the Customer's maximum 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.

#### 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 CONTRACT:

(1) Service under this rate schedule shall be for a period of five (5) or more years and thereafter from year to year until terminated by twelve (12) months' written notice by either party to the other.

Section No. VI Fifth Revised Sheet No. 6.56 Canceling Forth Revised Sheet No. 6.56

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(Continued from Rate Schedule PXT, Sheet No. 6.55)

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

See Sheet NO. 0.30

#### **STORM PROTECTION:**

See Sheet No. 6.31

#### **STORM RESTORATION:**

See Sheet No. 6.25

#### **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.

Section No. VI Second Revised Sheet No. 6.57 Canceling First Revised Sheet No. 6.57

# **RATE SCHEDULE SBS**

STANDBY AND SUPPLEMENTARY SERVICE

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|----------------------------------------|--|
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#### AVAILABILITY:

Available throughout the entire territory served by the Company.

#### **APPLICABILITY:**

Applicable to any Customer which, having on-site generating equipment operated for other than emergency and/or test purposes, requests Standby or a combination of Standby and Supplementary Service. A Customer is required to take service under this rate schedule if its total on-site generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of its total on-site electrical load, and (3) is operated for other than emergency purposes.

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:

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

#### **PROCEDURES:**

Customers receiving service from this schedule must:

- Execute a Standard Form of Contract for Electric Power identifying the <u>Supplementary Service</u> <u>Capacity (NC)</u> required to be maintained by the Company. In the event of a bona fide change in the Customer's maximum supplementary service requirements, the Supplementary Service Capacity (NC) for the future may be changed accordingly by mutual agreement. However, contractual changes to the NC will be limited to two (2) each year.
- 2. Execute a Standby Service Agreement identifying the <u>Standby Service Capacity (BC)</u>, not less than 100 kW, required to be maintained by the Company. In the event of a bona fide change in the Customer's standby service requirements, the Standby Service Capacity (BC) for the future may be changed accordingly by mutual agreement. However, contractual changes to the BC will be limited to two (2) each year.

Section No. VI Second Revised Sheet No. 6.58 Canceling First Revised Sheet No. 6.58

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(Continued from Rate Schedule SBS, Sheet No. 6.57)

3. Execute a Standby Service Interconnection Agreement and reimburse the Company for any necessary additional metering costs incurred by the Company as a result of supplying electric service to the Customer under the terms of this schedule.

#### LIMITATION OF ABOVE 7,499 KW DEMAND RANGE FOR BILLING PURPOSES:

This billing range will be available only to Customers: (1) which have a BC or NC that is above 7,499 and (2) which are required to take service under this rate schedule pursuant to the criteria contained in the section on Applicability set forth above.

#### MONTHLY RATES:

Customers with a BC and NC that fall in two different demand (kW) ranges will be billed under the demand (kW) range applicable to the larger of the BC or NC. Should the maximum demand (kW) taken in a billing month exceed the sum of the BC and NC, except as provided below, a new BC reflecting this new actual maximum demand will be established. In Lieu of the new BC based on the newly established actual maximum demand, the Customer and the Company may by mutual agreement select a new BC and/or NC. This selection must be made before the normal billing for the month in which the newly increased maximum demand is established. The Customer would then be billed under the demand (kW) range of the larger of the new (if applicable) BC and NC.

|                                                                                                                                | Section No. VI<br>Eleventh Revised Sheet No. 6.59<br>Canceling Tenth Revised Sheet No. 6.59 |                  |                            |
|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|------------------|----------------------------|
|                                                                                                                                |                                                                                             | PAGE<br>3 of 8   | EFFECTIVE DATE             |
| (Continued from Rate Schedule SBS, St                                                                                          | neet No. 6.58)                                                                              |                  |                            |
| A Standby Service Customer will be charges:                                                                                    | billed for electric                                                                         | ; service in acc | ordance with the following |
| Contract Demand:                                                                                                               | <u>100 to 499 kW</u>                                                                        | 500 to 7,499     | kW Above 7,499 kW          |
| Base Charge:                                                                                                                   | \$262.06                                                                                    | \$262.06         | \$624.00                   |
| <b>Demand Charge:</b><br>Local Facilities Charge Per<br>kW of BC and NC                                                        | \$2.93                                                                                      | \$2.65           | \$0.93                     |
| On-Peak Demand Charge:<br>Per kW of On-Peak kW up<br>to NC                                                                     | \$3.78                                                                                      | \$9.88           | \$10.86                    |
| Plus the greater of:                                                                                                           |                                                                                             |                  |                            |
| Reservation Charge:<br>Per kW of BC or<br>The Sum of the Daily On-Peak<br>Standby Demand Charges:<br>Per kW per day of On-Peak |                                                                                             | \$1.38           | \$1.41                     |
| kW in excess of NC                                                                                                             | \$0.65                                                                                      | \$0.65           | \$0.66                     |
| Energy Charge Per kWh:                                                                                                         | 3.032¢                                                                                      | 3.032¢           | 3.032¢                     |

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

Section No. VI Fourth Revised Sheet No. 6.60 Canceling Third Revised Sheet No. 6.60

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(Continued from Rate Schedule SBS, Sheet No. 6.59)

#### **PROVISION FOR LOWERING STANDBY SERVICE CAPACITY (BC):**

The BC may be decreased by mutual agreement between the Customer and the Company provided the Customer has sufficiently demonstrated that its continuing requirements for Standby capacity are now less than the established BC. If the Customer's BC has been decreased and, within 12 months of such change, the Customer's BC increases through the operation of the provisions of this tariff, the Customer shall pay the difference between what was billed during the elapsed time as demand charges and what would have been billed to the Customer as demand charges using the lesser of the newly established BC or the BC in effect before the decrease. This adjustment will appear on the bill for the billing period in which the increased BC is first effective.

#### PROVISION FOR COORDINATED MAINTENANCE MONTHS (CMMs):

The Customer will be allowed up to a total maximum of four (4) billing months in the period September through May to be designated as Coordinated Maintenance Months (CMMs), subject to the approval of the Company. The Customer's request for designation of a particular month as a CMM should ordinarily be submitted six (6) months in advance. The Company, in its sole discretion, may accept a request submitted less than six (6) months in advance. The request for Company approval of a proposed CMM must be submitted in writing.

If the highest standby demand occurring during an approved CMM exceeds the Customer's BC, then this new higher BC will be used in the determination of the Reservation Charge for only the current month. For future billing periods, this new higher BC will be waived for purposes of the calculation of the Reservation Charge and the previous lower BC will be applicable. However, this new higher BC will be used in the determination of the Local Facilities Charge for the current month as well as future billing periods, except as provided under the paragraph entitled "Provision for Lowering Standby Service Capacity (BC)".

During an approved CMM, the Customer will not be billed for the Daily On-Peak Standby Demand Charges that would otherwise be applicable.

#### 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. EST and 9:00 P.M. EST, Mondaythrough Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 A.M. EST and 10:00 A.M. EST and between 6:00 P.M. EST and 10:00 P.M. EST, Monday through Friday.

Section No. VI Third Revised Sheet No. 6.61 Canceling Second Revised Sheet No. 6.61

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(Continued from Rate Schedule SBS, Sheet No. 6.60)

#### 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 STANDARD BILLING DEMAND:**

**On-Peak Demand** - The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated fifteen-minute demand to the nearest kilowatt (kW) during each service month as measured during the hours designated as on-peak but not to exceed the NC. This demand (kW) is not applicable to Customers contracting for and receiving zero (0) NC.

**Daily On-Peak Standby Demand** - The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated fifteen-minute demand to the nearest kilowatt (kW) in excess of the NC (if applicable) as measured during the peak hours of each day for each on-peak day of the billing period.

#### **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 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. This charge is applicable only to the Supplementary Service.

Section No. VI Fifth Revised Sheet No. 6.62 Canceling Fourth Revised Sheet No. 6.62

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(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: five (5) 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 five (5) 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 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 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 six (6) 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 the Local Facilities Charge for those customers which are billed under the above 7,499 kW demand range and an additional discount 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 Fifth Revised Sheet No. 6.63 Canceling Fourth Revised Sheet No. 6.63

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(Continued from Rate Schedule SBS, Sheet No. 6.62)

### 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

## **ENERGY CONSERVATION:**

See Sheet No. 6.36

#### STORM PROTECTION:

See Sheet No. 6.31

#### **STORM RESTORATION:**

See Sheet No. 6.25

# **ENVIRONMENTAL COST:**

See Sheet No. 6.38

#### **GROSS RECEIPTS TAX ADJUSTMENT:** See Sheet No. 6.37

## **PAYMENT OF BILLS:**

See Sheet No. 6.37

Section No. VI Second Revised Sheet No. 6.64 Canceling First Revised Sheet No. 6.64

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(Continued from Rate Schedule SBS, Sheet No. 6.63)

#### **DEFINITIONS:**

"Standby electric service" refers to backup or maintenance service or both.

**"Backup service"** means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during an unscheduled outage of the Customer's generation. An unscheduled outage is defined as the loss or reduction of generation output due to equipment failure(s) or other condition(s) beyond the control of the Customer.

**"Maintenance service"** means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during a scheduled outage of the Customer's generation. A scheduled outage is defined as the loss or reduction due to maintenance activities of any portion of a Customer's generating system.

**"Supplementary service"** means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Customer's own generation equipment.

**"Outage"** means that period in which a forced or unforced reduction in the totalized output of the Customer's generator(s) occurs.

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

|                                                   | Section No. VI<br>First Revised Sheet No. 6.67<br>Canceling Original Sheet No. 6.67 |                                  |
|---------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------|
| RATE SCHEDULE ISS                                 |                                                                                     |                                  |
| INTERRUPTIBLE STANDBY SERVICE<br>(OPTIONAL RIDER) |                                                                                     |                                  |
|                                                   | PAGE<br>1 of 8                                                                      | EFFECTIVE DATE<br>March 29, 2019 |

#### AVAILABILITY:

Available throughout the entire territory served by the Company. Availability of service under this rate schedule to particular customers will be determined on a customer by customer basis in accordance with the maximum level of cost-effective non-firm load approved by order of the Florida Public Service Commission. Service under this rate schedule is subject to installation of equipment necessary for implementation.

#### **APPLICABILITY:**

To any Customer eligible for rate schedule (SS) having on-site generating equipment and requesting interruptible standby service. A Customer may not take service under this rate schedule in conjunction with firm supplementary service unless the two services are taken on electrically separate circuits through separate meters.

#### CHARACTER OF SERVICE:

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

#### LIMITATION OF SERVICE:

Resale of service not permitted hereunder. Interruptible Standby Service under this rate schedule is subject to immediate interruption during any time period that electric energy is needed to maintain service to the Company's firm service customers and any interruption is subject to the sole discretion of the Company.

#### **PROCEDURES:**

Customer receiving service under this schedule must:

1. Execute a Standard Contract for Electric Power which identifies the <u>Supplementary Service</u> <u>Capacity</u> (SC) which is required to be maintained by the Company and establishes a Rate Schedule for such Supplementary Service. In the event of a bona fide change in the customer's maximum supplementary requirements, the Supplementary Service Capacity (SC) for the future may be changed accordingly.

| Section No. VI                    |  |
|-----------------------------------|--|
| First Revised Sheet No. 6.68      |  |
| Canceling Original Sheet No. 6.68 |  |

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(Continued from Rate Schedule ISS, Sheet No. 6.67)

- 2. Execute a Contract for Interruptible Standby Service which identifies the <u>Interruptible Standby</u> <u>Service Capacity (IC)</u> which is required to be maintained by the Company subject to interruption and reimburse the Company for any costs associated with equipment necessary for interrupting the Customer's electric service. In the event of a bona fide change in the customer's standby requirements, the Interruptible Standby Service Capacity (IC) for the future may be changed accordingly by mutual agreement.
- 3. Execute an Interconnection Agreement and reimburse the Company for any necessary additional metering and equipment costs incurred by the Company as a result of supplying electric service to the Customer under the terms of this schedule.

#### **INTERRUPTIONS:**

Service under this schedule may be interrupted at the sole discretion of the Company. The Company will endeavor to provide at least six (6) hours advance notice of an interruption, except when an interruption is deemed necessary in order to maintain service to the Company's firm service customers. Notification will be made by telephone and will be followed by written confirmation. In the event of an emergency, there may be no advance notification.

#### DETERMINATION OF STANDBY SERVICE (KW) RENDERED:

Where the customer takes supplementary service and standby service through a single meter, the amount of standby service (KW) taken by the customer shall be determined in the following manner:

Within three (3) days of an outage of the Customer's generating equipment, the Customer will notify the Company that such outage has occurred, will specify the amounts (KW) of Standby Service, if any, expected to be taken, and give an estimate of the expected duration of that outage. Within three (3) days after normal operations are restored, the Customer will notify the Company that operations are back to normal and Standby Service, if taken, is no longer required. On the day after the last day of each billing period, the Customer will provide the Company a written report specifying (1) the beginning date and time of each outage, (2) the ending date and time of each outage, (3) the daily maximum amount (KW) of Standby Service, if any, taken during each outage of the billing period, and (4) the daily on-peak period load reduction (KW) that is a direct result of the Customer's generation outage. If the Standby Service taken on a particular day occurs during an on-peak period as well as an off-peak period, then the daily maximum amount (KW) of Standby Service will be shown separately for each on-peak period and off-peak period. The information from this written report in combination

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with the Company's metered data will be applied to the formula shown below to determine the amount of daily Standby Service (KW) taken by the Customer during designated peak hours for each day during the outage. Provided, however, that at no time will the amount (KW) of daily Standby Service being taken by the Customer exceed the difference between the amount of load in KW ordinarily supplied by the Customer's generation and the minimum totalized Customer generation output (KW) occurring in any interval during the daily on-peak period of the current outage, and shall not exceed the total service (KW) being supplied by the Company.

Daily Standby Service (KW) =

The amount of load in KW ordinarily supplied by the Customer's generation.

Minus the Customer's daily generation output (KW) occurring during the onpeak period of the current outage.<sup>(1)</sup>

Minus the daily on-peak period load reduction (KW) that is a direct result of the Customer's current generation outage.<sup>(1)</sup>

All amounts (KW) of service supplied by the Company during such outage in excess of the amounts (KW) of Standby Service are to be treated as actual measured demand in the Determination of Billing Demand of the Rate Schedule established for Supplementary Service. In no event, shall Customer's demand (KW) billed as Standby Service also be billed as Supplementary Service.

(1) The Customer's daily generation output (KW) and daily on-peak period load reduction (KW) that are used in the formula must occur during the same 15-minute interval as the daily Standby Service (KW) that is used for billing purposes.

Where the Customer takes supplementary service and standby service through separate meters on electrically separate circuits, the amount of standby service (KW) taken by the customer shall be determined by the actual meter reading on the meter which measures the usage delivered through the standby service circuit.

#### **MONTHLY CHARGES - STANDBY SERVICE:**

**Customer Charge** - All standby service customers will pay the LP/LPT customer charge plus \$24.62 except for those taking supplementary service on PX/PXT for whom the charge should be the PX/PXT customer charge plus \$24.62.

Section No. VI Third Revised Sheet No. 6.70 Canceling Second Revised Sheet No. 6.70

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(Continued from Rate Schedule ISS, Sheet No. 6.69)

#### **Demand Charges**

Local Facilities Charge -

- a. For those customers who have contracted for standby service capacity not less than 100 KW nor more than 499 KW \$1.66/KW of IC.
- b. For those customers who have contracted for standby service capacity not less than 500 KW nor more than 7499 KW \$1.23/KW of IC.
- c. For those customers who have contracted for standby service capacity not less than 7500 KW 0.51/KW of IC.

Plus the Greater of:

The Reservation Charge: \$0.80 per KW times IC.

The sum of the Daily Demand Charges for the month:

- During the months of June through September, the Daily Demand Charge for Interruptible Standby Service shall be the product of \$0.45/KW/day and the Daily Interruptible Standby Demand established during the peak hours of each day.
- During the months of October through May, the Daily Demand Charge for Interruptible Standby Service shall be the product of \$0.33/KW/day and the Daily Interruptible Standby Demand established during designated peak hours of each day.
- Daily Demand Charge is not applied during days which do not include designated peak hours.

The IC to be used in the above calculations will be the greater of the Interruptible Standby Service Capacity (KW) in accordance with the Contract for Interruptible Standby Service or the maximum Interruptible Standby Service (KW) taken in the current and twenty-three (23) previous service months. This ratchet provision will be waived for the reservation charge if a change in the IC is a result of a maintenance outage which was fully coordinated in advance with the Company and did not include a peak hour(s) that determines the Company's IIC payments or revenues.

#### MONTHLY CHARGES - SUPPLEMENTARY SERVICE:

All charges and conditions as contained in the rate schedule which has been established in the Standard Contract for Electric Power will be applied to the Supplementary Service.

#### 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. EST and 9:00 P.M. EST, Mondaythrough Friday.

Section No. VI Forth Revised Sheet No. 6.71 Canceling Third Revised Sheet No. 6.71

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The on-peak period for calendar months November through March is defined as being those hours between 6:00 A.M. EST and 10:00 A.M. EST and between 6:00 P.M. EST and 10:00 P.M. EST, 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.

#### **ENERGY CHARGES:**

0.352¢/KWH applied to all Interruptible Standby Service KWH.

# 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 twenty-seven (27) cents per month per kilowatt (kw) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 100 kw nor more than 499 kw or forty-one (41) cents per month per kilowatt (kw) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 500 kw nor more than 7499 kw 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 forty-eight (48) cents per month per kilowatt (kw) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 500 kw nor more than 7499 kw 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 seven (7) cents per kilowatt (kw) of the demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 7500 kw and an additional one percent (1%) of the Energy Charge and charge.

Section No. VI Second Revised Sheet No. 6.72 Canceling First Revised Sheet No. 6.72

| EFFECTIVE DATE |
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(Continued from Rate Schedule ISS, Sheet No. 6.71)

#### **FUEL CHARGES:**

Fuel Charges as shown in Rate Schedule CR for the rate schedule which has been established in the Standard Contract for Electric Power will be applied to all Interruptible Standby Service KWH.

#### **TERM OF SERVICE:**

Service under this rate schedule shall be for an initial period of five (5) or more years from the commencement of service under this rate schedule and shall continue thereafter from year to year until terminated by written notice as follows:

- 1. If the Customer wishes to transfer from non-firm to firm service, then the Customer must give five (5) years advance written notice in order to comply with FPSC Rule No. 25-6.0438, F.A.C. A different minimum notice can be used only with the approval of the FPSC.
- 2. If the Customer no longer wishes to receive electric service in any form from the Company, the Customer may terminate the Interruptible Standby Service Agreement by giving thirty (30) days advance written notice to the Company.
- 3. The Company may terminate service under this rate schedule at any time for the Customer's failure to comply with the terms and conditions of this rate schedule or the Interruptible Standby and Supplementary Service Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this service under this rate schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this rate schedule and bill the Customer under the otherwise applicable firm service rate schedule.

#### 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 Third Revised Sheet No. 6.73 Canceling Second Revised Sheet No. 6.73

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(Continued from Rate Schedule ISS, Sheet No. 6.72)

#### CHARGES FOR NON-COMPLIANCE WITH TERMS OF SERVICE:

If service is terminated by the Company or if the Customer terminates service or transfers to a firm service rate schedule during the initial term of five (5) years or without providing at least five (5) years written notice, the Customer will be:

- 1. rebilled under the otherwise applicable firm service rate schedule for (a) the prior sixty (60) months or (b) the number of months the Customer has been billed under this rate schedule, whichever is less, and
- 2. billed a penalty charge of \$1.00 per kw times the number of months rebilled in No. 1 above times the current Maximum Demand.

If the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25-6.0438, F.A.C., the Customer will not be rebilled.

#### TAX ADJUSTMENT:

See Sheet No. 6.37

#### FRANCHISE FEE BILLING:

See Sheet No. 6.37

#### PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

#### **ENVIRONMENTAL COST:**

See Sheet No. 6.36

#### **ENERGY CONSERVATION:**

See Sheet No. 6.38

#### **STORM PROTECTION:**

See Sheet No. 6.31

#### **STORM RESTORATION:**

See Sheet No. 6.25

Section No. VI Third Revised Sheet No. 6.74 Canceling Second Revised Sheet No. 6.74

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| 8 of 8 | March 29, 2019 |

(Continued from Rate Schedule ISS, Sheet No. 6.73)

## **GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

#### **PAYMENT OF BILLS:**

See Sheet No. 6.37

#### **DEFINITIONS:**

"Standby electric service" refers to backup or maintenance service or both.

**"Backup service"** means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during an unscheduled outage of the Customer's generation. An unscheduled outage is defined as the loss or reduction of generation output due to equipment failure(s) or other condition(s) beyond the control of the Customer.

**"Maintenance service"** means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during a scheduled outage of the Customer's generation. A scheduled outage is defined as the loss or reduction due to maintenance activities of any portion of a Customer's generation system.

**"Supplementary service"** means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Customer's own generation equipment.

**"Outage"** means that period in which a forced or unforced reduction in the totalized output of the Customer's generator(s) occurs.

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

Section No. VI Fifth Revised Sheet No. 6.75 Canceling Fourth Revised Sheet No. 6.75

# **RATE SCHEDULE RSVP**

# RESIDENTIAL SERVICE VARIABLE PRICING LIMITED AVAILABILITY RATE ELECTRIC VEHICLE CHARGING (Optional Schedule) URSC: RS1

| PAGE   | EFFECTIVE DATE |
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| 1 of 4 | March 29, 2019 |

#### AVAILABILITY:

Available, subject to equipment availability, to customers eligible for Rate Schedule RS (Residential Service). Availability is limited to those customers enrolled in the EnergySelect<sup>®</sup> programs.

#### **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. Service is provided only with the owner's permission.

#### **INSTALLATION AND REMOVAL:**

Energy management equipment will be installed at the Customer's residence upon the Customer's request for service under Rate Schedule RSVP at no charge to the Customer. Gulf Power will provide the necessary energy management equipment for use on the Customer's premises. Customer will provide Gulf Power and its agents with reasonable access to the premises for installing, maintaining, inspecting, testing, and/or removing Company-owned equipment.

| Twe<br>Can                 | Ifth Revised<br>celing Elever                                                                                                                                                                                                                         | Sheet No. 6.76<br>hth Revised Sheet No. 6.76<br>EFFECTIVE DATE                                                                                                                                                                     |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2                          | of 4                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                    |
| t No. 6.75)                |                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                    |
| ice under Rate             | Schedule I                                                                                                                                                                                                                                            | RSVP. The Customer will be                                                                                                                                                                                                         |
| CTER OF SE                 | RVICE:                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                    |
| ts. Service sha            | all be metere                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                    |
| RATES:                     |                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                    |
| 82¢ per da                 | y                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                    |
| 6.241¢ per  <br>6.241¢ per | kWh<br>kWh                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                    |
|                            | Twe<br>Can<br>P<br>2<br>t No. 6.75)<br>existing Com<br>ice under Rate<br>edule RSVP of<br>CTER OF SE<br>cal distribution<br>ts. Service sha<br>ergy consumpt<br>RATES:<br>82¢ per day<br>6.241¢ per l<br>6.241¢ per l<br>6.241¢ per l<br>6.241¢ per l | PAGE<br>2 of 4<br>t No. 6.75)<br>existing Company-owned<br>ice under Rate Schedule I<br>edule RSVP or moving to<br>CTER OF SERVICE:<br>cal distribution lines of the<br>ts. Service shall be metere<br>ergy consumption during the |

|                                                                                                                                                                                                                           |                             | Section No. VI<br>Sixth Revised Sheet No. 6<br>Canceling Fifth Revised S |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------------------------------------------------------|-----------------|
|                                                                                                                                                                                                                           |                             | PAGE<br>3 of 4                                                           | EFFECTIVE DATE  |
| (Continued from Rate S                                                                                                                                                                                                    | chedule RSVP, Sheet         | No. 6.76)                                                                |                 |
|                                                                                                                                                                                                                           | DETERMINATION               | OF PRICING PERIODS:                                                      |                 |
| Pricing periods are established by season for weekdays and weekends in Eastern Standard Time. The pricing periods for price levels $P_1$ , $P_2$ , and $P_3$ are as follows:                                              |                             |                                                                          |                 |
| May through Octob                                                                                                                                                                                                         | <u>er</u><br>P <sub>1</sub> | P2                                                                       | P <sub>3</sub>  |
| Weekdays                                                                                                                                                                                                                  | 11 P.M 6 A.M.               | 6 A.M. – 1 P.M.<br>6 P.M 11 P.M.                                         | 1 P.M. – 6 P.M. |
| Weekends                                                                                                                                                                                                                  | 11 P.M 6 A.M.               | 6 A.M 11 P.M.                                                            |                 |
| November through                                                                                                                                                                                                          | April<br>P1                 | P <sub>2</sub>                                                           | P <sub>3</sub>  |
| Weekdays                                                                                                                                                                                                                  | 11 P.M 5 A.M.               | 5 A.M 6 A.M.<br>10 A.M 11 P.M.                                           | 6 A.M 10 A.M.   |
| Weekends                                                                                                                                                                                                                  | 11 P.M 6 A.M.               | 6 A.M 11 P.M.                                                            |                 |
| The pricing periods for price level $P_4$ shall be determined at the sole discretion of the Company. Each customer will be notified by electronic signal at least one half hour prior to the start of price level $P_4$ . |                             |                                                                          |                 |
| The pricing periods for the following observed holidays will be the same as the weekend hour price levels for the month in which the holiday occurs:                                                                      |                             |                                                                          |                 |
| New Year's Day Memorial Day<br>Independence Day Labor Day<br>Thanksgiving Day Christmas Day                                                                                                                               |                             |                                                                          |                 |
| MINIMUM BILL:                                                                                                                                                                                                             |                             |                                                                          |                 |
| In consideration of the readiness of the Company to furnish such service, a 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.       |                             |                                                                          |                 |
| ISSUED BY: Tiffany Cohen                                                                                                                                                                                                  |                             |                                                                          |                 |

Section No. VI Fifth Revised Sheet No. 6.78 Canceling Fourth Revised Sheet No. 6.78

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| 4 of 4 | January 1, 2021 |

(Continued from Rate Schedule RSVP, Sheet No. 6.77)

#### **TERM OF CONTRACT:**

The term of service under this rate shall be continued thereafter unless terminated by the customer with thirty days written notice.

#### **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

STORM PROTECTION: See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

#### **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 SP SURGE PROTECTION (Closed Schedule)

Section No. VI Fourth Revised Sheet No. 6.79 Canceling Third Revised Sheet No. 6.79

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1 of 1

#### AVAILABILITY:

Available throughout the entire territory served by the Company subject to equipment availability. In order to receive this service, the Customer must sign a Surge Protection Agreement (Form 16).

#### **APPLICABILITY:**

Applicable to any customer who is taking electric service under Rate Schedule RS, FLAT-1, GS, GSD, GSDT, or GSTOU with a single phase self contained meter and a 200 amp or smaller main electrical panel. Service hereunder includes regular maintenance and replacement of the whole house surge arrester equipment installed by the Company between the meter and the meter base.

#### **MONTHLY RATES:**

The Customer will pay the appropriate RS, FLAT-1, GS, GSD, GSDT, or GSTOU monthly rate in addition to the charge below:

Equipment Charge: \$3.45 per month

#### **TERM OF AGREEMENT:**

Service under this Rate Schedule shall be on a month-to-month basis and shall continue until terminated by notice of either party to the other. This tariff is closed.

#### TAX ADJUSTMENT:

See Sheet No. 6.37

#### FRANCHISE FEE BILLING:

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.

Section No. VI Fourth Revised Sheet No. 6.80 Canceling Third Revised Sheet No. 6.80

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#### RATE SCHEDULE RTP LIMITED AVAILABILITY RATE REAL TIME PRICING (CLOSED SCHEDULE)

#### AVAILABILITY:

Availability is limited to (1) existing customers eligible for Rate Schedules LP, LPT, PX, or PXT with an annual peak load not less than 500 kilowatts (kW) for the previous 12 months, (2) existing customers currently taking service under Rate Schedule SBS with an annual peak load not less than 500 kilowatts (kW) for the previous 12 months and contracted Supplementary Service that is at least 50% of the contracted Standby Service for the previous 12 months, and (3) new customers (any customer with less than 12 months of electric service with Gulf Power Company) eligible for Rate Schedules LP, LPT, PX, or PXT with an estimated annual peak load not less than 500 kilowatts (kW).

#### **APPLICABILITY:**

Applicable for three phase service on an annual basis covering the entire electrical requirements of the 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 standard secondary voltage of the Company's transformers supplied from the transmission lines of the Company or 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:

\$1,840.53

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(Continued from Rate Schedule RTP Sheet No. 6.80)

Energy Charge:

The RTP hourly energy prices are derived using the day ahead projection of Southern System Lambdas adjusted to recognize embedded costs. This price is determined as follows:

$$P = \lambda \times M + D$$

Where,

| "P" = | hourly price in ¢/KWH                                                                      |
|-------|--------------------------------------------------------------------------------------------|
| "λ" = | Southern Company territorial system Lambda, projected a day ahead for each hour of the day |
| "M" = | multiplier which is used to adjust $\lambda$ to recognize embedded costs                   |
| "D" = | constant amount of 0.25¢/KWH added to each hourly price                                    |

"M" is determined as follows:

Generation and transmission embedded cost revenue requirements for Gulf Power's industrial customers are assigned

to each of three periods, into which the year is divided<sup>1</sup>. The total revenue requirement for each period is then divided by the total relevant energy sales (KWH) for each respective period, to arrive at a total revenue requirement on a cents per KWH basis for each of the periods. For each period, this revenue requirement (cents/KWH) is divided by the average of projected hourly Southern System Lambdas for that period. The result is a Multiplier, "M", for each of the three periods. These multipliers will be reviewed periodically and adjusted as needed.

"D" is determined as follows:

Total embedded distribution revenue requirements for Gulf Power's industrial customers are divided by the total annual energy sales (KWH) to derive this cents per kilowatt-hour (KWH) constant for each hour of the year. These distribution costs were not included in the determination of the multiplier (M).

<sup>&</sup>lt;sup>1</sup> Revenue requirements here would not include fuel costs, energy conservation costs, purchased power capacity costs, or environmental costs.

Section No. VI Third Revised Sheet No. 6.82 Canceling Second Revised Sheet No. 6.82

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|        | •              |

(Continued from Rate Schedule RTP Sheet No. 6.81)

#### MINIMUM BILL:

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

#### **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.

#### NOTIFICATION OF HOURLY PRICES:

The Company will notify the Customer by 4:00 p.m. Central Time each work day the hourly prices for the next twenty-four (24) hours beginning at 12:00 a.m. (midnight). On Fridays and the last work day before a holiday, the Company will provide hourly prices through the next work day. The Company reserves the right, with prior notice to the participating customers, to send daily prices on weekends and holidays.

#### TERM OF CONTRACT:

Service under this rate schedule shall be for a period of one (1) year.

#### 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.

#### TAX ADJUSTMENT:

See Sheet No. 6.37

#### FRANCHISE FEE BILLING:

See Sheet No. 6.37

Section No. VI Fourth Revised Sheet No. 6.83 Canceling Third Revised Sheet No. 6.83

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| 4 of 4 | January 1, 2021 |

(Continued from Rate Schedule RTP Sheet No. 6.81)

#### MINIMUM BILL:

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

#### **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.

#### NOTIFICATION OF HOURLY PRICES:

The Company will notify the Customer by 4:00 p.m. Central Time each work day the hourly prices for the next twenty-four (24) hours beginning at 12:00 a.m. (midnight). On Fridays and the last work day before a holiday, the Company will provide hourly prices through the next work day. The Company reserves the right, with prior notice to the participating customers, to send daily prices on weekends and holidays.

#### TERM OF CONTRACT:

Service under this rate schedule shall be for a period of one (1) year.

#### 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.

#### TAX ADJUSTMENT:

See Sheet No. 6.37

#### FRANCHISE FEE BILLING:

See Sheet No. 6.37

Section No. VI Second Revised Sheet No. 6.84 Canceling First Revised Sheet No. 6.84

# RATE SCHEDULE CIS

# LIMITED AVAILABILITY EXPERIMENTAL RATE COMMERCIAL/INDUSTRIAL SERVICE (OPTIONAL RIDER)

| PAGE   | EFFECTIVE DATE |
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| 1 of 3 | March 29, 2019 |

#### AVAILABILITY:

Available, at the Company's option, to non-residential customers currently taking service, or qualified to take service, under the Company's Rate Schedules applicable to loads of 500 KW or greater. Customers desiring to take service under this rider must make a written request. Such request shall be subject to the Company's approval, with the Company under no obligation to grant service under this rider.

This rider will be closed to further subscription by eligible customers when one of two conditions has occurred: (1) The total capacity subject to executed Contract Service Arrangements ("CSAs") reaches 200 megawatts of connected load, or (2) The Company has executed twelve CSAs with eligible customers under this rider. The period defined by these conditions is the pilot study period. This limitation on subscription can be removed by the Commission at any time upon good cause having been shown by the Company based on data and experience gained during the pilot study period.

Gulf Power is not authorized by the Florida Public Service Commission to offer a CSA under this rate schedule in order to shift existing load currently being served by a Florida electric utility pursuant to a tariff rate schedule on file with the Florida Public Service Commission away from that utility to Gulf Power.

#### **APPLICABILITY:**

Service provided under this optional rider shall be applicable to all, or a portion of, the Customer's existing or projected electric service requirements which would not be served by the Company but for the application of this rider and which would otherwise qualify for such service under the terms and conditions set forth herein. Such load (Qualifying Load) shall be determined by the Customer and the Company. Service furnished hereunder shall not be shared with or resold to others.

Section No. VI Second Revised Sheet No. 6.85 Canceling First Revised Sheet No. 6.85

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| 2 of 3 | March 29, 2019 |

(Continued from Rate Schedule CIS, Sheet No. 6.84)

Qualifying Load must be served behind a single meter and must equal or exceed 500 kW.

Any Customer receiving service under this rider must provide the following documentation, the sufficiency of which shall be determined by the Company:

- 1. Legal attestation by the Customer (through an affidavit signed by an authorized representative of the Customer) to the effect that, but for the application of this rider to the qualifying load, such load would not be served by the Company;
- 2. Other documentation, as requested by the Company, demonstrating that there is a viable economic alternative (excluding alternatives in which the Company has an ownership or operating interest) to the Customer's taking electric service from the Company; and
- 3. In the case of existing Customers, an agreement to provide the Company with a recent energy audit of the Customer's physical facility (the Customer may have the audit performed by the Company at no expense to the Customer) which provides sufficient detail to provide reliable cost and benefit information on energy efficiency improvements which could be made to reduce the Customer's cost of energy in addition to any discounted pricing provided under this rider.

#### CHARACTER OF SERVICE:

This optional rider is offered in conjunction with the rates, terms, and conditions of the tariff under which the Customer takes service and affects the total bill only to the extent that the negotiated rates, terms, and conditions differ from the rates, terms, and conditions of the otherwise applicable rate schedules as provided for under this rider.

Section No. VI Second Revised Sheet No. 6.86 Canceling First Revised Sheet No. 6.86

| PAGE   | EFFECTIVE DATE |
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| 3 of 3 | March 29, 2019 |

(Continued from Rate Schedule CIS, Sheet No. 6.85)

### **MONTHLY CHARGES:**

Unless specifically noted in this rider or within the Contract Service Arrangement, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

Additional Base Charge: \$250.00

Demand/Energy Charges: Any negotiated Demand and/or Energy Charges, or the procedure for calculating the negotiated charges, under this rider shall be set forth in the Contract Service Arrangement and shall recover all incremental costs the Company incurs in serving the Customer's Qualifying Load plus a contribution to the Company's fixed costs.

Provisions and/or Conditions Associated with Monthly Charges: Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in the Contract Service Arrangement and may be applied during all or a portion of the term of the Contract Service Arrangement. These negotiated provisions and/or conditions may include, but are not limited to, a guarantee by the Company to maintain the level of either the Demand and/or Energy Charges negotiated under this rider for a specified period, such period not to exceed the term of the Contract Service Arrangement.

### SERVICE AGREEMENT:

Each Customer shall enter into a Contract Service Arrangement ("CSA") with the Company to purchase the Customer's entire requirements for electric service at the service locations set forth in the CSA. For purposes of the CSA, "the entire requirements for electric service" may exclude certain electric service requirements served by the Customer's own generation as of the date shown on the CSA. The CSA shall be considered a confidential document. The pricing levels and procedures described within the CSA, as well as any information supplied by the Customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith is considered confidential, proprietary information of the parties. If requested, such information shall be made available for review by the Florida Public Service Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

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

# **RATE SCHEDULE BERS**

Section No. VI Second Revised Sheet No. 6.87 Canceling First Revised Sheet No. 6.87

# BUILDING ENERGY RATING SYSTEM (BERS)

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 2 | March 29, 2019 |

### AVAILABILITY:

Available to all single-family residential buildings within Gulf Power's service territory excluding mobile (manufactured) homes.

### **APPLICABILITY:**

<u>Existing Home</u> – Upon request, a state Certified Rater will perform an on-site energy audit and provide a BERS Certificate as outlined in Rule 9B-60 of the Florida Administrative Code.

<u>New Home Construction</u> – Upon request, a state Certified Rater will provide a BERS Certificate using the Florida Energy Efficiency Code for Building Construction Whole Building Performance Method A.

### **FEE SCHEDULE:**

| <u>Rating</u> | New Home | Existing Home |
|---------------|----------|---------------|
| Class I       | \$500.00 | \$500.00      |
| Class II      | \$200.00 | \$200.00      |
| Class III     | \$120.00 | N/A           |

The foregoing fees assume the existence of residences having a single duct system and 2,000 square feet or less of conditioned living space. For residences having greater than 2,000 square feet of conditioned living space, an additional \$.10 per square foot of conditioned living space may be added to the fee. Similarly, for residences having more than one duct system, \$35.00 may be added to the fee for each additional duct sytem.

In addition to the above charges, a registration fee for each rating will be added as set forth by the state approved BERS registration agency (Florida Solar Energy Center).

### **TERMS OF PAYMENT:**

The rating fee and registration fee shall be payable after the rating is completed but prior to delivery of the BERS certificate.

Section No. VI First Revised Sheet No. 6.88 Canceling Original Sheet No. 6.88

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| 2 of 2 | March 29, 2019 |

(Continued from Rate Schedule BERS, Sheet No. 6.87)

# **DEFINITIONS:**

BERS Rating Classifications:

Class I -- These ratings use site energy audit data plus on-site performance test data.

Class II -- These ratings use site energy audit data.

Class III -- These ratings are for new homes using building plans, construction documents and Energy Code compliance reports.

Existing Home – A completed residential occupancy building for which a certificate of occupancy or equivalent approval for occupancy has been issued.

Florida Energy Code Whole Building Performance A – A performance based Code compliance method, which considers energy use for the whole building, both the envelope and its major energy-consuming systems. Under this method, an As-Built home is compared to a Baseline house of the same configuration and orientation in that region of the state.

Section No. VI First Revised Sheet No. 6.91 Canceling Original Sheet No. 6.91

# RATE SCHEDULE MBFC

# MILITARY BASE FACILITIES CHARGE (OPTIONAL RIDER)

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# AVAILABILITY:

Available throughout the entire territory served by the Company.

# **APPLICABILITY:**

Military bases receiving electric service from the Company that are privatizing their utility facilities are eligible to receive service under this schedule at the discretion of the Company.

### **CHARACTER OF SERVICE:**

This optional rider is offered in conjunction with the rates, terms, and conditions of the tariff under which the Customer takes service and affects the total bill only to the extent that the negotiated rates, terms, and conditions supplement the rates, terms, and conditions of the otherwise applicable rate schedules as provided for under this rider.

# MONTHLY CHARGE:

The negotiated Facilities Charge shall be set forth in the Facilities Agreement negotiated between the eligible customer and the Company. The negotiated Facilities Charge will be calculated by the Company to recover the costs associated with the acquisition of the facilities, the expenses related to operating and maintaining, the expenses incurred for administrative and general, and the applicable taxes. In addition, charges associated with negotiated terms and conditions in the Facilities Agreement shall be included in the Electric Facilities Charge.

### FACILITIES AGREEMENT:

As a prerequisite for receiving service under this Rider, the customer shall execute a Facilities Agreement containing the specific agreement that has been negotiated between the Company and the Customer. Each specific agreement will contain a minimum term, a description of the facilities and any other customer-specific terms as needed under the particular circumstances.

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

Section No. VI Fourth Revised Sheet No. 6.92 Canceling Third Revised Sheet No. 6.92

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| 1 of 2 | March 29, 2019 |

# 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.

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 service agreement under this Rider.

Section No. VI Third Revised Sheet No. 6.93 Canceling Second Revised Sheet No. 6.93

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(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 a service agreement 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 a service agreement 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 service agreement that includes a minimum five- year term. Service under this Rider will terminate at the end of the service agreement 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 service agreement 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 Fifth Revised Sheet No. 6.94 Canceling Fourth Revised Sheet No. 6.94

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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.

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 service agreement under this Rider.

Section No. VI Third Revised Sheet No. 6.95 Canceling Second Revised Sheet No. 6.95

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(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 a service agreement verifying the hiring of 25 full-time employees.
- (3) The Customer must provide a service agreement 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 service agreement for Electric Service that includes a minimum five- year term. Service under this Rider will terminate at the end of the service agreement 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 service agreement 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 Fifth Revised Sheet No. 6.96 Canceling Fourth Revised Sheet No. 6.96

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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.

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 service agreement under this Rider.

Section No. VI Third Revised Sheet No. 6.97 Canceling Second Revised Sheet No. 6.97

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(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 a service agreement verifying the hiring of 10 full-time employees.
- (3) The Customer must provide a service agreement 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 service agreement for Electric Service that includes a minimum five- year term. Service under this Rider will terminate at the end of the service agreement 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 service agreement 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 Third Revised Sheet No. 6.103 Canceling Second Revised Sheet No. 6.103

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# 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.

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 service agreement under this Rider.

Section No. VI Second Revised Sheet No. 6.104 Canceling First Sheet No. 6.104

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(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 tenyear 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 service agreement 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 Rider CL CURTAILABLE LOAD

Section No. VI Second Revised Sheet No. 6.105 Canceling First Sheet No. 6.105

# LIMITED AVAILABILITY EXPERIMENTAL RIDER (OPTIONAL RIDER)

EFFECTIVE DATE

### **AVAILABILITY:**

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Available throughout the entire territory served by the Company to Customers receiving electric service under Rate Schedules LP, LPT, PX, and PXT that commit to a minimum Non-Firm Demand of 4,000 kW. Customers cannot participate in Rate Rider CL in conjunction with the Critical Peak Option for Rate LPT. Service under this rate schedule is subject to installation of equipment necessary for implementation.

This Rider will be closed to further subscription when the total Non-Firm Demand subject to executed Curtailable Load Service Agreements reaches 50 MW. Excepting contracts which have been signed before the termination date, service under this Rider shall terminate on December 31, 2023, unless extended by order of the Florida Public Service Commission.

# **APPLICABILITY:**

This Rider is applicable to any Customer whose actual measured demand through one or more accounts is not less than 4,000 kW during the previous 12 months and who maintains an annual load factor of not less than sixty percent (60%). Multiple accounts may be combined to meet the demand and load factor requirements provided the demand response is coordinated from a single location and a single point of contact is provided to the Company for notification. Participating Customers are required to execute a Curtailable Load Service Agreement with the Company.

This Rider is also applicable only to premises at which an interruption of electric service will primarily affect only the Customer, its employees, agents, lessees, tenants or business guests, and will not significantly affect members of the general public, nor interfere with functions performed for the protection of public health or safety unless adequate on-site backup generation is available.

This Rider is offered in conjunction with the rates, terms, and conditions of the rate schedule under which the Customer takes service and affects the total bill only to the extent that the rates, terms, and conditions under this Rider differ from the rates, terms, and conditions of such rate schedule.

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(Continued from Rate Rider CL, Sheet No. 6.105)

### **DETERMINATION OF CURTAILMENT PERIODS:**

A curtailment period may be designated by the Company when Non-Firm Demand curtailment is necessary to alleviate any conditions that could lead to the interruption of power supply in the NEE Balancing Area, a local area or a region. Such conditions include, but are not limited to, those where curtailment is necessary to prevent capacity or energy emergencies and avert potential widespread power outages, facility overloads or voltage collapse. The curtailment period designation will follow Company-applicable NERC, regional, state, public service commission or local standards or guidelines. Typically, the Company will provide advance notice of 30 minutes or more prior to a curtailment period. If requested, the Company will respond to inquiries from the Customer regarding a curtailment period and provide requested information regarding the event to the extent such information is not confidential, proprietary, or non-public transmission information.

### **COMPLIANCE INCENTIVE:**

The Company may terminate service under this Rider at any time for the Customer's failure to comply with the terms and conditions of this Rider or the Curtailable Load Service Agreement. In such event, the Company shall be entitled to immediately suspend future monthly credits under this Rider and bill the Customer for the total value of the credits received during the lesser of: (i) the prior 60 months; (ii) the number of months which have elapsed since the occurrence of the most recent curtailment period; or (iii) the number of months which have elapsed since the customer began service under this Rider.

An incident of non-compliance will be considered to have occurred if the Customer's maximum integrated fifteen (15) minute demand to the nearest kilowatt (kW) during a curtailment period or test period is greater than the Firm Demand.

Section No. VI First Revised Sheet No. 6.107 Canceling Original Sheet No. 6.107

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| 3 of 5 | March 29, 2019 |

(Continued from Rate Rider CL, Sheet No. 6.106)

# DETERMINATION OF FIRM DEMAND AND NON-FIRM DEMAND:

Firm Demand is defined as the amount of demand that the Customer's measured demand cannot exceed during a curtailment period or test period.

Non-Firm Demand is defined as the amount of demand that the Customer agrees to reduce during a curtailment period or test period.

The Customer's Firm Demand and Non-Firm Demand shall be established in the Curtailable Load Service Agreement with the Company. The sum of a Customer's Firm Demand and Non-Firm Demand shall not exceed the Customer's maximum measured demand. If the sum of a Customer's Firm Demand and Non-Firm Demand exceeds the Customer's maximum measured demand during a year, the Non-Firm Demand for the following year will be reduced by the difference. The contracted Firm and Non-Firm Demand may be adjusted proactively by mutual agreement of the Customer and the Company.

### CREDIT:

Monthly credits will be paid to the Customer based on the product of the Non-Firm Demand and Credit Value as specified in the Curtailable Load Service Agreement. Should the sum of a Customer's Firm Demand and Non-Firm Demand exceed the Customer's maximum measured demand during a year, the subsequent monthly credits for the following year will be reduced by the difference between the sum of the Customer's Non-Firm Demand and Firm Demand and the Customer's maximum measured demand for the prior year multiplied by the Credit Value.

# **DEMONSTRATION PERIOD:**

Prior to the Customer taking service under this Rider, the Customer must demonstrate their ability to reduce their electrical demand to a level equal to, or below, their Firm Demand as specified in the Curtailable Load Service Agreement. The Customer will be notified 30 minutes prior to the required demonstration period. The demonstration period will occur within 30 days of the Company being notified by the Customer that it wishes to take service under this Rider. The demonstration will be for a period of no more than two consecutive hours.

Section No. VI First Revised Sheet No. 6.108 Canceling Original Sheet No. 6.108

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| 4 of 5 | March 29, 2019 |

(Continued from Rate Rider CL, Sheet No. 6.107)

# **SPECIAL PROVISIONS:**

- 1. Service under this Rider is not available to a Customer whose premises are designated by one or more governmental agencies for use as a public shelter during a natural disaster and/or a declared state of emergency.
- 2. Credits under this Rider shall commence after the successful demonstration of demand reduction by the Customer as determined by the Company.
- 3. The Company reserves the right to test the Customer's ability to comply with the provisions of this Rider for a one-hour test period if there has not been a curtailable period or demonstration period for the Customer during the previous 12 months. These test periods will not be considered curtailable periods.
- 4. If the Customer terminates participation prior to the expiration of their full contract term, the Customer will not be allowed to participate in this program for two subsequent years.
- 5. Customers who exit the program prior to the full expiration of their full contract term and who subsequently re-enter the program may only take service under the terms of their original contract until its expiration.
- 6. Customers taking service under negotiated contracts may participate in Rider CL provided that such participation is explicitly permitted in the Customer's executed contract.

# **TERM OF SERVICE:**

Service under this Rider requires a Curtailable Load Service Agreement having a term of 10 years beyond the anticipated in-service date of the Company's Avoided Unit or Resource. Customers may terminate their Curtailable Load Service Agreement without penalty or liability by providing the Company with at least five (5) years advanced written notice. In such event, the Curtailable Load Service Agreement will automatically terminate on the day following the fifth anniversary of the date of the Customer's termination notice.

If the Customer ceases taking service under the Rider prior to the expiration of the full contract term and without the required advanced written notification, the Company will bill the Customer for the total value of the credits received during a period equal to the lesser of: (i) the prior 60 months; (ii) the number of months which have elapsed since the occurrence of the most recent curtailment period; or (iii) the number of months which have elapsed since the Customer began service under this Rider.

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

Section No. VI First Revised Sheet No. 6.109 Canceling Original Sheet No. 6.109

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(Continued from Rate Rider CL, Sheet No. 6.108)

### TAX ADJUSTMENT:

See Sheet No. 6.37

### FRANCHISE FEE

BILLING: See Sheet No. 6.37

# ENERGY CONSERVATION:

See Sheet No. 6.38

# **GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

# PAYMENT OF BILLS:

See Sheet No. 6.37

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   | Section VI                |              |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------|--------------|--|--|
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| RATE SCHEDULE: OSP-1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                   |                           |              |  |  |
| SUPPLEMENTAL POWER SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | S RIDER           |                           |              |  |  |
| (OPTIONAL RIDER)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                   |                           |              |  |  |
| ,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                   |                           |              |  |  |
| <u> </u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | AVAILABLITY:      |                           |              |  |  |
| In all areas served. This optional rider ("Rider") is available on a voluntary basis to Customers who desire an alternative source of power supply and/or power conditioning service ("Service") in the event Customers' normal electric supply is disrupted. This Rider shall expire December 31, 2025, unless extended by approval of the FPSC. No new Optional Supplemental Power Services Agreements may be executed following the expiration of this Rider. Service under this Rider shall be provided under the terms specified in the Optional Supplemental Power Services Agreements that are outstanding at such time as the Rider expires. |                   |                           |              |  |  |
| APPLICABILITY:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                   |                           |              |  |  |
| Service is provided through the installation of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | of equipment by t | he Company at the Custome | r's premise, |  |  |

Service is provided through the installation of equipment by the Company at the Customer's premise, the purpose of which is to meet the Customer's requested scope of Service. In order to meet the Service need identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions, including the potential need of a detailed professional engineering design through a feasibility study. The Company and the Customer may thereafter execute a Residential or Non-Residential Optional Supplemental Power Services Agreement ("Agreement") which must include a description of the equipment to be installed, the Service to be performed, and the monthly charge for the Service. Upon receipt of the proposed Agreement from Company, the Customer shall have no more than ninety (90) days to execute the Agreement. After 90 days, the proposed Agreement shall be considered expired, unless extended in writing by the Company.

Service would be at the Customer's request and is not considered by the Company to be usual and customary for the type of installation to be served.

#### LIMITATION OF SERVICE:

Installation of Service equipment shall be made only when, in the judgment of the Company, the location and the type of the Service equipment are, and will continue to be economical, accessible and viable. The Company will own, operate and maintain the Service equipment for the term of the Agreement.

The Company may, at its option, provide and maintain equipment required by the Customer beyond the point of delivery for standard electric service. In the event that Company agrees to a Customer's request to connect generating equipment on the Company's side of the billing meter, energy provided by such equipment will be billed under the Customer's otherwise applicable general service rate schedule.

| GULF POWER COMPANY                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                             |                                                                                                                                                              |                                                            |  |
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| (Continued):                                                                                                                                                                                                                                                                                                                                                                                                   | 2010                                                                                                        |                                                                                                                                                              |                                                            |  |
| MONTHLY S                                                                                                                                                                                                                                                                                                                                                                                                      | ERVICE PAYME                                                                                                | <u>NT:</u>                                                                                                                                                   |                                                            |  |
| The Company will design, procure, install, own, operate and provide maintenance to all equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula: |                                                                                                             |                                                                                                                                                              |                                                            |  |
| Monthly Service Pay                                                                                                                                                                                                                                                                                                                                                                                            | /ment = Capital C                                                                                           | ost + Expenses                                                                                                                                               |                                                            |  |
| Where:                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                             |                                                                                                                                                              |                                                            |  |
| Capital Cost shall be levelized over the terr<br>equipment times a carrying cost. The carrying<br>and most recent FPSC-approved return on co                                                                                                                                                                                                                                                                   | cost is the cost of                                                                                         |                                                                                                                                                              |                                                            |  |
| Any replacement cost(s) expected to be incur<br>equipment installed by the Company that is r<br>be included in the Monthly Service Payment.                                                                                                                                                                                                                                                                    |                                                                                                             |                                                                                                                                                              |                                                            |  |
| Except for fuel expenses, projected expenses<br>Service and may include, but not be limited to:<br>with the installed equipment, administrative ar<br>and property taxes that will be recorded as co                                                                                                                                                                                                           | non-fuel operation<br>nd general expens                                                                     | s and maintenance expenses                                                                                                                                   | associated                                                 |  |
| Fuel expenses, if applicable, will be recalcular<br>forecasted operating parameters and expected<br>Payment. Fuel expense will be based upon<br>operation and testing and also includes, but is<br>expenses and taxes applicable to Company'<br>expenditures will be reconciled to projected<br>incorporated into the following twelve (12) markets                                                            | d fuel costs, and y<br>n an estimate of<br>not limited to, deliv<br>s acquisition, stor<br>d fuel revenues  | will be in addition to the Mon<br>the cost of fuel consumed<br>very costs, inventory costs, ad<br>age and delivery of the fuel.<br>annually and any differen | thly Service<br>for back-up<br>ministrative<br>Actual fuel |  |
| REVISIONS TO MON                                                                                                                                                                                                                                                                                                                                                                                               | ITHLY SERVICE                                                                                               | PAYMENT:                                                                                                                                                     |                                                            |  |
| In addition to annual revisions to fuel exper<br>Monthly Service Payment(s) may be adjusted<br>to reflect the Customer's request for modificati<br>Supplemental Power Services Agreement.<br>modifications necessitated by changes in the<br>the Customer for supplemental equipment of<br>facilities which will materially affect the operat                                                                  | I, by agreement o<br>ions to the Service<br>Modifications incl<br>character of Servic<br>or services, or ch | of both the Customer and the<br>e and equipment specified in t<br>ude, but are not limited to,<br>ce required by the Customer,<br>nanges or increases in the | e Company,<br>he Optional<br>equipment<br>requests by      |  |
| ISSUED BY: Tiffany Cohen                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                             |                                                                                                                                                              |                                                            |  |

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|                                                                                                                                                                                                  |                      | Section VI<br>Original Sheet No. 6.112                            |              |
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|                                                                                                                                                                                                  | PAGE<br>3 of 3       | EFFECTIVE DATE                                                    |              |
|                                                                                                                                                                                                  |                      |                                                                   |              |
| <u>(Continued):</u>                                                                                                                                                                              |                      |                                                                   |              |
| TERM                                                                                                                                                                                             | OF SERVICE:          |                                                                   |              |
| The term of Service will be specific to each O                                                                                                                                                   | ptional Suppleme     | ntal Power Services Agreeme                                       | ent.         |
|                                                                                                                                                                                                  | D REGULATION         |                                                                   |              |
| Service under this Rider is subject to order<br>currently effective "General Rules and Regul<br>Service Commission. In case of conflict betwe<br>Regulations for Electric Service" the provision | lations for Electric | c Service" on file with the Flo<br>of this Rider and said "Genera | orida Public |
|                                                                                                                                                                                                  |                      |                                                                   |              |
|                                                                                                                                                                                                  |                      |                                                                   |              |
|                                                                                                                                                                                                  |                      |                                                                   |              |
|                                                                                                                                                                                                  |                      |                                                                   |              |
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|                                                                                                                                                                                                  |                      |                                                                   |              |
| ISSUED BY: Tiffany Cohen                                                                                                                                                                         |                      |                                                                   |              |

|                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                           | Original Sheet No. 6.113                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                         | PAGE<br>1 of 2                                                            | EFFECTIVE DATE                                                                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                           |                                                                                                                            |
| Existing Facility Economic Development Rider -                                                                                                                                                                                                                                                                                                                                                                                          | EFEDR                                                                     |                                                                                                                            |
| AVAILABLITY                                                                                                                                                                                                                                                                                                                                                                                                                             | :                                                                         |                                                                                                                            |
| In all areas served.                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                           |                                                                                                                            |
| This Rider is available for the establishment of New Load<br>been vacant for more than six months. Service under<br>measured demand of at least 350 kW and who create at                                                                                                                                                                                                                                                                | the Rider is li                                                           | mited to Customers with a                                                                                                  |
| Initial application for this Rider is not available to existing<br>occurs after the Customer contracts for service under the<br>allowed to fulfill the balance of the contract under Rider E<br>outlined below. This Rider is not available for renewal<br>equipment failure, temporary plant shutdown, or strike. The<br>from one establishment or delivery point on the Florida Por<br>on the Florida Power and Light Company system. | is Rider, the su<br>FEDR and cont<br>of service follo<br>is Rider is also | uccessor Customer may be<br>tinue the schedule of credits<br>owing interruptions such as<br>not available for load shifted |
| The load and employment requirements under the Ride<br>point. The Customer's Service Agreement under this Ride<br>and nature of the load being provided, documentation ve<br>significant factor in the Customer's location decision, a<br>affiliation with the previous occupant.                                                                                                                                                       | er must include<br>erifying that the                                      | a description of the amount availability of this rider is a                                                                |
| LIMITATION OF SEF                                                                                                                                                                                                                                                                                                                                                                                                                       | RVICE:                                                                    |                                                                                                                            |
| The Company reserves the right to limit applications for<br>Development expenses from this Rider, the Business Ir<br>exceed the maximum amount allowed by FPSC rule 25-6                                                                                                                                                                                                                                                                | ncentive Riders                                                           |                                                                                                                            |
| F.A.C. Service under this rider may not be combined with                                                                                                                                                                                                                                                                                                                                                                                | n service under                                                           | a BIR.                                                                                                                     |
| New service requiring installation of additional facilities n cash contributions in aid of construction, and/or advances                                                                                                                                                                                                                                                                                                                |                                                                           |                                                                                                                            |
| <b>DEFINITION:</b><br>New Load: New Load is that which is established after Ja<br>space that has been vacant for more than six months prio<br>Verification of vacancy will be established by evidence of<br>period in question.                                                                                                                                                                                                         | r to application                                                          | for service under this Rider.                                                                                              |
| ISSUED BY: Tiffany Cohen                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                           |                                                                                                                            |

Original Sheet No. 6.114

PAGE 2 of 2 EFFECTIVE DATE

(Contintued from 6.113)

### **DESCRIPTION:**

A credit based on the percentages below will be applied to the base demand charges and base energy charges of the Customer's otherwise applicable rate schedule associated with the Customer's New Load:

Year 1 – 25% reduction in base demand and energy charges\* Year 2 – 20% " Year 3 – 15% " Year 4 – 10% " Year 5 – 5% "

\* All other charges including customer charge, fuel cost recovery, capacity cost recovery, conservation cost recovery, environmental cost recovery, and storm charge will also be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD, GSDT, GSTOU, LP, LPT, PX or PXT.

#### TERM OF SERVICE:

The Customer agrees to a five-year contract term. Service under this Rider will terminate at the end of the fifth year.

#### **RULES AND REGULATIONS:**

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

Section VII Standard Contract Forms

|                                                     | Section No. VII<br>Twenty-Second Revised Sheet No. 7.1<br>Canceling Twenty-First Revised Sheet No.7.1                                                                                                                           |                              |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| INDEX                                               | OF STANDARD CONTRACT FORMS                                                                                                                                                                                                      |                              |
|                                                     | PAGE EFFECTIVE DATE 1 of 2                                                                                                                                                                                                      |                              |
| <u>Contract</u>                                     | Description                                                                                                                                                                                                                     | Sheet No.                    |
| Form 1<br>Form 2<br>Form 3                          | Deleted<br>Deleted<br>Deleted                                                                                                                                                                                                   | 7.13                         |
| Form 4<br>Form 5                                    | Outdoor Service – Lighting Pricing Methodology<br>- Rate Schedule OS (Part I/II) (Closed Schedule)<br>Contract for Street and General Area Lighting Service<br>- Rate Schedule OS (Part I/II) (Closed Schedule)                 | 7.13                         |
| Form 6<br>Form 7<br>Form 8<br>Form 9<br>Form 10     | Deleted<br>Facilities Rental Service Agreement<br>Agreement for Underground Electric Construction by the Utility<br>Agreement for Underground Construction Standards<br>Application for Underground Service in an Overhead Area | 7.23<br>7.24<br>7.25<br>7.27 |
| Form 11<br>Form 12<br>Form 13<br>Form 14<br>Form 15 | Deleted<br>Deleted<br>Standby Service Agreement<br>Standby Service Interconnection Agreement<br>Agreement for Energy Select Program                                                                                             | 7.30<br>7.35<br>7.41         |
| Form 16<br>Form 17<br>Form 18<br>Form 19            | Surge Protection Agreement - Rate Schedule SP (Closed Rate)<br>Application for Underground Cost Estimate<br>Deleted<br>Optional Relamping Service Agreement Customer-Owned Street and General                                   | 7.42<br>7.43<br>7.45         |
| Form 20                                             | Area Lighting - Rate Schedule OS (Part I/II) (Closed Schedule)<br>Optional Up Front Payment of Fixture(s)–Rate Schedule OS (Part I/II) (Closed<br>Schedule)                                                                     | 7.47                         |
| Form 21                                             | Optional Up Front Payment of Additional Facilities - Rate Schedule OS (Part                                                                                                                                                     | 7.48                         |
| Form 22                                             | <ul> <li>I/II) (Closed Schedule)</li> <li>Contract Service Arrangement for the Provision of Service Under the</li> <li>Commercial/Industrial Service Rider</li> </ul>                                                           | 7.49                         |
| Form 23                                             | Assignment of Lighting Service Contract–Rate Schedule OS (Part I/II) (Closed Schedule)                                                                                                                                          | 7.54                         |
| Form 24<br>Form 25                                  | Customer-Owned Lighting Agreement (Without Relamping Service Provisions)<br>- Rate Schedule OS (Part I/II) (Closed Schedule)<br>Deleted                                                                                         | 7.55                         |
|                                                     |                                                                                                                                                                                                                                 |                              |

Section No. VII Seventh Revised Sheet No. 7.2 Canceling Sixth Revised Sheet No. 7.2

| PAGE   | EFFECTIVE DATE |
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| 2 of 2 |                |
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# Sh<u>eet No.</u>

| Contract           | Description                                                           | Sheet N |
|--------------------|-----------------------------------------------------------------------|---------|
| Form 28<br>Form 29 | Certificate of Compliance – Small Power Generation Systems<br>Deleted | 7.62    |
| Form 30            | Curtailable Load Service Agreement                                    | 7.66    |
| Form 31            | Electric Service and Meter Socket Requirements                        | 7.69    |
| Form 32            | Optional Supplemental Power Services Agreement                        | 7.70    |
| Form 33            | Non-Residentional Optional Supplemental Power Services Agreements     | 7.78    |
| Form 34            | Existing Facility Economic Development Rider Service Agreement        | 7.88    |
| Form 35            | Easement                                                              | 7.89    |
| Form 36            | Business Incentive Rider                                              | 7.97    |
| Form 37            | Medically Essential Service                                           | 8.01    |
| Form 38            | Performance Guarantee                                                 | 8.03    |

|                                                                                                   | Section VII<br>Twelfth Revised Sheet No. 7.13                           |                  |
|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|------------------|
|                                                                                                   | Canceling Eleventh Revised Sheet No. 7.13                               |                  |
| OUTDOOR SERVICE - LIGHTI<br>MONTHLY RATES - Rat                                                   | R COMPANY<br>NG PRICING METHODOLOGY<br>e Schedule OS (Part I/II)<br>m 4 |                  |
| SECTION A - LED FIXTURES                                                                          | m 4<br>Schedule)                                                        |                  |
| otal Unit Cost                                                                                    |                                                                         |                  |
| ixture Cost                                                                                       |                                                                         | \$0.00           |
| Arm Cost                                                                                          |                                                                         | \$0.00           |
| Bulb Cost<br>Photocell Cost                                                                       |                                                                         | \$0.00<br>\$0.00 |
|                                                                                                   | SUBTOTAL                                                                | \$0.00           |
| 0.000 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           |
| ixture 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           |
| Asintonanoo Chargo                                                                                |                                                                         |                  |
| <i>l</i> laintenance Charge<br>Average Annual Bulb Failure Rate:                                  | 0.0%                                                                    |                  |
|                                                                                                   | e Rate = (Ann. Burn Hrs / Bulb Life)                                    |                  |
| - Annual Burn hours                                                                               |                                                                         |                  |
|                                                                                                   |                                                                         |                  |
| Photocell Replacement = (Photocell Cost + Labor) x Photocell Failure                              |                                                                         | \$0.00           |
|                                                                                                   | e Rate = (Ann. Burn Hrs /Photocell Life)                                |                  |
| \$ - Photocell Cost<br>Bhotocell Boolessmont Lober Hrs                                            | = 0                                                                     |                  |
| - Photocell Replacement Labor Hrs                                                                 |                                                                         |                  |
| Driver Replacement = (Driver Cost + Labor) x Driver Failure Rate/12                               | Months                                                                  | \$0.00           |
|                                                                                                   | e Rate = (Ann. Burn Hrs / Driver Life)                                  |                  |
| S - Driver Cost                                                                                   | = 0                                                                     |                  |
| - Driver Replacement Labor Hrs                                                                    |                                                                         |                  |
| Surge Protection Device (SPD) Perference = (SPD Cest + Labor)                                     | SPD Failura Pata/12 Months                                              | ¢0.00            |
| Surge Protection Device (SPD) Replacement = (SPD Cost + Labor) x<br>- SPD Life (in hours) Failure | e Rate = (Ann. Burn Hrs / SPD Life)                                     | \$0.00           |
| \$ - SPD Cost                                                                                     |                                                                         |                  |
| - SPD Replacement Labor Hrs                                                                       | ·                                                                       |                  |
|                                                                                                   |                                                                         |                  |
| uminaire Repair Cost =                                                                            |                                                                         |                  |
| [Man-hours to Remove of 0.36 @ \$62.05/Manhour + Unit Cost To                                     | talj                                                                    | <b>*</b> 0.00    |
| x 6.7% Annual Luminaire Failure Rate/12 Months                                                    | SUBTOTAL                                                                | \$0.00<br>\$0.00 |
| Revenue Tax = Fixed Charge x 0.000721                                                             | SUBTOTAL                                                                | \$0.00<br>\$0.00 |
|                                                                                                   | MAINTENANCE CHARGE                                                      | \$0.00           |
|                                                                                                   |                                                                         |                  |
| nergy Charge                                                                                      |                                                                         |                  |
| 0 Line Wattage x 4,120 Annual Operating Hours/(1,                                                 | ,                                                                       | <b>.</b>         |
| 0 kWh @ \$0.02517/kWh                                                                             | ENERGY CHARGE                                                           | \$0.00           |
|                                                                                                   |                                                                         |                  |
|                                                                                                   | EFFECTIVE:<br>UMMARY                                                    |                  |
| Tixture Charge                                                                                    |                                                                         | \$0.00           |
| Aaintenance Charge                                                                                |                                                                         | \$0.00           |
| Energy Charge                                                                                     |                                                                         | \$0.00           |
|                                                                                                   | TOTAL MONTHLY CHARGE PER FIXTURE                                        | \$0.00           |
|                                                                                                   |                                                                         |                  |
|                                                                                                   |                                                                         |                  |

|                                                   | Fifth Revised Sheet No. 7.13.1<br>Canceling Fourth Revised Sheet I                                                                                                                     | No. 7.13.1       |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
|                                                   |                                                                                                                                                                                        |                  |
|                                                   | Form 4 (Continued)<br>(Closed Schedule)                                                                                                                                                |                  |
|                                                   | Non-LED FIXTURES                                                                                                                                                                       |                  |
| Total Unit Cost<br>Fixture Cost                   |                                                                                                                                                                                        | \$0.00           |
| Arm Cost                                          |                                                                                                                                                                                        | \$0.00           |
| Bulb Cost                                         |                                                                                                                                                                                        | \$0.00           |
| Photocell Cost                                    |                                                                                                                                                                                        | \$0.00           |
|                                                   | SUBTOTAL<br>Man-hours to Install Fixture/Arm (If Applicable) @ \$62.05/Manhour                                                                                                         | \$0.00<br>\$0.00 |
|                                                   | SUBTOTAL                                                                                                                                                                               | \$0.00           |
| 35.0                                              | % Engineering & Supervision Overheads                                                                                                                                                  | \$0.00           |
|                                                   | UNIT COST TOTAL                                                                                                                                                                        | \$0.00           |
| Fixture Charge                                    |                                                                                                                                                                                        |                  |
| Fixed Charge =                                    | (15.235% x Unit Cost Total)/12 Months<br>Fixed Charge x 0.000721                                                                                                                       | \$0.00<br>\$0.00 |
| Revenue Tax -                                     | FIXTURE CHARGE                                                                                                                                                                         | \$0.00           |
|                                                   |                                                                                                                                                                                        | ,                |
| Maintenance C                                     |                                                                                                                                                                                        |                  |
| Average Annual<br>-<br>-                          | Bulb Failure Rate:       0.0%         Bulb Life (in hours)       Failure Rate = (Ann. Burn Hrs / Bulb Life)         Annual Burn hours       Failure Rate = (Ann. Burn Hrs / Bulb Life) |                  |
| Spot Rebulb Co                                    | st = (Bulb Cost + Photocell Cost + \$29 Labor) x Bulb Failure Rate/12 Months                                                                                                           | \$0.00           |
| Luminaire Repai                                   |                                                                                                                                                                                        |                  |
|                                                   | Remove of 0.36 @ \$62.05 Manhour + Unit Cost Total]                                                                                                                                    |                  |
| x 6.7% Annua                                      | Luminaire Failure Rate/12 Months SUBTOTAL                                                                                                                                              | \$0.00<br>\$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 @ \$0.02517/kWh ENERGY CHARGE                                                                                                                                                    | \$0.00           |
|                                                   |                                                                                                                                                                                        |                  |
|                                                   |                                                                                                                                                                                        |                  |
|                                                   | PRICE SUMMARY                                                                                                                                                                          |                  |
| Fixture Charge                                    |                                                                                                                                                                                        | \$0.00           |
| Maintenance Ch                                    |                                                                                                                                                                                        | \$0.00           |
| Maintenance Ch                                    |                                                                                                                                                                                        | \$0.00<br>\$0.00 |
| Fixture Charge<br>Maintenance Ch<br>Energy Charge | arge                                                                                                                                                                                   | \$0.00           |

# **GULF POWER COMPANY**

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

# Form 4 (Continued) (Closed Schedule)

### 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 | \$0.00 |
| SUBTOTAL                                                             | \$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 |
|                                                                      |        |

| (Ann. Burn Hrs / Bulb Life)<br>Bulb Failure Rate/12 Months | \$0.00                            |
|------------------------------------------------------------|-----------------------------------|
|                                                            |                                   |
| B AND PHOTOCELL COST                                       | \$0.00<br>\$0.00<br><b>\$0.00</b> |
| ed)                                                        |                                   |
|                                                            |                                   |

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Canceling Eighteenth Revised Sheet No. 7.16                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| CON<br>A<br>LIGH<br>SCH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | LF POWER COMPANY<br>NTRACT FOR STREET<br>ND GENERAL AREA<br>HTING SERVICE RATE<br>HEDULE OS (PART I/II)<br>Closed Schedule)<br>Form 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Contract No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Customer Name —                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| DBA Telephone No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Tax I. D. (if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Street Address (Subdivision, etc.) of Lig                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ht(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Billing Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Driving Directions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Location of Light(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| The Applicant requests Gulf Power Compan<br>electric energy for the operation thereof and hereby<br>the Company's Rate Schedule "OS (PART I/II)" and<br>file with the Florida Public Service Commission or an<br>In consideration of the supplying and maintenance of s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | agrees to talceand pay for the same in accordance with and subject<br>d Rules and Regulations for Electric Service on file in its office and<br>y changes therein as approved by the Florida Public Service Commission<br>aid electric current and facilities the Applicant hereby grants to Gulf Pow                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| The Applicant requests Gulf Power Compan<br>electric energy for the operation thereof and hereby<br>the Company's Rate Schedule "OS (PART I/II)" and<br>file with the Florida Public Service Commission or an<br>in consideration of the supplying and maintenance of s<br>Company, the right to construct, operate, and maintain<br>address its poles, Lines, facilities, and appliances n<br>together with the rights of ingress and egress to an<br>obstructions that may injure or endanger said lines.<br>maintenance of said facilities shall remain at all times the<br>Schedule "OS (PART I/II)" shall be for an initial peri<br>installation may constitute a longer term. At the time<br>application becomes a contract for a term of yea<br>oy the other. Any damage done by vandalism shall be<br>The location of said facilities shall be as specified by the<br>or the use thereof. Should the Applicant discontinue th<br>for the full term shall immediately become due and pay<br>by reason of accident, or condition beyond the control of<br>and such interruption shall not constitute a breach of the                                                                                                             | y to furnish the facilities described on Sheet No. 7.16.1 and the necessa<br>agrees to talceand pay for the same in accordance with and subject<br>d Rules and Regulations for Electric Service on file in its office and<br>y changes therein as approved by the Florida Public Service Commission<br>aid electric current and facilities the Applicant hereby grants to Gulf Powe<br>upon, over, under, and across the premises located at the above servi-<br>necessary in connection therewith for the transmission of electric power<br>d from said lines and the right to cut and keep clear all trees and oth<br>All fixtures, equipment and material used in the construction, operation, a<br>e property of Gulf Power Company. The contract term as provided by Ra<br>od of not less than three (3) years. Additional facilities required for the<br>Gulf Power Company begins to install any facilities applied for herein, that<br>as and thereafter from year to year until terminated by notice to either pa<br>handled in accordance with the provisions of Rate Schedule "OS (Part /III)<br>e Applicant and the Company shall be held harmless in connection therew<br>his service before the expiration of the full term of contract all unpaid charg<br>vable. In the event the supply of electric current should be interrupted or t<br>Gulf Power Company, the service shall be restored within a reasonable tir                                                                                                                                                                    |
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|                                                                                           |                                                       | -                        | vised Sheet No. 7.16.1<br>Seventh Revised She |                    |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------|-----------------------------------------------|--------------------|
|                                                                                           | Form 5 (Co<br>(Closed S                               |                          | ContractNo.——                                 |                    |
| FACILITIES FURNISHED:                                                                     |                                                       |                          |                                               |                    |
| Type Light                                                                                | Lamp<br>Wattage                                       | No. of lights            | Price per light                               | Total<br>Amount/Mo |
|                                                                                           |                                                       |                          |                                               |                    |
|                                                                                           |                                                       |                          |                                               |                    |
| Type Miscellaneous Facility                                                               |                                                       |                          |                                               | Total<br>Amount/Mo |
| Type Miscentaneous Facility                                                               |                                                       | No.                      | Price per Item                                | Anounow            |
|                                                                                           |                                                       |                          |                                               |                    |
|                                                                                           |                                                       |                          |                                               |                    |
|                                                                                           | Total Base Mo                                         | onthly Charged           |                                               |                    |
| *"'** Base monthly charge does not include Fue<br>Natural Disaster Recovery Surcharge, ap | el Charge, Purchased Powe<br>plicable taxes, or fees. | r Copaci ty Charge, Envi | ronmental Charge, Energy C                    | onservation Cha    |
|                                                                                           |                                                       |                          |                                               |                    |
|                                                                                           |                                                       |                          |                                               |                    |
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| Section No. VII<br>Third Revised Sheet No. 7.23<br>Canceling Second Revised Sheet No. 7.23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FACILITIES RENTAL SERVICE AGREEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| This Agreement, made this day of, by and between (hereinafter called the Customer) located at in Florida and Florida Power & Light Company, a corporation, organized and existing under the laws of the State of Florida (hereinafter called the Company).                                                                                                                                                                                                                                                                                                                                                                       |
| WITNESSETH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| WHEREAS, the Customer has requested to rent from the Company certain electric facilities described in the document attached and made a part of this Agreement hereinafter referred to as the "facilities located atand, used for the purpose of                                                                                                                                                                                                                                                                                                                                                                                  |
| WHEREAS, the Company is willing to rent such facilities upon the terms and conditions specified herein,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>NOW THEREFORE,</b> for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1. The Company will provide, install or otherwise make available, own, operate and maintain the facilities described in this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2. The Customer shall pay to the Company, as consideration for furnishing the facilities, a charge in accordance with the Company's Contract Provisions - Various (Facilities Rental Service) in its Electric Tariff and any successor or substitute schedule, as changed, modified, or supplemented from time to time by a legal effective filing of the Company with or by order of the Florida Public Service Commission.                                                                                                                                                                                                     |
| 3. The in-place value of rental facilities will be based upon the agreed replacement cost of the facilities.<br>However, when the in-place value has been previously established in an existing Rental Agreement, the<br>in-place value of this Agreement will be based on that previously determined value, subject to the terms<br>and conditions in Paragraph 6.                                                                                                                                                                                                                                                              |
| 4. The in-place value of the facilities is \$ The in-place value of this Agreement may change from time to time in accordance with the provisions in Paragraph 6. The Monthly Rental Fee and the Monthly Maintenance Payment below are based upon the rates in effect at the time of this agreement. These charges are subject to change and adjustment pursuant to FPL's rate schedule or any successive Facilities Rental Services contained on FPL's tariff sheet number 1.010 as approved by the Florida Public Service Commission. The Customer has elected to pay for these facilities in this Agreement by either paying: |
| a. Monthly Rental Fee of \$ and Monthly Maintenance Payment of \$<br>or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| b. Lump Sum Rental Payment of \$ and Lump Sum Maintenance Payment of \$<br>or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| c. Lump Sum Rental Payment of \$ and Monthly Maintenance Payment of \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ISSUED BY: Tiffany Cohen EFFECTIVE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

Section VII Original Sheet No. 7.23.1 5. The term of this Agreement shall be: Five (5) years from the service date, and the term shall continue thereafter to be in effect from month to month until terminated by either party upon ninety (90) days written notice. Any addition to existing facilities, as provided in Paragraph 6, may require a new term of five years based on the changes in the facilities' in-place value. 6. Valuation of changes in facilities shall be as follows: When mutually agreed upon, additional facilities may be installed, and the in-place value in а. Paragraph 4 increased by the installed cost of the additional facilities. b. When mutually agreed upon, a portion of the existing facilities may be removed and the in-place value in Paragraph 4 shall be adjusted to reflect such changes. For Customers paying a monthly rental fee, the Company may require a contribution by the Customer to compensate for the undepreciated portion of the facilities to be removed, less salvage, plus removal costs. This option is available only for Customers paying a monthly rental fee. When requested by the Customer, and when mutually agreed upon, existing facilities may be modified by the Company. c. The in-place value in Paragraph 4 will be adjusted in accordance with the procedures stated in 6a and 6b above. d. When facilities are replaced due to mechanical and/or electrical failure, the in-place value in Paragraph 4 will be increased by the installed cost of the replacement facilities and reduced by the previously established in-place value of the replaced facilities. e. When facilities are replaced or modified at the Company's option and not as provided in Paragraphs 6 a. through 6 d. for Customers paying either a monthly rental fee or a lump sum, no change in the in-place value will be made. In those instances, where upon mutual agreement between the Company and the Customer, when the f Customer is transferring from a monthly rental to a lump sum, the in-place valuation of the facilities may be adjusted to reflect the undepreciated value of the facilities. 7. This Agreement may be assigned only with the prior written consent of the Company. 8. On the termination of this Agreement, and in the event that the Customer fails to make rental payments in a timely fashion then and in each of those events, at the option of the Company, the Facilities may be removed as soon as practicable by the Company. Customer agrees to pay all costs of collecting any amounts due under this agreement, including Company's reasonable attorney's fee if amounts are not paid when due. 9. Should the Customer fail to keep and perform any of the agreements and conditions of this Agreement, or should an execution or attachment be levied upon rental facility, or should the Customer execute an assignment for the benefit of creditors or file a voluntary petition in bankruptcy, or should an order for relief be entered in an involuntary bankruptcy filed against Customer. or should proceedings for the appointment of a receiver be commenced in any Court against the Customer, then the Company may without any previous notice or demand terminate this Agreement and take possession of and remove rental facility without any liability whatever to the Customer, and for that purpose may enter upon any premises where rental facility is located; but no such termination of this Agreement shall relieve the Customer from liability for damages for the breach of any of the covenants and conditions herein contained. The Customer agrees to protect the Company, its agents and representatives, against all claims for damages for any trespass that may be committed in recovering rental facility. If this Agreement is terminated by Customer, 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, Customer shall promptly pay Company 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. 10. It is further understood and agreed that nothing herein contained shall vest any title, legal or equitable, in rental facility in the Customer. And it is understood that the fixing of rental facility to the premise of the Customer shall not change or affect its character as the personal property of Customer nor relieve the rental facility from the conditions and provisions of this Agreement.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:** 

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| agrees to indemify the Company against any damage to rental facility resulting from any wilful misuse of the same by the Customer further agrees that it will use reasonable diligence to protect rental facility from any damage. 14. This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Agreement constitutes the entire Agreement between the parties hereto. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed in triplicate the day and year first above written. Charges and Terms Accepted:  LESSEE GULF POWER COMPANY By: By: (Print or Type Name) Title: Title: Date: Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |                                                                                                 |                                                                                |
| Company and the Customer, made in respect to matters herein contained, and when duly executed, this Agreement constitutes the entire Agreement between the parties hereto.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 11.  | agrees to indemnify the Company against any of<br>Customer or from its negligence. The Customer | damage to rental facility resulting from any willful misuse of the same by the |
| above written.       Charges and Terms Accepted:         LESSE       GULF POWER COMPANY         By:       By:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 12.  | Company and the Customer, made in respect to                                                    | matters herein contained, and when duly executed, this Agreement               |
| By:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | abov | e written.                                                                                      | ed this Agreement to be duly executed in triplicate the day and year first     |
| Title:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1    | LESSEE                                                                                          | GULF POWER COMPANY                                                             |
| Title:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1    | 3v.                                                                                             | Bv                                                                             |
| Title:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      | (Print or Type Name)                                                                            | (Print or Type Name)                                                           |
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| ISSUED BY: Tiffany Cohen EFFECTIVE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      |                                                                                                 |                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | IS   | SUED BY: Tiffany Cohen                                                                          | EFFECTIVE:                                                                     |

| Section No. VII<br>Sixth Revised Sheet No. 7.24<br>Canceling Fifth Revised Sheet No. 7.24                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GULF POWER COMPANY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| AGREEMENT FOR UNDERGROUND ELECTRIC CONSTRUCTION BY THE UTILITY<br>Form 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| THIS AGREEMENT made and entered into thisday of, 20, by and between GULF POWER COMPANY, hereinafter called the Utility, and' hereinafter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| called the Applicant, sets forth the standards and conditions which will apply to the construction, installation, repair and ownership of the underground facilities to be located at                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| description of the property where the facilities will be constructed or installed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| WITNESSETH THAT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| WHEREAS, the Utility owns and operates an electric distribution system in County, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or all of which the Applicant has constructed or proposes to construct certain improvements; and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| WHEREAS, the Applicant has requested the Utility to supply and install all primary, secondary, and service trench, duct, and cable for the purpose of supplying electric service to the improvements to be located on the property described on Exhibit "A"; and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| WHEREAS, the Utility desires to cooperate with the Applicant and to install the underground distribution system;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is agreed by and between the parties as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1. Upon compliance by Applicant with all of the provisions of this Agreement in a manner acceptable to the Utility, the Utility shall install, own and maintain the necessary facilities for providing underground electric service to the improvements located on that portion of the property as shown on Exhibit "C" (construction drawing) attached. At no time shall the Utility be required by the Applicant, its successors or assigns to furnish other than single phase service through these facilities except as otherwise shown on Exhibit "C" and at a cost to the Applicant as specifically described in Exhibit "C".                                                                                                                                                                        |
| 2. The Applicant agrees to prepare an orderly plan for the location of all utility lines and equipment to be installed and to cause all utility companies and contractors involved to install their lines and equipment in the locations specified in said plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3. The Applicant agrees to cause to be conveyed to the Utility, without cost, all easements, including rights of ingress and egress, necessary or convenient to the Utility or required by it for the purpose of constructing, operating, maintaining, and removing said underground electrical distribution lines and other necessary equipment.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 4. The Applicant shall remove or cause to be removed, at his expense, from the Utility easement or route of trench line, whether in a street, alley or otherwise, all trees, stumps or any other obstructions and shall not hard surface street, parking areas, courts, walkways, or other areas on the trench line route until the necessary ducts have been installed by the Utility. The Applicant shall locate and mark all property and/or lot corners and establish finish grade along the route of construction of the underground distribution system. The Applicant agrees to reimburse the Utility for the costs of facilities found to be installed at the wrong location or grade due to Applicant requested changes in property lines easement, grade, and/or errors in staking or trenching. |
| 5. The service entrance facilities for the improvements shall in all respects conform to the requirements of all applicable codes, the Rules and Regulations of the Utility, and the terms of this Agreement. The Applicant and his successors in interest will provide the service entrance facilities in accordance with Exhibit "B" (appropriate distribution standard specification).                                                                                                                                                                                                                                                                                                                                                                                                                  |

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

Section No. VII Second Revised Sheet No. 7.24.1 Canceling First Revised Sheet No. 7.24.1

6. Applicant agrees to include in all conveyances of the property described in Exhibit "A", or subdivision of that property, a covenant running with the property and inuring to the benefit of the Utility that requires all electric service to that property to be underground electric service, and that no electric service shall be overhead, except where the Utility determines it is necessary based on its sole discretion. This covenant shall bind the Applicant, its successors and assigns as set forth in paragraph 11.

7. The Utility agrees that it will provide underground electric service in accordance with Exhibit "C" upon application for service by an owner or occupant and no such owner or occupant shall be provided electric service other than underground. Said service will be provided by the Utility under applicable Rate Schedules and its Rules and Regulations as filed with the Florida Public Service Commission.

8. The rights of Owners and occupants and of the public, in and to the streets, alleys, parks, and public ways encompassed within the perimeter of Exhibit "G" shall be subject to a paramount right of the Utility to utilize same for construction, repair, maintenance, and operation of an underground electrical distribution system; and no owner or occupant shall so use or occupy his property as to obstruct or interfere with the construction, repair, maintenance or operation of said electric distribution system.

9. The Applicant agrees to pay to the Utility the difference between the estimated cost of the underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities, which difference is and which has this day been paid by the Applicant to the Utility.

10. Nothing in this Agreement shall be construed or have the effect of vesting in the Applicant any right, title or interest in or to any underground distribution facilities, all of which shall be and remain the exclusive property of the Utility.

11. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Utility but shall not be assignable by the Applicant except with the written consent of the Utility first had and obtained; provided, however, that this prohibition shall not be construed to prevent the Applicant from conveying any portion of the property in the Development shown on Exhibit "A" if such conveyance is made in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed in four counterparts as of the day and year first above written.

| APPLICANT                                           | GULF POWER COMPANY        |
|-----------------------------------------------------|---------------------------|
| Ву:                                                 | By:                       |
| (Print or Type Name)                                | (Print or Type Name)      |
| Title: ———————————                                  | - Title:                  |
| Date:                                               | Date:                     |
| Correspondence with the Applicant should be address |                           |
| FIRM:                                               |                           |
| ADDRESS:                                            |                           |
| CITY:STATE:                                         | ZIP GODE:                 |
| ISSUED BY: Mark Crosswhite                          | EFFECTIVE: April 11, 2012 |

| GULF | POWER | COMPANY |
|------|-------|---------|
| OULI |       |         |

| by GULF POWER COMPANY, hereinafter called the Utility, and, hereinafter called the Applicant, sets forth the standards and conditions which will apply to the construction, installation, repair, and ownership of the underground facilities to be located at Exhibit "A" hereto, contains a detailed description of the property where the facilities will be constructed or installed by the applicant.<br>WITNESSETH THAT:<br>WHEREAS, the Utility owns and operates an electric distribution system inCounty, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or all of which the Applicant has constructed or proposes to construct certain improvements; and WHEREAS, the Applicant wishes to have the electrical service supplying electricity to the improvements on the above described property be installed underground; and WHEREAS, the Applicant wishes to construct a portion of the underground electrical distribution facilities for the purpose of supplying electric service to the improvements to be located on the above described property; WHEREAS, the Utility would normally construct and install all of the underground electric distribution facilities at the above described location, the Utility pursuant to this agreement will take ownership of facilities constructed and installed by the Applicant pursuant to this agreement, where those facilities comply with the provisions of the agreement reached between the above | AGREEMENT FOR UNDERGROUND CONSTRUCTION STANDARDS This AGREEMENT made and entered into this Day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                     | Section No. VII<br>Second Revised Sheet No. 7.25<br>Canceling First Revised Sheet No. 7.25                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| by GULF POWER COMPANY, hereinafter called the Utility, and, hereinafter called the Applicant, sets forth the standards and conditions which will apply to the construction, installation, repair, and ownership of the underground facilities to be located at Exhibit "A" hereto, contains a detailed description of the property where the facilities will be constructed or installed by the applicant.<br>WITNESSETH THAT:<br>WHEREAS, the Utility owns and operates an electric distribution system inCounty, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or all of which the Applicant has constructed or proposes to construct certain improvements; and WHEREAS, the Applicant wishes to have the electrical service supplying electricity to the improvements on the above described property be installed underground; and WHEREAS, the Applicant wishes to construct a portion of the underground electrical distribution facilities for the purpose of supplying electric service to the improvements to be located on the above described property; WHEREAS, the Utility would normally construct and install all of the underground electric distribution facilities at the above described location, the Utility pursuant to this agreement will take ownership of facilities constructed and installed by the Applicant pursuant to this agreement, where those facilities comply with the provisions of the agreement reached between the above | by GULF POWER COMPANY, hereinafter called the Utility, and, hereinafter called the Applicant, sets forth the standards and conditions which will apply to the construction, installation, repair, and ownership of the underground facilities to be located at Exhibit "A" hereto, contains a detailed description of the property where the facilities will be constructed or installed by the applicant.<br>WITNESSETH THAT:<br>WHEREAS, the Utility owns and operates an electric distribution system inCounty, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or all of which the Applicant has constructed or proposes to construct certain improvements; and WHEREAS, the Applicant wishes to have the electrical service supplying electricity to the improvements on the above described property be installed underground; and WHEREAS, the Applicant wishes to construct a portion of the underground electrical distribution facilities for the purpose of supplying electric service to the improvements to be located on the above described property; WHEREAS, the Utility would normally construct and install all of the underground electric distribution facilities at the above described location, the Utility pursuant to this agreement will take ownership of facilities constructed and installed by the Applicant pursuant to this agreement, where those facilities comply with the provisions of the agreement reached between the above |                                                                                                                                                                     |                                                                                                                                                                               |
| Exhibit "A" hereto, contains a detailed description of the<br>property where the facilities will be constructed or installed by the applicant.<br>WITNESSETH THAT:<br>WHEREAS, the Utility owns and operates an electric distribution system inCounty, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or<br>all of which the Applicant has constructed or proposes to construct certain improvements; and<br>WHEREAS, the Applicant wishes to have the electrical service supplying electricity to the<br>improvements on the above described property be installed underground; and<br>WHEREAS, the Applicant wishes to construct a portion of the underground electrical distribution<br>facilities for the purpose of supplying electric service to the improvements to be located on the<br>above described property in lieu of having the Utility construct all of the underground distribution<br>facilities on the above described property;<br>WHEREAS, the Utility would normally construct and install all of the underground electric<br>distribution facilities at the above described location, the Utility pursuant to this agreement will<br>take ownership of facilities comply with the provisions of the agreement reached between the above                                                                                                                                                                                                      | Exhibit "A" hereto, contains a detailed description of the<br>property where the facilities will be constructed or installed by the applicant.<br>WITNESSETH THAT:<br>WHEREAS, the Utility owns and operates an electric distribution system inCounty, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or<br>all of which the Applicant has constructed or proposes to construct certain improvements; and<br>WHEREAS, the Applicant wishes to have the electrical service supplying electricity to the<br>improvements on the above described property be installed underground; and<br>WHEREAS, the Applicant wishes to construct a portion of the underground electrical distribution<br>facilities for the purpose of supplying electric service to the improvements to be located on the<br>above described property in lieu of having the Utility construct all of the underground distribution<br>facilities on the above described property;<br>WHEREAS, the Utility would normally construct and install all of the underground electric<br>distribution facilities at the above described location, the Utility pursuant to this agreement will<br>take ownership of facilities comply with the provisions of the agreement reached between the above                                                                                                                                                                                                      | by GULF POWER COMPANY, hereinafter called<br>standards and conditions which will apply to the co                                                                    | I the Utility, and, hereinafter called the Applicant, sets forth the, hereinafter called the Applicant, sets forth the nstruction, installation, repair, and ownership of the |
| facilities for the purpose of supplying electric service to the improvements to be located on the above described property in lieu of having the Utility construct all of the underground distribution facilities on the above described property;<br>WHEREAS, the Utility would normally construct and install all of the underground electric distribution facilities at the above described location, the Utility pursuant to this agreement will take ownership of facilities constructed and installed by the Applicant pursuant to this agreement, where those facilities comply with the provisions of the agreement reached between the above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | County, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or<br>all of which the Applicant has constructed or proposes to construct certain improvements; and<br>WHEREAS, the Applicant wishes to have the electrical service supplying electricity to the<br>improvements on the above described property be installed underground; and<br>WHEREAS, the Applicant wishes to construct a portion of the underground electrical distribution<br>facilities for the purpose of supplying electric service to the improvements to be located on the<br>above described property in lieu of having the Utility construct all of the underground distribution<br>facilities on the above described property;<br>WHEREAS, the Utility would normally construct and install all of the underground electric<br>distribution facilities at the above described location, the Utility pursuant to this agreement will<br>take ownership of facilities constructed and installed by the Applicant pursuant to this agreement,<br>where those facilities comply with the provisions of the agreement reached between the above                                                                                                                                                                                                                                                                                                                                                    | Exhibit "A"<br>property where the facilities will be constructed or                                                                                                 | hereto, contains a detailed description of the                                                                                                                                |
| WHEREAS, the Applicant wishes to construct a portion of the underground electrical distribution facilities for the purpose of supplying electric service to the improvements to be located on the above described property in lieu of having the Utility construct all of the underground distribution facilities on the above described property;<br>WHEREAS, the Utility would normally construct and install all of the underground electric distribution facilities at the above described location, the Utility pursuant to this agreement will take ownership of facilities constructed and installed by the Applicant pursuant to this agreement, where those facilities comply with the provisions of the agreement reached between the above named parties; and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | facilities for the purpose of supplying electric service to the improvements to be located on the above described property in lieu of having the Utility construct all of the underground distribution facilities on the above described property;<br>WHEREAS, the Utility would normally construct and install all of the underground electric distribution facilities at the above described location, the Utility pursuant to this agreement will take ownership of facilities constructed and installed by the Applicant pursuant to this agreement, where those facilities comply with the provisions of the agreement reached between the above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | County, Florida, in which the Applicant owns the<br>all of which the Applicant has constructed or prop<br>WHEREAS, the Applicant wishes to have the ele             | real property described in Exhibit "A" on some cooses to construct certain improvements; and ctrical service supplying electricity to the                                     |
| distribution facilities at the above described location, the Utility pursuant to this agreement will take ownership of facilities constructed and installed by the Applicant pursuant to this agreement, where those facilities comply with the provisions of the agreement reached between the above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | distribution facilities at the above described location, the Utility pursuant to this agreement will take ownership of facilities constructed and installed by the Applicant pursuant to this agreement, where those facilities comply with the provisions of the agreement reached between the above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | acilities for the purpose of supplying electric serv<br>above described property in lieu of having the Ut                                                           | vice to the improvements to be located on the                                                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | distribution facilities at the above described locati<br>ake ownership of facilities constructed and instal<br>where those facilities comply with the provisions of | ion, the Utility pursuant to this agreement will led by the Applicant pursuant to this agreement,                                                                             |

Section No. VII Fifth Revised Sheet No. 7.26 Canceling Fourth Revised Sheet No. 7.26

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. The Utility hereby agrees to permit the Applicant to construct and install all or a portion of the underground distribution facilities described herein below at the above location provided:

a) such work meets the Utility's construction standards, as set forth below:

(1) Conduit to be placed in any Utility underground distribution system must meet the specifications set forth in Exhibit "D" (appropriate distribution standard specification). Conduit shall be installed in the locations specified in Exhibit "C" (construction drawing);

(2) Primary and secondary conduit must be buried with 30" of cover or at a depth that meets applicable codes and is satisfactory to the utility and the applicant;

 (3) The connection between the meter enclosure and the underground service entrance shall be in accordance with Exhibit "B" (appropriate distribution standard specification);

(4) Where the applicant installs the conduit, the applicant must install a tracer wire in the trench with the conduit as specified in Exhibit "E";

(5) When the Utility supplies the conduit to the Applicant, the Utility shall take ownership of that conduit at the time it is installed by the Applicant and all other provisions of this agreement have been satisfied. When the Applicant supplies and installs the conduit, the Utility shall take ownership of that conduit at the time the cable has been installed in the conduit by the Utility and all other provisions of this agreement have been satisfied. Until such time that the Utility takes ownership of the conduit, the Applicant, or Contractor acting for the Applicant, shall be responsible for accessing and repairing the conduit;

(6) After which time the Utility takes ownership of the conduit, the Utility shall be responsible for accessing, in a reasonable manner, and repairing the conduit and cable. The Applicant's

EFFECTIVE: November 28, 2000

Section No. VII Second Revised Sheet No.7.26.1 Canceling First Revised Sheet No.7.26.1

aforementioned duty includes, but is not limited to, repairs necessitated by the Utility accessing and repairing conduit or cable and specifically includes all repairs made necessary as a result of placement of conduit beneath a roadway. The Applicant will have no right, title or interest inor to the completed distribution facilities;

(7) The Utility reserves the right to verify, prior to taking ownership of the conduit system, that the duct system is installed as specified in the plan provided by the Utility under section 4, below. The Utility may exercise, at any time, its right to inspect and verify any Applicant provided facility, and any such inspection or verification shall not be deemed an approval of any Applicant provided facility or a waiver by the Utility of any right to enforce strict compliance with the terms and conditions of this agreement;

(b) that in the Utility's sole discretion such Agreement is not expected to cause the general body of ratepayers to incur greater costs;

(c) the Applicant agrees to pay Gulf Power Company's current applicable Engineering and Supervision rate associated with the estimate of work to be performed by the Applicant. This amount represents the cost of Gulf's engineering time to review and inspect the Applicant's work.

(d) the Applicant agrees to correct, to the satisfaction of the Utility, any deficiencies found by the Utility prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to Utility's distribution system. Deficiencies must be corrected in a timely manner or the Utility shall construct the system improvement using overhead facilities and the Applicant will have to pay the cost of such improvement and the cost of its removal before the corrected underground facilities will be connected;

2. Upon compliance by Applicant with all of the provisions of this Agreement in a manner acceptable to the Utility, the Utility shall own and maintain the necessary facilities for providing underground electric service to the property as shown on Exhibit "C" hereto. At no time shall the Utility be required by the Applicant, its successors or assigns to furnish other than single phase service through these facilities, except as otherwise shown on Exhibit "C". Three-phase service will be furnished only when specified on Exhibit "C" and paid for in advance by the Applicant. The Applicant agrees to reimburse the Utility for the costs of facilities found to be installed at the wrong location or grade due to Applicant requested changes in property lines, easement, grade, and/or errors in staking or trenching.

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

Section No. VII Second Revised Sheet No. 7.26.2 Canceling First Revised Sheet No. 7.26.2

3. By this agreement, the Applicant agrees to adhere to and meet the provisions set forth in Gulf Power Company's Tariff for Retail Electric Service, Section 6.2.6, under Ownership of Underground Facilities. A copy of said tariff is attached hereto.

4. The Applicant agrees to follow the distribution plan prepared by the Utility, and attached hereto as Exhibit "C", showing the location of all facilities to be constructed or installed pursuant to this agreement, and agrees to cause all of its contractors and employeesto follow such plan. Applicant agrees that any work performed by the Applicant or its contractor shall be in accordance with National Electrical Safety Code (NESC) and local building and safety codes. Applicant agrees that all persons performing work will be licensed by appropriate authorities and will obtain necessary permits.

5. Applicant hereby expressly agrees that the Utility shall in no way be liable or responsible for any accident or damage, to persons or property, which may occur as a result or in any way connected to the Applicant, its employees or contractors installing and constructing the facilities that are the subject of this agreement. The Applicant hereby agreesto indemnify and hold harmless the Utility against any and all liability, loss, cost, damage, orany expense connected therewith, including a reasonable attorney's fee incurred in the defense any type of court action related thereto, which may accrue to the Utility by reason of negligence, default, misconduct or strict liability of the Applicant, its employees or contractors in the installation and construction of the facilities described in this agreement. Applicant is not a contractor, subcontractor or employee of the Utility, and performs the installation and construction of the facilities described herein as an entity completely separate and apart from the Utility.

6. The Applicant agrees to cause to be conveyed to the Utility, without cost, all easements, including rights of ingress and egress, necessary or convenient to the Utility or required by it for the purpose of operating, maintaining, and removing said underground electrical distribution lines and other necessary equipment.

7. Applicant agrees to include in all conveyances of the property described in Exhibit "A", or subdivision of that property, a covenant running with the property and inuringo the benefit of the Utility that requires all electric service to that property to be undergroundelectric service, and that no electric service shall be overhead, except where the Utility determines it is necessary based on its sole discretion. This covenant shall bind the Applicant, its successors and assigns as set forth in paragraph 9. The Utility agrees to provide underground electric service in accordance with Exhibit "C" upon application for service by an owner or occupant and no such owner or occupant shall be provided electric service otherthan underground. Said electric service will be provided by the Utility under applicable RateSchedules and its Rules and Regulations as filed with the Florida Public Service Commission.

Section No. VII Second Revised Sheet No. 7.26.3 Canceling First Sheet No. 7.26.3

8. The rights of owners and occupants and of the public, in and to the streets, alleys, parks and public ways encompassed within the perimeter of Exhibit "C" shall be subject to aparamount right of the Utility to utilize the same for construction, repair, maintenance and operation of an underground electrical distribution system; and no owner or occupant shall so use or occupy his property as to obstruct or interfere with the construction, repair, maintenance or operation of said electric distribution system.

9. The Applicant agrees to pay to the Utility the difference between the estimated cost of the underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities and applicable non-typical charges as set forth in Gulf Power Company's Tariff for Retail Electric Service, Section IV, PART VI. This difference is <u></u>and has this day been paid by the Applicant to the Utility. The foregoing differential will take into account the cost of the underground facilities constructed and installed by the Applicant.

10. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Utility but shall not be assignable by the Applicant except with the written consent of the Utility first had and obtained; provided, however, that this prohibition shall not be construed to prevent the Applicant

from conveying any portion of the property in the Development shown on Exhibit <sup>A</sup> if such conveyance is made in accordance with the terms of this instrument.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

|                             | perly executable:<br>The parties hereto have caused this instrument to be<br>rts as of the day and year first above written. |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------|
| APPLICANT                   | GULF POWER COMPANY                                                                                                           |
| Ву:                         | By:                                                                                                                          |
|                             |                                                                                                                              |
| (Print or Type Name) Title: | (Print or Type                                                                                                               |
| Date:                       |                                                                                                                              |
|                             | STATE: ZIP CODE:                                                                                                             |
|                             |                                                                                                                              |
|                             |                                                                                                                              |

|                                                                                                                                                                                                                                                                                              | Section No. VII<br>First Revised Sheet No. 7.27<br>Canceling Original Sheet No. 7.27                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                              | POWER COMPANY<br>ROUND SERVICE IN AN OVERHEAD AREA<br>Form 10                                                                                                                                                                                                                                                                                                                 |
| NAMEOFAPPLICANT                                                                                                                                                                                                                                                                              | DATE                                                                                                                                                                                                                                                                                                                                                                          |
| SERVICEADDRESS                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                               |
| shown on the sketch attached as Exhibit "A". The Ap<br>estimated cost difference between the requested under<br>have been installed or, if the Company has previous<br>delivery, the cost of the requested underground serv                                                                  | nish underground electric service from overhead facilities a<br>oplicant agrees to pay the Company \$ the<br>orground service and the overhead service that would otherwise<br>sly provided an overhead service to the Applicant's point of<br>vice plus the cost of removal and the estimated remaining ne<br>, less the estimated net salvage value of the facilities to be |
| The Applicant agrees to provide service entrance facili<br>of all applicable codes and the rules and regulations of                                                                                                                                                                          | lities as shown on Exhibit "B" that conform to the requirement of the Company.                                                                                                                                                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                              | I to install the conduit and cable from the Company's overhea<br>Credit may be given for trench, backfill and Company-approve                                                                                                                                                                                                                                                 |
| obstructions and shall establish finish grade along the<br>The Applicant is responsible for providing all landscard<br>driveways or piping (installed before this requested<br>as a result of the underground installation. Any repair<br>Company will be at the additional expense of the A | applicant. The Applicant will provide for a timely and order<br>and will be responsible for the location of all privately owne                                                                                                                                                                                                                                                |
| easements, including rights of ingress and egress, r                                                                                                                                                                                                                                         | o cause to be conveyed to the Company, without cost, a<br>necessary or convenient to the Company or required by it fo<br>and removing said underground electrical distribution facilitie                                                                                                                                                                                      |
|                                                                                                                                                                                                                                                                                              | the effect of vesting in the Applicant any right, title or intere hich shall be and remain the property of Gulf Power Compan                                                                                                                                                                                                                                                  |
| This application shall be binding upon the successors                                                                                                                                                                                                                                        | or legal assigns of either of the parties hereto.                                                                                                                                                                                                                                                                                                                             |
| APPLICANT                                                                                                                                                                                                                                                                                    | GULF POWER COMPANY                                                                                                                                                                                                                                                                                                                                                            |
| Ву                                                                                                                                                                                                                                                                                           | Ву:                                                                                                                                                                                                                                                                                                                                                                           |
| (Print or Type Name)                                                                                                                                                                                                                                                                         | (Print or Type Name)                                                                                                                                                                                                                                                                                                                                                          |
| Title:                                                                                                                                                                                                                                                                                       | Title                                                                                                                                                                                                                                                                                                                                                                         |
| Date                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                               |
| ISSUED BY: Mark Crosswhite                                                                                                                                                                                                                                                                   | EFFECTIVE: April 11, 2012                                                                                                                                                                                                                                                                                                                                                     |

| SectionVII                 |
|----------------------------|
| FirstRevised SheetNo. 7.29 |
| Canceling Sheet No.7.29    |

# APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED GENERATION

SEE SHEET NO.9.33

**ISSUED BY:** D.L.Mccrary

|                                                           | Section No. VII<br>First Revised Sheet No. 7.30<br>Canceling Original Sheet No. 7.30 |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------|
| GULF POV                                                  | VER COMPANY                                                                          |
| STANDBY SER                                               | RVICE AGREEMENT                                                                      |
| This agreement made thisday of                            | , 20by and                                                                           |
| between Gulf Power Company, a corporation organize        | ed and existing under the laws of the State of Florida                               |
| and engaged in the generation, transmission, and distri   | ibution of electric                                                                  |
| power, its successors and assigns (hereafter called       |                                                                                      |
| located at(hereafter cal                                  |                                                                                      |
| WHEREAS, the Customer has exect                           | uted a Contract for Electric Power, and                                              |
| WHEREAS, the Customer has electric                        | cal generation capacity capable of                                                   |
| providing at least a portion of the Customer's electrical | requirements, and                                                                    |
| WHEREAS, the Customer has reque                           | ested, or is required, to take Standby Service which                                 |
| consists of either Back-up electric service, or Mainte    | nance electric service, or both, and                                                 |
| WHEREAS, the Customer's total elect                       | trical requirements are, and for the duration of this                                |
| contract will be, satisfied by the Customer's generation  | on and the Customer'spurchases from the Company,                                     |
| which purchases may include Standby Service and oth       | nertypes of electric service which the Company may                                   |
| provide.                                                  |                                                                                      |
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| SSUED BY: Susan Story EFFECTIVE: December                 | r 6, 2005                                                                            |
|                                                           |                                                                                      |

Section VII Original Sheet No.7.31

Now therefore, for and in consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

FIRST:This agreement is in addition to and supplements the StandardForm of Contract for Electric Power and the Stand by Service InterconnectionAgreement executed by and between the partiescontemporaneous herewith.

SECOND: During the term of \_\_\_\_\_\_\_years beginning the day of \_\_\_\_\_\_\_, \_\_\_\_ and continuing thereafter until terminated by mutual agreement or at least twenty-four (24) months prior written notice by either party to the other of its intention to terminate this agreement, the Company shall maintain sufficient electrical capacity and equipment to enable it to deliver to the Customer Stand by service power in the form of three (3) phase alternating current at a frequency of approximately sixty (60) Hertz and at approximately volts.

THIRD: The amount of Stand by service Capacity (BC)

required to be maintained by the Company is \_\_\_\_\_

kilowatts (KW). The Company is under no obligation to provide Stand by Service Capacity in an amount greater than the net effective capability of the Customer 's generation capacity. In the event of a bona fide change in the customer 's standby requirements, the Standby Service Capacity (BC) foe the future may be changed accordingly by mutual agreement. Any such change in Standby Service Capacity (BC) will not effect the duration of this contract except by mutual agreement of the parties.

ISSUED BY: Susan Story

EFFECTIVE: December 6, 2005

Section VII Original Sheet No. 7.32

FOURTH: The Customer will pay the Company for Standby Service in accordance with the charges, provisions, terms, and conditions of the Company's Rate Schedule SS, Standby Service, and abide by all applicable requirements of such rate schedule. A copy of the Company's presently approved Rate Schedule SS is attached hereto as Exhibit "A" and made a part hereof. To the extent any charge, provision, term, or condition is added to, modified within, or deleted from Rate Schedule SS and the same is approved by the Florida Public Service Commission, such addition, modification, or deletion shall thereafter apply and govern the dealings between the Company and the Customer as if the same were contained in the present Rate Schedule SS.

FIFTH: The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand (KW) and energy (KWH) supplied by the Company, and (2) the gross demand (KW) and energy (KWH) output of the Customer's generation equipment. The Company shall install, operate, and maintain all metering equipment described above. The Customer shall pay for all necessary costs incur red by the Company in performing such installation. operation, and maintenance of all metering equipment described above. The Company shall retain owner ship of all metering equipment.

ISSUED BY: Susan Story

EFFECTIVE: December 6, 2005

Section VII Original Sheet No. 7.33

The customer shall allow the Company free access and entry to the Customer's proper ty and premises for the purpose of reading meters, making inspection of and repairs to Company proper ty, and for testing the volume and character of electric energy consumption.

SIXTH: All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the par ties designated below. The par ties designate the following to be notified or to whom payment shall be sent until such time as either par ty furnished the other par ty written instructions to contact another individual. FOR CUSTOMER: FOR COMPANY:

SEVENTH: This agreement supersedes all previous agreements and representations either written or verbal hereto fore made between the Company and the Customer with respect to matters herein contained. This agreement shall not be assigned by the Customer without the written consent of the Company.

ISSUED BY: Susan Story

EFFECTIVE: December 6, 2005

|                                                       | Section No. VII<br>First Revised Sheet No. 7.34<br>Canceling Original Sheet No. 7.34 |
|-------------------------------------------------------|--------------------------------------------------------------------------------------|
| IN WITNESS WHEREOF, the and year first above written. | parties hereto have executed this Agreement the day                                  |
| APPLICANT<br>By:                                      | GULF POWER COMPANY By:                                                               |
| (Print or Type Name)                                  | (Print or Type Name)                                                                 |
| Title:                                                | Title:                                                                               |
| Date:                                                 | Date:                                                                                |
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| ISSUED BY: Mark Crosswhite                            | EFFECTIVE: April 11, 2012                                                            |

### Section No. VI I Original Sheet No. 7.35

### STANDBY SERVICE INTERCONNECTION AGREEMENT

Gulf Power Company ("Gulf" or "the Company") agrees to inter connect with (the "Facility"), a self-generating customer (SGC) located \_\_\_\_\_\_

at \_

\_\_\_\_ within the Company's service territory.

Such interconnect ion is f or the purpose of providing Stand by Service to the SGC and is subject to the following provisions.

### (1) <u>Construction</u>

The SGC shall provide the Company with written instructions to proceed with construction of the interconnect ion facilities as described in this Agreement at least 24 months prior to the date on which the facilities shall be completed. The Company agrees to complete the interconnect ion facilities as described in this Agreement within 24 months of receipt of written instructions to proceed.

Upon the par ties agreement as to the appropriate interconnection design requirements, and receipt of written instructions to proceed from the SGC, the Company shall design and perform or cause to be performed all of the work necessary to interconnect the Facility with the Company's system.

In the event the SGC notifies the company in writing to cease interconnection work before its completion, the SGC shall be obligated to reimburse the Company for the interconnection costs urred up to the date such notation received.

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Section VII First Revised Sheet No. 7.36 Canceling Original Sheet No. 7.36

# (2) Technical Requirements and Operations

The parties agree that the SGC's interconnection with the Company's system must be accomplished in accordance with the provisions of Exhibit A attached hereto and made a part of this Agreement entitled "General Standards for Safety and Interconnection" containing the provisions in Rule 25-17. 087 (6)- (9) F.A.C., adopted by the FPSC in Order No. 23623, Docket No. 891049-EU. Prior to initial synchronization with the Company's system, the SGC must obtain written consent from the Company to operate electr generating equipment in parallel with the Company's electric system. The SGC agrees to require that the Facility operator immediately notifies the Company's System Dispatcher by telephone in the event hazardous of unsafe conditions associated with the parties' parallel operations are discovered. If such conditions are detected by the Company, then the Company will likewise immediately contact the operator of the Facility by telephone. Each party agrees to immediately take all appropriate corrective actions necessary to correct the hazardous or unsafe conditions.

To the extent the Company reasonably determines the same to be necessary to ensure the same operation of the Facility or to protect the grity of the Company's system, the SGC agrees to reduce power generation or take other appropriate actions upon request of the Company.

ISSUED BY: D. L. McCrary

Section VII First Revised Sheet No. 7.37 Canceling Original Sheet No. 7.37

## (3) <u>Site Access</u>

In order to help ensure the continuous, safe, reliable, and compatible operation of the Facility with the Company's system, the SGC hereby grants to the Company for the period of interconnection the reasonable right of ingress and egress, consistent with the safe operation of the lity, over property owned or controlled by the SGC to the extent the Company deems such ingress and egress necessary in order to examine, test, calibrate, coordinate, operate, maintain, or repair any interconnection equipment involved the parallel operation of the Facility and the Company's system, including the Company's metering equipment.

#### (4) <u>Construction Responsibility</u>

In no event shall any Company statement, representation, or lack thereof, either express or implied, relieve the SGC of its exclusive responsibility for the Facility. Specifically, any Company inspection of the lity shall not be construed as confirming or endorsing the Facility's design or its operation or maintenance procedures, nor as a warranty or guarantee as to the safety, reliability, or durability of the Facility's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any Facility equipment or procedure.

### (5) Indemnity

When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall responsible for ensuring safeguards, which are considered adequate by the Company, to the Company's system luding but not limited to the Company's customers, personnel and equipment. The Customer shall indemnify and save the Company harmless from any and all claims, costs, or expense for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by or resulting from:

ISSUED BY: D. L. McCrary

Section VII First Revised Sheet No. 7.38 Canceling Original Sheet No. 7.38

(a) Any act or omission by the Customer, or Customer's contractors, subcontractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's system;

- (b) Any defect, failure of, or fault related to the Customer's generation system;
- (c) The Customer's negligence or negligence of the Customer's contractors,

subcontractors, agents, servants and employees or;

(d) Any other event or act that is the result of, or proximately caused by, the Customer's Facility.

The SGC agrees to indemnify and save harmless the Company, subsidiaries or affiliates, and their respect employees, officers, and directors, against any and all liability, loss, damage, cost or expense which the Company, its subsidies affiliates, and their respective employees, officers, and directors may hereafter incur, suffer or berequired to pay by reason of negligence on the part of the SGC in performing its obligations pursuant to this Agreement or the SGC failure to abide by the provisions of this Agreement. The Company agrees to indemnify and save harmless the SGC against any and all liability, loss, damage,

Section VII First Revised Sheet No. 7.39 Canceling Original Sheet No. 7.39

cost or expense which the SGC may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company in performing obligations pursuant to this Agreement or the Company's failure to abide by the provisions of this Agreement. The SGC agrees to include the Company as an additional named insured in any liabity insurance policy or policies the SGC obtains to protect the SGC interests with respect to the SGC indemnity and hold harmless assurances to parties contained this Section.

(6) Insurance

The SGC shall deliver to the Company at least fifteen days prior to the start of any interconnection work, a certificate of insurance certifying the SGC coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida, protecting and indemnifying the SGC, and the Company as an additional named insured, their officers, employees, and representatives, against all ability and expense on account of claims and suits for uries or damages to persons or property arising out of interconnection to the SGC, or caused by operation of any of the QF's equipment or by the SGC'S lure to maintain the Facility's equipment satisfactory and safe operating conditions, or otherwise arising out of the performance by the SGC of the duties and obligations arising under the terms and conditions of this Agreement.

The policy providing such coverage shall provide comprehensive general ability insurance, including property damage, with limits in an amount to be determined on a case by case basis, but in no event less than \$1,000,000 for each occurrence.

ISSUED BY: D. L. McCrary

Section VII Original Sheet No. 7.39.1

There may be an occasion when a contract with a particular SGC represents a greater than usual liability risk Should the Company deem the contract with the SGC under this Agreement to be such an occasion, the Company will enter into good faith negotiations to set an appropriate minimum level of insurance greater than \$1,000,000. In addition, the above required policy shall be endorsed with a provision whereby the insurance company will notify the Company within thirty prior to the effective date of cancellation or a material change in the policy. The SGC shall pay all premiums and other charges request or due in order to maintain such coverage as requested under this section in force during the entire period of interconnection with the Company.

# (7) <u>Notification</u>

For purpose of making emergency or any communications relating to the operation of the Facility, under the provisions of this Agreement, the parties designate the following people for notification:

| For Gulf:                                                      | _      |
|----------------------------------------------------------------|--------|
|                                                                | Phone: |
| For SGC:                                                       | _      |
| -                                                              | Phone: |
|                                                                |        |
|                                                                |        |
|                                                                |        |
| <b>ISSUED BY:</b> D. L. McCrary <b>EFFECTIVE:</b> May 22, 1992 |        |

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| IN WITNESS WHEREOF, the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC and the SGC an | he Company executed this Agreement this                                          |
| day of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ·                                                                                |
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| APPLICANT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | GULF POWER COMPANY                                                               |
| Ву:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | By:                                                                              |
| (Print or Type Name)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | (Print or Type Name)                                                             |
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|                                                                                                      | Section VII                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                      | Fourth Revised Sheet No. 7.41                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                      | Canceling Third Revised Sheet No. 7.41                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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|                                                                                                      | (Customer Name)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                      | Agreement For                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                      | Energy Select Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                      | nt, made thisday of by and between Gulf Power Company, a corporation, (the<br>/"); and, (hereafter called "Customer").                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| It is hereb                                                                                          | y agreed:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.                                                                                                   | Customer chooses to take service pursuant to Gulf Power Company's Energy Select                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.                                                                                                   | Program which has been approved by the Florida Public Service Commission (FPSC). This program includes service and billing under Gulf Power's Rate Schedule RSVP, on file with and approved by the FPSC.                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2.                                                                                                   | Gulf Power Company will provide the necessary energy management equipment for use on the Customer's premises for the duration of the contract. Customer will be responsible for any willful damages to Company-owned energy management equipment installed at the Customer's premises.                                                                                                                                                                                                                                                                                                                                          |
| 3.                                                                                                   | Customer will provide reasonable access for installing, maintaining, inspecting, testing, and/or removing Company-owned equipment. Where applicable for installation and removal of Company-owned equipment, are described in Rate Schedule RSVP and are incorporated as part of this agreement.                                                                                                                                                                                                                                                                                                                                |
| 4.                                                                                                   | Customer's electrical equipment and appliances are in good working condition as determined at the sole discretion of the Company. Gulf Power will not be responsible for the repair, maintenance, or replacement of the Customer's electrical equipment or appliances.                                                                                                                                                                                                                                                                                                                                                          |
| 5.                                                                                                   | Billing under Rate Schedule RSVP will commence after the installation, inspections, and testing of the equipment, and will continue until terminated by the Customer or the Company with 30 days' notice. Rate Schedule RSVP is incorporated as a part of this agreement. Customer hereby acknowledges having received and reviewed the rates, terms, and conditions contained in Rate S c h e d u I e RSVP. Customer understands and acknowledges that this rate schedule, as well as the rates, terms, and conditions therein are subject to periodic change by the FPSC and such changes will be applicable to the Customer. |
|                                                                                                      | This agreement supersedes all previous agreements and representations, either written or oral,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6.                                                                                                   | heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                                                      | contained. Any modification(s) to this Agreement must be approved, in writing, by the Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Gulf Pow                                                                                             | contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Gulf Pow<br>Representat                                                                              | contained. Any modification(s) to this Agreement must be approved, in writing, by the Company<br>and the Customer.  There Company Customer Signa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Gulf Pow<br>Representat<br>FOR OFFICE<br>Received                                                    | contained. Any modification(s) to this Agreement must be approved, in writing, by the Company<br>and the Customer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Gulf Pow<br>Representat<br>FOR OFFICE<br>Received<br>Premise                                         | contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.         ver Company       Customer Signa         tive of Gulf Power Company       Street Add         E USE ONLY:       City, State         On       Day Phone                                                                                                                                                                                                                                                                                                                                                   |
| Gulf Pow<br>Representat<br>FOR OFFICE<br>Received<br>Premise<br>Bill Group<br>Feeder Lo              | contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.         rer Company       Customer Signal         tive of Gulf Power Company       Street Add         E USE ONLY:       City, State         On       Day Phone         Home Pl       Home Pl         Op       PS Yes [       No [                                                                                                                                                                                                                                                                               |
| Gulf Pow<br>Representat<br>FOR OFFICE<br>Received<br>Premise<br>Bill Group                           | contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.         rer Company       Customer Signal         tive of Gulf Power Company       Street Add         E USE ONLY:       City, State         on       Day Phone         Home Pl       Home Pl         op       PS Yes [       No [         De       PS Yes [       No [                                                                                                                                                                                                                                          |
| Gulf Pow<br>Representat<br>FOR OFFICE<br>Received<br>Premise<br>Bill Group<br>Feeder Lo<br>Processed | contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.         rer Company       Customer Signa         tive of Gulf Power Company       Street Add         E USE ONLY:       City, State         On                                                                                                                                                                                                                                                                                                                                                                   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Section No. VII<br>Fourth Revised She<br>Canceling Third Re<br>SURGE PROTECTION AGREEMEN<br>Rate Schedule SP<br>Form 16<br>(Closed Rate)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | evised Sheet No. 7.42                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name(please print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Telephone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | State                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Zip                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <ul> <li>* Monthly charge does not include appliproceedings before the Florida Public<br/>The undersigned Customer ("Custor<br/>described above and hereby agrees<br/>Company's Rate Schedule Surge P<br/>and on file with the Florida Public S<br/>Service Commission. In considerati<br/>grants to the Company, the right to<br/>rights of ingress and egress to and<br/>installation, operation, and maintena<br/>Billing under this Agreement shall in<br/>Agreement shall be effective as of the<br/>Service under this Agreement may</li> <li>By signing this Agreement, the Cus<br/>express or implied, concerning the<br/>held harmless in connection with th<br/>the protective effectiveness of the fa<br/>obligation shall be to repair or repla<br/>after actual notice of the condition is<br/>breach of this contract, nor shall Gu<br/>the Customer or to third parties for<br/>This Agreement supersedes all pre-<br/>effect between the Company and the</li> </ul> | mer") requests Gulf Power Company ("<br>s to take and pay for the same in accord<br>protection and Rules and Regulations fo<br>ervice Commission or any changes the<br>on of the supplying and maintenance of<br>install, operate, and maintain its facilitie<br>from said facilities. All fixtures, equipme<br>ance of said facilities shall remain at all<br>not begin until the meter-based surge pr<br>the date set forth above, and shall conti<br>terminate upon reasonable notice by ei<br>tomer acknowledges that the Company<br>facilities to be installed pursuant to this<br>e operation of the facilities installed pur-<br>acilities should be interrupted or fail for<br>ce its facilities installed pursuant to this<br>s received by the Company, and such ir<br>ulf Power Company, its affiliates, officers<br>damages by reason of such interruption<br>vious agreements or representations, e<br>ne Customer, made in respect to matter | fees and is subject to revision in<br>"Company") to furnish the facilities<br>dance with and subject to the<br>r Electric Service on file in its office<br>rein as approved by the Florida Public<br>f said facilities, the Customer hereby<br>es described above together with the<br>ent and material used in the<br>times the property of the Company.<br>rotector has been installed. This<br>inue on a month to month basis.<br>ther party to the other.<br>r disclaims any and all warranties,<br>Agreement. The Company shall be<br>suant to this Agreement. In the event<br>any reason, the Company's sole<br>Agreement within a reasonable time<br>herruption shall not constitute a<br>s, directors, or employees, be liable to<br>n or failure.<br>ither written or oral, heretofore in<br>s herein contained, and when signed |
| Applicant Signature (Referred to above as th                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Gulf Power Com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Customer Account Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Representative of Gul                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | lf Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Meter Number ISSUED BY: Tiffany Cohen                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Representative of Gul                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

|                                                                                              |                                                                                | Section VII<br>Second Revised Sheet No. 7.43<br>Canceling First Sheet No. 7.43                                                                                                  |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                              | APPLICATION F                                                                  | OR UNDERGROUND COST ESTIMATE<br>(Form 17)                                                                                                                                       |
| Name                                                                                         |                                                                                |                                                                                                                                                                                 |
| Address<br>Phone                                                                             |                                                                                |                                                                                                                                                                                 |
| Type estimate                                                                                | e requestedNo                                                                  | on-bindingBinding                                                                                                                                                               |
| Location / des                                                                               | cription of requested project                                                  | t                                                                                                                                                                               |
|                                                                                              |                                                                                |                                                                                                                                                                                 |
| facilities pursu<br>through 4.28.2                                                           | ant to Section IV Part VI of<br>. Said provisions govern th                    | r the purpose of obtaining a estimate of the cost of underground<br>Gulf Power Company's Tariff for Retail Service, Sheets 4.22<br>is application as if fully set forth herein. |
|                                                                                              |                                                                                | Amount paid \$<br>(Binding cost estimate only)<br>(To be calculated by Gulf Powe<br>accordance with Tariff Section<br>Subpart 6.7.4 and 6.7.5)                                  |
|                                                                                              | NY USE ONLY                                                                    | (Binding cost estimate only)<br>(To be calculated by Gulf Powe<br>accordance with Tariff Section                                                                                |
| FOR COMPA                                                                                    | NY USE ONLY                                                                    | (Binding cost estimate only)<br>(To be calculated by Gulf Powe<br>accordance with Tariff Section                                                                                |
| FOR COMPA                                                                                    | NY USE ONLY<br>s of underground trench or c                                    | (Binding cost estimate only)<br>(To be calculated by Gulf Powe<br>accordance with Tariff Section<br>Subpart 6.7.4 and 6.7.5)                                                    |
| FOR COMPA<br>Length in mile                                                                  | NY USE ONLY<br>s of underground trench or c                                    | (Binding cost estimate only)<br>(To be calculated by Gulf Powe<br>accordance with Tariff Section<br>Subpart 6.7.4 and 6.7.5)                                                    |
| FOR COMPA<br>Length in mile<br>Amount of dep<br>Received by                                  | NY USE ONLY<br>s of underground trench or c                                    | (Binding cost estimate only)<br>(To be calculated by Gulf Powe<br>accordance with Tariff Section<br>Subpart 6.7.4 and 6.7.5)                                                    |
| FOR COMPA<br>Length in mile<br>Amount of dep<br>Received by<br>Date Receive<br>Notice: The d | NY USE ONLY<br>s of underground trench or c<br>osit<br>d by Gulf Power Company | (Binding cost estimate only)<br>(To be calculated by Gulf Powe<br>accordance with Tariff Section<br>Subpart 6.7.4 and 6.7.5)                                                    |

|      |       | COMPANY |
|------|-------|---------|
| GOLI | FOVER |         |

|                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                   | Section VII<br>Thirteenth Revised Sheet No. 7<br>Canceling Twelfth Revised She            |                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                      | OPTIONAL RELAMPING<br>CUSTOMER-OWNED STREET A<br>RATE SCHEDUL                                                                                                                                                                                                                                                                     | R COMPANY<br>5 SERVICE AGREEMENT<br>ND GENERAL AREA LIGHTING<br>LE OS (PART I/II)<br>n 19 |                                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                   | chedule)                                                                                  |                                                                                                                                                                                |
| Customer Name                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                   | Tax I. D                                                                                  |                                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                                                                                                                                                |
| Location of Light(s)                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                                                                                                                                                |
| Meter No.                                                                                                                                                                                                                                                                            | Account No.                                                                                                                                                                                                                                                                                                                       | JETS WO No.                                                                               |                                                                                                                                                                                |
| METERED CUSTOMER<br>High Pressure Sodium V<br>8,800 Lumen (1                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                   | se rate of \$0.72 each per month                                                          | \$                                                                                                                                                                             |
| Environmental Charge,<br>applicable taxes, or fees<br>The Applicant requests a<br>the necessary electric el<br>accordance with and sub<br>on file in its office and or<br>Public Service Commissia<br>and the replacement of la<br>destroyed due to vandal<br>expense. The Applicant | a relamping service agreement on the<br>nergy (if unmetered) for the operation<br>ject to the Company's Rate Schedule<br>n file with the Florida Public Service (<br>on. This agreement and the monthly ra<br>amps and photoelectric controls upon<br>ism or willful abuse are not covered<br>remains responsible for all mainter |                                                                                           | I pay for the same in<br>ns for Electric Service<br>oproved by the Florida<br>service (if unmetered)<br>controls damaged or<br>ced at the Applicant's<br>nps and photoelectric |
| ISSUED BY: Tiffany C                                                                                                                                                                                                                                                                 | Cohen                                                                                                                                                                                                                                                                                                                             | EFFECTIVE:                                                                                |                                                                                                                                                                                |

Section VII Third Revised Sheet No. 7.46 Canceling Second Revised Sheet No. 7.46

Form 19 (Continued)

Contract No. -

In consideration of the supplying of said electric current (if unmetered) and the relamping of the lamp and photoelectric controls, the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract tenn as provided by RateSchedule "OS (PART I/II)" shall be for an initial period of years and thereafter from year to year until terminated by three (3)months' written notice by either party to the other.

The location of said fixtures shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract, all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be intenupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such intenuption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such intenuption or failure. The relamping service provided hereunder is for the convenience of the Applicant and in consideration thereof, the Applicant releases the Company, and agrees to hold the Company harmless, from any damages caused by the failure of the lamp(s) and photocell(s) covered by this agreement to operate for any reason whatsoever including any negligent actions or failures to act by the Company or any of its officers. employees, agents or subcontractors.

| GULF POWER  | COMPANY                              | APPLICANT  |                  |
|-------------|--------------------------------------|------------|------------------|
| Approved by | Authorized Company<br>Representative |            |                  |
|             |                                      | Date       |                  |
|             |                                      |            |                  |
|             |                                      |            |                  |
|             |                                      |            |                  |
|             |                                      |            |                  |
| ISSUED BY:  | Susan Story                          | EFFECTIVE: | January 31, 2006 |

|                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                |                                                                                                                                                                                                | on No. VII<br>Revised Sheet No. 7.                                                                                                                           | 47                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                |                                                                                                                                                                                                | Revised Sheet No. 7.<br>ling Seventh Revised                                                                                                                 |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                |                                                                                                                                                                                                |                                                                                                                                                              |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                |                                                                                                                                                                                                |                                                                                                                                                              |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                     | ADDENDUM TO CON<br>GENERAL AREA<br>RATE SCHED                                                                                                                                                                                                  |                                                                                                                                                                                                | VICE                                                                                                                                                         |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                | orm 20<br>ed Schedule)                                                                                                                                                                         | Co                                                                                                                                                           | ntract No.                                                                                                                                                                            |
| TOTAL INSTALLED COST                                                                                                                                                                                                                                                                                                                | F OF FIXTURE(S)                                                                                                                                                                                                                                |                                                                                                                                                                                                |                                                                                                                                                              | \$                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                                     | MONTHLY CHARG<br>Rate Schedule OS (F                                                                                                                                                                                                           |                                                                                                                                                                                                |                                                                                                                                                              |                                                                                                                                                                                       |
| Type Light                                                                                                                                                                                                                                                                                                                          | Lamp<br><u>Wattage</u>                                                                                                                                                                                                                         | <u># of Lights</u><br>(a)                                                                                                                                                                      | Price Per<br><u>Light*</u><br>(b)                                                                                                                            | Total<br><u>Amount/Mo.</u><br>(c) = (a) x (b)                                                                                                                                         |
|                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                |                                                                                                                                                                                                |                                                                                                                                                              |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                |                                                                                                                                                                                                |                                                                                                                                                              |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                |                                                                                                                                                                                                |                                                                                                                                                              |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                |                                                                                                                                                                                                |                                                                                                                                                              |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                     | Total Base M                                                                                                                                                                                                                                   | onthly Charge****                                                                                                                                                                              | \$                                                                                                                                                           |                                                                                                                                                                                       |
| **** D                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                | 1. 11                                                                                                                                                                                          |                                                                                                                                                              |                                                                                                                                                                                       |
| **** Base monthly charge does not                                                                                                                                                                                                                                                                                                   | include any applicable clause charge                                                                                                                                                                                                           | es, applicable taxes, or t                                                                                                                                                                     | ees.                                                                                                                                                         |                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                |                                                                                                                                                                                                |                                                                                                                                                              |                                                                                                                                                                                       |
| the Customer will pay only the<br>and Energy Charges. The us<br>the fixture(s) will be changed<br>fixture(s) fails on or after this<br>replaced: (1) paying up front<br>basis, the Maintenance and E                                                                                                                                | e Maintenance and Energy C<br>eful life of the fixture(s) is 15<br>out at no cost to the Custome<br>date, then the Customer will I<br>for the total installed cost of t<br>energy Charges for the fixture                                      | harges for the fixtur<br>years from the insta<br>er; and the billing of<br>nave the option of o<br>he replacement of t<br>s(s), (2) paying the                                                 | e(s) in lieu of the tota<br>allation date. If the fix<br>the fixture(s) will rem<br>ne of three billing me<br>he fixture(s) and cont                         | l of the Fixture, Maintenar<br>ture(s) fails prior to this d<br>ain as is. However, if the<br>thods for the fixture(s) tha<br>inuing to pay on a monthl                               |
| the Customer will pay only the<br>and Energy Charges. The us<br>the fixture(s) will be changed<br>fixture(s) fails on or after this of<br>replaced: (1) paying up front<br>basis, the Maintenance and E<br>in the tariff, or (3) discontinuin                                                                                       | e Maintenance and Energy C<br>eful life of the fixture(s) is 15<br>out at no cost to the Custome<br>date, then the Customer will I<br>for the total installed cost of t<br>energy Charges for the fixture                                      | harges for the fixtur<br>years from the insta<br>er; and the billing of<br>nave the option of o<br>he replacement of t<br>s(s), (2) paying the                                                 | e(s) in lieu of the tota<br>allation date. If the fix<br>the fixture(s) will rem<br>ne of three billing me<br>he fixture(s) and cont                         | l of the Fixture, Maintenar<br>ture(s) fails prior to this d<br>ain as is. However, if the<br>thods for the fixture(s) tha<br>inuing to pay on a monthl                               |
| the Customer will pay only the<br>and Energy Charges. The us<br>the fixture(s) will be changed<br>fixture(s) fails on or after this of<br>replaced: (1) paying up front<br>basis, the Maintenance and E<br>in the tariff, or (3) discontinuin<br><b>GULF POWER COMPANY</b><br>Application                                           | e Maintenance and Energy C<br>aeful life of the fixture(s) is 15<br>out at no cost to the Custome<br>date, then the Customer will I<br>for the total installed cost of t<br>energy Charges for the fixture<br>ing the unmetered electric sen   | harges for the fixtur<br>years from the insta<br>er; and the billing of<br>have the option of o<br>he replacement of t<br>s(s), (2) paying the<br>vice.<br>CUSTOMER                            | e(s) in lieu of the tota<br>allation date. If the fix<br>the fixture(s) will rem<br>ne of three billing me<br>he fixture(s) and cont<br>monthly Total Chargo | l of the Fixture, Maintenar<br>ture(s) fails prior to this d<br>ain as is. However, if the<br>thods for the fixture(s) tha<br>inuing to pay on a monthl                               |
| NOTE: The Company will ret<br>the Customer will pay only the<br>and Energy Charges. The us<br>the fixture(s) will be changed<br>fixture(s) fails on or after this of<br>replaced: (1) paying up front<br>basis, the Maintenance and E<br>in the tariff, or (3) discontinuin<br><b>GULF POWER COMPANY</b><br>Application<br>Taken By | e Maintenance and Energy C<br>aeful life of the fixture(s) is 15<br>out at no cost to the Custome<br>date, then the Customer will I<br>for the total installed cost of t<br>energy Charges for the fixture<br>of the unmetered electric server | harges for the fixtur<br>years from the insta<br>er; and the billing of<br>have the option of o<br>he replacement of t<br>s(s), (2) paying the<br><i>r</i> ice.<br><b>CUSTOMER</b><br>Customer | e(s) in lieu of the tota<br>allation date. If the fix<br>the fixture(s) will rem<br>ne of three billing me<br>he fixture(s) and cont<br>monthly Total Charge | l of the Fixture, Maintenar<br>ture(s) fails prior to this d<br>ain as is. However, if the<br>hods for the fixture(s) tha<br>inuing to pay on a monthl<br>of the fixture(s) as provid |
| the Customer will pay only the<br>and Energy Charges. The us<br>the fixture(s) will be changed<br>fixture(s) fails on or after this of<br>replaced: (1) paying up front<br>basis, the Maintenance and E<br>in the tariff, or (3) discontinuin<br><b>GULF POWER COMPANY</b><br>Application<br>Taken By                               | e Maintenance and Energy C<br>aeful life of the fixture(s) is 15<br>out at no cost to the Custome<br>date, then the Customer will I<br>for the total installed cost of t<br>energy Charges for the fixture<br>of the unmetered electric server | harges for the fixtur<br>years from the insta<br>er; and the billing of<br>have the option of o<br>he replacement of t<br>s(s), (2) paying the<br>vice.<br>CUSTOMER<br>Customer                | e(s) in lieu of the tota<br>allation date. If the fix<br>the fixture(s) will rem<br>ne of three billing me<br>he fixture(s) and cont<br>monthly Total Chargo | l of the Fixture, Maintenar<br>ture(s) fails prior to this d<br>ain as is. However, if the<br>hods for the fixture(s) tha<br>inuing to pay on a monthl<br>of the fixture(s) as provid |
| the Customer will pay only the<br>and Energy Charges. The us<br>the fixture(s) will be changed<br>fixture(s) fails on or after this of<br>replaced: (1) paying up front<br>basis, the Maintenance and E<br>in the tariff, or (3) discontinuin<br><b>GULF POWER COMPANY</b><br>Application<br>Taken By                               | e Maintenance and Energy C<br>aeful life of the fixture(s) is 15<br>out at no cost to the Custome<br>date, then the Customer will I<br>for the total installed cost of t<br>energy Charges for the fixture<br>of the unmetered electric server | harges for the fixtur<br>years from the insta<br>er; and the billing of<br>nave the option of o<br>he replacement of t<br>s(s), (2) paying the<br>vice.<br>CUSTOMER<br>                        | e(s) in lieu of the tota<br>illation date. If the fix<br>the fixture(s) will rem<br>ne of three billing me<br>he fixture(s) and cont<br>monthly Total Charge | I of the Fixture, Maintenar<br>ture(s) fails prior to this d<br>ain as is. However, if the<br>hods for the fixture(s) tha<br>inuing to pay on a monthl<br>of the fixture(s) as provid |

| GULF POWER COMPANY                                    |                                                                                                                                   |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
|                                                       | Section No. VII                                                                                                                   |
|                                                       | Fourth Revised Sheet No. 7.48<br>Canceling Third Revised Sheet No. 7.48                                                           |
|                                                       |                                                                                                                                   |
| GULF PC                                               | DWER COMPANY                                                                                                                      |
| OPTIONAL UP FRONT PAY                                 | MENT OF ADDITIONAL FACILITIES                                                                                                     |
| ADI                                                   | DENDUM TO                                                                                                                         |
| CONTRACT FOR STREET AND                               | GENERAL AREA LIGHTING SERVICE,                                                                                                    |
|                                                       | ICE AGREEMENT CUSTOMER OWNED<br>HTING, AND CUSTOMER-OWNED LIGHTING                                                                |
|                                                       | RELAMPING SERVICE PROVISIONS)                                                                                                     |
| Rate Sche                                             | edule OS (Part VII)                                                                                                               |
|                                                       | Form 21                                                                                                                           |
| (Closed S                                             | chedule) Contract No                                                                                                              |
|                                                       |                                                                                                                                   |
|                                                       |                                                                                                                                   |
| TOTAL INSTALLED COST OF ADDITIONAL FAC                | ILITIES \$                                                                                                                        |
|                                                       |                                                                                                                                   |
| DESCRIPTION OF ADDITIO                                | ONAL FACILITIES PAID UP FRONT                                                                                                     |
|                                                       | Quantity Miscellaneous Quantity                                                                                                   |
| Type Pole         # of Poles         Type Wire        | of Wire <u>Materials</u> of Material                                                                                              |
|                                                       |                                                                                                                                   |
|                                                       |                                                                                                                                   |
|                                                       |                                                                                                                                   |
|                                                       |                                                                                                                                   |
|                                                       |                                                                                                                                   |
|                                                       |                                                                                                                                   |
|                                                       |                                                                                                                                   |
|                                                       | e additional facilities. There will be no payment on a ears from the installation date; and the useful life of the                |
|                                                       | facilities is 15 years from the installation date. If the                                                                         |
|                                                       | additional facilities must be changed out prior to this date,<br>Customer; and the billing of these facilities will remain as is. |
|                                                       | ged out on or after this date, then the Customer will have                                                                        |
| the option of one of three billing methods for the a  | dditional facilities that are replaced: (1) paying up front for                                                                   |
| in the tariff, or (3) discontinuing the unmetered ele | ditional facilities, (2) paying a monthly charge as provided                                                                      |
|                                                       |                                                                                                                                   |
| GULF POWER COMPANY                                    | CUSTOMER                                                                                                                          |
| GOLF FOWER COMPANY                                    | COSTOMER                                                                                                                          |
| Application<br>Taken By                               |                                                                                                                                   |
| Takon by                                              | Customer —————————                                                                                                                |
| Approved By<br>Authorized Company Representative      | Title                                                                                                                             |
| Authorized Company Representative                     |                                                                                                                                   |
|                                                       | Date                                                                                                                              |
|                                                       |                                                                                                                                   |
| ISSUED BY: Tiffany Cohen                              | EFFECTIVE                                                                                                                         |
| ······, -····                                         | -                                                                                                                                 |

|                                                                                                                                                   | Section VII                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
|                                                                                                                                                   | First Revised Sheet No. 7.49                  |
|                                                                                                                                                   | Canceling Original Sheet No. 7.49             |
| CONTRACT SERV                                                                                                                                     | /ICE                                          |
| ARRANGEMENT FC                                                                                                                                    |                                               |
| PROVISION OF SEI                                                                                                                                  |                                               |
|                                                                                                                                                   |                                               |
| UNDER THE COMMERCIAL/INDU                                                                                                                         | STRIAL SERVICE RIDER                          |
|                                                                                                                                                   |                                               |
| Form 22                                                                                                                                           |                                               |
|                                                                                                                                                   |                                               |
| This Contract Service Arrangement ("Agreement") is made .20                                                                                       | and entered into as of this day of            |
|                                                                                                                                                   | , by and<br>(hereinafter                      |
| called the "Customer"), and GULF POWER COMPANY, a Flor<br>"Company").                                                                             | ida corporation (hereinafter called the       |
| WITNESSETH                                                                                                                                        | I.                                            |
| WIINESSEIN                                                                                                                                        | •                                             |
| WHEREAS, the Company is an electric utility operating                                                                                             | g under Chapter 366. Florida Statutes.        |
| subject to the jurisdiction of the Florida Public Service Commissi                                                                                |                                               |
| (hereinafter called the "Commission"); and                                                                                                        |                                               |
|                                                                                                                                                   |                                               |
| WHEREAS, the Customer is                                                                                                                          | ; and                                         |
| · · · · · · · · · · · · · · · · · · ·                                                                                                             |                                               |
| WHEREAS, the Customer currently takes or is qualified                                                                                             | d to take electric service from the Company   |
| under rate schedule at the service location described                                                                                             |                                               |
|                                                                                                                                                   |                                               |
| WHEREAS, there is a viable economic alternative (e                                                                                                | xcluding alternatives in which the Company    |
| has an ownership or operating interest) to the present pricing u                                                                                  |                                               |
| which is sufficient economic justification for the Customer to                                                                                    |                                               |
| Company for all or a part of the Customer's needs; and                                                                                            |                                               |
|                                                                                                                                                   |                                               |
| WHEREAS, the Customer has shown evidence and leg                                                                                                  | al attestation that it will not take electric |
| service from the Company to serve its new or retained load un                                                                                     |                                               |
| Service Rider (hereinafter called "CIS rider") is applied; and                                                                                    |                                               |
| Service Ruder (hereinarter eanea "ello ruder ) is appried, and                                                                                    |                                               |
| WHEREAS, the Company is willing to apply the CIS ri                                                                                               | der to the Customer's new or retained load in |
| exchange for a commitment by the Customer to continue or be                                                                                       |                                               |
| from the Company at agreed upon service locations (for purposes                                                                                   |                                               |
| exclude certain electric service requirements served by the Cus                                                                                   |                                               |
| Agreement);                                                                                                                                       | tomers own generation as of the date offins   |
| representation,                                                                                                                                   |                                               |
| NOW THEREFORE, in consideration of the mutual co                                                                                                  | venants expressed herein, the Company and     |
| Customer agree as follows:                                                                                                                        | venants expressed herein, the company and     |
| Customer agree as tonows.                                                                                                                         |                                               |
| 1 Poto Schodulos The Commonly across to furnish of                                                                                                | and the Customer equals to take newer         |
| <ol> <li><u>Rate Schedules</u> - The Company agrees to furnish a<br/>pursuant to the terms and conditions of the Company's tariff rate</li> </ol> |                                               |
| approved by the Commission or as said tariff and rate schedules i                                                                                 |                                               |
| the Commission (except as specifically modified in this Agree                                                                                     |                                               |
| applicable requirements of the tariff, rate schedule, and the CIS                                                                                 |                                               |
| by this Agreement. Copies of the Company's currently approved                                                                                     |                                               |
| Exhibit B and made a part hereof.                                                                                                                 |                                               |
|                                                                                                                                                   |                                               |
| In the event of any conflict between the terms of this A                                                                                          | greement and such tariff or rate schedule     |
| (other than as set out in the CIS rider) the terms of this Agreement                                                                              |                                               |
| · · · · · · · · · · · · · · · · · · ·                                                                                                             |                                               |
|                                                                                                                                                   |                                               |
| ISSUED BY: Susan Story                                                                                                                            | EFFECTIVE: December 6, 2005                   |

Section VII Original Sheet No. 7.50

2. <u>Term of Agreement</u> - This Agreement shall remain in force for a term \_\_\_\_\_ years commencing on the above date. During the last\_\_\_year(s) of the term hereof, the parties shall meet in good faith to negotiate an extension of this Agreement beyond the initial term. During this negotiation, each party hereto shall retain the absolute discretion to reject (1) any pricing or other terms and conditions proposed by the other party hereto or (2) the continuation of any pricing or other terms and conditions as agreed upon for the initial term or any subsequent term(s).

3. Modifications to Rate Schedule -

See Exhibit C to this Agreement.

4. <u>Exclusivity Provision</u> - During the term hereof, the Customer agrees to purchase from the Company the Customer's entire requirements for electric capacity and energy for its facilities and equipment at the service location(s) described in Exhibit A to this Agreement. The "entire requirements for electric capacity and energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement.

5. Termination Fees -

See Exhibit D to this Agreement.

6. <u>Entire Agreement</u> - This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the Company and the Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only agreement between the parties hereto relative to the matters herein described.

7. <u>Incorporation of Tariff</u> - This Agreement incorporates by reference the terms and conditions of rate schedule \_\_\_\_\_\_ and the CIS rider filed by the Company with, and approved by, the Commission, as amended from time to time. In the event of any conflict between this Agreement as approved by the Commission and such rate schedules, the terms and conditions of this Agreement shall control.

**ISSUED BY:** Travis Bowden

EFFECTIVE: September 3, 1996

|                                | Section VII<br>First Revised Sheet No. 7.51<br>Canceling Original Sheet No. 7.51                                                                                      |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | es and other communications hereunder shall be in writing and<br>y prepaid first class registered or certified mail, return receipt<br>csimile, addressed as follows: |
| If to the Company:             | Gulf Power Company<br>500 Bayfront Parkway<br>One Energy Place<br>Pensacola, FL 32520<br>Facsimile:<br>Attention:                                                     |
| with a copy to:                | Gulf Power Company<br>500 Bayfront Parkway<br>One Energy Place<br>Pensacola, FL 32520<br>Facsimile:<br>Attention:                                                     |
| Ifto the Customer:             |                                                                                                                                                                       |
|                                | Facsimile:     Attention:                                                                                                                                             |
| with a copy to:                |                                                                                                                                                                       |
|                                | Facsimile:     Attention:                                                                                                                                             |
|                                | y provided in this Agreement, all notices and other communications<br>on receipt. Each party shall have the right to designate a different<br>tice similarly given.   |
| of and shall bind the successo | <u>nird Party Beneficiaries</u> - This Agreement shall inure to the benefit<br>ors and assigns of the parties hereto. No assignment of any rights                     |

or delegation of any obligations hereunder shall have the effect of releasing the assigning Company of any of its obligations hereunder, and the assigning party shall remain primarily liable and responsible therefore notwithstanding any such assignment or delegation. Nothing in this Agreement shall be construed to confer a benefit on any person not a signatory party hereto or such signatory party's successors and assigns.

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Section VII Original Sheet No. 7.52

10. <u>Waiver</u> - At its option, either party may waive any or all of the obligations of the other party contained in this Agreement, but waiver of any obligation or of any breach of this Agreement by either party shall in no event constitute a waiver as to any other obligation or breach or any future breach, whether similar or dissimilar in nature, and no such waiver shall be binding unless in writing signed by the waiving party.

11. <u>Headings</u> - The section and paragraph headings contained in the Agreement are for reference purposes only and shall not effect, in any way, the meaning or interpretation of this Agreement.

12. <u>Counterparts</u> - This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. <u>Dispute Resolution</u> - All disputes arising between the Customer and the Company under this Agreement shall be finally decided by the Commission in accordance with the applicable rules and procedures of the Commission.

14. <u>Governing Law</u> - This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

15. <u>Confidentiality</u> - The pricing levels and procedures described within this Agreement, as well as any information supplied by the Customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith is considered confidential, proprietary information of the parties. If requested, such information shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

|                                                       | Section VII<br>First Revised Sheet No. 7.53<br>Canceling Original Sheet No. 7.53 |
|-------------------------------------------------------|----------------------------------------------------------------------------------|
| IN WITNESS WHEREOF, the the day and year shown above. | Customer and the Company have executed this Agreement                            |
| APPLICANT                                             | GULF POWER COMPANY                                                               |
| Ву:                                                   | By:                                                                              |
| (Print or Type Name)                                  | (Print or Type Name)                                                             |
| Title:                                                | Title:                                                                           |
| Date:                                                 | Date:                                                                            |
|                                                       |                                                                                  |
|                                                       |                                                                                  |
| ISSUED BY: Mark Crosswhite                            | EFFECTIVE: April 11, 2012                                                        |

| G                   | ULF POWER COMPANY                                                                                                                                                                                                                                                                                                    |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | Section VII<br>FourthRevised Sheet No. 7.54<br>Canceling Third Revised Sheet No. 7.54                                                                                                                                                                                                                                |
|                     | GULF POWER COMPANY<br>ASSIGNMENT OF LIGHTING SERVICE CONTRACT<br>Rate Schedule OS (Part VII)<br>Form 23<br>(Closed Schedule)                                                                                                                                                                                         |
|                     | Contract No                                                                                                                                                                                                                                                                                                          |
|                     | This agreement made thisday of, 20, by and between, the                                                                                                                                                                                                                                                              |
| <u>check</u><br>[ ] | <u>one</u><br>Applicant named in the CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE (Gulf<br>Power Form 5) dated, said agreement being attached hereto and<br>incorporated herein by reference (and hereafter called "the Contract1',                                                                         |
| []                  | Applicant named in the RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING (Gulf Power Form 19) dated, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract'),                                                                      |
| []                  | Applicant named in the CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT SERVICE PROVISIONS) (Gulf Power Form 24) dated, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract"),                                                                                   |
| (said p             | arty hereinafter called "the Assigning Party"), andthe assignee                                                                                                                                                                                                                                                      |
| (said p             | arty hereinafter called "the Customer", is for the purpose of transferring and assigning all future rights and                                                                                                                                                                                                       |
| -                   | ions the Assigning Party has with regard to the lighting service provided by Gulf Power Company ("Gulf Power" or                                                                                                                                                                                                     |
|                     | ompany") pursuant to the Contract at the location(s) specified therein. Subject to the consent and acceptance of this                                                                                                                                                                                                |
| -                   | nent by Gulf Power, effective on the date of this agreement the assignee agrees to assume all obligations of the                                                                                                                                                                                                     |
|                     | ct. This assignment does not release the Assigning Party from any liabilities and obligations incurred prior to the                                                                                                                                                                                                  |
| епесии              | e date of this agreement.                                                                                                                                                                                                                                                                                            |
|                     |                                                                                                                                                                                                                                                                                                                      |
|                     | Assigning Party Assignee/Customer                                                                                                                                                                                                                                                                                    |
|                     | CONSENT TO ASSIGNMENT                                                                                                                                                                                                                                                                                                |
|                     | Gulf Power Company hereby grants in writing its consent to the assignment of the attached Contract from signing Party to the Assignee/Customer each named above. Nothing contained herein, however, shall serve harge the Assigning Party or its sureties, from any liability previously accrued under the Contract. |
| GULF I              | POWER COMPANY                                                                                                                                                                                                                                                                                                        |
| Ву                  | Authorized Company Representative                                                                                                                                                                                                                                                                                    |
| ISSL                | JED BY: Tiffany Cohen EFFECTIVE:                                                                                                                                                                                                                                                                                     |

| GULF POWER COMPANY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Section VII<br>Twelfth Revised Sheet No. 7.55<br>Canceling Eleventh Revised Sheet No. 7.55                                                                                                                                                                                                                                                                                                                                                               |
| CUSTOMER-OWN<br>(WITHOUT RELAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | OWER COMPANY<br>ED LIGHTING AGREEMENT<br>PING SERVICE PROVISIONS)<br>EDULE OS (PART I/II)                                                                                                                                                                                                                                                                                                                                                                |
| (Closed Schedule)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Form 24                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Contract No.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Customer Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Date                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Tax I. D                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Billing Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Meter NoAccount No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | JETS WO No                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| High Pressure Sodium        8800 Lumen (100 Watts) Light(s) to be billed         All others to be billed as follows:        Light(s) @ a base rate of \$* each        Light(s) @ a base rate of \$* each <td><pre>n per month (kWh for one light =) \$<br/>Charge** \$<br/>ght and multiplying by \$0.0590. Repeat this line for each different type of<br/>nove.<br/>Power Capacity Charge, Environmental Charge, Energy Conservation<br/>, or fees.<br/>ric energy for the operation thereof for the fixtures described<br/>same in accordance with and subject to the Company's Rate<br/>ons for Electric Service on file in its office and on file with the</pre></td> | <pre>n per month (kWh for one light =) \$<br/>Charge** \$<br/>ght and multiplying by \$0.0590. Repeat this line for each different type of<br/>nove.<br/>Power Capacity Charge, Environmental Charge, Energy Conservation<br/>, or fees.<br/>ric energy for the operation thereof for the fixtures described<br/>same in accordance with and subject to the Company's Rate<br/>ons for Electric Service on file in its office and on file with the</pre> |
| This agreement and the monthly rates set forth above<br>no other electrical loads except the lighting equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | EFFECTIVE:                                                                                                                                                                                                                                                                                                                                                                                                                                               |

Section VII First Revised Sheet No. 7.56 Canceling Original Sheet No. 7.56

Form 24 (Continued)

Contract No.

In consideration of the supplying of said electric current, the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith tor the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART 1/11)" shall be for an initial period of years and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.

The location of said fixtures shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract, all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure.

GULF POWER COMPANY

APPLICANT

Application

Taken by

Approved by

Authorized Company Representative

Applicant\_\_\_\_\_

Date \_\_\_\_\_

**ISSUED BY:** Susan Story

EFFECTIVE: January 31, 2006

|            | Section No. VII<br>Original Sheet No. 7.62                                                                                                                                                     |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | GULF POWER COMPANY                                                                                                                                                                             |
|            | Certificate of Compliance                                                                                                                                                                      |
|            | Small Power Generation Systems                                                                                                                                                                 |
|            | Form 28                                                                                                                                                                                        |
|            | e undersigned contractor <i>I</i> constructor does hereby certify that the small power generation 000 kW or smaller) described below, is in compliance with the following codes and standards: |
| a.         | UL Standard 1741, entitled "Standard for Safety for Static Inverters and Charge Controllers for use in Photovoltaic Systems", dated January 17, 2001,                                          |
| b.         | UL Standard 1703,entitled"Standard For Safety:Flat Plate Photovoltaic Modules and Panels", dated August 1, 1986,                                                                               |
| c.         | IEEE Standard 1262-1995, entitled "Recommended Practice for Qualification of Photovoltaic Modules" dated April 12, 1996, or IEC Standard 61646, dated November, 1996,                          |
| d.         | IEEE Standard 929, entitled "Recommended Practice for Utility Interface of Photovoltaic (PV) Systems", dated April 3, 2000, and                                                                |
| e.         | All applicable city, county, state, and federal construction codes and standards.                                                                                                              |
|            |                                                                                                                                                                                                |
|            |                                                                                                                                                                                                |
| General De | scription (type, size, manufacturer, etc.)                                                                                                                                                     |
|            |                                                                                                                                                                                                |
|            | ~~~~~~~                                                                                                                                                                                        |
| Contractor | Name and Address:                                                                                                                                                                              |
|            |                                                                                                                                                                                                |
| Signature  | e:                                                                                                                                                                                             |
| Date: ——   | License No                                                                                                                                                                                     |
|            |                                                                                                                                                                                                |
| ISSUED BY  | <b>C</b> : Tom Fanning <b>EFFECTIVE</b> : June 28, 2002                                                                                                                                        |
|            |                                                                                                                                                                                                |

| Section No. VII<br>Original Sheet No. 7.66                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| CURTAILABLE LOAD SERVICE AGREEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| Form 30                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| This Agreement is made thisday of,,, by and betweenthe "Customer")<br>located atin, Florida and Gulf Power Company, a Florida<br>corporation (the "Company" or "Gulf Power").                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| WITNESSETH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| That for and in consideration of the mutual covenants and agreements set forth herein, the Company and the Customer agree as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| 1. The Company agrees to furnish and the Customer agrees to take service under rate scheduleand the Curtailable Load Experimental Rider CL (the "Curtailable Rider") (attached as Exhibit "A" and incorporated herein by reference) as currently approved by the Florida Public Service Commission (the "FPSC") or as said rate schedule or rider may be modified in the future and approved by the FPSC.                                                                                                                                                                                                                  |  |
| 2. The Customer and the Company will, throughout the term of this Agreement, comply with all of the terms and conditions of the Curtailable Rider.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 3. The Customer's Firm Demand for purposes of the Curtailable Rider shall be set at<br>kW. Unless otherwise modified in accordance with the terms of the<br>Curtailable Rider, the Firm Demand shall not be subject to change during the term of<br>this Agreement.                                                                                                                                                                                                                                                                                                                                                        |  |
| 4. The Customer's Non-Firm Demand for purposes of the Curtailable Rider shall be set at<br>kW. Unless otherwise modified in accordance with the terms of the<br>Curtailable Rider, the Non-Firm Demand shall not be subject to change during the term of this<br>Agreement. Upon receipt of notice from the Company, the Customer agrees to curtail its Non-<br>Firm Demand during all curtailment periods and test periods designated by the Company.                                                                                                                                                                     |  |
| 5. In consideration of the Customer's agreement to curtail its Non-Firm Demand, the<br>Company will provide the Customer with a monthly billing credit of \$per kW for each<br>kW of Non-Firm Demand identified in section 4 above. Unless otherwise modified in<br>accordance with the terms of the Curtailable Rider, the amount of the foregoing billing credit<br>shall not be subject to change during the term of this Agreement.                                                                                                                                                                                    |  |
| 6. The Company will endeavor to provide at least thirty (30) minutes advance notice to the Customer of the time the curtailment period begins. Such notice may be electronic, oral or written. The Company shall not be responsible for the Customer's failure to receive or act upon such notice. Upon request, the Customer will provide the Company with the following information to facilitate delivery of all communications relating to curtailment periods and designate the preferred manner of communication, which will be the manner of communication the Company initially uses when seeking to curtail load: |  |

ISSUED BY: S. W. Connally, Jr

Effective: April 17, 2018

Section No. VII Original Sheet No. 7.67

# Form 30 (Continued)

Name of ContactPerson(s); Office and/or Cellular Telephone Number(s); and Email Address(es)

The Customer will notify the Company immediately should there be a need to change contact information. Any changes to the above manner of communication made by the Customer or the Company shall be made in writing.

For all office and cellular telephone numbers and email addresses provided by the Customer to the Company, the Customer authorizes the Company to deliver or cause to be delivered all notices and messages associated with the Curtailable Rider, any of which may be through the use of an automatic telephone dialing system or an artificial or prerecorded voice. Delivery of an artificial message, prerecorded message or human voicemail shall constitute effective notice for purposes of the notice requirements under this Agreement. Further, in the event that any office or cellular telephone number provided to the Company by the Customer is a personal (as opposed to Customer issued) telephone number for individual employees, agents or representatives of the Customer, then the Customer hereby certifies to the Company that such individual user has provided the Customer with express prior written consent to receive communications from the Company on behalf, or for the benefit, of the Customer, as well as express prior written consent to receive communications from the Customer itself. The Customer understands and acknowledges that it is not required to agree to receive promotional messages as a condition of taking service under the Curtailable Rider. In the event that a telephone number provided to the Company by Customer is reassigned, disconnected or belongs to an individual whose relation to the Customer is terminated or otherwise discontinued, the Customer shall immediately notify Company that said number should be removed from the Company's notification list.

7. The Customer assumes full responsibility for any loss of product or production, business loss of any kind, equipment damage, injury to employees or others, inconvenience, or any other damages experienced as result of the curtailment of electric service.

8. The term of this Agreement shall commence on \_\_\_\_\_\_, provided, however, that the Customer may terminate this Agreement prior to the expiration of its term without penalty or further obligation by providing the Company with at least 60 months advanced written notice. Upon the expiration of the term of this Agreement, the Customer may choose to enter into a new Curtailable Load Service Agreement pursuant to the terms and conditions of the Curtailable Rider or any successors thereto. The Customer acknowledges the Company's need for generation planning lead time and that the Company has depended upon the Customer to provide written notice in advance of termination of the Customer's obligation to remain a Curtailable Rider program participant.

9. This Agreement may be terminated if termination is required in order to comply with regulatory rulings.

Section No. VII Original Sheet No. 7.68

### Form 30 (Continued)

10. The failure or delay by either party in exercising any rights or remedies, either provided herein or by law, shall not be deemed to constitute a waiver of any provisions hereof.

11. This Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Company and the Customer, with respect to the matters contained herein and constitutes the entire agreement of the parties. This Agreement incorporates by reference the terms of the tariff filed with the FPSC by the Company, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

12. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this Agreement is assigned, which may be done provided that the assignee is qualified to take service under the Curtailable Rider, the Customer will notify the Company prior to the effective date of the assignment.

13. Any modifications to this Agreement must be approved, in writing, by the Company and the Customer.

14. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

**IN WITNESS WHEREOF**, the Customer and the Company have executed this Agreement the day and year first written above.

Charges and Terms Accepted:

GULF POWER COMPANY

(Signature)

Ву: \_\_\_\_\_

Customer Name

(Print or type name)

(Print or type name)

Signature (Authorized Representative)

Title:

By:

Title: \_\_\_\_\_ Attest: \_\_\_\_\_

ISSUED BY: S. W. Connally, Jr.

| GULF PO | OWER | COMPANY |
|---------|------|---------|
|---------|------|---------|

|                                                                                                                                                                                | Section VII<br>Original Sheet No. 7.69                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ELECTRIC SERVICE AND METER<br>Form 3'                                                                                                                                          | SOCKET REQUIREMENTS                                                                                                                                                                                                                                                                                           |
| APPLICANT Current Account No.                                                                                                                                                  |                                                                                                                                                                                                                                                                                                               |
| MAILING ADDRESS                                                                                                                                                                |                                                                                                                                                                                                                                                                                                               |
| CITY, ZIP CODE SERVICE ADDRESS/LEGAL DESC                                                                                                                                      | RIPTION                                                                                                                                                                                                                                                                                                       |
| PHONE (WEEKDAYS)                                                                                                                                                               | DATE                                                                                                                                                                                                                                                                                                          |
| Overhead Underground, volts, phase service. The item                                                                                                                           | your proposedwill<br>the sketch below. We understand you are requesting<br>the checked below and receipt by our representative of the<br>ng your receipt, are required before Gulf Power Company                                                                                                              |
| Payment:<br>(Check or<br>Money Order)Construction/Temporary Service<br>Security Deposit for Construction<br>Underground/Overhead Different<br>Line Extension Construction in A | n/Temporary Service: \$<br>tial Charge for Permanent Service: \$<br>Aid of Construction (CIAC): \$                                                                                                                                                                                                            |
|                                                                                                                                                                                | TOTAL: \$                                                                                                                                                                                                                                                                                                     |
| Tree Trimming & Clearing:Feet                                                                                                                                                  | Site Plan • Electrical Load Information/Plans.                                                                                                                                                                                                                                                                |
| Each Side of Proposed Line.                                                                                                                                                    | Easement for Gulf Facilities/Legal Description of<br>Property                                                                                                                                                                                                                                                 |
| Installation of Meter Socket & Downpipe/                                                                                                                                       | Contact Gulf_days before Certificate Weatherhead                                                                                                                                                                                                                                                              |
| according to Gulf Specifications                                                                                                                                               | of Occupancy concerning Application/Security                                                                                                                                                                                                                                                                  |
| (see checklist on reverse side of this sheet)<br>Install eyebolt (for Gulf to attach wires to)                                                                                 | Deposit for permanent service.<br>Final City/County Electrical Inspection                                                                                                                                                                                                                                     |
|                                                                                                                                                                                | Final City/County Electrical Inspection                                                                                                                                                                                                                                                                       |
| Configuration Meter Socket*<br>Before will billed after permanent service provided                                                                                             | \$Security Deposit is required                                                                                                                                                                                                                                                                                |
| Before will billed after permanent service provided.<br>*Meter enclosure must be approved for use                                                                              | Other                                                                                                                                                                                                                                                                                                         |
| In Gulf service area. Current list of approved<br>enclosures available upon request. Socket configura<br>are shown on reverse side of this form.                               |                                                                                                                                                                                                                                                                                                               |
| minimum cover is to be 24 inches (maximum 36 inch<br>to and are available upon request. Upon timely comp<br>you and our Representative, service may be provide                 | is to be 12 feet above grade. For underground service,<br>hes). Gulf specifications and requirements must be adhered<br>pletion of the above required items and agreement between<br>ed approximately the week of or as mutually agreed upon.<br>ly with above requirements, or delays to Gulf's construction |
| ISSUED BY: Tiffany Cohen                                                                                                                                                       | EFFECTIVE:                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                               |

Section No. VII Original Sheet No. 7.70

#### **RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT**

Form 32

| of,20 by<br>(hereafte<br>The Service (as defined in the par<br>Florida Public Service Commission                                      | and between<br>r, the "Customer") and GULF Pow<br>(hereafter "Company") (<br>agraph below) provided under this Agreer<br>on ("FPSC") and to Company's Electric 1    | ement") is made and entered into this day<br>, having a primary residence located at<br>ver, a Florida corporation, having offices<br>(each a "Party" and collectively the "Parties").<br>ment is subject to the Rules and Orders of the<br>Fariff, including, but not limited to the Optional                                            |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| the "Rider") and the General Rules revised, amended or supplementer                                                                   | and Regulations for Electric Service as the<br>ed (collectively, hereafter referred to as the<br>and the Electric Tariff, this Agreement sha                        | or subsequently revised by the FPSC (hereafter<br>ney are now written, or as they may be hereafter<br>ne "Electric Tariff"). In case of conflict between<br>all control. Capitalized terms not defined herein                                                                                                                             |
| a Statement of Work ("SOW"), for service in the event Customer's r                                                                    | the purpose of providing an alternative so                                                                                                                          | ot of service, as more specifically described in<br>urce of power supply and/or power conditioning<br>after the "Service") at the Customer residential<br>idential Property").                                                                                                                                                            |
| NOW THEREFORE, in c<br>terms and conditions in this Agree                                                                             |                                                                                                                                                                     | undertakings, the Parties agree to the following                                                                                                                                                                                                                                                                                          |
| Date"), evidenced by the                                                                                                              | e signature of Company's authorized repre<br>ne SOW, shall constitute the entire agreen                                                                             | he acceptance hereof by Company ("Effective<br>sentative appearing below, which, together with<br>nent between the Customer and Company with                                                                                                                                                                                              |
|                                                                                                                                       | The term of this Agreement will commer<br>idential Operation Date as defined in <u>Sect</u>                                                                         | nce on the Effective Date and will continue for <u>ion 4(a)</u> below (the "Term").                                                                                                                                                                                                                                                       |
| alternative sources of p<br>more specifically descr<br>removable and will not<br>Equipment, and (iii) Cu<br>Parties' intent that this | ower supply and/or power conditioning equivibed in the SOW. Customer acknowledge be a fixture or otherwise part of the Restormer has no ownership interest in the E | wn, operate, and provide maintenance to all<br>uipment ("Equipment") to furnish the Service as<br>ges and agrees that (i) the Equipment will be<br>esidential Property, (ii) Company will own the<br>Equipment. For the avoidance of doubt, it is the<br>sion of Services to Customer using Company's<br>juipment by Company to Customer. |
| 4. <u>Design and Installatio</u><br>of the SOW                                                                                        | <u>n</u> . Company will design, procure, and inst                                                                                                                   | all the Equipment pursuant to the requirements                                                                                                                                                                                                                                                                                            |

- (a) <u>Residential Operation</u>. Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for operation, with the date of such notice being the "Residential Operation Date".
- (b) <u>Commencement of Monthly Service Payment Upon Residential Operation Date</u>. Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable taxes due from Customer pursuant to <u>Section 6</u> (Customer Payments), shall begin on the Residential Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

**Equipment Maintenance; Alterations.** During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, alter or change in any material way the Equipment, or anypart thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

ISSUED BY: Tiffany Cohen

# Form 32 (Continued)

#### 5. Customer Payments.

- (a) <u>Fees</u>. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.
- (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.
- 6. <u>Customer Credit Requirements</u>. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in the Company's Electric Tariff for the surety bond sheets of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to <u>Section 13(a)</u>, for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.
- 7. <u>Right of Access</u>. Customer hereby grants Company an access easement on the Residential Property sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Residential Property to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access").
- 8. <u>Company Operation and Testing of Equipment</u>. The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.
- 9. <u>Customer Responsibilities</u>. Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Residential Property in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Residential Property. The Customer shall be obligated, at its sole expense, to keep the Residential Property free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to <u>Section 9</u>, or (iii) cause damage to the Equipment.

**ISSUED BY**: Tiffany Cohen

Section No. VII Original Sheet No. 7.72

# Form 32 (Continued)

10. <u>Permits and Regulatory Requirements</u>. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

#### 11. <u>Title and Risk of Loss</u>.

- (a) <u>Title</u>. The Customer agrees that Equipment installed at the Residential Property is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this <u>Section 12(a)</u>. The Parties agree that the Equipment is personal property of Company and not a fixture to the Residential Property and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Residential Property.
- (b) <u>Liens</u>. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.
- (c) <u>Risk of Loss to Equipment (Customer Responsibility).</u> CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE RESIDENTIAL PROPERTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY <u>SECTION 18(b)</u> OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY A "CUSTOMER CASUALTY"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.
- (d) <u>Risk of Loss to Equipment (Company Responsibility)</u>. In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to <u>Section 20</u>, Customer sells, transfers or otherwise disposes of the Residential Property; (v) Customer enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vi) any representation or warranty made by Customer or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (vii) Customer removes or allows a third party to remove, any portion of the Equipment from the Residential Property.

**ISSUED BY**: Tiffany Cohen

Section No. VII Original Sheet No. 7.73

### Form 32 (Continued)

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in <u>Section 13(a)</u>. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Residential Property (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to <u>Section 13(e)</u>, or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

- (d) Expiration of Agreement. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.
- (e) <u>Customer Purchase Option</u>. Pursuant to a purchase option under <u>Section 13(c)</u>, <u>Section 13(d)</u>, or <u>Section 20</u>, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus

ISSUED BY: Tiffany Cohen

Section No. VII Original Sheet No. 7.74

## Form 32 (Continued)

(ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered maintenance costs expended by Company prior to the effective date of termination, minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such purchase option will expire and Customer must proceed subject to and pay the Termination Fee pursuant to <u>Section 13(a)</u>.

#### 13. Warranty and Representations.

- (a) <u>Company's Disclaimer of Express and/or Implied Warranties</u>. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANT ABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE RESIDENTIAL PROPERTY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.
- (b) <u>Customer Representations and Warranties</u>. The Customer represents and warrants that (i) the Residential Property at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Residential Property will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Residential Property is accurate and complete; and (iv) Customer holds sole and exclusive title to the Residential Property or has the sole and exclusive right of possession of the Residential Property for the Term.

### 14. LIMITATIONS OF LIABILITY.

- (a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.
- (b) SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

ISSUED BY: Tiffany Cohen

# Form 32 (Continued)

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c). Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.

#### Agreed and accepted by Customer: \_\_\_\_(Initials)

- 15. Force Majeure. Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Residential Property or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.
- 16. <u>Confidentiality</u>. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Company or otherwise, which is disclosed to Customer. Confidential Information shall not be used for any purpose other than for purposes of this Agreement and shall not be disclosed without the prior written consent of Company.

#### 17. Insurance and Indemnity.

- (a) <u>Insurance to Be Maintained by the Company</u>. At any time that the Company is performing Services under this Agreement at the Customer Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance.
- (b) <u>Insurance to Be Maintained by the Customer</u>. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowners property insurance policy with minimum limits equal to the value of the Residential Property and homeowners liability insurance policy with minimum limits of Three Hundred Thousand (\$300,000.00) Dollars.
- (c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.
- 18. <u>Non-Waiver</u>. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

**ISSUED BY:** Tiffany Cohen

# Form 32 (Continued)

- 19. Assignment. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company. This Agreement is free of any restrictions that would prevent the Customer from freely transferring the Residential Property. Company will not prohibit the sale, conveyance or refinancing of the Residential Property. Company may choose to file in the real estate records one or more precautionary UCC financing statements or fixture filings (collectively "Fixture Filing") that preserves their rights in the Equipment. The Fixture Filing is intended only to give notice of its rights relating to the Equipment and is not a lien or encumbrance against the Residential Property. Company shall explain the Fixture Filing to any subsequent purchasers of the Residential Property and any related lenders as requested. Company shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Residential Property.
- 20. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Escambia County, Florida or the United States District Court for the Northern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- 21. <u>Modification</u>. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.
- 22. <u>Severability.</u> If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**ISSUED BY:** Tiffany Cohen

# Form 32 (Continued)

- 23. <u>Survival</u>. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.
- 24. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand- delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement and with respect to Company, sent to the attention of \_\_\_\_\_\_\_. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.
- 25. <u>Further Assurances</u>. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.
- 26. <u>Entire Agreement</u>. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

| Customer                 | GULF Power                               |
|--------------------------|------------------------------------------|
| Ву:                      | By:                                      |
| (Signature)              | (Signature of Authorized Representative) |
| (Print or Type Name)     | (Print or Type Name)                     |
| Date:                    | Title:                                   |
| Customer                 |                                          |
| By:(Signature)           |                                          |
| (Print or Type Name)     |                                          |
| Date:                    |                                          |
| ISSUED BY: Tiffany Cohen | EFFECTIVE:                               |
|                          |                                          |

Section No. VII Original Sheet No. 7.78

### NON-RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT

## FORM 33

| THIS No<br>day of                                                             | on-Residential Optional Supplemental Power Services Agreement ("Agreement") is made and entered into this<br>, 20 by and between, a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Compar<br>a "Party<br>subject<br>but not I<br>by the F<br>they ma<br>conflict | , 20by and between, a, a, having its principal office at (hereafter, the "Customer") and Gulf Power my, a Florida corporation, having offices at (hereafter, the "Customer") and Gulf Power (hereafter "Company") (each and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, imited to, the Optional Supplemental Power Services Rider, Rate Schedule OSP-1, as approved or subsequently revised PSC (hereafter the "Rider") and the General Rules and Regulations for Electric Service as they are now written, or as y be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not herein shall have the meaning set forth in the Electric Tariff. |
|                                                                               | WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a ent of Work ("SOW") for the purpose of providing an alternative source of power supply and/or power conditioning service vent Customer's normal electric supply is disrupted (hereafter the "Service"), at the Customer facility located at (hereafter the "Facility").                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| terms a                                                                       | NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following nd conditions in this Agreement:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 1.                                                                            | <b>Effective Date</b> . This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2.                                                                            | <u><b>Term of Agreement</b></u> . The term of this Agreement will commence on the Effective Date and will continue for years following the Commercial Operation Date as defined in <u>Section 4(a)</u> below (the "Term").                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 3.                                                                            | <b>Scope of Services</b> . Company will design, procure, install, own, operate and provide maintenance to all alternative sources of power supply and/or power conditioning equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Facility, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer.                                                                                                                                                                                                                                                 |
| 4.                                                                            | <b>Design and Installation</b> . Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                               | (a) <u>Commercial Operation</u> . Upon completion of the installation of the applicable Equipment in accordance with<br>the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for<br>commercial operation, with the date of such notice being the "Commercial Operation Date".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                               | (b) <u>Commencement of Monthly Service Payment Upon Commercial Operation Date</u> . Customer's obligation to pay<br>the applicable Customer's monthly Service payment, plus applicable fuel charges and taxes due from<br>Customer pursuant to <u>Section 6</u> (Customer Payments), shall begin on the Commercial Operation Date and<br>shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5.                                                                            | <b>Equipment Maintenance: Alterations</b> . During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under <u>Section 12(c)</u> , due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, alter or change in any material                                                                                                                                                                                                                                             |

ISSUED BY: Tiffany Cohen

Section No. VII Original Sheet No. 7.79

# Form 33 (Continued)

6. way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this <u>Section 5</u> by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

#### 7. Customer Payments.

- (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Any monthly fuel charges specified in the SOW will be in addition to the Monthly Service Payment. Monthly fuel charges, if applicable, will be recalculated annually by Company in accordance with the Rider, and such recalculated monthly fuel charges shall be effective upon written notice to Customer. Applicable taxes will also be included in or added to the Monthly Service Payment and any fuel charges. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.
- (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due. Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the proceeding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.
- 8. Customer Credit Requirements. At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in the Company's Electric Tariff for the surety bond and sheets of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.
- 9. <u>Grant of Easement to Company</u>. Customer hereby grants Company an access easement to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event

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Section No. VII Original Sheet No. 7.80

## Form 33 (Continued)

- 10. creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations and provide Customer with an applicable easement form for Customer's approval and signature. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Upon receiving the signed easement form and any associated mortgage subordinations, the Company shall record Company's easement rights in the public records of the County where the Facility is located. All such costs related thereto shall be the included as part of calculating the Customer's Monthly Service Payment. Failure to provide the above requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service.
- 11. <u>Company Operation and Testing of Equipment</u>. The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.
- 12. <u>Customer Responsibilities</u>. Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Facility in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Facility. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to <u>Section 9</u>, or (iii) cause damage to the Equipment.
- 13. <u>Permits and Regulatory Requirements</u>. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.

#### 14. <u>Title and Risk of Loss</u>.

- (a) <u>Title</u>. The Customer agrees that Equipment installed at the Facility is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this <u>Section 12(a)</u>. The Parties agree that the Equipment is personal property of Company and not a fixture to the Equipment. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility.
- (b) <u>Liens</u>. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.

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## Form 33 (Continued)

- (c) <u>Risk of Loss to Equipment (Customer Responsibility)</u>. CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY <u>SECTION 18(b)</u> OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER CASUALTY"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.
- (d) <u>Risk of Loss to Equipment (Company Responsibility)</u>. In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.
- 15. Expiration or Termination of Agreement.
  - (a) Early Termination for Convenience by Customer. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company.
  - (b) <u>Early Termination by Company for Convenience or by Company Due to Change in Law</u>. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change

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# Form 33 (Continued)

in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this <u>Section 13(b)</u>, Customer must choose to either: (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, minus (E) any cash security held by the Company under this Agreement; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

- (c) Early Termination of Agreement for Cause. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment for the Facility.
  - i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in <u>Section 13(a)</u>. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to <u>Section 20</u>) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.
  - ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to <u>Section 13(e)</u>, or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.
- (d) Expiration of Agreement. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments, fuel charges and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company

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# Form 33 (Continued)

remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt,

Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.

- (e) <u>Customer Purchase Option</u>. Pursuant to a purchase option under <u>Section 13(c)</u>, <u>Section 13(d)</u>, or <u>Section 20</u>, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus (ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination; minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer must proceed subject to and pay the Termination Fee pursuant to <u>Section 13(a)</u>.
- (f) <u>Termination of Easements</u>. Following expiration or termination of this Agreement and satisfaction of all Customer obligations under this <u>Section 13</u>, Company shall provide Customer with a release of Easements in a form mutually agreed upon between the Parties.

#### 16. Warranty and Representations.

- (a) <u>Company's Disclaimer of Express and/or Implied Warranties</u>. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.
- (b) <u>Customer Representations and Warranties</u>. The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Term; and (v) Customer has the right to require the owner of the real property on which the Facility is located to grant Company such easement rights.

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Section No. VII Original Sheet No. 7.84

### Form 33 (Continued)

- 17. <u>LIMITATIONS OF LIABILITY</u>.
  - (a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.
  - (b) SUBJECT TO <u>SECTION 15(c)</u>, NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.
  - (c) THE LIMITATIONS OF LIABILITY UNDER <u>SECTION 15(a)</u> AND <u>SECTION 15(b)</u> ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER <u>SECTION 18(c)</u>.

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in <u>Section 15</u>.

Agreed and accepted by Customer: \_\_\_\_\_ (Initials)

- 18. Force Majeure. Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this <u>Section 16</u> are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.
- 19. <u>Confidentiality</u>. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

**ISSUED BY:** Tiffany Cohen

| Section No. VII        |
|------------------------|
| Original Sheet No.7.85 |

### Form 33 (Continued)

### 20. Insurance and Indemnity.

- (a) Insurance to Be Maintained by the Company.
  - i. At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million (\$1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million (\$2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million (\$1,000,000.00) Dollars per accident, by disease and per policy and per employee.
  - ii. Upon the request of Customer, the Company shall provide the Customer with insurance certificates which provide evidence of the insurance coverage under this Agreement.
  - iii. Notwithstanding any other requirement set forth in this <u>Section 18(a)</u>, Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance. In the event Company self-insures any of the above required coverages, Company will provide Customer with a letter of self-insurance upon written request by Customer.
- (b) Insurance to Be Maintained by the Customer.
  - i. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence for bidly injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million (\$1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million (\$2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million (\$1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subrogation in favor of Company.
  - ii. In the event Customer is subject to Section 728.28 Florida Statute, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand (\$200,000.00) Dollars per person and Three Hundred Thousand (\$300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statute. Coverage shall also include Employers' Liability coverage with limits of One Million (\$1,000,000.00) Dollars per accident.
- (c) <u>Indemnity.</u> The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.
- 21. <u>Non-Waiver</u>. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

**ISSUED BY:** Tiffany Cohen

### Form 33 (Continued)

22. <u>Assignment.</u> Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement

including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or, this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company.

- 23. <u>Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial.</u> This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- 24. <u>Modification</u>. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.
- 25. <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- **26.** <u>Survival.</u> The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.
- 27. <u>Notices.</u> All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement, and with respect to Company, sent to the attention of \_\_\_\_\_\_\_. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.
- 28. <u>Further Assurances.</u> Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

**ISSUED BY:** Tiffany Cohen

|                                                                                                                                                      |                                                                                                                                                                                                                                          | on No. VII<br>nal Sheet No. 7.87                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                      | Form 33 (Continued)                                                                                                                                                                                                                      |                                                                                                            |
| federal law from executing or agreeing to a<br>deemed modified to the extent necessary                                                               | omers which are a governmental entity of<br>), to the extent the Governmental Entity is I<br>iny provision of this Agreement, then such pr<br>to make such provisions consistent with F<br>ffected thereby and will survive and be enfor | egally barred by Florida state or<br>ovision of this Agreement will be<br>lorida state or federal law. The |
| <ol> <li>Entire Agreement. The Agreement const<br/>to the subject matter hereof, supersedim-<br/>promises or understandings between the F</li> </ol> | itutes the entire understanding between Con<br>g any prior or contemporaneous agreemen<br>arties, whether oral, written or implied, regar                                                                                                | nts, representations, warranties,                                                                          |
| IN WITNESS WHEREOF, the Parties hereby caus effective as of the Effective Date.                                                                      | ed this Agreement to be executed by their                                                                                                                                                                                                | duly authorized representatives,                                                                           |
| Customer                                                                                                                                             | Gulf Power Company                                                                                                                                                                                                                       |                                                                                                            |
| By:(Signature of Authorized Representative)                                                                                                          | By:<br>(Signature of Authorized Representative)                                                                                                                                                                                          | _                                                                                                          |
| (Print or Type Name)                                                                                                                                 | (Print or Type Name)                                                                                                                                                                                                                     |                                                                                                            |
| Title:                                                                                                                                               | Title:                                                                                                                                                                                                                                   | _                                                                                                          |
| Date:                                                                                                                                                | Date:                                                                                                                                                                                                                                    |                                                                                                            |
|                                                                                                                                                      |                                                                                                                                                                                                                                          |                                                                                                            |
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| ISSUED BY: Tiffany Cohen                                                                                                                             | EFFECTIVE:                                                                                                                                                                                                                               |                                                                                                            |
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| Section No. VII<br>Original Sheet No. 7.88                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Existing Facility Economic Development Rider - EFEDR<br>Service Agreement<br>Form 34                                                                                        |
| New Load established in General Service or Industrial space that has been vacant for more than six months:                                                                  |
| CUSTOMER NAME_                                                                                                                                                              |
| ADDRESS_                                                                                                                                                                    |
| TYPE OF BUSINESS                                                                                                                                                            |
| The Customer hereto agrees as follows:                                                                                                                                      |
| <ol> <li>Establish service in a currently vacant building or other facility and create additional load of at least 350 kW of<br/>measured demand full-time jobs.</li> </ol> |
| 2. That the quantity of new or expanded load shall be <u>kW of Demand.</u>                                                                                                  |
| 3. The nature of this new or expanded load is                                                                                                                               |
| 4. The general service/industrial space of the new load has been vacant for more than six months.                                                                           |
| 5. That the customer load will be served with existing facilities or that customer has paid, or agrees to pay, any                                                          |
| contributions in aid of construction or guarantees for any additional facilities that may be required.                                                                      |
| 6. To initiate service under this Rider on,, and terminate service under this Rider on                                                                                      |
| , This shall constitute a period of five years.                                                                                                                             |
| 7. To provide verification that the availability for this Rider is a significant factor in the Customer's location / expansion decision.                                    |
|                                                                                                                                                                             |
| 8. If a change in ownership occurs after the Customer contracts for service under this Rider, the successor                                                                 |
| Customer may be allowed to fulfill the balance of the contract under Rider EFEDR and continue the schedule of                                                               |
| the credits.                                                                                                                                                                |
| 9. To provide verification that there is no affiliation with the prior occupant.                                                                                            |
| Signed: Accepted by:                                                                                                                                                        |
| Title: Date:                                                                                                                                                                |
| Date:                                                                                                                                                                       |
| ISSUED BY: Tiffany Cohen EFFECTIVE:                                                                                                                                         |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                   | on No. VII<br>al Sheet No. 7.89                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                 | SEMENT<br>Form 35                                                                                                                                                                                                                                                                                 |                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                 | [                                                                                                                                                                                                                                                                                                 | ]                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                 | EASEMENT<br>(INDIVIDUAL)<br>This Instrument Prepared By                                                                                                                                                                                                                                           |                                                                                                                                                       |
| Sec , Twp , Rge E                                                                                                                                                                                                                                                                                                                                                                                                                               | Name:                                                                                                                                                                                                                                                                                             | _                                                                                                                                                     |
| Parcel I.D. #<br>(Maintained by County Appraiser)                                                                                                                                                                                                                                                                                                                                                                                               | Co. Name:                                                                                                                                                                                                                                                                                         | 1                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Address:                                                                                                                                                                                                                                                                                          | -                                                                                                                                                     |
| construction, operation and maintenance of or<br>wires, poles, guys, cables, conduits and appur<br>right to reconstruct, improve, add to, enlarge, c<br>facilities or any of them within an easement des<br>See Exhibit "A" ("Easement Area")                                                                                                                                                                                                   | tenant equipment) to be installed from t<br>change the voltage as well as the size o<br>scribed as follows:                                                                                                                                                                                       | ime to time; with the                                                                                                                                 |
| Fogether with the right to permit any other permetereunder and lay cable and conduit within communications purposes; the right of ingres o clear the land and keep it cleared of all trees Area; the right to trim and cut and keep trimm imbs outside of the Easement Area, which is communications or power transmission or condersigned has the power to grant, if at all heretofore described, over, along, under and a said Easement Area. | n the Easement Area and to opera<br>s and egress to the Easement Area at<br>s, undergrowth and other obstructions w<br>red and cut all dead, weak, leaning or<br>might interfere with or fall upon the li<br>distribution; and further grants, to the<br>l, the rights hereinabove granted on the | ate the same for<br>t all times; the right<br>ithin the Easement<br>dangerous trees or<br>nes or systems of<br>fullest extent the<br>ne Easement Area |
| SUED BY: Tiffany Cohen                                                                                                                                                                                                                                                                                                                                                                                                                          | EFFECTIVE:                                                                                                                                                                                                                                                                                        |                                                                                                                                                       |

|                                                                                                     | Section No. VII<br>Original Sheet No. 7.90                  |
|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Form 35 Con                                                                                         | tinued                                                      |
| IN WITNESS WHEREOF, the undersigned has signed a                                                    | nd sealed this instrument on                                |
| Signed, sealed and delivered in the presence of:                                                    | ·                                                           |
|                                                                                                     | Ву                                                          |
| Print Name:                                                                                         | 2,                                                          |
| (Witness' Signature)                                                                                |                                                             |
| Print Name:(Witness)                                                                                | Print Address:                                              |
|                                                                                                     | Ву:                                                         |
| (Witness' Signature)                                                                                |                                                             |
| Print Name:(Witness)                                                                                | Print Name:                                                 |
| (Witness)                                                                                           |                                                             |
|                                                                                                     | Print Adrress:                                              |
| STATE OF FLORIDA<br>COUNTY OF<br>The foregoing instrument was acknowledged before me this<br>, and, |                                                             |
| , and<br>□ has (have) produced                                                                      |                                                             |
| presence or [] online notarization, and who did (did not) take an oa                                |                                                             |
| And                                                                                                 |                                                             |
| Sworn to (or affirmed) and subscribed before me by means of $\Box$ p                                | hysical presence or $\Box$ online notarization, this day of |
| ,, by                                                                                               |                                                             |
|                                                                                                     | Notary Public, State of Florida                             |
|                                                                                                     |                                                             |
|                                                                                                     | Print Name of Notary Public                                 |
|                                                                                                     |                                                             |
| My Commission Expires:                                                                              | Commission Number                                           |
| My Commission Expires:                                                                              | Commission Number                                           |
| My Commission Expires:                                                                              | Commission Number                                           |
|                                                                                                     |                                                             |

|                                                                                                                                |                                                                                                                                | Section No. VII<br>Original Sheet No. 7.9 <sup>-</sup>        |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
|                                                                                                                                | Form 35 Continued                                                                                                              |                                                               |
|                                                                                                                                |                                                                                                                                | r ı                                                           |
|                                                                                                                                | UNDERGROUND EASEMENT<br>(INDIVIDUAL)<br>This Instrument Prepared By                                                            |                                                               |
| Sec , Twp , Rge E                                                                                                              | Name:                                                                                                                          |                                                               |
| Parcel I.D. #<br>(Maintained by County Appraiser)                                                                              | Co. Name:                                                                                                                      |                                                               |
|                                                                                                                                | Address:                                                                                                                       |                                                               |
| time; with the right to reconstruct, impro                                                                                     | appurtenant above-ground equipment) to<br>ove, add to, enlarge, change the voltage                                             | be installed from time to<br>e as well as the size of,        |
| conduits, appurtenant equipment, and<br>time; with the right to reconstruct, impro                                             | appurtenant above-ground equipment) to<br>ove, add to, enlarge, change the voltage<br>m within an easement described as follow | be installed from time to<br>e as well as the size of,        |
| conduits, appurtenant equipment, and<br>time; with the right to reconstruct, impro                                             | appurtenant above-ground equipment) to<br>ove, add to, enlarge, change the voltage<br>m within an easement described as follow | be installed from time to<br>e as well as the size of,<br>/s: |
| conduits, appurtenant equipment, and<br>time; with the right to reconstruct, impro<br>and remove such facilities or any of the | appurtenant above-ground equipment) to<br>ove, add to, enlarge, change the voltage<br>m within an easement described as follow | be installed from time to<br>e as well as the size of,<br>/s: |
| conduits, appurtenant equipment, and<br>time; with the right to reconstruct, impro<br>and remove such facilities or any of the | appurtenant above-ground equipment) to<br>ove, add to, enlarge, change the voltage<br>m within an easement described as follow | be installed from time to<br>e as well as the size of,<br>/s: |
| conduits, appurtenant equipment, and<br>time; with the right to reconstruct, impro<br>and remove such facilities or any of the | appurtenant above-ground equipment) to<br>ove, add to, enlarge, change the voltage<br>m within an easement described as follow | be installed from time to<br>e as well as the size of,<br>/s: |

ISSUED BY: Tiffany Cohen

| Print Name: (Witness' Signature) Print Name: Pri (Witness) By (Witness' Signature) Print Name: Pri (Witness)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| Signed, sealed and delivered in the presence of:          Print Name:       By         (Witness' Signature)       Print Name:         Print Name:       (Witness)         (Witness' Signature)       By         Print Name:       (Witness' Signature)         Print Name:       Print Name:         (Witness' Signature)       Print Name:         Print Name:       Print Name:         (Witness)       Print Name:         Print Name:      , and,                                                                                                                                                                                                                          | nt Address:                                         |
| Print Name:       (Witness' Signature)         Print Name:       Print (Witness)         (Witness' Signature)       By         Print Name:       (Witness' Signature)         Print Name:       Print (Witness)         Print Name:       (Witness)         Print Name:       Print (Witness)         Print Name:       Print (Witness)         Print Name:       Print (Witness)         Print Name:       Print (Witness)         Print Name:       (Witness)         Print Name:       Print (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witn                                                                                                                                                                                                                                                                                                      | nt Address:                                         |
| Print Name:       (Witness' Signature)         Print Name:       Print (Witness)         (Witness' Signature)       By         Print Name:       Print (Witness)         Print Name:       (Witness)         Print Name:       Print (Witness)         Print Name:       Print (Witness)         Print Name:       (Witness)         Print Name:       Print (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)         Print Name:       (Witness)                                                                                                                                                                                                                                                                                                                         | nt Address:                                         |
| (Witness' Signature)       Print Name:       Print Name:       Print Name:       By         (Witness' Signature)       Print Name:       Print Name: <td>nt Name:</td> | nt Name:                                            |
| By         (Witness' Signature)         Print Name:         (Witness)         Print STATE OF FLORIDA         COUNTY OF         The foregoing instrument was acknowledged before me this        , and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | nt Name:                                            |
| By         (Witness' Signature)         Print Name:         (Witness)         Print STATE OF FLORIDA         COUNTY OF         The foregoing instrument was acknowledged before me this        , and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | nt Name:                                            |
| (Witness' Signature) Print Name: Pri (Witness) Print STATE OF FLORIDA COUNTY OF The foregoing instrument was acknowledged before me this of, and has (have) produced presence or [] online notarization, and who did (did not) take an oath. And Sworn to (or affirmed) and subscribed before me by means of □ physical                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | nt Name:                                            |
| Prin<br>STATE OF FLORIDA<br>COUNTY OF<br>The foregoing instrument was acknowledged before me this of<br>, and<br>has (have) produced<br>presence or [] online notarization, and who did (did not) take an oath.<br>And<br>Sworn to (or affirmed) and subscribed before me by means of $\Box$ physical                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |
| Prir STATE OF FLORIDA COUNTY OF The foregoing instrument was acknowledged before me this of, and has (have) produced presence or [] online notarization, and who did (did not) take an oath. And Sworn to (or affirmed) and subscribed before me by means of $\Box$ physical                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | t Address:                                          |
| COUNTY OF The foregoing instrument was acknowledged before me this of, and, nd and and and and and and and and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                     |
| , and<br>□ has (have) produced<br>presence or [] online notarization, and who did (did not) take an oath.<br>And<br>Sworn to (or affirmed) and subscribed before me by means of □ physical                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                     |
| presence or [] online notarization, and who did (did not) take an oath.<br>And<br>Sworn to (or affirmed) and subscribed before me by means of □ physical                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | , $\square$ who is (are) personally known to me or  |
| Sworn to (or affirmed) and subscribed before me by means of $\Box$ physical                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | as identification or by means of [] physical        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | presence or $\Box$ online notarization, this day of |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Notary Public, State of Florida                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Print Name of Notary Public                         |
| My Commission Expires:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Commission Number                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                     |
| ISSUED BY: Tiffany Cohen EFFEC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | TIVE:                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                     |

|                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                     | Section VII<br>Original Sheet No. 7.93                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                    | Form 35 Continued                                                                                                                                                                                                                                                   |                                                                                                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                     | [ ]                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                    | EASEMENT<br>(BUSINESS)<br>This Instrument Prepared By                                                                                                                                                                                                               |                                                                                                                                                                                        |
| Sec, Twp, Rge E                                                                                                                                                                                                                                                                                                                                                                                    | Name:                                                                                                                                                                                                                                                               |                                                                                                                                                                                        |
| Parcel I.D. <u>#</u><br>(Maintained by County Appraiser)                                                                                                                                                                                                                                                                                                                                           | Co. Name:                                                                                                                                                                                                                                                           |                                                                                                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                    | Address:                                                                                                                                                                                                                                                            |                                                                                                                                                                                        |
| The undersigned, in consideration of the paymen<br>receipt of which is hereby acknowledged, gra<br>successors, and assigns ("Gulf"), a non-exclusiv<br>overhead and underground electric utility fac<br>equipment) to be installed from time to time; wit<br>well as the size of, and remove such facilities or<br>See Exhibit "A" ("Easement Area")                                               | ant and give to Gulf Power Company,<br>ve easement forever for the construction<br>ilities (including wires, poles, guys, ca<br>h the right to reconstruct, improve, add to                                                                                         | its affiliates, licensees, agents,<br>n, operation and maintenance of<br>bles, conduits and appurtenant<br>o, enlarge, change the voltage as                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                    | [                                                                                                                                                                                                                                                                   | Reserved for Circuit Court ]                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                     |                                                                                                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                     |                                                                                                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                     |                                                                                                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                     |                                                                                                                                                                                        |
| Together with the right to permit any other personal conduit within the Easement Area at of ingress and egress to the Easement Area at undergrowth and other obstructions within the cut all dead, weak, leaning or dangerous trees or fall upon the lines or systems of communicat fullest extent the undersigned has the power of Area heretofore described, over, along, under a Easement Area. | ea and to operate the same for commun<br>all times; the right to clear the land and<br>Easement Area; the right to trim and<br>s or limbs outside of the Easement Area<br>tions or power transmission or distributio<br>to grant, if at all, the rights hereinabove | ications purposes; the right<br>keep it cleared of all trees,<br>cut and keep trimmed and<br>a, which might interfere with<br>n; and further grants, to the<br>granted on the Easement |
| ISSUED BY: Tiffany Cohen                                                                                                                                                                                                                                                                                                                                                                           | EFFECTIVE:                                                                                                                                                                                                                                                          |                                                                                                                                                                                        |

|                                                               | Section VII<br>Original Sheet No. 7.94                                       |
|---------------------------------------------------------------|------------------------------------------------------------------------------|
| F                                                             | Form 35 Continued                                                            |
|                                                               |                                                                              |
|                                                               |                                                                              |
| IN WITNESS WHEREOF, the undersigned has                       | signed and sealed this instrument on,,                                       |
| Signed, sealed and delivered in the presence of               |                                                                              |
| 5 /                                                           | Ву:                                                                          |
| (Witness' Signature)                                          | Print Name:                                                                  |
| Drint Nama                                                    | Print Address:                                                               |
| Print Name<br>(Witness)                                       |                                                                              |
| (Witness' Signature)                                          | Ву:                                                                          |
|                                                               | Print Name:                                                                  |
| Print Name_                                                   | Print Address:                                                               |
| (Witness)                                                     |                                                                              |
|                                                               |                                                                              |
| STATE OF FLORIDA<br>COUNTY OF                                 |                                                                              |
|                                                               | —<br>re me this day of,, by                                                  |
|                                                               | , □ who is (are) personally known to me or                                   |
|                                                               | as identification or by means of [] physical                                 |
| presence or [] online notarization, and who did (did n<br>And | lot) take an oath.                                                           |
| Sworn to (or affirmed) and subscribed before me by            | means of $\Box$ physical presence or $\Box$ online notarization, this day of |
| ,, by                                                         |                                                                              |
|                                                               |                                                                              |
|                                                               | NOTARY PUBLIC                                                                |
|                                                               | My Commission Expires:                                                       |
|                                                               |                                                                              |
|                                                               |                                                                              |
|                                                               |                                                                              |
|                                                               |                                                                              |
| ISSUED BY: Tiffany Cohen                                      | EFFECTIVE:                                                                   |
|                                                               |                                                                              |

| GULF POWER COMPANY                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                   |                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                   | Section VII<br>Original Sheet No. 7.95                                                                                                              |
|                                                                                                                                                                                                                                                                                                         | Form 35 Continued                                                                                                                                                                 |                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                   | [ ]                                                                                                                                                 |
|                                                                                                                                                                                                                                                                                                         | UNDERGROUND EASEMENT<br>(BUSINESS)<br>This Instrument Prepared By                                                                                                                 |                                                                                                                                                     |
| Sec , Twp , Rge E                                                                                                                                                                                                                                                                                       | Name:                                                                                                                                                                             |                                                                                                                                                     |
| Parcel I.D. <u>#</u><br>(Maintained by County Appraiser)                                                                                                                                                                                                                                                | Co. Name:                                                                                                                                                                         |                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                         | Address:                                                                                                                                                                          |                                                                                                                                                     |
| The undersigned, in consideration of the paym<br>receipt of which is hereby acknowledged, g<br>successors, and assigns ("Gulf"), a non- exc<br>underground electric utility facilities (including<br>equipment) to be installed from time to time; v<br>well as the size of, and remove such facilities | rant and give to Gulf Power Company,<br>usive easement forever for the constructi<br>cables, conduits, appurtenant equipmen<br><i>i</i> th the right to reconstruct, improve, add | its affiliates, licensees, agents,<br>on, operation and maintenance of<br>it, and appurtenant above-ground<br>to, enlarge, change the voltage as    |
| See Exhibit "A" ("Easement Area")                                                                                                                                                                                                                                                                       |                                                                                                                                                                                   |                                                                                                                                                     |
| Together with the right to permit any other per<br>hereunder and lay cable and conduit within the                                                                                                                                                                                                       | ne Easement Area and to operate the sa                                                                                                                                            | me for communications purposes;                                                                                                                     |
| the right of ingress and egress to the Ease<br>all trees, undergrowth and other obstructions<br>cut all dead, weak, leaning or dangerous tree<br>upon the lines or systems of communications<br>the undersigned has the power to grant, if a<br>under and across the roads, streets or highwa           | within the Easement Area; the right to tri<br>es or limbs outside of the Easement Area<br>or power transmission or distribution; and<br>t all, the rights hereinabove granted on  | m and cut and keep trimmed and<br>a, which might interfere with or fall<br>further grants, to the fullest extent<br>the Easement Area, over, along, |
|                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                   |                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                   |                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                   |                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                   |                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                   |                                                                                                                                                     |

ISSUED BY: Tiffany Cohen

Section VII Original Sheet No. 7.96

| For                                                           | m 35 Continued                                                               |
|---------------------------------------------------------------|------------------------------------------------------------------------------|
|                                                               |                                                                              |
|                                                               | signed and sealed this instrument on,,                                       |
| Signed, sealed and delivered in the presence of:              |                                                                              |
|                                                               | By:                                                                          |
| (Witness' Signature)                                          | Print Name:                                                                  |
|                                                               | Print Address:                                                               |
| Print Name:(Witness)                                          |                                                                              |
| (With CSS)                                                    | Ву:                                                                          |
| Print Name:                                                   |                                                                              |
| (Witness' Signature)                                          |                                                                              |
|                                                               | Print Address:                                                               |
| Print Name(Witness)                                           |                                                                              |
| (Witness)                                                     |                                                                              |
| STATE OF FLORIDA<br>COUNTY OF                                 | —<br>re me this day of,, by                                                  |
|                                                               | , □ who is (are) personally known to me                                      |
|                                                               | , as identification or by means of [] physical                               |
| presence or [] online notarization, and who did (did not      |                                                                              |
| And                                                           |                                                                              |
| Sworn to (or affirmed) and subscribed before me by r<br>,, by | means of $\Box$ physical presence or $\Box$ online notarization, this day of |
|                                                               | NOTARY PUBLIC                                                                |
|                                                               | My Commission Expires:                                                       |
|                                                               |                                                                              |
| ISSUED BY: Tiffany Cohen                                      | EFFECTIVE:                                                                   |
|                                                               |                                                                              |

|                                                            |            |                                     |        | Section<br>Origina |         | et No. 7.9 | 7    |        |   |
|------------------------------------------------------------|------------|-------------------------------------|--------|--------------------|---------|------------|------|--------|---|
| GULF POWER COMPANY                                         |            | ORM 36<br>S INCENTIN<br>nent (SBIR, |        | IR)                |         |            |      |        |   |
| CUSTOMER NAME                                              |            |                                     | <br>   | EM                 | AIL     |            |      |        |   |
| ADDRESS                                                    |            |                                     |        | ТҮРЕ С             | OF BUSI | NESS       |      | _      |   |
| Type of Customer (check one)                               | 7          |                                     |        |                    |         |            |      |        |   |
| □ New □ Expansion                                          |            |                                     |        |                    |         |            |      |        |   |
| Power Projections under the                                |            |                                     |        |                    |         |            |      |        |   |
| Anticipated Power Service S                                | Start Date |                                     |        |                    |         |            |      |        |   |
|                                                            | Current    | Year 1                              | Year 2 | Y                  | ear 3   | Ye         | ar 4 | Year   | 5 |
| Maximum Annual<br>Demand (kW)                              |            |                                     |        |                    |         |            |      |        |   |
| Annual Load Factor (%)                                     |            |                                     |        |                    |         |            |      |        |   |
| Employment and Capital Inve<br>Current Number of Full-time |            |                                     |        | ear 3              |         | Year 4     |      | Year 5 |   |
| Full-time Employment (at end of each year)                 |            |                                     |        |                    |         |            |      |        |   |
| Projected Incremental<br>Capital Investment                |            |                                     |        |                    |         |            |      |        |   |
|                                                            |            |                                     |        |                    |         |            |      |        |   |

ISSUED BY: Tiffany Cohen

| Section VII             |
|-------------------------|
| Original Sheet No. 7.98 |

## (Continued Form 36)

The Customer hereto agrees as follows:

1. To create \_\_\_\_\_full time jobs.

2. That the quantity of new or expanded load shall be \_\_\_\_\_KW of Demand.

3. The nature of this new or expanded load is \_\_\_\_\_\_

4. To initiate service under this Rider on\_\_\_\_\_, and terminate

service under this Rider on \_\_\_\_\_\_. This shall constitute a period

of five years.

5. In case of early termination, the Customer must pay Gulf Power Company the difference between the otherwise applicable rate and the payments made, up to that point in

time, plus interest.

6. To provide verification that the availability for this Rider is a significant factor in the Customer's location/expansion decision.

7. If a change in ownership occurs after the Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EDR and continue the schedule of credits.

| Signed:                  | Accepted by:<br>GULF POWER COMPANY |
|--------------------------|------------------------------------|
| Title:                   | Date:                              |
| Date:                    |                                    |
| ISSUED BY: Tiffany Cohen | EFFECTIVE:                         |
|                          |                                    |

| GULF POWER COMPANY                                       |           | FORM 36<br>CSS INCENT<br>e Agreement | IVE RID |                    |         | on VII<br>nal Shee | et No. 7 | 7.99    |
|----------------------------------------------------------|-----------|--------------------------------------|---------|--------------------|---------|--------------------|----------|---------|
| CUSTOMER NAME                                            |           |                                      |         |                    | EMAI    | L                  |          |         |
| ADDRESS                                                  |           |                                      |         |                    | TYPE OF | BUSINESS           | 5        |         |
| Type of Customer (check one                              | e)        |                                      |         |                    |         |                    |          |         |
| Power Projections under th                               | ne BIR    |                                      |         |                    |         |                    |          |         |
| Anticipated Power Service St                             | tart Date |                                      |         |                    |         |                    |          |         |
|                                                          | Current   | Year 1                               | Year 2  | Ye                 | ear 3   | Yea                | r 4      | Year 5  |
| Maximum Annual Demand<br>(kW)                            |           |                                      |         |                    |         |                    |          |         |
| Annual Load Factor (%)                                   |           |                                      |         |                    |         |                    |          |         |
|                                                          |           | Year 6                               | Year 7  | Ye                 | ear 8   | Yea                | r 9      | Year 10 |
| Maximum Annual Demand<br>(kW)                            |           |                                      |         |                    |         |                    |          |         |
| Annual Load Factor (%)                                   |           |                                      |         |                    |         |                    |          |         |
| Employment and Capital Ir<br>Current Number of Full-time | -         |                                      |         | <b>२</b><br>⁄ear 3 | V       | ear 4              |          | /ear 5  |
| Full-time Employment<br>(at end of each year)            | reari     | rear 2                               |         | ear 3              | YE      | ai 4               |          |         |
| Projected Incremental<br>Capital Investment              |           |                                      |         |                    |         |                    |          |         |

EFFECTIVE:

Year 8

Year 9

Year 10

Year 7

ISSUED BY: Tiffany Cohen

Full-time Employment (at end of each year)

Projected Incremental Capital Investment Year 6

|                                        |                                                                                       |                             | Section VII<br>(Continued Form 36)<br>Original Sheet No. 8.00 |
|----------------------------------------|---------------------------------------------------------------------------------------|-----------------------------|---------------------------------------------------------------|
| The Customer hereto                    | o agrees as follows:                                                                  |                             |                                                               |
| I. To create                           | full·time jobs.                                                                       |                             |                                                               |
| 2. That the quanti                     | ty of new or expanded load shal                                                       | l beKW o                    | of Demand.                                                    |
| 3. The nature of the                   | his new or expanded load is                                                           |                             |                                                               |
| 4.                                     | To initiate service under this                                                        | Rider on                    | , and terminate service under                                 |
| this Rider on                          | This shall constitute                                                                 | a period of five ye         | ars.                                                          |
|                                        | y termination, the Customer mus<br>licable rate and the payments m                    |                             | Company the difference between<br>t in time, plus interest.   |
| 6. To provide ver<br>location/expansio | rification that the availability for<br>on decision.                                  | this Rider is a sigr        | aificant factor in the Customer's                             |
| -                                      | ownership occurs after the Custoner may be allowed to fulfill the<br>dule of credits. |                             |                                                               |
|                                        | nt of capital investment associated                                                   | with this new or ex         | panded facility shall at least include                        |
| Signed:                                |                                                                                       | Accepted by:_<br>GUL<br>COM | F POWER<br>/PANY                                              |
| Title:                                 |                                                                                       |                             |                                                               |
| Date:                                  |                                                                                       |                             |                                                               |
| ISSUED BY: Tiffany Co                  | hen EF                                                                                | FECTIVE:                    |                                                               |
|                                        |                                                                                       |                             |                                                               |

|                                          | Section No. IV<br>Original Sheet No. 8.01                                                                                                                                                                                                                            |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GULF POW                                 | VER MEDICALLY ESSENTIAL SERVICE                                                                                                                                                                                                                                      |
| PAR                                      | Form 37<br>TA: CUSTOMER APPLICATION                                                                                                                                                                                                                                  |
| Account No.:                             |                                                                                                                                                                                                                                                                      |
| Customer Name:                           |                                                                                                                                                                                                                                                                      |
| Service Address:                         |                                                                                                                                                                                                                                                                      |
| City, State, Zip:                        |                                                                                                                                                                                                                                                                      |
| Daytime Area Code & Telephone Nos.: (    | )and /or ( )                                                                                                                                                                                                                                                         |
| Name of Patient UsingEquipment:          | Patient's Physician:                                                                                                                                                                                                                                                 |
| l agree to Term                          | ns and Conditions                                                                                                                                                                                                                                                    |
| Customer Signature:                      | Date:                                                                                                                                                                                                                                                                |
|                                          | Date:                                                                                                                                                                                                                                                                |
|                                          | IAN'S CERTIFICATE                                                                                                                                                                                                                                                    |
| FARID. FILIO                             |                                                                                                                                                                                                                                                                      |
| Physician's Name:F                       | Physician's License #:                                                                                                                                                                                                                                               |
| Physician's Address:                     |                                                                                                                                                                                                                                                                      |
| Physician's Area Code & Telephone Nos.:( | )and/or ( )                                                                                                                                                                                                                                                          |
| <br>                                     | , <u> </u>                                                                                                                                                                                                                                                           |
| I,                                       | , duly licensed and authorized to practice medicine,                                                                                                                                                                                                                 |
| I                                        | , duly licensed and authorized to practice medicine                                                                                                                                                                                                                  |
| I                                        | , duly licensed and authorized to practice medicine<br>, duly licensed and authorized to practice medicine<br>,<br>acce of residence]<br>with me within the past 12 months, and depends upon<br>t must be operated continuously or as circumstances require          |
| I                                        | , duly licensed and authorized to practice medicine<br>, duly licensed and authorized to practice medicine<br>,<br>acce of residence]<br>with me within the past 12 months, and depends upon<br>t must be operated continuously or as circumstances require          |
| I                                        | , duly licensed and authorized to practice medicine<br>, duly licensed and authorized to practice medicine<br>, with me within the past 12 months, and depends upon<br>t must be operated continuously or as circumstances require<br>serious medical complications. |

|                                                                                                                                                                                                                                                                                                            | Section No. IV<br>Original Sheet No. 8.02                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Form 37(Continued)                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| (Continued)                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| WARNING – PART B – PHYSICIAN'S CERTIFICATE: False<br>service by a physician is a violation of s. 458.331(1)(h) or s. 45<br>grounds for discipline, penalties and /or enforcement.                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Return to Gulf Power at:<br>Notice of Exclusion From Disclosure will be effective upo<br>completed Notice and will remain in effect until Gulf Powe<br>to discontinue this Notice of Exclusion From Disclosure,<br>a different service address and/or a different Gulf Accoun<br>GULF POWER MEDICALLY ESSE | regardless of any transfer of service to<br>at Number.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| NOTICE OF EXCLUSION FROM                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Date: GULF Account No.: Custor                                                                                                                                                                                                                                                                             | ner Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| GULF Customer Number:                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Service Address:                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| City, State, Zip:                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Daytime Area Code & Telephone Nos.: ( )                                                                                                                                                                                                                                                                    | and/or ( )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Name of Patient Using Equipment:                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Patient's Physician:                                                                                                                                                                                                                                                                                       | tomer names and service addresses of<br>e customers, as provided in the Customer<br>e, or local governmental authorities whose                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Patient's Physician:<br>understand that Gulf may be requested to furnish cust<br>customers who are designated as Medically Essential Service                                                                                                                                                               | tomer names and service addresses of<br>e customers, as provided in the Customer<br>e, or local governmental authorities whose<br>er relief or prevention, or private entities<br>of efforts. I hereby direct Gulf NOT TO<br>Customer Number specified above. I<br>such requesting agency(ies) will <u>not</u> have<br>signation for my electric service specified<br>wish to ensure that information regarding<br>c service is furnished to any such entity,<br>tion myself. I agree to hold Gulf harmless<br>posure of my information including any<br>f disclosure to such requesting entities                     |
| Patient's Physician:                                                                                                                                                                                                                                                                                       | tomer names and service addresses of<br>e customers, as provided in the Customer<br>e, or local governmental authorities whose<br>er relief or prevention, or private entities<br>of efforts. I hereby direct Gulf NOT TO<br>Customer Number specified above. I<br>such requesting agency(ies) will <u>not</u> have<br>signation for my electric service specified<br>wish to ensure that information regarding<br>c service is furnished to any such entity,<br>tion myself. I agree to hold Gulf harmless<br>posure of my information including any<br>f disclosure to such requesting entities                     |
| Patient's Physician:                                                                                                                                                                                                                                                                                       | tomer names and service addresses of<br>e customers, as provided in the Customer<br>e, or local governmental authorities whose<br>er relief or prevention, or private entities<br>of efforts. I hereby direct Gulf NOT TO<br>Customer Number specified above. I<br>such requesting agency(ies) will <u>not</u> have<br>signation for my electric service specified<br>wish to ensure that information regarding<br>c service is furnished to any such entity,<br>tion myself. I agree to hold Gulf harmless<br>bus of disclosure to such requesting entities<br>or prevention.                                        |
| Patient's Physician:                                                                                                                                                                                                                                                                                       | tomer names and service addresses of<br>e customers, as provided in the Customer<br>e, or local governmental authorities whose<br>er relief or prevention, or private entities<br>ef efforts. I hereby direct Gulf NOT TO<br>Customer Number specified above. I<br>such requesting agency(ies) will <u>not</u> have<br>signation for my electric service specified<br>wish to ensure that information regarding<br>c service is furnished to any such entity,<br>tion myself. I agree to hold Gulf harmless<br>posure of my information including any<br>of disclosure to such requesting entities<br>for prevention. |
| Patient's Physician:                                                                                                                                                                                                                                                                                       | tomer names and service addresses of<br>e customers, as provided in the Customer<br>e, or local governmental authorities whose<br>er relief or prevention, or private entities<br>of efforts. I hereby direct Gulf NOT TO<br>Customer Number specified above. I<br>such requesting agency(ies) will <u>not</u> have<br>signation for my electric service specified<br>wish to ensure that information regarding<br>c service is furnished to any such entity,<br>tion myself. I agree to hold Gulf harmless<br>bus of my information including any<br>of disclosure to such requesting entities<br>or prevention.     |

|                                                                                                                                                                                                                         | Original Sheet No. 8.03                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                         | Gulf Work Order No                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                                                                                                                                         | FORMANCE GUARANTY AGREEMENT<br>SIDENTIAL SUBDIVISION DEVELOPMENT<br>Form 38                                                                                                                                                                                                                                                                                                                                                                     |
| This Agreement, made this<br>corporation organized and existing under the lav                                                                                                                                           | day of, 20, by and between<br>(Applicant), and Gulf Power Company (Gulf), a                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                         | WITNESSETH:                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Applicant's property commonly known                                                                                                                                                                                     | nderground electric service distribution facilities to be installed on                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                                                                                                                                         | located in, Florida (the                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Premises"); and<br>City/County)                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Nhereas, the Premises requires an extension of                                                                                                                                                                          | Gulf's present electric distribution system; and                                                                                                                                                                                                                                                                                                                                                                                                |
| Whereas, the number of transformers to be utilize extension within two years is uncertain; and                                                                                                                          | ed and revenue expected to be derived from all or a portion of the                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                                                                                                                                         | Agreement for Residential Subdivision Development (Performance opriate revenue will be derived from the installation of new facilities so                                                                                                                                                                                                                                                                                                       |
| Nhereas, Applicant is agreeable to providing a P                                                                                                                                                                        | erformance Guaranty.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Now, therefore, Gulf and Applicant in consideration                                                                                                                                                                     | on of their mutual covenants and promises do hereby agree as follows:                                                                                                                                                                                                                                                                                                                                                                           |
| A                                                                                                                                                                                                                       | RTICLE I – DEFINITIONS                                                                                                                                                                                                                                                                                                                                                                                                                          |
| designated point of service to the electric meter e                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                                                                                                                                         | to new customers shall be the date of receipt by Gulf of a certificate of<br>rnmental authorities. A transformer shall be considered as "utilized" on<br>luding street lights) from that transformer.                                                                                                                                                                                                                                           |
| 1.03 The Expiration Date shall be defined as the electric service to the extension.                                                                                                                                     | date 5 years from the date Gulf determines it is first ready to render                                                                                                                                                                                                                                                                                                                                                                          |
| ARTICLE II - DETERMINATIO                                                                                                                                                                                               | N OF INITIAL PERFORMANCE GUARANTY AMOUNT                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2.01 Gulf will estimate the total cost of facilities to<br>by the Applicant pursuant to Gulf's Electric Tariff.<br>of transformers required for service. Based upon<br>and manner in which the subdivision is to be dev | nance Guaranty to be determined by Gluf as follows:<br>be installed on the Premises and deduct the amount of contribution pair<br>The remaining amount will be prorated among the total number (<br>Gulf's evaluation of Applicant's construction plans, construction schedule<br>veloped, a prorated amount for each transformer will be required for<br>re service may, in the opinion of Gulf, not be connected within two years<br>service. |
| 2.02 In accordance with the above, the initial Perfo<br>ine extension                                                                                                                                                   | ormance Guaranty amount required by Gulf prior to installing the requestedshall be                                                                                                                                                                                                                                                                                                                                                              |
| · · · · · · · · · · · · · · · · · · ·                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

Original Sheet No. 8.04

#### ARTICLE III - PAYMENT AND REFUND Form 38 (Continue)

3.01 The Applicant shall pay the above specified Performance Guaranty to Gulf to guarantee that the Applicant's development is completed so that all transformers to serve new customers are utilized. This amount may be paid in cash or secured by either a surety bond or irrevocable bank letter of credit in a form acceptable to Gulf.

3.03 If the Performance Guaranty is secured by a surety bond or irrevocable bank letter of credit, the Applicant may provide either an amended or replacement surety bond or irrevocable bank letter of credit in a form acceptable to Gulf at any time to reflect the reduced Performance Guaranty amount as provided for in Section 3.02. If, upon notice of cancellation or prior to expiration of a surety bond or irrevocable bank letter of credit, a replacement surety bond or irrevocable bank letter of credit in a form acceptable to Gulf or payment in cash is not provided by Applicant to Gulf, Gulf will require the third party issuing either of these guaranties to pay the full balance due in accordance with this Agreement in cash. Gulf will continue to refund the Performance Guaranty in accordance with Section 3.02 except such refund will be paid jointly to the Applicant with a copy to the third party.

3.04 Upon written consent from Gulf, the Applicant may replace the balance of any cash Performance Guaranty with a surety bond acceptable to Gulf. Upon receipt of such surety bond, GULF will refund the balance of the cash Performance Guaranty. If a third party has made payment to GULF pursuant to section 3.03, then any such refund will be paid jointly to the Applicant and the designated third party. The check shall be provided to the Applicant with a copy to the third party.

#### **ARTICLE IV - FINAL SETTLEMENT**

Any portion of the Performance Guaranty remaining unrefunded and not eligible for refund under the terms of this Agreement after the Expiration Date will be retained by GULF.

#### **ARTICLE V - TITLE AND OWNERSHIP**

Title to and complete ownership and control over said extensions shall at all times remain with Gulf and Gulf shall have the right to use the same for the purpose of serving other customers or Applicants.

#### **ARTICLE VI - PROCEEDING WITH WORK**

Gulf, upon execution of this Agreement by both parties and receipt of the required Performance Guaranty, will proceed with the extension work as described in the plans and specifications attached as EXHIBIT A, and all work done and materials used shall conform to the methods and practices specified by GULF's engineers.

#### **ARTICLE VII - ENTIRE AGREEMENT**

This Agreement supersedes all previous agreements, or representations, either written or verbal, between GULF and Applicant, made with respect to the matters herein contained, and when duly executed, constitutes the entire agreement between the parties; provided however, that all terms and conditions contained in our Underground Residential Distribution Facilities Installation Agreement dated \_\_\_\_\_\_ relating to the installation of underground facilities shall be adhered to.

ISSUED BY: Tiffany Cohen

**EFFECTIVE:** 

|                                                                                             | Original Sheet No. 8.05                                           |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| ARTICLE VIII - HEIRS, S<br>Form 3                                                           | SUCCESSORS AND ASSIGNS<br>38 (Continue)                           |
| This Agreement shall inure to the benefit of and be bind and assigns of the parties hereto. | ding upon the respective heirs, legal representatives, successors |
| IN WITNESS WHEREOF, the parties have executed thi<br>Charges and Terms Accepted by:         | nis Agreement in duplicate the date first above written.          |
| Applicant (Print/Type Name of Organization)                                                 | GULF POWER COMPANY                                                |
| By:<br>Signature (Authorized Representative)                                                | By:<br>Signature (Authorized Representative)                      |
| (Print or Type Name)                                                                        | (Print or Type Name)                                              |
| Title:                                                                                      | Title:                                                            |
|                                                                                             |                                                                   |
|                                                                                             |                                                                   |
|                                                                                             |                                                                   |
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|                                                                                             |                                                                   |
| ISSUED BY: Tiffany Cohen                                                                    | EFFECTIVE:                                                        |

GULF POWER COMPANY DOCKET NO. 20210015-EI MFR NO. E-14, ATTACHMENT 1 OF 6, PAGE 291 OF 386

> SECTION VIII Special Contracts and Agreements

| Section No. VIII                      |
|---------------------------------------|
| Fourth Revised Sheet No. 8.0          |
| Canceling Third Revised Sheet No. 8.0 |

| PAGE | EFFECTIVE DATE |
|------|----------------|
|      | March 29, 2019 |

Gulf does not presently have in place any special contracts for the sale of electricity.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY DOCKET NO. 20210015-EI MFR NO. E-14, ATTACHMENT 1 OF 6, PAGE 293 OF 386

SECTION IX

Section No. IX Ninth Revised Sheet No.9.1 Canceling Eighth Revised Sheet No.9.1

# **INDEX TO SCHEDULES**

| CLASSIFICATION                                                                                                                                                | SHEET NO.  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Schedule COG-1 – Standard Rate For Purchase of As-Available Energy From<br>Qualifying Cogeneration and Small Power Production Facilities (Qualifying Faciliti | 9.2<br>es) |
| RESERVED FOR FUTURE USE                                                                                                                                       | 9.8        |
| Schedule COG-3- Payments for Purchases of Power from Qualifying Facilities du<br>Generation Capacity Alerts                                                   | ring 9.9   |
| Form 12 – Application for Interconnection of Customer-Owned Generation                                                                                        | 9.33       |
| Standard Interconnection Agreement                                                                                                                            | 9.35       |
| Standard Interconnection Agreement for Customer-Owned Tier 1 Renewable<br>Generation Systems (10 kW or less)                                                  | 9.47       |
| Standard Interconnection Agreement for Customer-Owned Tier 2 Renewable Generation Systems (Greater than 10 kW and Less than or Equal to 100 kW)               | 9.56       |
| Standard Interconnection Agreement for Customer-Owned Tier 3 Renewable Generation Systems (Greater than 100 kW and Less than or Equal to 2MW)                 | 9.66       |
| Schedule QS-2 - Standard Rate for Purchase of Firm Capcacity and Energy from a Renewable Energy Facility or a Qualifying Facility (100 kW or Less)            | 9.81       |
| Standard Offer Contract For Purchase of Firm Capacity<br>and Energy From a Renewable Energy Facility or Small Qualifying Facility                             | 9.100      |
| Standard Interconnection Agreement for Non-Export Parallel Operators 10 MVA<br>Or Less                                                                        | 9.115      |
| ISSUED BY: Tiffany Cohen EFFECTIVE:                                                                                                                           |            |
|                                                                                                                                                               |            |

Section IX Third Revised Sheet No. 9.2 Canceling Second Revised Sheet No. 9.2

#### STANDARD RATE FOR PURCHASE OF AS-AVAILABLE ENERGY FROM QUALIFYING COGENERATION AND SMALL POWER PRODUCTION FACILITIES (QUALIFYING FACILITIES)

#### **SCHEDULE**

COG-1, As-Available Energy

#### AVAILABLE

The Company will purchase energy offered by any Qualifying Facility located within the State of Florida under the provisions of this schedule or at contract negotiated rates as approved by the Florida Public Service Commission.

#### APPLICABLE

To any cogeneration or small power production Qualifying Facility located within the State of Florida producing energy for sale to the Company on an As-Available basis. As-Available Energy is described by Florida Public Service Commission (FPSC) Rule 25-17.0825, F.A.C. and is energy produced and sold by a Qualifying Facility on an hour-by-hour basis for which contractual commitments as to the time, quantity, or reliability of delivery are not required.

#### **CHARACTER OF SERVICE**

Purchase shall be, at the option of the Company, single or three phase, 60 hertz, alternating current at any available standard Company voltage.

#### LIMITATION:

All service pursuant to this schedule is subject to FPSC Rules 25-17.082 through 25-17.091, F.A.C.

#### RATE FOR PURCHASES BY THE COMPANY

#### A. Capacity Rates

Capacity payments to Qualifying Facilities will not be paid under this Rate Schedule. Capacity payments to Qualifying Facilities may be obtained under Rate Schedule QS-2, Firm Capacity and Energy, or pursuant to a negotiated contract.

#### B. Energy Rates

As-Available Energy is purchased at a unit cost, in cents per kilowatt-hour, based on the Company's actual hourly avoided energy costs, before the sale of interchange energy, which is calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C. Customer charges directly attributable to the purchase of As-Available Energy from the Qualifying Facility are deducted from the Qualifying Facility's total monthly energy payment.

Avoided energy costs shall be all costs which the Company avoided due to the purchase of As-Available Energy, including incremental fuel, identifiable variable operation and maintenance expense and identifiable variable utility power purchases. Demonstrable Company administrative costs required to calculate As-Available Energy cost may be deducted from As-Available Energy payments. The calculation of the Company's As-Available Energy cost reflects the delivery of energy from the region of the Company in which the Qualifying Facility is located. Energy payments to Qualifying Facilities located outside the Company's service area shall reflect the region in which the interchange point for the delivery of As-Available Energy is located. All sales shall be adjusted for losses from the point of metering to the point of interconnection. Appendix A provides a description methodology to be used in the calculation of As-Available Energy cost.

#### C. Negotiated Rates

Upon agreement by both the Company and the Qualifying Facility, an alternate contract rate for the purchase of As-Available Energy may be separately negotiated.

**ISSUED BY:** Tiffany Cohen

## **EFFECTIVE:**

Section IX Original Sheet No. 9.2.1

#### ESTIMATED AS-AVAILABLE AVOIDED ENERGY COST

FPL will provide its most recent non-binding estimate of future As-Available avoided cost projections within thirty days of a written request. In addition, As-Available Energy cost payments will include .0130¢/kWh for variable operation and maintenance expenses.

#### DELIVERY VOLTAGE ADJUSTMENT

The Company's actual hourly As-Available Energy costs shall be adjusted according to the delivery voltage by the following multipliers:

| Delivery Voltage              | Adjustment Factor |
|-------------------------------|-------------------|
| Transmission Voltage Delivery | 1.0000            |
| Primary Voltage Delivery      | 1.0110            |
| Secondary Voltage Delivery    | 1.0325            |

#### PROJECTED ANNUAL GENERATION MIX AND FUEL PRICES

Gulf Power's projected annual generation mix may be found on Schedules 5, 6.1 and 6.2 in Gulf Power's Ten Year Site Plan.

#### METERING REQUIREMENTS

The Qualifying Facility shall be required to purchase from the Company the metering equipment necessary to measure its As-Available Energy deliveries to the Company. Unless special circumstances warrant, meters shall be read at monthly intervals on the approximate corresponding day of each meter reading period.

Hourly recording meters shall be required for Qualifying Facilities with an installed capacity of 100 kilowatts or more. Where the installed capacity is less than 100 kilowatts, the Qualifying Facility may select any one of the following options: (a) an hourly recording meter, (b) a dual kilowatt-hour register time-of-day meter, or (c) a standard kilowatt-hour meter.

For Qualifying Facilities with hourly recording meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the Company's actual As-Available Energy rate for each hour during the month; and (2) the quantity of As-Available Energy sold by the Qualifying Facility during that hour.

For Qualifying Facilities with dual kilowatt-hour register time-of-day meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the average of the Company's actual hourly As-Available Energy rates for the on-peak and off-peak periods during the month; and (2) the quantity of As-Available Energy sold by the Qualifying Facility during each respective period.

For Qualifying Facilities with standard kilowatt-hour meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the average of the Company's actual hourly As-Available Energy rate for the off-peak periods during the month; and (2) the quantity of As-Available Energy sold by the Qualifying Facility during the month.

For a time-of-day metered Qualifying Facility, the on-peak hours occur Monday through Friday except holidays, April 1 – October 31 from 12 noon EST to 9:00 P.M. EST and November 1 – March 31 from 6:00 A.M. EST to 10:00 A.M. EST and 6:00 P.M. EST to 10:00 P.M. EST. All hours not mentioned above and all hours of the holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day are off-peak hours.

#### **BILLING OPTIONS**

A Qualifying Facility, upon entering into a contract for the sale of firm capacity and energy or prior to delivery of As-Available Energy to the Company, may elect to make either simultaneous purchases from the Company and sales to the Company, or net sales to the Company. A decision on billing methods may only be changed: 1) when a Qualifying Facility selling As-Available Energy enters into a negotiated contract or Standard Offer Contract for the sale of firm capacity and energy; 2) when a firm capacity and energy contract expires or is lawfully terminated by either the Qualifying Facility or the Company; 3) when the Qualifying Facility is selling As-Available Energy and has not changed billing methods within the last twelve months; 4) when the election to change billing methods will not contravene the provisions of Rule 25-17.0832 or any contract between the Qualifying Facility and the Company.

**ISSUED BY:** Tiffany Cohen

EFFECTIVE:

Section IX Original Sheet No. 9.2.2

If a Qualifying Facility elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days' advance written notice to the Company; 2) the installation by the Company of any additional metering equipment reasonably required to effect the change in billing and upon payment by the Qualifying Facility for such metering equipment and its installation; and 3) upon completion and approval by the Company of any alteration(s) to the interconnection reasonably required to effect the change in billing and upon payment by the Qualifying Facility for such metering equipment and its installation; and 3) upon completion and approval by the Qualifying Facility for such alteration(s).

Payments due a Qualifying Facility will be made monthly, and normally by the twentieth business day following the end of the billing period. A schedule showing the kilowatt-hours sold by the Qualifying Facility and the applicable As-Available Energy rates at which payments are being made shall accompany the payment to the Qualifying Facility.

#### CHARGES TO QUALIFYING FACILITY

#### A. Customer Charges

Monthly customer charges for meter reading, billing and other applicable administrative costs as per applicable Customer Rate Schedule.

#### B. Interconnection Charge for Non-Variable Utility Expenses:

The Qualifying Facility shall bear the cost required for interconnection, including the metering. The Qualifying Facility shall have the option of (i) payment in full for the interconnection costs upon completion of the interconnection facilities (including the time value of money during the construction) and providing a surety bond, letter of credit or comparable assurance of payment acceptable to the Company adequate to cover the interconnection costs, (ii) payment of monthly invoices from the Company for actual costs progressively incurred by the Company in installing the interconnection facilities, or (iii) upon a showing of credit worthiness, making equal monthly installment payments over a period no longer than thirty-six (36) months toward the full cost of interconnection. In the latter case, the Company shall assess interest at the rate then prevailing for the thirty (30) days highest grade commercial paper rate, such rate to be specified by the Company thirty (30) days prior to the date of each installment payment by the Qualifying Facility.

#### C. Interconnection Charge for Variable Utility Expenses:

The Qualifying Facility shall be billed monthly for the cost of variable utility expenses associated with the operation and maintenance of the interconnection facilities. These include (a) the Company's inspections of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the Qualifying Facility if no sales to the Company were involved.

In lieu of payments for actual charges, the Qualifying Facility may pay a monthly charge equal to a percentage of the installed cost of the interconnection facilities necessary for the sale of energy to the Company. The applicable percentages are as follows:

| Equipment Type         | <u>Charge</u> |
|------------------------|---------------|
| Metering Equipment     | 0.070%        |
| Distribution Equipment | 0.819%        |
| Transmission Equipment | 0.125%        |

#### D. <u>Taxes and Assessments</u>

The Qualifying Facility shall be billed monthly an amount equal to any taxes, assessments or other impositions, for which the Company is liable as a result of its purchases of As-Available Energy produced by the Qualifying Facility. In the event the Company receives a tax benefit as a result of its purchases of As-Available Energy produced by the Qualifying Facility, the Qualifying Facility shall be entitled to a refund in an amount equal to such benefit.

#### TERMS OF SERVICE

(1) It shall be the Qualifying Facility's responsibility to inform the Company of any change in the Qualifying Facility's electric generation capability.

**ISSUED BY:** Tiffany Cohen

Section IX Original Sheet No. 9.2.3

- (2) Any electric service delivered by the Company to a Qualifying Facility in the Company's service territory shall be subject to the following terms and conditions:
  - (a) A Qualifying Facility shall be metered separately and billed under the applicable retail rate schedule, whose terms and conditions shall pertain.
  - (b) 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:
    - i) 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.
    - ii) 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.
  - (c) The Company shall specify the point of interconnection and voltage level.
  - (d) The Qualifying Facility must enter into an interconnection agreement with the Company which will, among other things, specify safety and reliability standards for the interconnection to the Company's system. In most instances, the Company's filed Interconnection Agreement for Qualifying Facilities will be used; however, special features of the Qualifying Facility or its interconnection to the Company's facilities may require modifications to the Interconnection Agreement or the safety and reliability standards contained therein.
- (3) Service under this rate schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission.

#### SPECIAL PROVISIONS

- (1) Negotiated contracts deviating from the above standard rate schedule are allowable provided the Company agrees to them and they are approved by the Florida Public Service Commission.
- (2) For a Qualifying Facility inside or outside of the Company's service territory that wishes to contract with another electric utility which is directly or indirectly interconnected with the Company, the Company will, upon request, provide information on the availability and the terms and conditions of the specified desired transmission service for delivery of the Qualifying Facility's power to the purchasing utility or to an intermediate utility. Where wheeling power produced by a Qualifying Facility will impair the Company's ability to give adequate service to the rest of the Company's customers or place an undue burden on the Company, the Company may petition the FPSC for a waiver of this special provision no. 2. Where existing Company transmission capacity does exist, the Qualifying Facility shall be responsible for all costs associated with such transmission service including wheeling charges, line losses incurred by the Company; and inadvertent energy flows resulting from wheeling.
  - (a) The rates, terms and conditions for all of the Company's firm Transmission Service Arrangements are subject to the jurisdiction of Federal Energy Regulatory Commission ("FERC"). The Company will provide the Qualifying Facility, for informational purposes, copies of Transmission Service Agreements which have been previously accepted or approved by the FERC and which govern arrangements similar to the service being requested by the Qualifying Facility.
  - (b) Transmission service arrangements on an if, when and as-available (nonfirm) basis are also subject to the FERC's jurisdiction. Any such arrangement shall be by individualized contract and shall not otherwise interfere with the Company's ability to provide firm retail, firm wholesale and firm transmission service.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:** 

Section IX Original Sheet No. 9.2.4

#### APPENDIX A

# DESCRIPTION OF AS-AVAILABLE ENERGY COST CALCULATION METHODOLOGY

The Company uses a marginal production costing program to calculate As-Available Energy costs. Each hour, actual system data (dispatch fuel costs, system load, generating unit status, interchange schedules, etc.) are automatically provided to the program. The dispatch fuel costs used are based on the average price of replacement fuel purchased in excess of contract minimums in conformance with FPSC Order No. 19548. The program computes a production cost for the base case from these data by economically dispatching available units and available interchange schedules to the desired load level (excludes interchange sales). The program then computes the production cost for the appropriate As-Available Energy block size by redispatching the same energy sources to a higher level; the base case is increased by transmission losses (which reflect the difference in generation levels required to serve load from specific points in the power system). The difference in production costs is divided by the block size to determine the \$/MWh avoided cost. This cost is developed simultaneously for eight geographic areas in the power system. The area prices differs due to changes in transmission losses as the generation required to replace the As-Available Energy block size varies from one location to another.

The as-available block size is based on the average hourly delivery during the prior billing month from all Qualifying Facilities whose energy payments are based on the As-Available Energy cost.

Incremental generating unit operation and maintenance costs are computed annually, coincident with the filing of the October– March fuel factor, based on the methodology approved in FPSC Docket No. 860001-EI-E. The methodology determines the maximum \$/MWh cost for those generating unit cost components which can vary based upon changes in generation levels for units already on-line. Resulting rates are developed by linear regression based on actual data for the prior year, and statistically validated. Marginal operation and maintenance costs for any interchange energy that might be included in the As-Available Energy price are already included in the interchange energy cost.

During unique circumstances, manual adjustments are made to the prices computed by the program:

- a) When gas turbines are on line to serve the Company's load, the cost of the gas turbine energy replaces the calculated As-Available Energy cost. This is necessary when the gas turbines are in the manual mode (i.e., do not respond to system load changes) and therefore would not be included when the program redispatches generating sources.
- b) When internal transmission constraints require the use of higher cost resources within a specific geographic area, the calculated As-Available Energy cost is replaced by the higher cost (for those facilities inside the area whose output would reduce the use of the higher cost resources).
- c) When the delivery of Qualifying Facility output within a geographic area constrains the Company's ability to dispatch economic resources in the area, the calculated As-Available Energy price for the area is reduced to the cost of the resource constrained.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:** 

RESERVED FOR FUTURE USE

Section IX Fifth Revised Sheet No. 9.9 Canceling Fourth Revised Sheet No. 9.9

#### PAYMENTS FOR PURCHASES OF POWER FROM QUALIFYING FACILITIES DURING GENERATION CAPACITY ALERTS

#### **SCHEDULE**

COG-3, Purchase of Power During Generation Capacity Alerts

#### AVAILABLE

Entire service area.

#### **APPLICABLE**

To any Qualifying Facility producing energy for sale to the Company on an As-Available basis.

#### LIMITATIONS

All purchases by the Company pursuant to this Schedule COG-3 are subject to FPSC Rules 25-17.080 through 25-17.087, F.A.C., inclusive, as currently in effect or as they may be amended by the FPSC from time to time.

#### DELIVERY INCENTIVE ADDER FOR SALES TO THE COMPANY

Payments by the Company to QFs for power provided to the Company hereunder shall be the sum of the following:

- (a) The amounts as described in Schedule COG-1, ENERGY RATES; plus
- (b) A Delivery Incentive Adder of \$2.71/MWh, subject to the conditions specified below.

Payments shall be made by the Company in accordance with Schedule COG-1 procedures.

#### CONDITIONS FOR DELIVERY INCENTIVE ADDER

The Company will pay the Delivery Incentive Adder identified above subject to the condition that the Company projects an impending Generation Capacity Alert, defined as a situation whereby the loss of the Company's largest generating unit then on line would cause the Company to purchase emergency power or, if unavailable, interrupt firm native load. The Company's Operating Representative will exercise all reasonable efforts to provide at least four (4) hours' advance notice to each participating QF's Operating Representative prior to the Generation Capacity Alert, and will advise QFs' Operating Representatives of the hours of the Generation Capacity Alert. The Delivery Incentive Adder will be applicable and paid only during those hours when (i) the Company is in a Generation Capacity Alert, (ii) the QF's Operating Representative has, at the time of the Company's provision of notice, firmly committed to the Company all or a specified portion, in megawatts, of the QF's electrical output, and (iii) the QF actually delivers the committed output to the Company during the hours of the Generation Capacity Alert.

#### **RESPONSIBILITIES FOR INSURANCE AND INDEMNIFICATION**

The Company's and each participating QF's respective responsibilities for insurance and indemnification shall be as set forth in their interconnection agreement.

ISSUED BY: Tiffany Cohen

#### **EFFECTIVE:**

## G

| ULF POWER COMPANY                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                           | Section IX<br>Second Revised Sheet No. 9.33<br>Canceling First Revised Sheet No. 9.33                                              |
| GULF POWEI                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                    |
| FORM<br>Application for Interconnection of 0                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                    |
| Customer Name                                                                                                                                                                                                                                                                                                                                                                             | Date of Application                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                    |
| Service Address                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                    |
| Contact Person                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                    |
| Contact Address                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                    |
| Type Generator                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                    |
| Expected Date of Operation                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                    |
| Operating VoltageNet                                                                                                                                                                                                                                                                                                                                                                      | OutputKW                                                                                                                           |
| Phases: [ ]1 [ ]3                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                    |
| On behalf of the above named Customer, I her<br>"Gulf") that Customer intends to construct facilities in or<br>Power on or after the date given above.                                                                                                                                                                                                                                    | reby notice to Gulf Power Company ("Gulf Power",<br>der to operate electric equipment in parallel with Gulf                        |
| On behalf of Customer, I hereby acknowledge r<br>Rules of the Florida Public Service Commission (Rules<br>Code) and Gulf's Standard Interconnection Agreeme<br>9.40.)                                                                                                                                                                                                                     |                                                                                                                                    |
| <ul> <li>electric system without the prior written consent of Gube made by the Customer prior to the installation of a shall be accompanied by the following:</li> <li>(a) Physical layout drawings, including dimension (b)All associated equipment specifications and ratings, basic impulse levels, electrical main protections, frequency, voltage, current and interview.</li> </ul> | ons;<br>d characteristics including technical parameters,<br>one-line diagrams, schematic diagrams, system<br>connection distance; |
|                                                                                                                                                                                                                                                                                                                                                                                           | meter diagrams, conductor sizes and length, and<br>understand the proposed system and to be able to                                |
| <ul> <li>(c) Expected radio-noise, harmonic generation</li> <li>(d) Synchronizing methods; and</li> <li>(e) Operating/instruction manuals.</li> </ul>                                                                                                                                                                                                                                     | and telephone interference factor;                                                                                                 |
| (e) Operating/Instruction manuals.<br>Page 1                                                                                                                                                                                                                                                                                                                                              | of 2                                                                                                                               |
| ISSUED BY: D. L. McCrary EFF                                                                                                                                                                                                                                                                                                                                                              | FECTIVE: October 15, 1991                                                                                                          |

#### Section IX Third Revised Sheet No. 9.34 Canceling Second Revised Sheet No.9.34

Any subsequent change in the system must also be ubmitted for review and written approval prior to actual modification. The above mentioned review, ecommendations and approval by Gulf do not relieve the Customer from complete responsibility for the adequate engineering design, construction and operation of the Customer's equipment and for any liability for injuries to property or persons associated with any failure to perform in a proper and safe manner for any reason.

I understand that in order to interconnect with Gulf Power, Customer is required to bear all costs associated with the change-out, upgrading or addition of protective devices, transformers, lines, services, meters, switches, and associated equipment and devices beyond that which would be directly required to provide normal service to the Customer, if the Customer were a non-generating customer. These costs shall be paid by the Customer to Gulf for all material and labor that is required. Prior to any work being done by Gulf, Gulf shall supply the Customer with a written good faith cost estimate of all its required materials and labor and a good faith estimate of the date by which construction of the interconnection will be completed. This estimate shall be provided to the Customer within 60 days after the Customer supplies Gulf with its final electrical plans. Gulf shall also provide project timing and feasibility information to the Customer.

I understand that in order to obtain Gulf Power's written consent to operate electric generating equipment in parallel with Gulf's electric system, Customer must have complied with the standards for safety and interconnection set forth in Rule 25-17.087(6)-(9) F.A.C. (attached); and in the case of Distributed Resources of 10 MVA and less, must have complied with the provisions of IEEE 1547, have provided Gulf with a copy of Customer's filing with the Federal Energy Regulatory Commission of any and all necessary information required thereby; and have signed an Interconnection Agreement with Gulf Power.

Customer

By:\_\_\_\_

Its authorized representative

Accepted:

Representative of Gulf Power Company

Page 2 of 2

ISSUED BY: Susan N. Story

EFFECTIVE: December 20, 2006

#### Section IX Second Revised Sheet No. 9.35 Canceling First Revised Sheet No. 9.35

#### GULF POWER COMPANY STANDARD INTERCONNECTION AGREEMENT

Gulf Power Company, hereinafter referred to as the Company", agrees to interconnect with

\_\_\_\_\_the "Customer" whose behalf the Application for Interconnection of Customer.

Owned Generation (Gulf Power Company Form 12, Tariff Sheets 9.33.9.34) dated \_\_\_\_

was submitted, hereinafter referred to as the "QF" or "Distributed Resource,,, subject to the following provisions:

1. Facility

The QF's or Distributed Resource's generating facility, hereinafter referred to as 'Facility', is located at

within the Company's service territory. The QF or Distributed Resource

intends to have its Facility installed and operational on or about \_\_\_\_\_\_. The QF

Distributed Resource shall provide the Company reasonable prior notice of the Facility's initial operation, and it shall

cooperate with the Company to arrange initial deliveries of power to the Company's system.

Unless the generator is classified as a Distributed Resources of 10 MVA or less, the Facility has been or will be certified as a Qualifying Facility pursuant to the rules and regulations of the Florida Public Service Commission (FPSC) or the Federal Energy Regulatory Commission (FERC). The QF shall maintain the qualifying status of the Facility throughout the term of the interconnection and any associated contracts for either capacity or energy or both.

2. <u>Construction Activities</u>

The QF or Distributed Resource shall provide the Company with written instructions to proceed with construction of the interconnection facilities as described in this Agreement at least 24 months prior to the date on which the facilities shall be completed. The Company agrees to complete the interconnection facilities as described in this Agreement within 24 months of receipt of written instructions to proceed.

Upon the parties' agreement as to the appropriate interconnection design requirements, and receipt of written instructions to proceed from the QF or Distributed Resource, the Company shall design and perform orcause to be performed all of the work necessary to interconnect the Facility with the Company's system.

Section IX Second Revised Sheet No. 9.36 Canceling First Revised Sheet No. 9.36

The QF or Distributed Resource agrees to pay the Company all expenses incurred by the Company to design, construct, operate, maintain and repair the interconnection facilities necessary for integration of the Facility into the Company's electrical system. Such interconnection costs shall not include any costs which the Company would otherwise incur if it were not engaged in interconnected operations with the QF or Distributed Resource but instead simply provided the electric power requirements of the Facility with electricity either generated by the Company or purchased from another source.

The QF or Distributed Resource agrees to pay the costs for complete interconnection work () within 30 days after the Company notifies the QF or Distributed Resource that such interconnection work has been completed or () payable in (up to 36) \_\_\_\_\_ monthly installments, plus interest on the outstanding balance calculated at the 30-day highest grade commercial paper rate in effect 30 days prior to the date each payment is due, with the first such installment payment being due 30 days after the Company notifies the QF or Distributed Resource that such interconnection work has been completed.

In the event the QF or Distributed Resource notifies the Company in writing to cease interconnection work before its completion, the QF shall be obligated to reimburse the Company in full for the interconnection costs incurred up to the date such notification is received.

#### 3. <u>Cost Estimates</u>

Attached hereto as Exhibit A and incorporated herein by this reference, is a document entitled, "QF or Distributed Resource Interconnection Cost Estimates" prepared by the Company at the request of the QF or Distributed Resource pursuant the provisions of Rule 25-17.087(10) F.AC. and the Company's Form 12 "Application for Interconnection of Customer-Owned Generation" (Retail Tariff Sheets 9.33-9.34.) The parties agree that the cost of the interconnection work contained in Exhibit A is a good faith estimate of the actual cost to be incurred.

#### 4. <u>Technical Requirements and Operations</u>

The parties agree that the QF's or Distributed Resource's interconnection with, and delivery of electricity into, the Company's system must be accomplished in accordance with the provisions in Rule 25-17.087(6)-(9) F.A.C., adopted by the FPSC in Order No. 23623, Docket No. 891049-EU. For a Distributed Resource that is 10 MVA or less in size, the generator's interconnection with the Company's system must also be accomplished in accordance with the provisions of the IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems that is in effect at the time of construction. Prior to initial synchronization with the Company's system, the QF or Distributed Resource must obtain written consent from the Company to operate electric generating equipment in parallel with the Company's electric system.

ISSUED BY: Susan N. Story

EFFECTIVE: December 20, 2006

Section IX Second Revised Sheet No. 9.37 Canceling First Revised Sheet No. 9.37

The QF or Distributed Resource agrees to require that the Facility operator immediately notify the Company's System Dispatcher by telephone in the event hazardous or unsafe conditions associated with the parties' parallel operations are discovered. If such conditions are detected by the Company, then the Company will likewise immediately contact the operator of the Facility by telephone. Each party agrees to immediately take whatever appropriate corrective action is necessary to correct the hazardous or unsafe conditions.

To the extent the Company reasonably determines the same to be necessary to ensure the safe operation of the Facility or to protect the integrity of the Company's system, the QF or Distributed Resource agrees to reduce power generation or take other appropriate actions.

#### 5. <u>Interconnection Facilities</u>

The interconnection facilities shall include the items listed in Exhibit B, which is made an integral part of this Agreement.

Interconnection facilities on the Company's side of the ownership line with the QF or Distributed Resource shall be owned, operated, and maintained by the Company. The QF or Distributed Resource shall be responsible for the cost of designing, installing, operating and maintaining the interconnection facilities on the QF's or Distributed Resource's side of the ownership line as indicated in Exhibit C. The QF shall be responsible for establishing and maintaining controlled access by third parties to the interconnection facilities.

## 6. Operation and Maintenance Payments

The Company will separately invoice the QF or Distributed Resource monthly for all costs associated with the operation, and maintenance of the interconnection facilities. The QF or Distributed Resource agrees to pay the company within 20 days of receipt of each such invoice.

## 7. <u>Site Access</u>

In order to help ensure the continuous, reliable and compatible operation of the Facility with the Company's system, the QF or Distributed Resource hereby grants to the Company for the period of interconnection the reasonable right of ingress and egress, consistent with the safe operation of the Facility, over property owned or controlled by the

**ISSUED** BY: Susan N. Story

Section IX Second Revised Sheet No. 9.38 Canceling First Revised Sheet No. 9.38

QF or Distributed Resource to the extent the Company deems such ingress and egress necessary in order to examine, test, calibrate, coordinate, operate, or maintain or repair any interconnection equipment involved in the parallel operation of the Facility and the Company's system, including the Company's metering equipment.

## 8. <u>Construction Responsibility</u>

In no event shall any Company statement, representation, or lack thereof, either expressed or implied, relieve the QF or Distributed Resource of its exclusive responsibility for the Facility. Specifically, any Company inspection of the Facility shall not be construed neither as confirming or endorsing the Facility's design or its operation or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Facility's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any Facility equipment or procedure.

#### 9. <u>Insurance</u>

The QF or Distributed Resource agrees to indemnify and save harmless the Company, its subsidiaries or affiliates, and their respective employees, officers, and directors, against any and all liability, loss, damage, cost or expense which the Company, its subsidiaries, affiliates, and their respective employees, officers, and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the QF or Distributed Resource in performing its obligations pursuant to this Agreement or the QF's or Distributed Resources' failure to abide by the provision of this Agreement. The Company agrees to indemnify and save harmless the QF or Distributed Resource against any and all liability, loss, damage, cost or expense which the QF or Distributed Resource may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company in performing its obligation pursuant to this Agreement or the Company's failure to abide by the provisions of this Agreement. The Company by reason of negligence on the part of the Company in performing its obligation pursuant to this Agreement or the Company's failure to abide by the provisions of this Agreement. The QF or Distributed Resource agrees to include the Company as an additional named insured in any liability insurance policy or policies the QF or Distributed Resource obtains to protect the QF's or Distributed Resource's interests with respect to the QF's or Distributed Resource's indemnity and hold harmless assurances to parties contained in this Section.

Govermental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover any obligations of indemnification; and/or such other information as the Company may deem necessary and relevant. Notwithstanding anything to the contrary in the Company's tariff, any obligation of indemnification therein required of a Customer, Applicant, Distributed Resource, or QF, that is a governmental entity of the State of Florida or political subdivision thereof, shall be read to include the condition "to the extent permitted by applicable law."

ISSUED BY: Tiffany Cohen

Section IX First Revised Sheet No. 9.39 Canceling Original Sheet No. 9.39

The QF or Distributed Resource shall deliver to the Company at least fifteen days prior to the start of any interconnection work, a certificate of insurance certifying the QF's or Distributed Resource's coverage under a liability insurance policy issue by a reputable insurance company authorized to do business in the State of Florida, protecting and indemnifying the QF or Distributed Resource, and the Company as an additional named insured, their officers, employees, and representatives, against all liability and expense on account of claims and suits for injuries or damages to persons or property arising out of the interconnection to the QF or Distributed Resource, or caused by operation of any of the QF's or Distributed Resource's equipment or by the QF's or Distributed Resource's failure to maintain the Facility's equipment in satisfactory and safe operating conditions, or otherwise arising out of the performance by the QF or Distributed Resource of the duties and obligations arising under the terms and conditions of this Agreement.

The policy providing such coverage shall provide comprehensive general liability insurance, including property damage, with limits in an amount not less than \$1,000,000 for each occurrence. In addition, the above required policy shall be endorsed with a provision whereby the insurance company will notify the Company within thirty days prior to the effective date of cancellation or a material change in the policy. The QF or Distributed Resource shall pay all premiums and other charges required or due in order to maintain such coverage as required under this section in force during the entire period of interconnection with the Company.

#### 10. <u>Electric Service to the QF or Distributed Resource</u>

The Company will provide the class or classes of electric service requested by the QF or Distributed Resource, to the extent that they are consistent with applicable tariffs, provided, however, that interruptible service will not be available under circumstances where interruptions would impair the QF's or Distributed Resource's ability to generate and deliver electricity to the Company.

| GULF | POWER | COMPANY |
|------|-------|---------|
|------|-------|---------|

|          |                                           | Section IX<br>Second Revised Sheet No. 9.40<br>Canceling First Revised Sheet No. 9.40 |
|----------|-------------------------------------------|---------------------------------------------------------------------------------------|
| 11.      | Notification                              |                                                                                       |
|          | For purpose of making emergency or        | any communications relating to the operation of the Facility, under the               |
| provisio | ons of this Agreement, the parties design | nate the following people for notification:                                           |
|          | For Gulf:                                 |                                                                                       |
|          |                                           | Phone:                                                                                |
|          | For QF or Distributed Resource:           |                                                                                       |
|          |                                           |                                                                                       |
|          |                                           | Phone:                                                                                |
| IN WITI  | NESS WHEREOF. the QF or Distributed       | d Resource and the Company executed this Agreement this                               |
|          | ,,,                                       | ······································                                                |
|          |                                           |                                                                                       |
|          |                                           |                                                                                       |
| OF or L  | Distributed Resource                      |                                                                                       |
| Ву:      | (Signature)                               |                                                                                       |
|          |                                           |                                                                                       |
|          | (Print or Type Name)                      |                                                                                       |
| Title:   |                                           |                                                                                       |
|          |                                           |                                                                                       |
|          | POWER COMPANY                             |                                                                                       |
| GOLI I   |                                           |                                                                                       |
| By:      |                                           |                                                                                       |
|          | (Signature)                               |                                                                                       |
| -        | (Print or Type Name)                      |                                                                                       |
| Title:   |                                           | -                                                                                     |
| Date:    |                                           | -                                                                                     |
| ISSUED   | BY: Mark Crosswhite                       | EFFECTIVE: April 11, 2012                                                             |
|          |                                           |                                                                                       |

Section No. IX Fourth Revised Sheet No. 9.47 Canceling Third Revised Sheet No. 9.47

## STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED TIER 1 RENEWABLE GENERATION SYSTEMS (10 kW or less)

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 9 | March 29, 2019 |

Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of \_\_\_\_\_\_\_, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

## 1. Facility Requirements

The Customer's Facility is located at \_\_\_\_\_

within

the Company's service area. The Customer intends to have its Facility installed and operational on or about\_\_\_\_\_\_, \_\_\_\_\_.

- a. To qualify for expedited interconnection as a Tier 1 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
  - i. Does not exceed 90% of the Customer's utility distribution service rating; and
  - ii. is 10kW or less.

The Facility's Gross Power Rating is \_\_\_\_\_.

- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:
  - i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
  - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

Section No. IX Fourth Revised Sheet No. 9.48 Canceling Third Revised Sheet No. 9.48

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 9 | March 29, 2019 |

(Continued from Tier 1, Sheet No. 9.47)

- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

## 2. Interconnection Application

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, <u>www.gulfpower.com</u>). Upon the customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the customer's request.

## 3. Construction Codes and Standards

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

## 4. Inspection Requirements

a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

Section No. IX Fourth Revised Sheet No. 9.49 Canceling Third Revised Sheet No. 9.49

| PAGEEFFECTIVE DATE3 of 9March 29, 2019 |
|----------------------------------------|
|----------------------------------------|

(Continued from Tier 1, Sheet No. 9.48)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the Customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch, if available, or disconnect the meter.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.

Section No. IX Fourth Revised Sheet No. 9.50 Canceling Third Revised Sheet No. 9.50

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 4 of 9 | March 29, 2019 |

(Continued from Tier 1, Sheet No. 9.49)

## 5. Modifications/Additions to the Facility

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If an increase in the Facility's Gross Power Rating causes the Facility to fall under Tier 2 or Tier 3, as defined by Rule 25-6.065(4)(a), this Agreement shall terminate and the Customer shall be required to execute and comply with the requirements set forth in the Standard Interconnection Agreement for the applicable Tier. Upon termination, this Agreement shall be without force and effect and shall be superseded by the terms of the new Standard Interconnection Agreement for the applicable Tier.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

## 6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

## 7. Indemnity for Loss to Third Parties

- a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
- b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

Section No. IX Fifth Revised Sheet No. 9.51 Canceling Fourth Revised Sheet No. 9.51

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 5 of 9 |                |

(Continued from Tier 1, Sheet No. 9.50)

## 8. Customer Insurance

As a Tier 1 generator, the Customer is not required by law to obtain general liability insurance for damage to persons or property resulting from the operation of the Facility. Nevertheless, the Company strongly recommends that the Customer obtain a general liability insurance rider for personal and property damage in an amount of no less than \$100,000 per occurrence.

## 9. Manual Disconnect Switch

- a. U.L.1741 Listed, inverter-based Tier 1 customer-owned renewable generation systems, by law, do not require a customer-installed manual disconnect switch. However, the Company strongly recommends installation of such a disconnect switch.
- b. For other customer-owned Tier 1 renewable generation systems that are not U.L.1741 inverter based, the Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will, at a minimum leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be reclosed by the Company as soon as practicable once the conditions necessitating the disconnection set.

## 10. Conditions Warranting Disconnection of the Customer's Facility

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company; and/or
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company.

Section No. IX Fourth Revised Sheet No. 9.52 Canceling Third Revised Sheet No. 9.52

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 6 of 9 | March 29, 2019 |

(Continued from Tier 1, Sheet No. 9.51)

## 11. Net Metering

The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

## 12. Renewable Energy Certificates

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

## 13. Administrative Requirements

- Within ten (10) business days of receipt of the Customer's Interconnection Application a. the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The documents required to be submitted in connection with the Interconnection Application shall, at a minimum, include technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement. If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).
- b. The Company will execute this Standard Interconnection Agreement within thirty (30) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself, a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement, technical

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(Continued from Tier 1, Sheet No. 9.52)

design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.

c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt of the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

## 14. Change in Facility Ownership

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

## 15. Retail Purchase of Electricity

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service

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(Continued from Tier 1, Sheet No. 9.53)

Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

## 16. Dispute Resolution

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

## 17. Amendments to Public Service Commission Rules

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

## 18. Incorporation of Company Tariff

The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated herein by reference.

## 19. Termination

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

## 20. Entire Agreement

This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

## 21. No Extension of Credit

In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this Agreement.

|         |                       |                      | Section No. IX<br>Fourth Revised Shee<br>Canceling Third Revis |                                                                     |
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|         |                       |                      | PAGE<br>9 of 9                                                 | EFFECTIVE DATE<br>March 29, 2019                                    |
| (Contin | ued from Schedule Tie | r 1, Sheet No. 9.54) |                                                                |                                                                     |
| 22.     | Official Notification |                      |                                                                |                                                                     |
|         |                       |                      |                                                                | n relating to the operation of the signate the following people for |
|         | For the Company:      |                      |                                                                | _                                                                   |
|         | -                     |                      |                                                                | -                                                                   |
|         | -                     |                      |                                                                | -                                                                   |
|         | For the Customer:     |                      |                                                                | -                                                                   |
|         | -                     |                      |                                                                |                                                                     |
|         | -                     |                      |                                                                |                                                                     |
|         | GULF POWER CON        | PANY                 |                                                                |                                                                     |
|         | Ву:                   |                      |                                                                |                                                                     |
|         |                       | (Signature)          |                                                                |                                                                     |
|         | (F                    | rint or Type Name)   |                                                                |                                                                     |
|         | Title:                |                      |                                                                |                                                                     |
|         | Date:                 |                      |                                                                |                                                                     |
|         |                       |                      |                                                                |                                                                     |
|         | CUSTOMER              |                      |                                                                |                                                                     |
|         | Ву:                   | (Signature)          |                                                                |                                                                     |
|         |                       |                      |                                                                |                                                                     |
|         | (Pr<br>Title:         | nt or Type Name)     |                                                                |                                                                     |
|         | Date:                 |                      |                                                                |                                                                     |
| ISSL    | JED BY: Charles S. B  | oyett                |                                                                |                                                                     |
|         |                       | <b>,</b>             |                                                                |                                                                     |

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## STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED TIER 2 RENEWABLE GENERATION SYSTEMS (Greater than 10 kW and Less than or Equal to 100 kW)

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Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of \_\_\_\_\_\_\_, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

## 1. Facility Requirements

The Customer's Facility is located at

, within the

Company's service area. The Customer intends to have its Facility installed and operational on or about\_\_\_\_\_\_

- a. To qualify for expedited interconnection as a Tier 2 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
  - i. Does not exceed 90% of the Customer's utility distribution service rating; and
  - ii. is greater than 10 kW and less than or equal to 100 kW.

The Facility's Gross Power Rating is \_\_\_\_\_.

- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:
  - i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
  - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

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(Continued from Tier 2, Sheet No. 9.56)

- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

## 2. Interconnection Application

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, <u>www.gulfpower.com</u>). Upon the Customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the Customer's request.

## 3. Construction Codes and Standards

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

## 4. Inspection Requirements

a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

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(Continued from Tier 2, Sheet No. 9.57)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the Customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.

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(Continued from Tier 2, Sheet No. 9.58)

## 5. Modifications/Additions to the Facility

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If an increase in the Facility's Gross Power Rating causes the Facility to fall under Tier 3, as defined by Rule 25-6.065(4)(a), this Agreement shall terminate and the Customer shall be required to execute and comply with the requirements set forth in the Standard Interconnection Agreement for Tier 3 customers. Upon termination, this Agreement shall be without force and effect and shall be superseded by the terms of the new Standard Interconnection Agreement for the applicable Tier.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

## 6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

## 7. Indemnity for Loss to Third Parties

- a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
- b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

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# 8. Customer Insurance

The Customer shall acquire and maintain in force general liability insurance in an amount of no less than one million dollars (\$1,000,000) per occurrence for damage to persons or property resulting from operation of the Facility. The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Facility as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within thirty (30) days of any policy renewal.

# 9. Manual Disconnect Switch

The Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. If advanced notice is not practicable under the circumstances, the Company will, at a minimum, leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection set of exist.

# 10. Conditions Warranting Disconnection of the Customer's Facility

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company;
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company; and/or
- d. Failure of the Customer to maintain the required insurance coverage.

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# 11. Standard Application Fee

The Customer shall pay the Company a one-time non-refundable application fee of \$477.

# 12. Net Metering

The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

# 13. **Renewable Energy Certificates**

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

# 14. Administrative Requirements

Within ten (10) business days of receipt of the Customer's Interconnection Application, a. the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The items required to be submitted in connection with the Interconnection Application shall, at a minimum, include the application fee; proof of insurance; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement; and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement. If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).

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(Continued from Tier 2, Sheet No. 9.61)

- b. The Company will execute this Standard Interconnection Agreement within thirty (30) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself; the application fee; proof of insurance; a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.
- c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt of the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

# 15. Change in Facility Ownership

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

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# 16. Retail Purchase of Electricity

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

# 17. Dispute Resolution

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

# 18. Amendments to Public Service Commission Rules

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

# 19. Incorporation of Company Tariff

The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated herein by reference.

# 20. <u>Termination</u>

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

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# 21. Entire Agreement

This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

# 22. No Extension of Credit

In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this Agreement.

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(Continued from Tier 2, Sheet No. 9.64)

# 23. Official Notification

For the purpose of making emergency or other communication relating to the operation of the Facility under the provisions of this agreement, the parties designate the following people for said notification:

| For the Company:      |                      |  |
|-----------------------|----------------------|--|
|                       |                      |  |
|                       |                      |  |
|                       |                      |  |
| For the Customer:     |                      |  |
|                       |                      |  |
|                       |                      |  |
|                       |                      |  |
| GULF POWER CO         | MPANY                |  |
| Ву:                   |                      |  |
|                       | (Signature)          |  |
|                       | (Print or Type Name) |  |
| Title:                |                      |  |
| Date:                 |                      |  |
|                       |                      |  |
| CUSTOMER              |                      |  |
| Ву:                   |                      |  |
|                       | (Signature)          |  |
|                       | (Print or Type Name) |  |
| Title:                |                      |  |
| Date:                 |                      |  |
|                       |                      |  |
| ISSUED BY: Charles S. | Boyett               |  |

Section No. IX Third Revised Sheet No. 9.66 Canceling Second Revised Sheet No. 9.66

# STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED TIER 3 RENEWABLE GENERATION SYSTEMS (Greater than 100 kW and Less than or Equal to 2 MW)

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within

Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of \_\_\_\_\_\_\_, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

# 1. Facility Requirements

The Customer's Facility is located at \_

the Company's service area. The Customer intends to have its Facility installed and operational on or about\_\_\_\_\_\_,

- a. To qualify for expedited interconnection as a Tier 3 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
  - i. Does not exceed 90% of the Customer's utility distribution service rating; and
  - ii. is greater than 100 kW and less than or equal to 2 MW.

The Facility's Gross Power Rating is \_\_\_\_\_.

- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the following codes and standards, as applicable:
  - i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
  - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

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- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

# 2. Interconnection Application

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, <u>www.gulfpower.com</u>). Upon the Customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the Customer's request.

# 3. Construction Codes and Standards

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

# 4. Inspection Requirements

a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

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- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its customers. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.

Section No. IX Fourth Revised Sheet No. 9.69 Canceling Third Revised Sheet 9.69

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(Continued from Tier 3, Sheet No. 9.68)

# 5. Modifications/Additions to the Facility

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If Facility's Gross Power Rating is increased beyond 2 MW, this Agreement shall terminate and the interconnection will be addressed by a separate process not covered under the Tier 1, Tier 2 or Tier 3 agreements.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

# 6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

# 7. Indemnity for Loss to Third Parties

- a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
- b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

Section No. IX Third Revised Sheet No. 9.70 Canceling Second Revised Sheet No. 9.70

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(Continued from Tier 3, Sheet No. 9.69)

# 8. Customer Insurance

The Customer shall acquire and maintain in force general liability insurance in an amount of no less than two million dollars (\$2,000,000) per occurrence for damage to persons or property resulting from operation of the Facility. The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Facility as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within thirty (30) days of any policy renewal.

# 9. Manual Disconnect Switch

The Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. If advanced notice is not practicable under the circumstances, the Company will, at a minimum leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

# 10. Conditions Warranting Disconnection of the Customer's Facility

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company;
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company; and/or
- d. Failure of the Customer to maintain the required insurance coverage.

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(Continued from Tier 3, Sheet No. 9.70)

# 11. Application Fee and Interconnection Study Charge

The Customer shall pay the Company a one-time non-refundable application fee of \$477. In addition, if the Company determines upon reviewing the Customer's Interconnection Application that an interconnection study is needed, the Customer shall pay the Company an interconnection study charge deposit of \$2,680 within fourteen (14) days of the Company's request. In the event that the expenses incurred by the Company in conducting the interconnection study are less than the deposit, the Company shall refund the difference to the Customer within sixty (60) days of completing the interconnection study. If, as a result of any interconnection study that is performed, it is determined that the Company's system or associated equipment must be expanded or costs must be incurred to accommodate the safe and reliable operation of the Facility on an interconnected basis with the Company, the Customer may be liable for charges to make such expansion or recoup such costs. Any such charges shall be not be assessed against the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h).

# 12. Net Metering

The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

# 13. Renewable Energy Certificates

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

# 14. Administrative Requirements

a. Within ten (10) business days of receipt of the Customer's Interconnection Application the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The items required to be submitted in connection with the

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Interconnection Application shall, at a minimum, include the application fee; the Interconnection Study Charge Deposit; proof of insurance; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement; and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement.

If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).

- b. The Company will execute this Standard Interconnection Agreement within ninety (90) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself; the application fee; the Interconnection Study Charge Deposit; proof of insurance; a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.
- c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt by the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

Section No. IX Fourth Revised Sheet No. 9.73 Canceling Third Revised Sheet No. 9.73

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(Continued from Tier 3, Sheet No. 9.72)

# 15. Change in Facility Ownership

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

# 16. Retail Purchase of Electricity

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

# 17. Dispute Resolution

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

# 18. Amendments to Public Service Commission Rules

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

Section No. IX Fourth Revised Sheet No. 9.74 Canceling Third Revised Sheet No. 9.74

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# 19. Incorporation of Company Tariff

The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated herein by reference.

# 20. <u>Termination</u>

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

# 21. Entire Agreement

This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

# 22. No Extension of Credit

In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this Agreement.

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(Continued from Tier 3, Sheet No. 9.74)

# 23. Official Notification

For the purpose of making emergency or other communication relating to the operation of the Facility under the provisions of this agreement, the parties designate the following people for said notification:

| For the C    | Company:     |                      |          |
|--------------|--------------|----------------------|----------|
|              |              |                      |          |
|              |              |                      |          |
|              |              |                      |          |
| For the C    | Customer:    |                      |          |
|              |              |                      |          |
|              |              |                      |          |
|              |              |                      |          |
| GULF PO      | OWER CO      | MPANY                |          |
| By:          |              |                      |          |
|              |              | (Signature)          | -        |
|              |              |                      |          |
|              |              | (Print or Type Name) |          |
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| Date:        |              |                      | -        |
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| CUSTON       | <b>IER</b>   |                      |          |
| By:          |              |                      | _        |
|              |              | (Signature)          |          |
|              |              | (Print or Type Name) |          |
| Title:       |              |                      | -        |
| Date:        |              |                      | <u>-</u> |
|              |              |                      |          |
| ISSUED BY: ( | Charles S. I | Boyett               |          |
|              |              |                      |          |

Section No. IX Fifth Revised Sheet No. 9.81 Canceling Fourth Revised Sheet No 9.81

RATE SCHEDULE QS-2 APPENDIX A TO THE STANDARD OFFER CONTRACT

#### STANDARD RATE FOR PURCHASE OF FIRM CAPACITY AND ENERGY FROM A RENEWABLE ENERGY FACILITY OR A QUALIFYING FACILITY WITH A DESIGN CAPACITY OF 100 KW OR LESS

# **SCHEDULE**

QS-2, Firm Capacity and Energy

# <u>AVAILABLE</u>

The Company will, under the provisions of this Schedule and the Company's "Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility with a design capacity of 100 KW or less" ("Standard Offer Contract"), purchase firm capacity and energy offered by a Renewable Energy Facility specified in Section 366.91, Florida Statutes or by a Qualifying Facility with a design capacity of 100 KW or less as specified in FPSC Rule 25-17- 0832(4) and which is either directly or indirectly interconnected with the Company.Both of these types of facilities shall also be referred to herein as Qualified Seller or "QS".

The Company will petition the FPSC for closure upon any of the following as related to the generating unit upon which this standard offer contract is based i.e. the Avoided Unit : (a) a request for proposals (RFP) pursuant to Rule 25-22.082, F.A.C., is issued, (b) the Company files a petition for a need determination or commences construction of the Avoided Unit when the generating unit is not subject to Rule 25-22.082, F.A.C., or (c) the generating unit upon which the standard offer contract is based is no longer part of the utility's generation plan, as evidenced by a petition to that effect filed with the Commission or by the utility's most recent Ten Year Site Plan.

# **APPLICABLE**

To Renewable Energy Facilities as specified in Section 366.91, Florida Statutes producing capacity and energy from qualified renewable resources for sale to the Company on a firm basis pursuant to the terms and conditions of this schedule and the Company's "Standard Offer Contract". Firm Renewable Capacity and Renewable Energy are capacity and energy produced and sold by a QS pursuant to the Standard Offer Contract provisions addressing (among other things) quantity, time and reliability of delivery.

To Qualifying Facilities ("QF"), with a design capacity of 100 KW or less, as specified in FPSC Rule 25-17.0832(4)(a) producing capacity and energy for sale to the Company on a firm basis pursuant to the terms and conditions of this schedule and the Company's "Standard Offer Contract", Firm Capacity and Energy are described by FPSC Rule 25- 17.0832, F.A.C., and are capacity and energy produced and sold by a QF pursuant to the Standard Offer Contract provisions addressing (among other things) quantity, time and reliability of delivery.

# CHARACTER OF SERVICE

Purchases within the territory served by the Company shall be, at the option of the Company, single or three phase, 60 hertz alternating current at any available standard Company voltage. Purchases from outside the territory served by the Company shall be three phase, 60 hertz alternating current at the voltage level available at the interchange point between the Company and the entity delivering the Firm Energy and Capacity from the QS.

# **LIMITATION**

Purchases under this schedule are subject to Section 366.91, Florida Statutes and/or FPSC Rules 25-17.0832 through 25-17.091, F.A.C., and 25-17.200 through 25-17.310 F.A.C and are limited to those Facilities which:

- A. Commit to commence deliveries of firm capacity and energy no later than the in-service date of the Avoided Unit, as detailed in Appendix II, and to continue such deliveries for a period of at least 10 years up to a maximum of the life of the avoided unit;
- B. Are not currently under contract with the Company or with any other entity for the Facility's output for the period specified above

ISSUED BY: Tiffany Cohen EFFECTIVE: June 9, 2020

Section No. IX Original Sheet No. 9.81.1

### RATES FOR PURCHASES BY THE COMPANY

Firm Capacity and Energy are purchased at a unit cost, in dollars per kilowatt per month and cents per kilowatthour, respectively, based on the capacity required by the Company. For the purpose of this Schedule, an Avoided Unit has been designated by the Company, and is detailed in Appendix II to this Schedule. Appendix I to this Schedule describes the methodology used to calculate payment schedules, applicable to the Company's Standard Offer Contract filed and approved pursuant to Section 366.91, Florida Statutes and to FPSC Rules 25-17.082 through 25-17.091, F.A.C and 25-17.200 through 25-17.310, F.A.C.

### A. Firm Capacity Rates

Options A through E are available for payment of firm capacity which is produced by a QS and delivered to the Company. Once selected, an option shall remain in effect for the term of the Standard Offer Contract with the Company. A payment schedule, for the normal payment option as shown below, contains the monthly rate per kilowatt of Firm Capacity which the QS has contractually committed to deliver to the Company and is based on a contract term which extends ten (10) years beyond the in-service date of the Avoided Unit. Payment schedules for other contract terms, as specified in Appendix E, will be made available to any QS upon request and may be calculated based upon the methodologies described in Appendix I. The currently approved parameters used to calculate the schedule of payments are found in Appendix II to this Schedule.

#### Adjustment to Capacity Payment

The firm capacity rates will be adjusted to reflect the impact that the location of the QS will have on GULF POWER system reliability due to constraints imposed on the operation of GULF POWER transmission tie lines.

Appendix III shows, for illustration purposes, the factors that would be used to adjust the firm capacity rate for different geographical areas. The actual adjustment would be determined on a case-by-case basis. The amount of such adjustment, as well as a binding contract rate for firm capacity, shall be provided to the QS within sixty days of GULF POWER execution of the signed Standard Offer Contract.

### **Option A - Fixed Value of Deferral Payments - Normal Capacity**

Payment schedules under this option are based on the value of a single year purchase with an in-service date of the Avoided Unit, as described in Appendix I. Once this option is selected, the current schedule of payments shall remain fixed and in effect throughout the term of the Standard Offer Contract.

Issued by: Tiffany Cohen

### **Option B - Fixed Value of Deferral Payments - Early Capacity**

Payment schedules under this option are based upon the early capital cost component of the value of a year-byyear deferral of the Company's Avoided Unit provided; however, that under no circumstances may payments begin before the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. When this option is selected, the capacity payments shall be made monthly commencing no earlier than the Capacity Delivery Date of the QS and calculated using the methodology shown on Appendix I.

The QS shall select the month and year in which the deliveries of firm capacity and energy to the Company are to commence and capacity payments are to start. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in AppendixE.

#### **Option C - Fixed Value of Deferral Payment - Levelized Capacity**

Payment schedules under this option are based upon the levelized capital cost component of the value of a yearby-year deferral of the Company's Avoided Unit. The capital portion of capacity payments under this option shall consist of equal monthly payments over the term of the Standard Offer Contract, calculated as shown on Appendix

I. The fixed operation and maintenance portion of the capacity payments shall be equal to the value of the year-by-year deferral of fixed operation and maintenance expense associated with the Company's Avoided Unit. The methodology used to calculate this option is shown in Appendix I. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix E.

#### **Option D - Fixed Value of Deferral Payment - Early Levelized Capacity**

Payment schedules under this option are based upon the early levelized capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit. The capital portion of the capacity payments under this option shall consist of equal monthly payments over the term of the Standard Offer Contract, calculated as shown on Appendix I. The fixed operation and maintenance expense shall be calculated as shown in Appendix I. At the option of the QS, payments for early levelized capacity shall commence at any time before the anticipated in- service date of the Company's Avoided Unit as specified in Appendix E, provided that the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contractas specified in Appendix E.

#### **Option E – Flexible Payment Option**

Payment schedules under this option are based upon a payment stream elected by the QS consisting of the capital component of the Company's avoided unit. Payments can commence at any time after the actual in-service date of the QS and before the anticipated in-service date of the utility's avoided unit, as specified in Appendix E, provided that the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. Regardless of the payment stream elected by the QS, the cumulative present value of capital cost payments made to the QS over the term of the contract shall not exceed the cumulative present value of the capital cost payments which would have been made to the QS had such payments been made pursuant to FPSC Rule 25- 17.0832(4)(g)1, F.A.C. Fixed operation and maintenance expense shall be calculated in conformance with Rule 25-17.0832(6),F.A.C. The Company will provide the QS with a schedule of capacity payment rates based on the information specified in Appendix E.

Issued by: Tiffany Cohen

#### B. Energy Rates

#### (1) Payments Associated with As-Available Energy Costs prior to the In-Service Date of the Avoided Unit.

Options A or B are available for payment of energy which is produced by the QS and delivered to the Company prior to the in-service date of the Avoided Unit. The QS shall indicate its selection in Appendix E, Once selected; an option shall remain in effect for the term of the Standard Offer Contract with the Company.

Option A – Energy Payments based on Actual Energy Costs

The energy rate, in cents per kilowatt-hour (¢/KWh), shall be based on the Company's actual hourly avoided energy costs which are calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C. Avoided energy costs include incremental fuel, identifiable operation and maintenance expenses, and an adjustment for line losses reflecting delivery voltage. The calculation of the Company's avoided energy costs reflects the delivery of energy from the region of the Company in which the Delivery Point of the QS is located. When economy transactions take place, the incremental costs are calculated as described in GULF POWER's Rate Schedule COG-1.

The calculation of payments to the QS shall be based on the sum, over all hours of the billing period, of the product of each hour's avoided energy cost times the purchases of energy from the QS by the Company for that hour. All purchases of energy shall be adjusted for losses from the point of metering to the Delivery Point.

Option B – Energy Payments based on the year by year projection of As-Available energy costs

The energy rate, in cents per kilowatt-hour (¢/KWh), shall be based on the Company's year by year projection of system incremental fuel costs, prior to hourly economy sales to other utilities, based on normal weather and fuel market conditions (annual As-Available Energy Cost Projection which are calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C. and with FPSC Rule 25-17.250(6) (a) F.A.C.) plus a fuel market volatility risk premium mutually agreed upon by the utility and the QS. Prior to the start of each applicable calendar year, the Company and the QS shall mutually agree on the fuel market volatility risk premium for the following calendar year, normally no later than November 15. The Company will provide its projection of the applicable annual As-Available Energy Cost prior to the start of the calendar year, normally no later than November 15 of each applicable calendar year. In addition to the applicable As-Available Energy Cost projection the energy payment will include identifiable operation and maintenance expenses, an adjustment for line losses reflecting delivery voltage and a factor that reflects in the calculation of the Company's Avoided Energy Costs the delivery of energy from the region of the Company in which the Delivery Point of the QS is located.

The calculation of payments to the QS shall be based on the sum, over all hours of the billing period, of the product of each hour's applicable Projected Avoided Energy Cost times the purchases of energy from the QS by the Company for that hour. All purchases of energy shall be adjusted for losses from the point of metering to the Delivery Point.

#### (2) Payments Associated with Applicable Avoided Energy Costs after the In-Service Date of the Avoided Unit.

Option C is available for payment of energy which is produced by the QS and delivered to the Company after the in-service date of the avoided unit. In addition, Option D is available to the QS which elects to fix a portion of the firm energy payment. The QS shall indicate its selection of Option D in Appendix E, once selected, Option D shall remain in effect for the term of the Standard Offer Contract.

Option C- Energy Payments based on Actual Energy Costs starting on the in-service date of the Avoided Unit, as detailed in Appendix II.

The calculation of payments to the QS for energy delivered to GULF POWER on and after the in-service date of the Avoided Unit shall be the sum, over all hours of the Monthly Billing Period, of the product of (a) each hour's firm energy rate ( $\phi/KWh$ ); and (b) the amount of energy (KWH) delivered to GULF POWER from the Facility during that hour.

**ISSUED BY: Tiffany Cohen** 

EFFECTIVE: June 9, 2020

For any Dispatch Hour the firm energy rate shall be, on an hour-by-hour basis, the Company's Avoided Unit Energy Cost. For any other period during which energy is delivered by the QS to GULF POWER, the firm energy rate in cents per kilowatt hour (¢/KWh) shall be the following on an hour-by-hour basis: the lesser of (a) the as-available energy rate calculated by GULF POWER in accordance with FPSC Rule 25-17.0825, FAC, and GULF POWER's Rate Schedule COG-1, as they may each be amended from time to time and (b) the Company's Avoided Unit Energy Cost. The Company's Avoided Unit Energy Cost, in cents per kilowatt-hour (¢/KWh) shall be defined as the product of: (a) the fuel price in \$/mmBTU as determined from gas prices published in Platts Inside FERC Gas Market Report, first of the month posting for Florida Gas Transmission Zone 3, plus all charges, surcharges and percentages that are in effect from time to time for service under Gulfstream Natural Gas System's Rate Schedule FTS; and (b) the average annual heat rate of the Avoided Unit, plus (c) an additional payment for variable operation and maintenance expenses which will be escalated based on the actual Producer Price Index. All energy purchases shall be adjusted for losses from the point of metering to the Delivery Point. The calculation of the Company's avoided energy cost reflects the delivery of energy from the geographical area of the Company in which the Delivery Point of the QS is located.

Option D- Fixed Firm Energy Payments Starting as early as the In-Service Date of the QS Facility

The calculation of payments to the QS for energy delivered to GULF POWER may include an adjustment at the election of the QS in order to implement the provisions of Rule 25-17.250 (6) (b), F.A.C. Subsequent to the determination of full avoided cost and subject to the provisions of Rule 25-17.0832(3) (a) through (d), F.A.C., a portion of the base energy costs associated with the avoided unit, mutually agreed upon by the utility and renewable energy generator, shall be fixed and amortized on a present value basis over the term of the contract starting, at the election of the QS, as early as the inservice date of the QS. "Base energy costs associated with the avoided unit" means the energy costs of the avoided unit to the extent the unit would have operated. The portion of the base energy costs mutually agreed to by the Company and the QS shall be specified in Appendix E. The Company will provide the QS with a schedule of "Fixed Energy Payments" over the term of the Standard Offer Contract based on the applicable information specified in Appendix E.

### ESTIMATED AS-AVAILABLE ENERGY COST

As required in Section 25-17.0832, F.A.C. as-available energy cost projections until the in-service date of the avoided unit will be provided within 30 days of receipt by GULF POWER of a written request for such projections by any interested person.

### ESTIMATED UNIT FUEL COST

As required in Section 25-17.0832, F.A.C. the estimated unit fuel costs associated with the Company's Avoided Unit and based on current estimates of the price of natural gas will be provided within 30 days of a written request for such an estimate.

Issued by: Tiffany Cohen

### DELIVERY VOLTAGE ADJUSTMENT

Energy payments to a QS within the Company's service territory shall be adjusted according to the delivery voltage by the multipliers provided in Appendix II.

### PERFORMANCE CRITERIA

Payments for Firm Capacity are conditioned on the QS's ability to maintain the following performance criteria:

### A. Capacity Delivery Date

The Capacity Delivery Date shall be no later than the projected in-service date of the Company's Avoided Unit, as detailed in Appendix II.

# B. <u>Availability and Capacity Factor</u> The Facility's availability and capacity factor are used in the determination of firm capacity payments through a performance based calculation as detailed in Appendix B to the Company's Standard Offer Contract.

### **METERING REQUIREMENTS**

A QS within the territory served by the Company shall be required to purchase from the Company hourly recording meters to measure their energy deliveries to the Company. Energy purchases from a QS outside the territory of the Company shall be measured as the quantities scheduled for interchange to the Company by the entity delivering Firm Capacity and Renewable Energy to the Company.

For the purpose of this Schedule, the on-peak hours shall be those hours occurring April 1 through October 31 Mondays through Fridays, from 12 noon to 9:00 pm. excluding Memorial Day, Independence Day and Labor Day; and November 1 through March 31 Mondays through Fridays from 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. prevailing Central time excluding Thanksgiving Day, Christmas Day, and New Year's Day. GULF POWER shall have the right to change such On-Peak Hours by providing the QS a minimum of thirty calendar days' advance written notice.

### **BILLING OPTIONS**

A QS, upon entering into a Standard Offer Contract for the sale of firm capacity and energy or prior to delivery of as-available energy, may elect to make either simultaneous purchases from and sales to the Company, or net sales to the Company; provided, however, that no such arrangement shall cause the QS to sell more than the Facility's net output. A decision on billing methods may only be changed: 1) when a QS selling as-available energy enters into a Standard Offer Contract for the sale of firm capacity and energy; 2) when a Standard Offer Contract expires or is lawfully terminated by either the QS or the Company; 3) when the QS is selling as-available energy and has not changed billing methods within the last twelve months; 4) when the election to change billing methods will not contravene this Tariff or the contract between the QS and the Company.

If a QS elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days advance written notice to the Company; 2) the installation by the Company of any additional metering equipment reasonably required to effect the change in billing and upon payment by the QS for such metering equipment and its installation; and 3) upon completion and approval by the Company of any alteration(s) to the interconnection reasonably required to effect the change in billing and upon payment by the QS for such metering enterconnection reasonably required to effect the change in billing and upon payment by the QS for such alteration(s).

Payments due a QS will be made monthly and normally by the twentieth business day following the end of the billing period. The kilowatt-hours sold by the QS and the applicable avoided energy rates at which payments are being made shall accompany the payment to the QS.

A statement covering the charges and payments due the QS is rendered monthly, and payment normally is made by the twentieth business day following the end of the billing period.

Issued by: Tiffany Cohen

#### CHARGES TO ENERGY FACILITY

The QS shall be responsible for all applicable charges as currently approved or as they may be approved by the Florida Public Service Commission, including, but not limited to:

### A. <u>Customer Charges:</u>

Monthly customer charges for meter reading, billing and other applicable administrative costs as per applicable Customer Rate Schedule.

### B. Interconnection Charge for Non-Variable Utility Expenses

The QS shall bear the cost required for interconnection, including the metering. The QS shall have the option of (i) payment in full for the interconnection costs including the time value of money during the construction of the interconnection facilities and providing a Bond, Letter of Credit or comparable assurance of payment acceptable to the Company adequate to cover the interconnection cost estimates, (ii) payment of monthly invoices from the Company for actual costs progressively incurred by the Company in installing the interconnection facilities, or (iii) upon a showing of credit worthiness, making equal monthly installment payments over a period no longer than thirty-six (36) months toward the full cost of interconnection. In the latter case, the Company shall assess interest at the rate then prevailing for thirty (30) day highest grade commercial paper, such rate to be specified by the Company thirty (30) days prior to the date of each installment payment by the QS.

### C. Interconnection Charge for Variable Utility Expenses

The QS shall be billed monthly for the variable utility expenses associated with the operation and maintenance of the interconnection facilities. These include (a) the Company's inspections of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the QS if no sales to the Company were involved.

In lieu of payment for actual charges, the QS may pay a monthly charge equal to a percentage of the installed cost of the interconnection facilities as provided in Appendix II.

### D. Taxes and Assessments

In the event that GULF POWER becomes liable for additional taxes, including interest and/or penalties arising from an Internal Revenue Service's determination, through audit, ruling or other authority, that GULF POWER's payments to the QS for capacity under options B, C, D, E or for energy pursuant to the Fixed Firm Energy Payment Option D are not fully deductible when paid (additional tax liability), GULF POWER may bill the QS monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these capacity payments are not currently deductible for federal and/or state income tax purposes. GULF POWER, at its option, may offset these costs against amounts due the QS hereunder. These costs would be calculated so as to place GULF POWER in the same economic position in which it would have been if the entire early, levelized or early levelized capacity payments or the Fixed Firm Energy Payment had been deductible in the period in which the payments were made. If GULF POWER decides to appeal the Internal Revenue Service's determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with GULF POWER.

ISSUED BY: Tiffany Cohen

### TERMS OF SERVICE

- (1) It shall be the QS's responsibility to inform the Company of any change in its electric generation capability.
- (2) Any electric service delivered by the Company to a QS located in the Company's service area shall be subject to the following terms and conditions:
  - (a) A QS shall be metered separately and billed under the applicable retail rate schedule(s), whose terms and conditions shall pertain.
  - (b) A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C., and thefollowing:
    - (i) In the first year of operation, the security deposit should be based upon the singular month in which the QS's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the QS. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit is required upon interconnection.
    - (ii) For each year thereafter, a review of the actual sales and purchases between the QS and the Company will be conducted to determine the actual month of maximum difference. The security deposit should be adjusted to equal twice the greatest amount by which the actual monthly purchases by the QS exceed the actual sales to the Company in thatmonth.
  - (c) The Company shall specify the point of interconnection and voltage level.
  - (d) The QS must enter into an interconnection agreement with the Company which will, among other things, specify safety and reliability standards for the interconnection to the Company's system. In most instances, the Company's filed Interconnection Agreement for Qualifying Facilities will be used; however, special features of the QS or its interconnection to the Company's facilities may require modifications to this Interconnection Agreement or the safety and reliability standards contained therein.
- (3) Service under this rate schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission.

### SPECIAL PROVISIONS

(1) Special contracts deviating from the above standard rate schedule are allowable provided the Company agrees to them and they are approved by the Florida Public Service Commission.

**ISSUED BY: Tiffany Cohen** 

EFFECTIVE: June 9, 2020

#### Section No. IX First Revised Sheet No. 9.81.8 Cancels Original Sheet No. 9.81.8

#### APPENDIX I TO RATE SCHEDULE QS-2 CALCULATION OF VALUE OF DEFERRAL PAYMENTS

### APPLICABILITY

Appendix I provides a detailed description of the methodology used by the Company to calculate the monthly values of deferring or avoiding the Company's Avoided Unit identified in Schedule QS-2. When used in conjunction with the current FPSC-approved cost parameters associated with theCompany's Avoided Unit contained in COG-1, a QS may determine the applicable value of deferral capacity payment rate associated with the timing and operation of its particular facility should the QS enter into a Standard Offer Contract with the Company.

#### CALCULATION OF VALUE OF DEFERRAL OPTION A

FPSC Rule 25-17.0832(5) specifies that avoided capacity costs, in dollars per kilowatt per month, associated with capacity sold toa utility by a QSpursuant to the Company's Standard Offer Contract shall be defined as the year-by-year value of deferral of the Company's Avoided Unit. The year-by- year value of deferral shall be the difference in revenue requirements associated with deferring the Company's Avoided Unit one year, and shall be calculated as follows:

Where, for a one-year deferral:

| VA                       | .C <sub>m</sub> = | utility's monthly value of avoided capacity and O&M, in dollars per kilowatt per month, for each month of yearn;                                                                                                                                                                                                                                                  |
|--------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| к                        | =                 | present value of carrying charges for one dollar<br>of investment over L years with carrying charges<br>computed using average annual rate base and<br>assumed to be paid at the middle of each year<br>and present valued to the middle of the first<br>year;                                                                                                    |
| R                        | =                 | (1 + i <sub>p</sub> ) / (1 +r);                                                                                                                                                                                                                                                                                                                                   |
| In                       | =                 | total direct and indirect cost, in mid-year dollars<br>per kilowatt including AFUDC but excluding<br>CWIP, of the Company's Avoided Unit with an<br>in-service date of year n, including all identifiable<br>and quantifiable costs relating to the<br>construction of the Company's Avoided Unit<br>which would have been paid had the Unit been<br>constructed; |
| On                       | =                 | total fixed operation and maintenance<br>expense for the year n, in mid-year dollars per<br>kilowatt per year, of the Company's Avoided<br>Unit;                                                                                                                                                                                                                  |
| İp                       | =                 | annual escalation rate associated with the<br>plant cost of the Company's Avoided Unit(s);                                                                                                                                                                                                                                                                        |
| io                       | =                 | annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit(s);                                                                                                                                                                                                                                                    |
| r                        | =                 | annual discount rate, defined as the utility's incremental after-tax cost of capital;                                                                                                                                                                                                                                                                             |
| L                        | =                 | expected life of the Company's Avoided Unit(s); and                                                                                                                                                                                                                                                                                                               |
| n                        | =                 | year for which the Company's Avoided Unit(s) is (are) deferred starting with its (their) original anticipated in-service date(s) and ending with the termination of the Company's Standard Offer Contract.                                                                                                                                                        |
| ISSUED BY: Tiffany Coher | ı                 | EFFECTIVE:                                                                                                                                                                                                                                                                                                                                                        |

### Section No. IX Original Sheet No. 9.81.9

### CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS - EARLY CAPACITY- OPTION B

Normally, payments for firm capacity shall not commence until the in-service date of the Company's Avoided Unit(s). At the option of the QS, however, the Company may begin making payments for early capacity consisting of the capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit starting as early as the in-service date of the QS facility. When such payments for early capacity payments shall be paid monthly commencing no earlier than the Capacity Delivery Date of the QS, and shall be calculated as follows:

$$A_m = A_c \frac{(1+i_p)^{(m-1)}}{12} + A_o \frac{(1+i_o)^{(m-1)}}{12} \quad \text{for } m = 1 \text{ to } t$$

Where:

ISSUED

| JED BY: Tiffany C | ohen |            | EFFECTIVE: June 9, 2020                                                                                                                                                                                                                                                                                    |
|-------------------|------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   |      | parameters | applicable to the formulas above are found in AppendixII.                                                                                                                                                                                                                                                  |
|                   | R    | =          | $(1 + i_0) / (1 + r)$                                                                                                                                                                                                                                                                                      |
|                   | G    | =          | The cumulative present value, in the year that the contractual payments will begin, of the avoided fixed operation and maintenance expense component of capacity payments which would have been made had capacity payments commenced with the anticipated inservice date of the Company's Avoided Unit(s). |
| Where:            |      |            |                                                                                                                                                                                                                                                                                                            |
|                   |      | A          | $A_{o} = G [(1 - R)/(1 - R^{-t})]$                                                                                                                                                                                                                                                                         |
|                   | r    | =          | annual discount rate, defined as the Company's incremental after-tax cost of capital; and                                                                                                                                                                                                                  |
|                   | R    | =          | (1 + ip) / (1 + r)                                                                                                                                                                                                                                                                                         |
| Where:            | F    | =          | the cumulative present value, in the year that the contractual payments will begin, of<br>the avoided capital cost component of capacity payments which would have been made<br>had capacity payments commenced with the anticipated in-service date of the<br>Company's Avoided Unit(s);                  |
|                   |      | A c =      | $F [(1 - R)/(1 - R^{-1})]$                                                                                                                                                                                                                                                                                 |
|                   | t    | =          | the term, in years, of the Standard Offer Contract;                                                                                                                                                                                                                                                        |
|                   | m    | =          | year for which the fixed value of deferral payments under the early option are made to a QS, starting in year one and ending in the year t;                                                                                                                                                                |
|                   | io   | =          | annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit(s);                                                                                                                                                                                             |
|                   | İp   | =          | annual escalation rate associated with the plant cost of the Company's Avoided Unit(s);                                                                                                                                                                                                                    |
|                   | Am   | =          | monthly payments to be made to the QS for each month of the contract year n, in dollars per kilowatt per month in which QS delivers capacity the early capacity option;                                                                                                                                    |
|                   |      |            |                                                                                                                                                                                                                                                                                                            |

Section No. IX Original Sheet No. 9.81.10

#### CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS – LEVELIZED AND EARLY LEVELIZED CAPACITY – OPTION C & OPTION D, RESPECTIVELY

Monthly fixed value of deferral payments for levelized and early levelized capacity shall be calculated as follows:

$$P_{L} = \frac{F}{x \ 12} \frac{r}{1 - (1 + r)^{-t}} + O$$

Where:

| PL | = | the monthly levelized capacity payment, starting on or prior to the in- service date of the Company's Avoided Unit(s);                                                                                |
|----|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F  | = | the cumulative present value, in the year that the contractual<br>will begin, of the avoided capital cost component of the<br>payments which would have been made had the capacity<br>been levelized; |
| r  | = | the annual discount rate, defined as the Company's incremental cost of capital;                                                                                                                       |
| t  | = | the term, in years, of the Standard Offer Contract;                                                                                                                                                   |

O = the monthly fixed operation and maintenance component of the payments, calculated in accordance with calculation of the fixed deferral payments for the levelized capacity or the early levelized capacity options.

**ISSUED BY: Tiffany Cohen** 

EFFECTIVE: June 9, 2020

Section No. IX Original Sheet No. 9.81.11

Option D

#### APPENDIX II TO RATE SCHEDULE QS-2 2030 AVOIDED UNIT INFORMATION

The Company's Avoided Unit has been determined to be a 1,991 MW Combined Cycle Unit with an in-service date of June 1, 2030 and a contract heat rate of 5,996 Btu/kWh.

### EXAMPLE STANDARD OFFER CONTRACT AVOIDED CAPACITY PAYMENTS

### FOR A CONTRACT TERM OF TEN YEARS FROM THE IN-SERVICE DATE OF THE AVOIDED UNIT

Option C

# (\$/KW/MONTH)

Option B

| Contract Year |     | Capacity | -   | Early Capacity |     | ed Capacity | 2  | elized Capacity |
|---------------|-----|----------|-----|----------------|-----|-------------|----|-----------------|
|               | Pay | ment     | Pay | yment          | Pay | Payment     |    | yment           |
| 2022          | \$  | -        | \$  | -              | \$  | -           | \$ | -               |
| 2023          | \$  | -        | \$  | -              | \$  | -           | \$ | -               |
| 2024          | \$  | -        | \$  | -              | \$  | -           | \$ | -               |
| 2025          | \$  | -        | \$  | -              | \$  | -           | \$ | -               |
| 2026          | \$  | -        | \$  | 3.28           | \$  | -           | \$ | 3.68            |
| 2027          | \$  | -        | \$  | 3.34           | \$  | -           | \$ | 3.68            |
| 2028          | \$  | -        | \$  | 3.41           | \$  | -           | \$ | 3.68            |
| 2029          | \$  | -        | \$  | 3.48           | \$  | -           | \$ | 3.68            |
| 2030          | \$  | 5.34     | \$  | 3.54           | \$  | 5.86        | \$ | 3.68            |
| 2031          | \$  | 5.45     | \$  | 3.62           | \$  | 5.86        | \$ | 3.68            |
| 2032          | \$  | 5.57     | \$  | 3.69           | \$  | 5.86        | \$ | 3.68            |
| 2033          | \$  | 5.69     | \$  | 3.76           | \$  | 5.86        | \$ | 3.68            |
| 2034          | \$  | 5.81     | \$  | 3.84           | \$  | 5.86        | \$ | 3.68            |
| 2035          | \$  | 5.93     | \$  | 3.91           | \$  | 5.86        | \$ | 3.68            |
| 2036          | \$  | 6.05     | \$  | 3.99           | \$  | 5.86        | \$ | 3.68            |
| 2037          | \$  | 6.18     | \$  | 4.07           | \$  | 5.86        | \$ | 3.68            |
| 2038          | \$  | 6.31     | \$  | 4.15           | \$  | 5.86        | \$ | 3.68            |
| 2039          | \$  | 6.44     | \$  | 4.24           | \$  | 5.86        | \$ | 3.68            |
| 2040          | \$  | 6.58     | \$  | 4.32           | \$  | 5.86        | \$ | 3.68            |

#### ESTIMATED AS-AVAILABLE ENERGY COST

Option A

For informational purposes, the most recent estimated incremental avoided energy costs for the next ten years will be provided within thirty (30) days of written request.

**ESTIMATED UNIT FUEL COSTS (\$/MMBtu):** 

The most recent estimated unit fuel costs for the Company's avoided unit will be provided within thirty (30) days of written request.

ISSUED BY: Tiffany Cohen EFFECTIVE: June 9, 2020

| VLUE OF CAPACITY LOCATION           18         16           15         15           1         Turkey Point           2         Dania Beach           1.000           3         West County           0.962           4         Ft. Myers           0.983           5         Riviera           0.958           6         Martin           7         Okeechobee           0.944           7         Okeechobee           9         Manatee           0.945           10         Cape Canaveral | 50211 | OWER COMPANY       |                |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------|----------------|----------------------|
| #         Location         Penalty Factor           1         Turkey Point         0.971           2         Dania Beach         1.000           3         West County         0.962           4         Ft. Myers         0.983           5         Riviera         0.958           6         Martin         0.944           7         Okcechobee         0.948           8         St. Lucie         0.945           10         Cape Canaveral         0.948                                |       |                    |                |                      |
| 1       Turkey Point       0.971         2       Dania Beach       1.000         3       West County       0.962         4       Ft. Myers       0.983         5       Riviera       0.958         6       Martin       0.944         7       Okeechobee       0.948         8       St. Lucie       0.945         10       Cape Canaveral       0.948                                                                                                                                        |       | 18 17 16<br>M17 16 | VALUE          | OF CAPACITY LOCATION |
| 1       Turkey Point       0.971         2       Dania Beach       1.000         3       West County       0.962         4       Ft. Myers       0.983         5       Riviera       0.958         6       Martin       0.944         7       Okeechobee       0.948         8       St. Lucie       0.945         10       Cape Canaveral       0.948                                                                                                                                        | #     | Location           | Penalty Factor |                      |
| 2       Dania Beach       1.000         3       West County       0.962         4       Ft. Myers       0.983         5       Riviera       0.958         6       Martin       0.944         7       Okeechobee       0.948         8       St. Lucie       0.945         10       Cape Canaveral       0.948                                                                                                                                                                                 | 1     | Turkey Point       |                |                      |
| 3       West County       0.962         4       Ft. Myers       0.983         5       Riviera       0.958         6       Martin       0.944         7       Okeechobee       0.948         8       St. Lucie       0.945         10       Cape Canaveral       0.948                                                                                                                                                                                                                         | 2     |                    |                | <u>dí 10</u>         |
| 5       Riviera       0.958         6       Martin       0.944         7       Okeechobee       0.948         8       St. Lucie       0.940         9       Manatee       0.945         10       Cape Canaveral       0.948                                                                                                                                                                                                                                                                   | 3     |                    |                |                      |
| 6         Martin         0.944           7         Okeechobee         0.948           8         St. Lucie         0.940           9         Manatee         0.945           10         Cape Canaveral         0.948                                                                                                                                                                                                                                                                           | 4     |                    | 0.983          |                      |
| 7         Okeechobee         0.948           8         St. Lucie         0.940           9         Manatee         0.945           10         Cape Canaveral         0.948                                                                                                                                                                                                                                                                                                                    | 5     | Riviera            | 0.958          | A.0                  |
| 8         St. Lucie         0.940           9         Manatee         0.945           10         Cape Canaveral         0.948                                                                                                                                                                                                                                                                                                                                                                 | 6     | Martin             | 0.944          |                      |
| 9         Manatee         0.945           10         Cape Canaveral         0.948                                                                                                                                                                                                                                                                                                                                                                                                             | 7     | Okeechobee         | 0.948          | Ζ. 🗳                 |
| 10   Cape Canaveral   0.948                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 8     | St. Lucie          | 0.940          |                      |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 9     | Manatee            | 0.945          | 4. 3.5               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 10    |                    | 0.948          |                      |
| 11 Sanford 0.954                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 11    | Sanford            | 0.954          | 14                   |
| 12 Putnam 0.953                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 12    | Putnam             | 0.953          |                      |
| 13 Scherer 0.940                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 13    | Scherer            | 0.940          |                      |
| 14 Blue Indigo 0.919                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 14    | Blue Indigo        | 0.919          |                      |
| 15 Lansing Smith 0.948                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 15    | Lansing Smith      | 0.948          |                      |
| 16 Eglin 0.991                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 16    | Eglin              | 0.991          |                      |
| 17 Holley 1.000                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |       | =                  | 1.000          |                      |
| 18         Crist         0.990                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 18    | Crist              | 0.990          |                      |

# FOR ILLUSTRATIVE PURPOSES ONLY

ISSUED BY: Tiffany Cohen EFFECTIVE:

**GULF POWER COMPANY** 

Section No. IX Original Sheet No. 9.81.13

|                | 203     | 30 AVOIDED UNIT FIXED VALUE OF DEFERRAL PAYMENTS - NORMAL CAPACITY OPTION PARAMETEI                                                                                                                                                                                                      | RS       |
|----------------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Where, f       | or a on | ne-year deferral:                                                                                                                                                                                                                                                                        | Value    |
| VACm           | =       | Company's value of avoided capacity and O&M, in dollars per kilowatt per month, during month m;                                                                                                                                                                                          | \$5.3425 |
| К              | =       | present value of carrying charges for one dollar of investment over L years with carrying charges computed using average annual rate base and assumed to be paid at the middle of each year and present valued to the middle of the first year;                                          | 1.4846   |
| In             | =       | total direct and indirect cost, in mid-year dollars per kilowatt including AFUDC but excluding CWIP, of the Company's Avoided Unit with an in-service date of year n;                                                                                                                    | \$635.92 |
| On             | =       | total fixed operation and maintenance expense, for the year n, in mid-year dollars per kilowatt per year, of the Company's Avoided Unit;                                                                                                                                                 | \$12.69  |
| ip             | =       | annual escalation rate associated with the plant cost of the Company's Avoided Unit;                                                                                                                                                                                                     | 2.00%    |
| io             | =       | annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit;                                                                                                                                                                              | 2.50%    |
| r              | =       | annual discount rate, defined as the Company's incremental after-tax cost of capital;                                                                                                                                                                                                    | 6.95%    |
| L              | =       | expected life of the Company's Avoided Unit;                                                                                                                                                                                                                                             | 40       |
| n              | =       | year for which the Company's Avoided Unit is deferred starting with its original anticipated in-service date and ending with the termination of the Standard Offer Contract.                                                                                                             | 2030     |
|                |         | FIXED VALUE OF DEFERRAL PAYMENTS - EARLY CAPACITY OPTION PARAMETERS                                                                                                                                                                                                                      |          |
| A <sub>m</sub> | =       | monthly capacity payments to be made to the QS starting on the year the QS elects to start receiving early capacity payments, in dollars per kilowatt per month;                                                                                                                         | *        |
| ip             | =       | annual escalation rate associated with the plant cost of the Company's Avoided Unit;                                                                                                                                                                                                     | 2.00%    |
| io             | =       | annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit;                                                                                                                                                                              | 2.50%    |
| n              | =       | year for which early capacity payments to a QS are to begin; (at the election of the QS early capacity payments may commence anytime after the actual in-service date of the QS facility and before the anticipated in-service date of the Company's avoided unit)                       | *        |
| F              | =       | the cumulative present value of the avoided capital cost component of capacity payments                                                                                                                                                                                                  |          |
|                |         | which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit and continued for a period of 10 years;                                                                                                                    | \$490.8  |
| r              | =       | annual discount rate, defined as the Company's incremental after-tax cost of capital;                                                                                                                                                                                                    | 6.95%    |
| t              | =       | the term, in years, of the Standard Offer Contract for the purchase of firm capacity commencing in the year<br>the QS elects to start receiving early capacity payments prior to the in-service date of the Company's<br>Avoided Unit;                                                   | *        |
| G              | =       | the cumulative present value of the avoided fixed operation and maintenance expense component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit and continued for a period of 10 years. | \$98.71  |
| *From A        | ppendi  | ix E                                                                                                                                                                                                                                                                                     |          |
| ISSUEI         | DBY     | : TIFFANY COHEN EFFECTIVE: JUNE 9, 2020                                                                                                                                                                                                                                                  |          |

|     |                                                                                                                                                                                                                                                                              |                              |             | Section No. IX<br>Original Sheet No. 9.81.14                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |  |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
|     | APPENDIX B<br>TO THE STANDARD OFFER CONTRACT<br>FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY<br>FROM RENEWABLE ENERGY FACILITIES<br>OR QUALIFYING FACILITIES WITH A DESIGN CAPACITY OF 100 KW OR LESS<br>PAY FOR PERFORMANCE PROVISIONS MONTHLY CAPACITY PAYMENT CALCULATION |                              |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |  |
| 1.  | Monthly Capacity Payments (MCP) for each Monthly Billing Period shall be computed according to the following:                                                                                                                                                                |                              |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |  |
|     | A.                                                                                                                                                                                                                                                                           |                              |             | nnual Capacity Billing Factor ("ACBF"), as defined below, is less than 80%, then no Monthly Capacity Payment shall be                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |  |
|     |                                                                                                                                                                                                                                                                              | due. That is:                |             | MCP = 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |  |  |
|     | B.                                                                                                                                                                                                                                                                           | In the event<br>the followin |             | CBF is equal to or greater than 80% but less than 94%, then the Monthly Capacity Payment shall be calculated by using $MCP = BCP \ge 1+4x (ACBF - 94\%) \le x CC$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |  |  |
|     | C.                                                                                                                                                                                                                                                                           |                              | nt that the | ACBF is equal to or greater than 94%, then the Monthly Capacity Payment shall be calculated by using the following                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |  |
|     |                                                                                                                                                                                                                                                                              | formula:                     |             | $MCP = BCP \times CC$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |  |
|     |                                                                                                                                                                                                                                                                              | Where:                       |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |  |
|     |                                                                                                                                                                                                                                                                              | MCP                          | =           | Monthly Capacity Payment in dollars.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |
|     |                                                                                                                                                                                                                                                                              | BCP                          | =           | Base Capacity Payment in \$/KW/Month as specified in GULF POWER's Rate Schedule QS-2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |  |
|     |                                                                                                                                                                                                                                                                              | CC                           | =           | Committed Capacity in KW.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |  |
|     |                                                                                                                                                                                                                                                                              | ACBF                         | =           | Annual Capacity Billing Factor. This factor is calculated using the 12 months rolling average of the Monthly Capacity Factor. This 12 month rolling average shall be defined as the sum of the 12 consecutive Monthly Capacity Factors preceding the date of calculation, divided by 12. During the first 12 consecutive Monthly Billing Periods, commencing with the first Monthly Billing Period in which Capacity payments are to be made, the calculation of the Annual Capacity Billing Factor shall be equal to the Monthly Capacity Factor; (b) thereafter, the calculation of the Annual Capacity Billing Factor shall be computed by dividing the sum of the Monthly Capacity Factors during the first year's Monthly Billing Periods. This calculation shall be performed at the end of each Monthly Capacity Factors during the first year's Monthly Billing Periods in which Capacity payments are to be made by the number of Monthly Billing Periods which have elapsed. This calculation shall be performed at the end of each Monthly Billing Period until enough Monthly Billing Periods have elapsed to calculate a true 12-month rolling average Annual Capacity Billing Factor. Periods during which the Facility has temporarily set its Committed Capacity factor calculation. |  |  |  |  |
|     |                                                                                                                                                                                                                                                                              | MCF                          | =           | Monthly Capacity Factor. The sum of (i) the Hourly Factors of the Non-Dispatch Hours plus (ii) the Hourly Factors of the Dispatch Hours or the Hourly factors of the hours when GULF POWER requested reduced deliveries pursuant to Sections 8.4.6 and 8.4.8 (Reduced Delivery Hour); divided by the number of hours in the Monthly Billing Period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |  |
|     |                                                                                                                                                                                                                                                                              | HFNDH                        | =           | Hourly Factor of a Non-Dispatch Hour. The energy received during the hour divided by the Committed Capacity. For purposes of calculating the Hourly Factor of a Non-Dispatch Hour the energy received shall not exceed the Committed Capacity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |  |  |
|     |                                                                                                                                                                                                                                                                              | HFDH                         | =           | Hourly Factor of a Dispatch Hour or a Reduced Delivery Hour. The scheduled energy received divided by the scheduled energy requested. For purposes of calculating the Hourly Factor of a Dispatch Hour or the Hourly Factor of a Reduced Delivery Hour the scheduled energy received shall not exceed the scheduled energy requested.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |  |
|     |                                                                                                                                                                                                                                                                              | On-Peak H                    | ours =      | Those hours occurring April 1 through October 31 Mondays through Fridays, from 12 noon to 9:00 p.m. excluding Memorial Day, Independence Day and Labor Day; and November 1 through March 31 Mondays through Fridays from 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. prevailing Central time excluding Thanksgiving Day, Christmas Day and New Year's Day. GULF POWER shall have the right to change such On- Peak Hours by providing the QS a minimum of thirty calendar days' advance notice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |  |  |
| ISS | Monthly Billing =<br>Period                                                                                                                                                                                                                                                  |                              | -           | The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing<br>Period shall consist of the period beginning 12:01 a.m. on the Capacity Delivery Period Date and ending with<br>the last calendar day of such month. Scheduled Energy and Dispatch Hours are as defined in Section 8.4.7 of the<br>Standard Offer Contract.<br>hen EFFECTIVE: June 9, 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |  |

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Section No. IX Original Sheet No. 9.81.15

#### APPENDIX C TO THE STANDARD OFFER CONTRACT TERMINATION FEE

The Termination Fee shall be the sum of the values for each month beginning with the month in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be), computed according to the following formula:

Termination Fee = Termination Fee applicable to Capacity Payment Option plus Termination Fee applicable to Fixed Firm Energy Option <u>Termination Fee applicable to Capacity Payment Options B, C, D and E</u>

 $n \\ \sum_{i=1}^{n} (MCP_i - MCPC_i) x t^{(n-i)}$ 

with:  $MCPC_i = 0$  for all periods prior to the in-service date of the Company's Avoided Unit; where:

i = number of the Monthly Billing Period commencing with the Capacity Delivery Date (i.e., the month in which Capacity Delivery Date occurs = 1; the month following the month in which Capacity Delivery Date occurs = 2; etc.)

- = the number of Monthly Billing Periods which have elapsed from the month in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be)
- the future value of an amount factor necessary to compound a sum monthly so the annual percentage rate derived will equal GULF POWER's incremental after-tax avoided cost of capital (defined as r in QS-2). For any Monthly Billing Period in which MCPC<sub>i</sub> is greater than MCP<sub>i</sub>, t shall equal 1.
- MCP<sub>i</sub> = Monthly Capacity Payment paid to QS corresponding to the Monthly Billing Period i, calculated in accordance with Appendix B.
- MCPC<sub>i</sub>= Monthly Capacity Payment for Option A corresponding to the Monthly Billing Period i, calculated in accordance with QS-2

In the event that for any Monthly Billing Period, the computation of the value of the Capacity Payment Termination Fee for such Monthly Billing Period (as set forth above) yields a value equal to or greater than zero, the amount of the Capacity Payment Termination Fee shall be increased by the amount of such value.

In the event that for any Monthly Billing Period, the computation of the value of the Capacity Payment Termination Fee for such Monthly Billing Period (as set forth above) yields a value less than zero, the amount of the Capacity Payment Termination Fee shall be decreased by the amount of such value expressed as a positive number (the "Initial Reduction Value"); provided, however, that such Initial Reduction Value shall be subject to the following adjustments (the Initial Reduction Value, as adjusted, the "Reduction Value"):

- a. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor (ACBF), as defined in Appendix B is less than 80%, then the Initial Reduction Value shall be adjusted to equal zero (Reduction Value = 0), and the Capacity Payment Termination Fee shall not be reduced for the applicable Monthly Billing Period.
- b. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor (ACBF), as defined in Appendix B, is equal to or greater than 80% but less than 94%, then the Reduction Value shall be determined as follows:

Reduction Value = Initial Reduction Value x [0.04 x (ACBF -94%)]

For the applicable Monthly Billing Period, the Termination Fee shall be reduced by the amount of such Reduction Value.

In no event shall GULF POWER be liable to the QS at any time for any amount by which the Capacity Payment Termination Fee, adjusted in accordance with the foregoing, is less than zero(0).

#### Termination Fee applicable to the Fixed Firm Energy Payment Option D

Prior to in-service date of avoidedunit:

The Termination Fee for the Fixed Firm Energy Option shall be equal to the cumulative sum of the Fixed Firm Energy Payments made to the QS pursuant to Option D, starting with the in-service date of the QS facility, for each billing cycle. Such number shall reach the maximum amount on the billing cycle immediately preceding the billing cycle associated with the in-service date of the Avoided Unit.

After in-service date of avoided unit:

The Termination Fee shall be decreased each billing cycle following the in-service date of the avoided unit by an amount equal to the difference between the projected Fixed Energy Cost that was used in the calculation to determine the base energy cost to be fixed and amortized pursuant to Option D for such billing cycle and the amortized Fixed Firm Energy Payment in cents/KWH times the energy delivered by the QS not to exceed the MWH block specified in Appendix E.

**ISSUED BY: Tiffany Cohen** 

EFFECTIVE: June 9, 2020

### Section No. IX Original Sheet No. 9.81.16

#### APPENDIX D TO THE STANDARD OFFER CONTRACT DETAILED PROJECT INFORMATION

Each eligible Contract received by GULF POWER will be evaluated to determine if the underlying QS project is financially and technically viable. The QS shall, to the extent available, provide GULF POWER with a detailed project proposal which addresses the information requested below.

### I. FACILITY DESCRIPTION

- Project Name
- Project Location
  - Street Address
  - Site Plot Plan
  - Legal Description of Site
- Generating Technology
- Facility Classification (include types from statute)
- Primary Fuel
- Alternate Fuel (if applicable)
- Committed Capacity
- Expected In-Service Date
- Steam Host (for cogeneration facilities)
  - Street Address
  - Legal Description of Steam Host
  - Host's annual steam requirements (lbs/yr)

### Contact Person

- Individual's Name and Title
- Company Name
- Address
- Telephone Number
- Telecopy Number

#### II. PROJECT PARTICIPANTS

- Indicate the entities responsible for the following project management activities and provide a detailed description of the experience and capabilities of the entities:
  - Project Development
  - Siting and Licensing the Facility
  - Designing the Facility
  - Constructing the Facility
  - Securing the Fuel Supply
  - Operating the Facility
- Provide details on all electrical generation facilities which are currently under construction or operational which were developed by the QS.
- Describe the financing structure for the projects identified above, including the type of financing used, the permanent financing term, the major lenders, and the percentage of equity invested at financial closing.

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ISSUED BY: Tiffany Cohen
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EFFECTIVE: June 9, 2020

Section No. IX Original Sheet No. 9.81.17

### III. FUEL SUPPLY

- Describe all fuels to be used to generate electricity at the Facility. Indicate the specific physical and chemical characteristics of each fuel type (*e.g.*, Btu content, sulfur content, ash content, etc.). Identify special considerations regarding fuel supply origin, source and handling, storage and processing requirements.
- Provide annual fuel requirements (AFR) necessary to support the requirements pursuant to Section 366.91, Florida Statutes, and the planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel supply arrangements in place to meet the ARFR in each year of the proposed operating life of the Facility. Use the categories below to describe the current arrangement for securing the AFR.

```
Category<br/>owned =Description of Fuel Supply Arrangement fuel is from a fully developed<br/>source owned by one or more of the project participantscontract =fully executed firm fuel contract exists between the developer(s) and fuel<br/>supplier(s) LOI = a letter of intent for the fuel supply exists between developer(s) and fuel<br/>supplier(s) REF = renewable energy facility will burn biomass, waste, or another renewable<br/>fuel supply will be purchased on the spot market<br/>none =none =no firm fuel supply arrangement currently in placeother =fuel supply arrangement which does not fit any of the above categories (please describe)
```

- Indicate the percentage of the Facility's AFR which is covered by the above fuel supply arrangement(s) for each proposed operating year. The percent of AFR covered for each operating year must total 100%. For fuel supply arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the fuel price mechanism of the arrangement. In addition, indicate whether or not the fuel price includes delivery and, if so, to what location.
- Describe fuel transportation networks available for delivering all primary and secondary fuel to the Facility site. Indicate the mode, route and distance of each segment of the journey, from fuel source to the Energy Facility site. Discuss the current status and pertinent factors impacting future availability of the transportation network.
- Provide annual fuel transportation requirements (AFTR) necessary to support planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel transportation arrangements in place to meet the AFTR in each year of the proposed operating life of the Energy Facility. Use the categories below to describe the current arrangement for securing the AFTR.

owned = fuel transport via a fully developed system owned by one or more of the project participants contract = fully executed firm transportation contract exists between the developer(s) and fuel transporter(s) LOI = a letter of intent for fuel transport exists between developer(s) and fuel transporter(s) Spot = fuel transportation will be purchased on the spot market none = no firm fuel transportation arrangement currently in place

other = fuel transportation arrangement which does not fit any of the above categories (please describe)

- Indicate the percentage of the Facility's AFR which is covered by the above fuel supply arrangement(s) for each proposed operating year. The percent of AFR covered for each operating year must total 100%. For fuel supply arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the transportation price mechanism of the arrangement.
- Provide the maximum, minimum, and average fuel inventory levels to be maintained for primary and secondary fuels at the Facility site. List the assumptions used in determining the inventory levels.

|  | ISSUED B | Y: Tiffany Cohen | EFFECTIVE: | June 9, 202 |
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Section No. IX Original Sheet No. 9.81.18

### IV. PLANT DISPATCHABILITY/CONTROLLABILITY

- Provide the following operating characteristics and a detailed explanation supporting the performance capabilities indicated.
  - Ramp Rate (MW/minute)
  - Peak Capability (% above Committed Capacity)
  - Minimum power level (% of Committed Capacity)
  - Facility Turnaround Time, Hot to Hot (hours)
  - Start-up Time from Cold Shutdown (hours)
  - Unit Cycling (# cycles/yr)
  - MW and MVAR Control (AGC, Manual, Other (please explain))

#### V. SITING AND LICENSING

- Provide a licensing/permitting milestone schedule which lists all permits, licenses and variances required to site the Facility. The milestone schedule shall also identify key milestone dates for baseline monitoring, application preparation, agency review, certification and licensing/siting board approval, and agency permit issuance.
- Provide a licensing/permitting plan that addresses the issues of air emissions, water use, wastewater discharge, wetlands, endangered species, protected properties, solid waste, surrounding land use, zoning for the Facility, associated linear facilities, and support of and opposition to the Facility.
- List the emission/effluent discharge limits the Facility will meet, and describe in detail the pollution control equipment to be used to meet these limits.

#### VI. FACILITY DEVELOPMENT AND PERFORMANCE

- Submit a detailed engineering, procurement, construction, startup and commercial operation schedule. The schedule shall include milestones for site acquisition, engineering phases, selection of the major equipment vendors, architect engineer, EPC contractor, and Facility operator, steam host integration, and delivery of major equipment. A discussion of the current status of each milestone should also be included where applicable.
- Attach a diagram of the power block arrangement. Provide a list of the major equipment vendors and the name and model number of the major equipment to be installed.
- Provide a detailed description of the proposed environmental control technology for the Facility and describe the capabilities of the proposed technology.
- Attach preliminary flow diagrams for the steam system, water system, and fuel system, and a main electrical oneline diagram for the Facility.
- State the expected heat rate (HHV) at 75 degrees Fahrenheit for loads of 100%, 75%, and 50%. In addition, attach a preliminary heat balance for the Facility.
- [NOTE: add any requirements related to demonstrating that the facility meets the requirements under the statute or applicable rules]

**ISSUED BY: Tiffany Cohen** 

EFFECTIVE: June 9, 2020

# Section No. IX Original Sheet No. 9.81.19

# VII. FINANCIAL

- Provide GULF POWER with assurances that the proposed QS project is financially viable consistent with FPSC Rule 25-17.0832(4) (c) by attaching a detailed pro-forma cash flow analysis. The pro-forma must include, at a minimum, the following assumptions for each year of the project.
  - Annual Project Revenues
    - Capacity Payments (\$ and \$/KW/Mo)
    - Variable O&M (\$ and \$/MWh)
    - Energy (\$ and \$/MWh)
    - Steam Revenues (\$ and %/lb.)
    - Tipping Fees (\$ and \$/ton)
    - Interest Income
    - Other Revenues
    - Variable O&M Escalation (%/yr)
    - Energy Escalation (%/yr)
    - Steam Escalation (%/yr)
    - Tipping Fee Escalation (%/yr)
  - ♦ Annual Project Expenses
    - Fixed O&M (\$ and \$/KW/Mo)
    - Variable O&M (\$ and \$/MWh)
    - Energy (\$ and \$/MWh)
    - Property Taxes (\$)
    - Insurance (\$)
    - Emission Compliance (\$ and \$/MWh)
    - Depreciation (\$ and %/yr)
    - Other Expenses (\$)
    - Fixed O&M Escalation (%/yr)
    - Variable O&M Escalation (%/yr)
    - Energy Escalation (%/yr)
  - Other Project Information
    - Installed Cost of the Energy Facility (\$ and \$/KW)
    - Committed Capacity (KW)
    - Average Heat Rate HHV (MBTU/KWh)
    - Federal Income Tax Rate (%)
    - Facility Capacity Factor (%)
    - Energy Sold to GULF POWER (MWH)
  - Permanent Financing
    - Permanent Financing Term (yrs)
    - Project Capital Structure (percentage of long-term debt, subordinated debt, tax exempt debt, and equity)
    - Financing Costs (cost of long-term debt, subordinated debt, tax exempt debt, and equity)
    - Annual Interest Expense
    - Annual Debt Service (\$)
    - Amortization Schedule (beginning balance, interest expense, principal reduction, ending balance)
- Provide details of the financing plan for the project and indicate whether the project will be non-recourse project financed. If it will not be project financed, please explain the alternative financing arrangement.
- Submit financial statements for the last two years on the principals of the project, and provide an illustration of the project ownership structure.

#### ISSUED BY: Tiffany Cohen

EFFECTIVE: JUNE 9, 2020

## Section No. IX Original Sheet No. 9.81.20

| APPENDIX E                                  |
|---------------------------------------------|
| TO THE STANDARD OFFER CONTRACT              |
| <b>CONTRACT OPTIONS TO BE SELECTED BYQS</b> |

### Avoided Unit Selected

### **Term of Contract**

Execution date Termination date

### **Firm Capacity Rates**

Commencement date for deliveries of Firm Energy and Capacity

Schedule of Capacity Payments to be provided by the Company based on applicable parameters follows:

Year <u>\$/KW/Month</u>

## **Energy Rates**

Energy payment Options selected applicable to energy produced by the QS and delivered to the Company (fromavailable Option A or B and D) Select from Option A or B And

Select D

If Option D is selected by the QS; the Company and the QS mutually agree on fixing and amortizing the followingportion of the Base Energy Costs associated with the Avoided Unit % which yields MWH

Projected Energy Cost of Energy Produced by Avoided Unit (provided by the Company):

| Yea | r |
|-----|---|
|     |   |

Projected Fixed Energy Cost (in Cents/KWH or in Dollars)

Based on the projections of Energy Costs Produced by the Avoided Unit and the mutually agreed upon Portion of the Base Energy Costs associated with the Avoided Unit the Fixed Energy Payment shall be \_\_\_\_\_\_\_\$/MWH or \$\_\_\_\_\_\_(as applicable).

**ISSUED BY: Tiffany Cohen** 

Section No. IX Seventh Revised Sheet No. 9.100 Cancelling Sixth Revised Sheet No. 9.100

# STANDARD OFFER CONTRACT FOR THE PURCHASE OF CAPACITY AND ENERGY FROM A RENEWABLE ENERGY FACILITY OR A QUALIFYING FACILITY WITH A DESIGN CAPACITY OF 100 KW OR LESS (2030 AVOIDED UNIT)

THIS STANDARD OFFER CONTRACT (the "Contract") is made and entered this \_\_\_\_\_\_day of

, , by and between (herein after

"Qualified Seller" or "QS") a corporation/limited liability company organized and existing under the laws of the State of \_\_\_\_\_\_ and owner of a Renewable Energy Facility as defined in section 25-17.210 (1) F.A.C. or a Qualifying Facility with a design capacity of 100 KW or less as defined in section 25-17.250, and Gulf Power Company (hereinafter "GULF POWER") a corporation organized and existing under the laws of the State of Florida. The QS and GULF POWER shall be jointly identified herein as the "Parties". This Contract contains five Appendices; Appendix A, QS-2 Standard Rate for Purchase of Capacity and Energy; Appendix B, Pay for Performance Provisions; Appendix C, Termination Fee; Appendix D, Detailed Project Information and Appendix E, contract options to be selected by QS.

# WITNESSETH:

WHEREAS, the QS desires to sell and deliver, and GULF POWER desires to purchase and receive, firm capacity and energy to be generated by the QS consistent with the terms of this Contract, Section 366.91, Florida Statutes, and/or Florida Public Service Commission ("FPSC") Rules 25-17.082 through 25-17.091, F.A.C. and FPSC Rules 25-17.200 through 25.17.310.F.A.C.

WHEREAS, the QS has signed an interconnection agreement with GULF POWER (the "Interconnection Agreement"), or it has entered into valid and enforceable interconnection/transmission service agreement(s) with the utility (or those utilities) whose transmission facilities are necessary for delivering the firm capacity and energy to GULF POWER (the "Wheeling Agreement(s)");

WHEREAS, the FPSC has approved the form of this Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility with a design capacity of 100 KW or less; and

WHEREAS, the Facility is capable of delivering firm capacity and energy to GULF POWER for the term of this Contract in a manner consistent with the provisions of this Contract; and

WHEREAS, Section 366.91(3), Florida Statutes, provides that the "prudent and reasonable costs associated with a QS energy contract shall be recovered from the ratepayers of the contracting utility. without differentiating among customer classes, through the appropriate cost-recovery clause mechanism" administered by the FPSC.

ISSUED BY: Tiffany Cohen EFFECTIVE: June 9, 2020

## Section No. IX Original Sheet No. 9.100.1

## 1. QS Facility

The QS contemplates, installing operating and maintaining a

\_\_\_\_\_KVA\_\_\_\_\_generating facility located at\_\_\_\_\_\_(hereinafter called the "Facility"). The Facility is designed to produce a maximum of\_\_\_\_\_kilowatts ("KW") of electric power at an 85% lagging to 85% leading power factor. The Facility's location and generation capabilities are as described in the table below.

| TECHNOLOGY AND GENERATOR CAPABILITIES                                                                                                                                                                                                                                                                     |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Location: Specific legal description (e.g., metes and bounds or other legal description with street address required)                                                                                                                                                                                     | City:<br>County: |
| Generator Type (Induction or Synchronous)                                                                                                                                                                                                                                                                 |                  |
| Type of Facility (Hydrogen produced from sources other than fossil fuels,<br>biomass as defined in Section 25-17.210 (2) F.A.C., solar energy,<br>geothermal energy, wind energy, ocean energy, hydroelectric power,<br>waste heat from sulfuric acid manufacturing operations: or <100KW<br>cogenerator) |                  |
| Technology                                                                                                                                                                                                                                                                                                |                  |
| Fuel Type and Source                                                                                                                                                                                                                                                                                      |                  |
| Generator Rating(KVA)                                                                                                                                                                                                                                                                                     |                  |
| Maximum Capability (KW)                                                                                                                                                                                                                                                                                   |                  |
| MinimumLoad                                                                                                                                                                                                                                                                                               |                  |
| Peaking Capability                                                                                                                                                                                                                                                                                        |                  |
| Net Output (KW)                                                                                                                                                                                                                                                                                           |                  |
| Power Factor (%)                                                                                                                                                                                                                                                                                          |                  |
| Operating Voltage (kV)                                                                                                                                                                                                                                                                                    |                  |
| Peak Internal Load KW                                                                                                                                                                                                                                                                                     |                  |

The following sections (a) through (e) are applicable to Renewable Energy Facilities ("REFs") and section (e) is only applicable to Qualifying Facilities with a design capacity of 100 KW or less:

- (a) If the QS is a REF, the QS represents and warrants that (i) the sole source(s) of fuel or power used by the Facility to produce energy for sale to GULF POWER during the term of this Contract shall be such sources as are defined in and provided for pursuant to Sections 366.91(2) (a) and (b), Florida Statutes, and FPSC Rules 25-17.210(1) and (2), F.A.C.; (ii) Fossil fuels shall be limited to the minimum quantities necessary for start-up, shut-down and for operating stability at minimum load; and (iii) the REF is capable of generating the amount of capacity pursuant to Section 5 of this Agreement without the use of fossil fuels.
- (b) The Parties agree and acknowledge that if the QS is a REF, the QS will not charge for, and GULF POWER shall have no obligation to pay for, any electrical energy produced by the Facility from a source of fuel or power except as specifically provided for in paragraph 1(a) above.

**ISSUED BY:** Tiffany Cohen

Section No. IX Original Sheet No. 9.100.2

(c) If the QS is a REF, the QS shall, on an

annual basis and within thirty (30) days after the anniversary date of this Contract and on an annual basis thereafter for the term of this Contract, deliver to GULF POWER a report certified by an officer of the QS: (i) stating the type and amount of each source of fuel or power used by the QS to produce energy during the twelve month period prior to the anniversary date (the "Contract Year"); and (ii) verifying that one hundred percent (100%) of all energy sold by the QS to GULF POWER during the Contract Year complies with Sections 1(a) and (b) of this Contract.

- (d) If the QS is a REF, the QS represents and warrants that the Facility meets the renewable energy requirements of Section 366.91(2)(a) and (b), Florida Statutes, and FPSC Rules 25-17.210(1) and (2)-, F.A.C., and that the QS shall continue to meet such requirements throughout the term of this Contract. GULF POWER shall have the right at all times to inspect the Facility and to examine any books, records, or other documents of the QS that GULF POWER deems necessary to verify that the Facility meets such requirements.
- (e) The Facility (i) has been certified or has self-certified as a "qualifying facility" pursuant to the Regulations of the Federal Energy Regulatory Commission ("FERC"), or (ii) has been certified by the FPSC as a "qualifying facility" pursuant to Rule 25-17.080(1). A QS that is a qualifying facility with a design capacity of less than 100 KW shall maintain the "qualifying status" of the Facility throughout the term of this Contract. GULF POWER shall have the right at all times to inspect the Facility and to examine any books and records or other documents of the Facility that GULF POWER deems necessary to verify the Facility's qualifying status. On or before March 31 of each year during the term of this Contract, the QS shall provide to GULF POWER a certificate signed by an officer of the QS certifying that the Facility has continuously maintained qualifying status.

### 2. Term of Contract

Except as otherwise provided herein, this Contract shall become effective immediately upon its execution by the Parties (the "Effective Date") and shall have the termination date stated in Appendix E, unless terminated earlier in accordance with the provisions hereof. Notwithstanding the foregoing, if the Capacity Delivery Date (as defined in Section 5.5) of the Facility is not accomplished by the in-service date of the avoided unit, or such later date as may be permitted by GULF POWER pursuant to Section 5 of this Contract, GULF POWER will be permitted to terminate this Contract consistent with the terms herein without further obligations, duties or liability to the QS.

## 3. Minimum Specifications

Following are the minimum specifications pertaining to this Contract:

- 1. The avoided unit ("Avoided Unit") options on which this Contract is based are detailed in Appendix A.
- 2. This offer shall expire on April 1, 2021.

3. The date by which firm capacity and energy deliveries from the QS to GULF POWER shall commence is the in-service date of the Avoided Unit (or such later date as may be permitted by GULF POWER pursuant to Section 5 of this contract) unless the QS chooses a capacity payment option that provides for early capacity payments pursuant to the terms of this Contract.

4. The period of time over which firm capacity and energy shall be delivered from the QS to GULF POWER is as specified in Appendix E; provided, such period shall be no less than a minimum of ten (10) years after the in-service date of the Avoided Unit.

5. The following are the minimum performance standards for the delivery of firm capacity and energy by the QS to qualify for full capacity payments under this Contract:

| On Peak * | All Hours |
|-----------|-----------|
| 94.0%     | 94.0%     |

\* QS Performance and On Peak hours shall be as measured and/or described in GULF POWER's Rate Schedule QS-2 attached hereto as Appendix A

| SSUED BY: | Tiffany | Cohen |
|-----------|---------|-------|
|-----------|---------|-------|

Availability

## Section No. IX Original Sheet No. 9.100.3

### 4. Sale of Energy and Capacity by the QS

4.1 Consistent with the terms hereof, the QS shall sell and deliver to GULF POWER and GULF POWER shall purchase and receive from the QS at the Delivery Point (defined below) all of the energy and firm capacity generated by the Facility. GULF POWER shall have the sole and exclusive right to purchase all energy and capacity produced by the Facility. The purchase and sale of energy and firm capacity pursuant to this Contract shall be a () net billing arrangement or () simultaneous purchase and sale arrangement; provided, however, that no such arrangement shall cause the QS to sell more energy and firm capacity than the Facility's net output. The billing methodology may be changed at the option of the QS, subject to the provisions of GULF POWER Rate Schedule QS-2. For purposes of this Contract, Delivery Point shall be defined as either: (a) the point of interconnection between GULF POWER's system and the transmission system of the final utility transmitting energy and firm capacity from the Facility to the GULF POWER system, as specifically described in the applicable Wheeling Agreement, or (b) the point of interconnection between the Facility and GULF POWER's transmission system, as specifically described in the Interconnection Agreement.

4.2 The QS shall not rely on interruptible standby service for the start up requirements (initial or otherwise) of the Facility.

4.3 The QS shall be responsible for all costs, charges and penalties associated with development and operation of the Facility.

4.4 The QS shall be responsible for all interconnection, electric losses, transmission and ancillary service arrangements and costs

required to deliver, on a firm basis, the firm capacity and energy from the Facility to the Delivery Point.

## 5. Committed Capacity/Capacity Delivery Date

5.1 The QS commits to sell and deliver firm capacity to GULF POWER at the Delivery Point, the amount of which shall be determined in

accordance with this Section 5 (the "Committed Capacity"). Subject to Section 5.3 the Committed Capacity shall be

KW, delivery date no later than the in-service date of the Avoided Unit or as otherwise specified in Appendix E (the "Guaranteed Capacity Delivery Date").

5.2 Testing of the capacity of the Facility (each such test, a "Committed Capacity Test") shall be performed in accordance with the procedures set forth in Section 6. The Demonstration Period (defined herein) for the first Committed Capacity Test shall commence no earlier than six (6) months prior to the Capacity Delivery Date and testing must be completed by 11:59 p.m. on the date prior to the Guaranteed Delivery Date. The first Committed Capacity Test shall be deemed successfully completed when the QS demonstrates to GULF POWER's satisfaction that the Facility can make available capacity of at least one hundred percent (100%) of the Committed Capacity Tests to satisfy the capacity requirements of the Contract.

5.3 GULF POWER shall have the right to require the QS, by notice no less than ten (10) business days prior to such proposed test, to validate the Committed Capacity of the Facility by means of subsequent Committed Capacity Tests as follows: (a) once per each Summer period and once per each Winter period at GULF POWER's sole discretion,(b) at any time the QS is unable to comply with any material obligation under this Contract for a period of thirty (30) days or more in the aggregate as a consequence of an event of Force Majeure, and (c) at any time the QS fails in three consecutive months to achieve an Annual Capacity Billing Factor, as defined in Appendix B (the "ACBF"), equal to or greater than 70%. The results of any such test shall be provided to GULF POWER within seven (7) days of the conclusion of such test. On and after the date of such requested Committed Capacity Test, and until the completion of a subsequent Committed Capacity Test, the Committed Capacity shall be deemed as the lower of the tested capacity or the Committed Capacity as set forth in Section 5.1.

5.4 Notwithstanding anything to the contrary herein, the Committed Capacity shall not exceed the amount set forth in Section 5.1 without the prior written consent of GULF POWER, such consent not unreasonably withheld.

5.5 The "Capacity Delivery Date" shall be defined as the first calendar day immediately after the date following the last to occur of (a) the Facility's successful completion of the first Committed Capacity Test but no earlier than the commencement date for deliveries of firm capacity and energy (as such is specified in Appendix E) and (b) the satisfaction by QS of the following Delivery Date Conditions (defined below).

ISSUED BY: Tiffany Cohen

Section No. IX Original Sheet No. 9.100.4

5.5.1 A certificate addressed to GULF POWER from a Licensed Professional Engineer (reasonably acceptable to GULF POWER in all respects) stating: (a) the nameplate capacity rating of the Facility at the anticipated time of commercial operation, which must be at least 94% of the Expected Nameplate Capacity Rating; (b) that the Facility is able to generate electric energy reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof; (c) that Start-Up Testing of the Facility has been completed; and (d) that, pursuant to Section 8.4, all system protection and control and Automatic Generation Control devices are installed and operational.

5.5.2 A certificate addressed to GULF POWER from a Licensed Professional Engineer (reasonably acceptable to GULF POWER in all respects) stating, in conformance with the requirements of the Interconnection Agreement, that: (a) all required interconnection facilities have been constructed; (b) all required interconnection tests have been completed; and (c) the Facility is physically interconnected with the System in conformance with the Interconnection Agreement and able to deliver energy consistent with the terms of this Agreement.

5.5.3 A certificate addressed from a Licensed Professional Engineer (reasonably acceptable to GULF POWER in all respects) stating that QS has obtained or entered into all permits and agreements with respect to the Facility necessary for construction, ownership, operation, and maintenance of the Facility (the "Required Agreements"). QS must provide copies of any or all Required Agreements requested by GULF POWER.

5.5.4 An opinion from a law firm or attorney, registered or licensed in the State of Florida (reasonably acceptable to GULF POWER in all respects), stating, after all appropriate and reasonable inquiry, that: (a) QS has obtained or entered into all Required Agreements; (b) neither QS nor the Facility is in violation of or subject to any liability under any applicable law; and (c) QS has duly filed and had recorded all of the agreements, documents, instruments, mortgages, deeds of trust, and other writings described in Section 9.7.

5.5.5 GULF POWER has received the Completion/Performance Security ((a) through (e), the "Commercial Operation Conditions").

GULF POWER shall have ten (10) Business Days after receipt either to confirm to QS that all of the Delivery Date Conditions have been satisfied or have occurred, or to state with specificity what GULF POWER reasonably believes has not been satisfied.

5.6 The QS shall be entitled to receive capacity payments beginning on the Capacity Delivery Date, provided, the Capacity Delivery Date occurs on or before the in-service date of the Avoided Unit (or such later date permitted by GULF POWER pursuant to the following sentence). If the Capacity Delivery Date does not occur on or before the Guaranteed Capacity Delivery Date, GULF POWER shall be entitled to the Completion/Performance Security (as set forth in Section 9) in full, and in addition, has the right but not the obligation to allow the QS up to an additional five (5) months to achieve the Capacity Delivery Date. If the QS fails to achieve the Capacity Delivery Date either by (a) the Guaranteed Delivery Date or b) such later date as permitted by GULF POWER, GULF POWER shall have no obligation to make any capacity payments under this Contract and GULF POWER will be permitted to terminate this Contract, consistent with the terms herein, without further obligations, duties or liability to the QS.

ISSUED BY: Tiffany Cohen

Section No. IX Original Sheet No. 9.100.5

#### 6. Testing Procedures

6.1 The Committed Capacity Test must be completed successfully within a sixty-hour period (the "Demonstration Period"), which period, including the approximate start time of the Committed Capacity Test, shall be selected and scheduled by the QS by means of a written notice to GULF POWER delivered at least thirty (30) days prior to the start of such period. The provisions of the foregoing sentence shall not apply to any Committed Capacity Test required by GULF POWER under any of the provisions of this Contract. GULF POWER shall have the right to be present onsite to monitor any Committed Capacity Test required or permitted under this Contract.

6.2 Committed Capacity Test results shall be based on a test period of twenty-four (24) consecutive hours (the "Committed Capacity Test Period") at the highest sustained net KW rating at which the Facility can operate without exceeding the design operating conditions, temperature, pressures, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. If the QS is a REF the Committed Capacity Test shall be conducted utilizing as the sole fuel source fuels or energy sources included in the definition in Section 366.91, Florida Statutes. The Committed Capacity Test Period shall commence at the time designated by the QS pursuant to Section 6.1 or at such other time requested by GULF POWER pursuant to Section 5.3; provided, however, that the Committed Capacity Test Period may commence earlier than such time in the event that GULF POWER is notified of, and consents to, such earlier time.

6.3 For the avoidance of doubt, normal station service use of unit auxiliaries, including, without limitation, cooling towers, heat exchangers, and other equipment required by law, shall be in service during the Committed Capacity Test Period. Further, the QS shall affect deliveries of any quantity and quality of contracted cogenerated steam to the steam host during the Committed Capacity Test Period.

6.4 The capacity of the Facility shall be the average net capacity (generator output minus auxiliary) measured over the Committed Capacity Test Period.

6.5 The Committed Capacity Test shall be performed according to prudent industry testing procedures satisfactory to GULF POWER for the appropriate technology of the QS.

6.6 Except as otherwise provided herein, results of any Committed Capacity Test shall be submitted to GULF POWER by the QS within seven (7) days of the conclusion of the Committed Capacity Test.

#### 7. Payment for Electricity Produced by the Facility

#### 7.1 Energy

GULF POWER agrees to pay the QS for energy produced by the Facility and delivered to the Delivery Point in accordance with the rates and procedures contained in GULF POWER's approved Rate Schedule QS-2, attached hereto as Appendix A, as it may be amended from time to time and pursuant to the election of energy payment options as specified in Appendix E. The Parties agree that this Contract shall be subject to all of the provisions contained in Rate Schedule QS-2 as approved and on file with the FPSC.

#### 7.2 Firm Capacity

GULF POWER agrees to pay the QS for the firm capacity described in Section 5 in accordance with the rates and procedures contained in Rate Schedule QS-2, attached hereto as Appendix A, as it may be amended and approved from time to time by the FPSC, and pursuant to the election of a capacity payment option as specified in Appendix E. The QS understands and agrees that capacity payments will be made under the early capacity payment options only if the QS has achieved the Capacity Delivery Date and is delivering firm capacity and energy to GULF POWER. Once elected by the QS, the capacity payment option cannot be changed during the term of this Contract.

#### 7.3 Payments

Payments due the QS will be made monthly and normally by the twentieth business day following the end of the billing period. A statement of the kilowatt-hours sold by the QS and the applicable avoided energy rate at which payments are being made shall accompany the payment to the QS.

ISSUED BY: Tiffany Cohen EFFRECTIVE: June 9, 2020

Section No. IX Original Sheet No. 9.100.6

#### 8. Electricity Production and Plant Maintenance Schedule

8.1 During the term of this Contract, no later than sixty (60) days prior to the Capacity Delivery Date and prior to April 1 of each calendar year thereafter, the QS shall submit to GULF POWER in writing a detailed plan of: (a) the amount of firm capacity and energy to be generated by the Facility and delivered to the Delivery Point for each month of the following calendar year, and (b) the time, duration and magnitude of any scheduled maintenance period(s) and any anticipated reductions in capacity.

8.2 By October 31 of each calendar year, GULF POWER shall notify the QS in writing whether the requested scheduled maintenance periods in the detailed plan are acceptable. If GULF POWER objects to any of the requested scheduled maintenance periods, GULF POWER shall advise the QS of the time period closest to the requested period(s) whenthe outage(s) can be scheduled. The QS shall schedule maintenance outages only during periods approved by GULF POWER, such approval not unreasonably withheld. Once the schedule for maintenance has been established and approved by GULF POWER, either Party may request a subsequent change in such schedule and, except when such event is due to Force Majeure, request approval for such change from the other Party, such approval not to be unreasonably withheld or delayed. Scheduled maintenance outage days shall be limited to seven (7) days per calendar year unless the manufacturer's recommendation of maintenance outage days for the technology and equipment used by the Facility exceeds such 7 day period, provided, such number of days is considered reasonable by prudent industry standards and does not exceed two (2) fourteen (14) day intervals, one in the Spring and one in the Fall, in any calendar year. The scheduled maintenance outage days applicable for the QS are days in the Spring and days in the Fall of each calendar year, provided the following periods: June 1 through and including October 31st and December 1 through and including February 28 (or 29<sup>th</sup> as the case may be).

8.3 The QS shall comply with reasonable requests by GULF POWER regarding day-to-day and hour-by-hour communication between the Parties relative to electricity production and maintenance scheduling.

#### 8.4 Dispatch and Control

8.4.1 The power supplied by the QS hereunder shall be in the form of three-phase 60 Hertz alternating current, at a nominal operating voltage of \_\_\_\_\_\_\_,000 volts (\_\_\_\_\_kV) and power factor dispatchable and controllable in the range of 85% lagging to 85% leading as measured at the Delivery Point to maintain system operating parameters, as specified by GULF POWER.

8.4.2 At all times during the term of this Contract, the QS shall operate and maintain the Facility: (a) in such a manner as to ensure compliance with its obligations hereunder, in accordance with prudent engineering and operating practices and applicable law, and (b) with all system protective equipment in service whenever the Facility is connected to, or is operated in parallel with, GULF POWER's system. The QS shall install at the Facility those system protection and control devices necessary to ensure safe and protected operation of all energized equipment during normal testing and repair. The QS shall have qualified personnel test and calibrate all protective equipment at regular intervals in accordance with good engineering and operating practices. A unit functional trip test shall be performed after each overhaul of the Facility's turbine, generator or boilers and the results shall be provided to GULF POWER prior to returning the Facility to service. The specifics of the unit functional trip test will be consistent with good engineering and operating practices.

8.4.3 If the Facility is separated from the GULF POWER system for any reason, under no circumstances shall the QS reconnect the Facility into GULF POWER's system without first obtaining GULF POWER's prior written approval.

8.4.4 During the term of this Contract, the QS shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with GULF POWER. If the Facility has a Committed Capacity greater than 10MW then, the QS shall ensure that operating personnel are on duty at all times, twenty-four (24) hours a calendar day and seven (7) calendar days a week. If the Facility has a Committed Capacity equal to or less than 10 MW then the QS shall ensure that operating personnel are on duty at least eight (8) hours per day from 8 AM CST to 5 PM CST from Monday to Friday, with an operator on call at all other hours.

ISSUED BY: Tiffany Cohen EFFECTIVE: June 9, 2020

## Section No. IX Original Sheet No. 9.100.7

8.4.6 After providing notice to the QS, GULF POWER shall not be required to purchase or receive energy from the QS during any period in which, due to operational circumstances, the purchase or receipt of such energy would result in GULF POWER's incurring costs greater than those which it would incur if it did not make such purchases. An example of such an occurrence would be a period during which the load being served is such that the generating units on line are base load units operating at their minimum continuous ratings and the purchase of additional energy would require taking a base load unit off the line and replacing the remaining load served by that unit with peaking-type generation. GULF POWER shall give the QS as much prior notice as practicable of its intent not to purchase or receive energy and firm capacity pursuant to this Section.

8.4.7 If the Facility has a Committed Capacity less than 75 MW, control, scheduling and dispatch of firm capacity and energy shall be the responsibility of the QS. If the Facility has a Committed Capacity greater than or equal to 75 MW, then control, scheduling and dispatch of firm capacity and energy shall be the responsibility of the QS, except during a "Dispatch Hour", i.e., any clock hour for which GULF POWER requests the delivery of such capacity and energy. During any Dispatch Hour: (a) control of the Facility will either be by Seller's manual control under the direction of GULF POWER (whether orally or in writing) or by Automatic Generation Control by GULF POWER's system control center as determined by GULF POWER, and (b) GULF POWER may request that the real power output be at any level up to the Committed Capacity of the Facility, provided, in no event shall GULF POWER require the real power output of the Facility to be below the Facility's Minimum Load without decommitting the Facility. The Facility shall deliver the capacity and energy requested by GULF POWER within

minutes, taking into account the operating limitations of the generating equipment as specified by the manufacturer, provided such time period specified herein is considered reasonable by prudent industry standards for the technology and equipment being utilized and assuming the Facility is operating at or above its Minimum Load. Start-up time from Cold Shutdown and Facility Turnaround time from Hot to Hot will be takeninto consideration provided such are reasonable and consistent with prudent industry practices for the technology and equipment being utilized. The Facility's Operating Characteristics have been provided by the QS and are set forth in Appendix D, Section IV of Rate Schedule QS-2.

8.4.8 If the Facility has a Committed Capacity of less than 75 MW, GULF POWER may require during certain periods, by oral, written, or electronic notification that the QS cause the Facility to reduce output to a level below the Committed Capacity but not lower than the Facility's Minimum Load. GULF POWER shall provide as much notice as practicable, normally such notice will be of at least four (4) hours. Thefrequency of such request shall not exceed eighteen (18) times per calendar year and the duration of each request shall not exceed four (4) hours.

8.4.9 GULF POWER's exercise of its rights under this Section 8 shall not give rise to any liability or payment obligation on the part of GULF POWER, including any claim for breach of contract or for breach of any covenant of good faith and fair dealing.

#### 9. Completion/Performance Security

The security contemplated by this Section 9 constitutes security for, but is not a limitation of, QS's obligations hereunder and shall not be GULF POWER's exclusive remedy for QS's failure to perform in accordance with this Agreement.

9.1 As security for the achievement of the Guaranteed Capacity Delivery Date and satisfactory performance of its obligations hereunder, the QS shall provide GULF POWER either: (a) an unconditional, irrevocable, standby letter of credit(s) with an expiration date no earlier than the end of the first (1st) anniversary of the Capacity Delivery Date (or the next business day thereafter), issued by a U.S. commercial bank or the U.S. branch of a foreign bank having a Credit Rating of A- or higher by S&P or A3 or higher by Moody's (a "Qualified Issuer"), in form and substance acceptable to GULF POWER (including provisions (i) permitting partial and full draws and (ii) permitting GULF POWER to draw in full if such letter of credit"); (b) a bond, issued by a financially sound Company acceptable to GULF POWER, ("Bond"); or (c) a cash collateral deposited with GULF POWER ("Cash Collateral") (any of (a), (b), or (c), the "Completion/Performance Security"). Completion/Performance Security shall be provided in the amount and by the date listed below:

- (a) \$50.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to GULF POWER within five
- (5) business days of the Effective Date; and
- (b)\$100.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to GULF POWER two years before the Guaranteed Capacity Delivery Date.

"Credit Rating" means with respect to any entity, on any date of determination, the respective ratings then assigned to such entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Moody's or other specified rating agency or agencies or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its "corporate credit rating" by S&P.

**ISSUED BY: Tiffany Cohen** 

Section No. IX Original Sheet No. 9.100.8

"Moody's" means Moody's Investors Service, Inc. or its successor.

"S&P" means Standard & Poor's Ratings Group (a division of The McGraw-Hill Companies, Inc.) or its successor.

9.2 The specific security instrument provided for purposes of this Contract is: () Letter of Credit.

() Bond. () Cash Collateral.

9.3 GULF POWER shall have the right to monitor (a) the financial condition of the issuer of a Letter of Credit in the event any Letter of Credit is provided by the QS, and (b) the insurer, in the case of any Bond. In the event the issuer of a Letter of Credit no longer qualifies as Qualified Issuer or the issuer of a Bond is no longer financially sound, GULF POWER may require the QS to replace the Letter of Credit or the Bond, as applicable. Such replacement Letter of Credit or bond must be issued by a Qualified Issuer or a financially sound issues, as applicable, within ten (10) business days following written notification to the QS of the requirement to replace. Failure by the QS to comply with the requirements of this Section 9.3 shallbe grounds for GULF POWER to draw in full on the existing Letter of Credit or bond and to exercise any other remedies it may have hereunder.

9.4 Notwithstanding the foregoing provisions of this Section 9, pursuant to FPSC Rule 25-17.091(4), F.A.C., a QS qualifying as a "Solid Waste Facility" pursuant to Section 377.709(3) or (5), F.S., respectively, may use an unsecured written commitment or promise to pay in a form reasonably acceptable to GULF POWER, by the local government which owns the Facility or on whose behalf the QS operates the Facility, to secure its obligation to achieve on a timely basis the Capacity Delivery Date and the satisfactory performance of its obligations hereunder.

9.5 GULF POWER shall be entitled to draw the Completion/Performance Security to satisfy any obligation or liability of QS arising pursuant to this Contract.

9.5.1 If the QS fails to achieve the Capacity Delivery Date on or before the in-service date of the Avoided Unit or such later date as permitted by GULF POWER pursuant to Section 5.6, GULF POWER shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred (100%) of the Completion/ Performance Security as liquidated damages free from any claim or right of any nature whatsoever of the QS, including any equity or right of redemption by the QS. The Parties acknowledge that the injury that GULF POWER will suffer as a result of delayed availability of Committed Capacity and energy is difficult to ascertain and that GULF POWER may accept such sums as liquidated damages and resort to any other remedies which may be available to it under law or in equity.

9.5.2 In the event that GULF POWER requires the QS to perform one or more Committed Capacity Test(s) at any time on or before the first anniversary of the Capacity Delivery Date pursuant to Section 5.3 and, in connection with any such Committed Capacity Test(s), the QS fails to demonstrate a Capacity of at least one-hundred percent (100%) of the Committed Capacity set forth in Section 5.1, GULF POWER shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred percent (100%) of the Completion/Performance Security as liquidated damages free from any claim or right of any nature whatsoever of the QS, including any equity or right of redemption by the QS.

9.5.3 QS shall promptly, but in no event more than five (5) business days following any draws on the Completion/Performance Security, replenish the Completion/Performance Security to the amounts required herein.

9.6 The QS, as the Pledgor of the Completion/Performance Security, hereby pledges to GULF POWER, as the secured Party, as security for the achievement of the Capacity Delivery Date and satisfactory performance of its obligations hereunder, and grants to GULF POWER a first priority continuing security interest in, lien on and right of set-off against all Completion/Performance Security transferred to or received by GULF POWER hereunder. Upon the transfer or return by GULF POWER to the QS of Completion/Performance Security, the security interest and lien granted hereunder on that Completion/Performance Security will be released immediately and, to the extent possible, without any further action by either party.

ISSUED BY: Tiffany Cohen

## Section No. IX Original Sheet No. 9.100.10

10.1.4 After the close of each calendar quarter (March 31, June 30, September 30, and December 31) occurring subsequent to the Capacity Delivery Date, the QS shall provide to GULF POWER within ten (10) business days of the close of such calendar quarter with written assurance and documentation (the "Security Documentation"), in form and substance acceptable to GULF POWER, that the amount of the most recently provided Termination Security is sufficient to cover the balance of the Termination Fee. In addition to the foregoing, at any time during the term of this Contract, GULF POWER shall have the right to request, and the QS shall be obligated to deliver within five (5) business days of such request, such Security Documentation. Failure by the QS to comply with the requirements of this Section 10.1.3 shall be grounds for GULF POWER to draw in full on any existing Termination Fee Letter of Credit or Termination Fee Bond or to retain any Termination Fee Cash Collateral, and to exercise any other remedies it may have hereunder to be applied against any Termination Fee that may be due and owing to GULF POWER of the target of the termination fee Bond or the termination Fee Cash Collateral, and to exercise any other remedies it may have hereunder to be applied against any Termination Fee Cash Collateral, and to exercise any other remedies it may have hereunder to be applied against any Termination Fee Cash Collateral, and to exercise any other remedies it may have hereunder to be applied against any Termination Fee Cash Collateral, and to exercise any other remedies it may have hereunder to be applied against any Termination Fee Cash Collateral, and to exercise any other remedies it may have hereunder to be applied against any Termination Fee Cash Collateral, and to exercise any other remedies it may have hereunder to be applied against any Termination Fee Cash Collateral, and to exercise any other remedies it may have hereunder to be applied against any Termination Fee Cash Collateral, and to exercise any other remed

10.1.5 Upon any termination of this Contract following the Capacity Delivery Date, GULF POWER shall be entitled to receive (and in the case of the Termination Fee Letter of Credit or Termination Fee Bond, draw upon such Termination Fee Letter of Credit or Termination Fee Bond) and retain one- hundred percent (100%) of the Termination Security to be applied against any Termination Fee that may be due and owing to GULF POWER or that may in the future be due and owing to GULF POWER. GULF POWER will transfer to the QS any proceeds and Termination Security remaining after liquidation, set-off and/or application under this Article after satisfaction in full of all amounts payable by the QS with respect to any Termination Fee or other obligations due to GULF POWER; the QS in all events will remain liable for any amounts remaining unpaid after any liquidation, set-off and/or application under this Article.

10.2 The QS, as the Pledgor of the Termination Security, hereby pledges to GULF POWER, as the secured Party, as security for the Termination Fee, and grants to GULF POWER a first priority continuing security interest in, lien on and right of set-off against all Termination Security transferred to or received by GULF POWER hereunder. Upon the transfer or return by GULF POWER to the QS of Termination Security, the security interest and lien granted hereunder on that Termination Security will be released immediately and, to the extent possible, without any further action by either party.

10.3 In lieu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Termination Fee Cash Collateral held by GULF POWER (all of which may be retained by GULF POWER), GULF POWER will transfer to the QS on a monthly basis the Interest Amount, Pursuant to Section 9.7.

## 11. Performance Factor

GULF POWER desires to provide an incentive to the QS to operate the Facility during on-peak and off-peak periods in a manner which approximates the projected performance of GULF POWER's Avoided Unit. A formula to achieve this objective is attached as Appendix B.

ISSUED BY: Tiffany Cohen

Section No. IX Original Sheet No. 9.100.11

### 12. Default

Notwithstanding the occurrence of any Force Majeure as described in Section 16, each of the following shall constitute an Event of Default:

- 12.1 The QS fails to meet the applicable requirements specified in Section 1 of this Contract.;
- 12.2 The QS changes or modifies the Facility from that provided in Section 1 with respect to its type, location, technology or fuel source, without prior written approval from GULF POWER.;
- 12.3 After the Capacity Delivery Date, the Facility fails, for twelve (12) consecutive months, to maintain an Annual Capacity Billing Factor, as described in Appendix B, of at least 80%.;
- 12.4 The QS fails to comply with any of the provisions of Section 9.0 hereof (Completion/Performance Security).
- 12.5 The QS fails to comply with any of the provisions of Section 10.0 hereof (Termination Security).;
- 12.6 The QS ceases the conduct of active business; or if proceedings under the federal bankruptcy law or insolvency laws shall be instituted by or for or against the QS or if a receiver shall be appointed for the QS or any of its assets or properties; or if any part of the QS's assets shall be attached, levied upon, encumbered, pledged, seized or taken under any judicial process, and such proceedings shall not be vacated or fully stayed within 30 days thereof;or if the QS shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they become due.
- 12.7 The QS fails to give proper assurance acceptable to GULF POWER of adequate performance as specified under this Contract within 30 days after GULF POWER, with reasonable grounds for insecurity, has requested in writing such assurance-.
- 12.8 The QS materially fails to perform as specified under this Contract, including, but not limited to, the QS's obligations under any part of Sections 8, and 18.
- 12.9 The QS fails to achieve the permitting, licensing, certification, and all federal, state and local governmental environmental and licensing approvals required to initiate construction of the Facility by no later than one year prior to Guaranteed Capacity Date.
- 12.10 The QS fails to comply with any of the provisions of Section 18.3 hereof (Project Management).
- 12.11 Any of the representations or warranties made by the QS in this Contract is false or misleading in any material respect.
- 12.12 The occurrence of an event of default by the QS under the Interconnection Agreement or any applicable Wheeling Agreement;
- 12.13 The QS fails to satisfy its obligations under Section 18.14 hereof (Assignment).
- 12.14 The QS fails to deliver to GULF POWER in accordance with this Contract any energy or firm capacity required to be delivered hereunder or the delivery or sale of any such energy and firm capacity to an entity other than GULF POWER.
- 12.15 The QS fails to perform any material covenant or obligation under this Contract not specifically mentioned in this Section 12.
- 12.16 If at any time after the Capacity Delivery Date, the QS reduces the Committed Capacity due to an event of Force Majeure and fails to repair the Facility and reset the Committed Capacity to the level set forth in Section 5.1 (as such level may be reduced by Section 5.3) within twelve (12) months following the occurrence of such event of Force Majeure.

| ISSUED BY: Tiffany Cohen | EFFECTIVE: June 9, 2020 |
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#### 13. GULF POWER's Rights in the Event of Default

13.1 Upon the occurrence of any of the Events of Default in Section 12, GULF POWER may:

- (a) terminate this Contract, without penalty or further obligation, except as set forth in Section 13.2, by written notice to the QS, and offset against any payment(s) due from GULF POWER to the QS, any monies otherwise due from the QS to GULF POWER;
- (b) draw on the Completion/Performance Security pursuant to Section 9 or collect the Termination Fee pursuant to Section 10 as applicable; and
- (c) exercise any other remedy(ies) which may be available to GULF POWER at law or in equity.

13.2 In the case of an Event of Default, the QS recognizes that any remedy at law may be inadequate because this Contract is unique and/or because the actual damages of GULF POWER may be difficult to reasonably ascertain. Therefore, the QS agrees that GULF POWER shall be entitled to pursue an action for specific performance, and the QS waives all of its rights to assert as a defense to such action that GULF POWER's remedy at law is adequate.

13.3 Termination shall not affect the liability of either party for obligations arising prior to such termination or for damages, if any, resulting from any breach of this Contract.

#### 14. Indemnification/Limits

14.1 GULF POWER and the QS shall each be responsible for its own facilities. GULF POWER and the QS shall each be responsible for ensuring adequate safeguards for other GULF POWER customers, GULF POWER's and the QS's personnel and equipment, and for the protection of its own generating system. Each party (the "Indemnifying Party") agrees, to the extent permitted by applicable law, to indemnify, pay, defend, and hold harmless the other party (the "Indemnifying Party") and its officers, directors, employees, agents and contractors (hereinafter called respectively, "GULF POWER Entities" and "QS Entities") from and against any and all claims, demands, costs, or expenses for loss, damage, or injury to persons or property of the Indemnified Party (or to third parties) caused by, arising out of, or resulting from: (a) a breach by the Indemnifying Party or its contractors, agents, servants or employees in connection with the installation or operation of its generation system (d) the negligence or willful misconduct of the Indemnifying Party or its contractors, agents, servants or employees; or (e) any defect in, failure of, or fault related to, the Indemnifying Party's generation system; (d) the negligence or willful misconduct of the Indemnifying Party or its contractors, agents, servants or employees of electricity, that is the result of, or proximately caused by, the Indemnifying Party or its contractors, agents, servants or employees.

14.2 Payment by an Indemnified Party will not be a condition precedent to the obligations of the Indemnifying Party under Section 14. No Indemnified Party under Section 14 shall settle any claim for which it claims indemnification hereunder without first allowing the Indemnifying Party the right to defend such a claim. The Indemnifying Party shall have no obligations under Section 14 in the event of a breach of the foregoing sentence by the Indemnified Party. Section 14 shall survive termination of this Agreement.

14.3 Limitation on Consequential, Incidental and Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE QS NOR GULF POWER, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS CONTRACT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, UNDER ANY INDEMNITY PROVISION OR ANY OTHER THEORY OF RECOVERY. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MEASURE OF DAMAGES AND

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## Section No. IX Original Sheet No. 9.100.13

ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN

EQUITY ARE WAIVED; <u>PROVIDED</u>, <u>HOWEVER</u>, THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT LIABILITY OR DAMAGES UNDER ANY THIRD PARTY CLAIMS OR THE LIABILITY OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS CONTRACT. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WAIVER OF A PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF.

## 15. Insurance

15.1 The QS shall procure or cause to be procured, and shall maintain throughout the entire term of this Contract, a policy or policies of liability insurance issued by an insurer acceptable to GULF POWER on a standard "Insurance Services Office" commercial general liability form (such policy or policies, collectively, the "QS Insurance"). A certificate of insurance shall be delivered to GULF POWER at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the QS Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for the term of this Contract, and (b) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Contract and the Interconnection Agreement, or (ii) caused by operation of the Facility or any of the QS's equipment or by the QS's failure to maintain the Facility or the QS's equipment in satisfactory and safe operating condition. Effective at least fifteen (15) calendar days prior to the synchronization of the Facility with GULF POWER's system, the QS Insurance shall be amended to include coverage for interruption or curtailment of power supply in accordance with industry standards. Without limiting the foregoing, the QS Insurance must be reasonably acceptable to GULF POWER. Any premium assessment or deductible shall be for the account of the QS and not GULF POWER.

15.2 The QS Insurance shall have a minimum limit of one million dollars (\$1,000,000) per occurrence, combined single limit, for bodily injury (including death) or property damage.

15.3 In the event that such insurance becomes totally unavailable or procurement thereof becomes commercially impracticable, such unavailability shall not constitute an Event of Default under this Contract, but GULF POWER and the QS shall enter into negotiations to develop substitute protection which the Parties in their reasonable judgment deem adequate.

15.4 To the extent that the QS Insurance is on a "claims made" basis, the retroactive date of the policy(ies) shall be the effective date of this Contract or such other date as may be agreed upon to protect the interests of the GULF POWER Entities and the QS Entities. Furthermore, to the extent the QS Insurance is on a "claims made" basis, the QS's duty to provide insurance coverage shall survive the termination of this Contract until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the QS Insurance is on an "occurrence" basis, such insurance shall be maintained in effect at all times by the QS during the term of this Contract.

15.5 The QS Insurance shall provide that it may not be cancelled or materially altered without at least thirty (30) calendar days' written notice to GULF POWER. The QS shall provide GULF POWER with a copy of any material communication or notice related to the QS Insurance within ten (10) business days of the QS's receipt or issuance thereof.

15.6 The QS shall be designated as the named insured and GULF POWER shall be designated as an additional named insured under the QS Insurance. The QS Insurance shall be endorsed to be primary to any coverage maintained by GULF POWER.

## 16. Force Majeure

Force Majeure is defined as an event or circumstance that is not within the reasonable control of, or the result of the negligence of, the affected party, and which, by the exercise of due diligence, the affected party is unable to overcome, avoid, or cause to be avoided in a commercially reasonable manner. Such events or circumstances may include, but are not limited to, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes, difficulties (not caused by the failure of the affected party to comply with the terms of a collective bargaining agreement), or actions or restraints by court order or governmental authority or arbitration award. Force Majeure shall not include (a) the QS's ability to sell capacity and energy to another market at a more advantageous price; (b) equipment breakdown or inability to use equipment caused by its design, construction, operation, maintenance or inability to meet regulatory standards, or otherwise caused by an event originating in the Facility; (c) ) a failure of performance of any other entity, including any entity providing electric transmission service to the QS, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure event; (d) failure of the QS to timely apply for or obtain permits.

ISSUED BY: Tiffany Cohen

## Section No. IX Original Sheet No. 9.100.14

16.1 Except as otherwise provided in this Contract, each party shall be excused from performance when its nonperformance was caused, directly or indirectly by an event of Force Majeure.

16.2 In the event of any delay or nonperformance resulting from an event of Force Majeure, the party claiming Force Majeure shall notify the other party in writing within two (2) business days of the occurrence of the event of Force Majeure, of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether any deadlines or date(s), imposed hereunder may be affected thereby. The suspension of performance shall be of no greater scope and of no greater duration than the cure for the Force Majeure requires. A party claiming Force Majeure shall notify the other party of the cessation of the event of Force Majeure or of the conclusion of the affected party's cure for the event of Force Majeure, in either case within two (2) business days thereof.

16.3 The party claiming Force Majeure shall use its best efforts to cure the cause(s) preventing its performance of this Contract; provided, however, the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the affected party, and such party shall not be required to settle such strikes, lockouts or other labor disputes by acceding to demands which such party deems to be unfavorable.

16.4 If the QS suffers an occurrence of an event of Force Majeure that reduces the generating capability of the Facility below the Committed Capacity, the QS may, upon notice to GULF POWER, temporarily adjust the Committed Capacity as provided in Sections 16.5 and 16.6. Such adjustment shall be effective the first calendar day immediately following GULF POWER's receipt of the notice or such later date as may be specified by the QS. Furthermore, such adjustment shall be the minimum amount necessitated by the event of Force Majeure.

16.5 If the Facility is rendered completely inoperative as a result of Force Majeure, the QS shall temporarily set the Committed Capacity equal to 0 KW until such time as the Facility can partially or fully operate at the Committed Capacity that existed prior to the Force Majeure. If the Committed Capacity is 0 KW, GULF POWER shall have no obligation to make capacity payments hereunder.

16.6 If, at any time during the occurrence of an event of Force Majeure or during its cure, the Facility can partially or fully operate, then the QS shall temporarily set the Committed Capacity at the maximum capability that the Facility can reasonably be expected to operate.

16.7 Upon the cessation of the event of Force Majeure or the conclusion of the cure for the event of Force Majeure, the Committed Capacity shall be restored to the Committed Capacity that existed immediately prior to the Force Majeure. Notwithstanding any other provision of this Contract, upon such cessation or cure, GULF POWER shall have the right to require a Committed Capacity Test to demonstrate the Facility's compliance with the requirements of this section 16.7. Any Committed Capacity Test required by GULF POWER under this Section shall be additional to any Committed Capacity Test under Section 5.3.

16.8 During the occurrence of an event of Force Majeure and a reduction in Committed Capacity under Section 16.4, all Monthly Capacity Payments shall reflect, pro rata, the reduction in Committed Capacity, and the Monthly Capacity Payments will continue to be calculated in accordance with the pay-for-performance provisions in Appendix B.

16.9 The QS agrees to be responsible for and pay the costs necessary to reactivate the Facility and/or the interconnection with GULF POWER's system if the same is (are) rendered inoperable due to actions of the QS, its agents, or Force Majeure events affecting the QS, the Facility or the interconnection with GULF POWER. GULF POWER agrees to reactivate, at its own cost, the interconnection with the Facility in circumstances where any interruptions to such interconnections are caused by GULF POWER or its agents.

## 17. Representations, Warranties, and Covenants of QS

The QS represents and warrants that as of the Effective Date and for the term of this Contract:

17.1 Organization, Standing and Qualification

The QS is a \_\_\_\_\_\_\_(corporation, partnership, or other, as applicable) duly organized and validly existing in good standing under the laws of \_\_\_\_\_\_\_ and has all necessary power and authority to carry on its business as presently conducted, to own or hold under lease its properties and to enter into and perform its obligations under this Contract and all other related documents and agreements to which it is or shall be a Party. The QS is duly qualified or licensed to do business in the State of Florida and in all other jurisdictions wherein the nature of its business and operations or the character of the properties owned or leased by it makes such qualification or licensing necessary and where the failure to be so qualified or licensed would impair its ability to perform its obligations under this Contract or would result in a material liability to or would have a material adverse effect on GULF POWER.

**ISSUED BY: Tiffany Cohen** 

## Section No.IX Original Sheet No. 9.100.15

17.2 Due Authorization, No Approvals, No Defaults, etc.

Each of the execution, delivery and performance by the QS of this Contract has been duly authorized by all necessary action on the part of the QS, does not require any approval, except as has been heretofore obtained, of the \_\_\_\_\_\_\_\_\_\_(shareholders, partners, or others, as applicable) of the QS or any consent of or approval from any trustee, lessor or holder of any indebtedness or other obligation of the QS, except for such as have been duly obtained, and does not contravene or constitute a default under any law, the \_\_\_\_\_\_\_\_(articles of incorporation, bylaws, or other as applicable) of the QS, or any agreement, judgment, injunction, order, decree or other instrument binding upon the QS, or subject the Facility or any component part thereof to any lien other than as contemplated or permitted by this Contract. This Contract constitutes QS's legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by applicable bankruptcy laws from time to time in effect that affect creditors' rights generally or by general principles of equity (regardless of whether such enforcement is considered in equity or at law).

### 17.3 Compliance with Laws

The QS has knowledge of all laws and business practices that must be followed in performing its obligations under this Contract. The QS is in compliance with all laws, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on the QS or GULF POWER.

## 17.4 Governmental Approvals

Except as expressly contemplated herein, neither the execution and delivery by the QS of this Contract, nor the consummation by the QS of any of the transactions contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of governmental authority, except in respect of permits (a) which have already been obtained and are in full force and effect or (b) are not yet required (and with respect to which the QS has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon due application therefore).

#### 17.5 No Suits, Proceedings

There are no actions, suits, proceedings or investigations pending or, to the knowledge of the QS, threatened against it at law or in equity before any court or tribunal of the United States or any other jurisdiction which individually or in the aggregate could result in any materially adverse effect on the QS's business, properties, or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations under this Contract. The QS has no knowledge of a violation or default with respect to any law which could result in any such materially adverse effect or impairment. The QS is not in breach of, in default under, or in violation of, any applicable Law, or the provisions of any authorization, or in breach of, in default under, or in conflict with any provision of any promissory note, indenture or any evidence of indebtedness or security therefore, lease, contract, or other agreement by which it is bound, except for any such breaches, defaults, violations or conflicts which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the business or financial condition of Buyer or its ability to perform its obligations hereunder.

#### 17.6 Environmental Matters

#### 17.6.1 QS Representations

To the best of its knowledge after diligent inquiry, the QS knows of no (a) existing violations of any environmental laws at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.

#### 17.6.2 Ownership and Offering For Sale Of Renewable Energy Attributes

The QS retains any and all rights to own and to sell any and all environmental attributes associated with the electric generation of the Facility, including but not limited to, any and all renewable energy certificates, "green tags" or other tradable environmental interests (collectively "RECs"), of any description.

**ISSUED BY: Tiffany Cohen** 

## Section No. IX Original Sheet No. 9.100.16

17.6.3 Changes in Environmental and Governmental Regulations

If new environmental and other regulatory requirements enacted during the term of the Contract change GULF POWER's full avoided cost of the unit on which the Contract is based, either party can elect to have the contract reopened.

17.7 Interconnection/Wheeling Agreement

The QS has executed an interconnection agreement with GULF POWER, or represents or warrants that it has entered into a valid and enforceable Interconnection Agreement with the utility in whose service territory the Facility is located, pursuant to which the QS assumes contractual responsibility to make any and all transmission-related arrangements (including control area services) between the QS and the transmitting utility for delivery of the Facility's capacity and energy to GULF POWER.

17.8 Technology and Generator Capabilities

That for the term of this Contract the Technology and Generator Capabilities table set forth in Section 1 is accurate and complete.

#### 18. General Provisions

18.1 Project Viability

To assist GULF POWER in assessing the QS's financial and technical viability, the QS shall provide the information and documents requested in Appendix D or substantially similar documents, to the extent the documents apply to the type of Facility covered by this Contract, and to the extent the documents are available. All documents to be considered by GULF POWER must be submitted at the time this Contract is presented to GULF POWER. Failure to provide the following such documents may result in a determination of non-viability by GULF POWER.

18.2 Permits; Site Control

The QS hereby agrees to obtain and maintain Permits which the QS is required to obtain as a prerequisite to engaging in the activities specified in this Contract. QS shall also obtain and maintain Site Control for the Term of the Contract.

#### 18.3 Project Management

18.3.1 If requested by GULF POWER, the QS shall submit to GULF POWER its integrated project schedule for GULF POWER's review within sixty calendar days from the execution of this Contract, and a start-up and test schedule for the Facility at least sixty calendar days prior to start-up and testing of the Facility. These schedules shall identify key licensing, permitting, construction and operating milestone dates and activities. If requested by GULF POWER, the QS shall submit progress reports in a form satisfactory to GULF POWER every calendar month until the Capacity Delivery Date and shall notify GULF POWER of any changes in such schedules within ten calendar days after such changes are determined. GULF POWER shall have the right to monitor the construction, start-up and testing of the Facility, either on-site or off-site. GULF POWER's technical review and inspections of the Facility and resulting requests, if any, shall not be constructed as endorsing the design thereof or as any warranty as to the safety, durability or reliability of the Facility.

18.3.2 The QS shall provide GULF POWER with the final designer's/manufacturer's generator capability curves, protective relay types, proposed protective relay settings, main one-line diagrams, protective relay functional diagrams, and alternating current and direct current elementary diagrams for review and inspection at GULF POWER no later than one hundred eighty calendar days prior to the initial synchronization date.

#### 18.4 Assignment

This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party, such consent to be granted or withheld in such other Party's sole discretion. Any direct or indirect change of control of QS (whether voluntary or by operation of law) shall be deemed an assignment and shall require the prior written consent of GULF POWER. Notwithstanding the foregoing, either Party may, without the consent of the other Party, assign or transfer this Agreement: (a) to any lender as collateral security for obligations under any financing documents entered into with such lender provided, QS shall be responsible for GULF POWER's reasonable costs and expenses associated with the review, negotiation, execution and delivery of any documents or information pursuant to such collateral assignment, including reasonable attorneys' fees (b) to an affiliate of such Party; *provided*, that such affiliate's creditworthiness is equal to or better than that of such Party (and in no event less than Investment Grade) as determined reasonably by the non-assigning or non-transferring Party and; *provided*, further, that any such affiliate shall agree in writing to be bound by and to assume the terms and conditions hereof and any and all obligations to the non-assigning or non-transferring Party arising or accruing hereunder from and after the date of such assumption. "Investment Grade" means BBB- or above from Standard & Poor's Corporation or Baa2 or above from Moody's Investor Services.

#### 18.5 Disclaimer

In executing this Contract, GULF POWER does not, nor should it be construed, to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the QS or any assignee of this Contract.

## **ISSUED BY: Tiffany Cohen**

## Section No. IX Original Sheet No. 9.100.17

18.6 Notification

All formal notices relating to this Contract shall be deemed duly given when delivered in person, or sent by registered or certified mail, or sent by fax if followed immediately with a copy sent by registered or certified mail, to the individuals designated below. The Parties designate the following individuals to be notified or to whom payment shall be sent until such time as either Party furnishes the other Party <u>written instructions to contact another individual</u>:

For the QS:

For GULF POWER:

Gulf Power Company

700 Universe Boulevard Juno Beach, FL 33408 Attn: EMT Contracts Department

This signed Contract and all related documents may be presented no earlier than 8:00 a.m. on the effective date of the Standard Offer Contract, as determined by the FPSC. Contracts and related documents may be mailed to the address below or delivered during normal business hours (8:00 a.m. to 4:45 p.m.) to the visitors' entrance at the address below: Gulf Power Company

700 Universe Boulevard, Juno Beach, FL 33408 Attention: Contracts Manager/Coordinator EMT Contracts Department

18.7 Applicable Law

This Contract shall be construed in accordance with and governed by, and the rights of the Parties shall be construed in accordance with, the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies, without regard to conflict of law rules thereof.

18.8 Venue

The Parties hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of Florida or, in the event that jurisdiction for any matter cannot be established in the United States District Court for the SouthernDistrict of Florida, in the state court for Palm Beach County, Florida, solely in respect of the interpretation and enforcement of the provisions of this Contract and of the documents referred to in this Contract, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Contract or any such document may not be enforced in or by such courts, and the Parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a court. The Parties hereby consent to and grant any such court jurisdiction over the persons of such Parties solely for such purpose and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 18.8 hereof or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

**ISSUED BY: Tiffany Cohen** 

## Section No. IX Original Sheet No. 9.100.18

18.9. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS CONTRACT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION RESULTING FROM, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (d) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 18.9

## 18.10 Taxation

In the event that GULF POWER becomes liable for additional taxes, including interest and/or penalties arising from an Internal Revenue Service's determination, through audit, ruling or other authority, that GULF POWER's payments to the QSfor capacity under Options B, C, D, E or for energy pursuant to the Fixed Firm Energy Payment Option D are not fully deductible when paid (additional tax liability), GULF POWER may bill the QS monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these capacity payments are not currently deductible for federal and/or state income tax purposes. GULF POWER, at its option, may offset these costs against amounts due the QS hereunder. These costs would be calculated so as to place GULF POWER in the same economic position in which it would have been if the entire capacity payments had been deductible in the period in which the payments were made. If GULF POWER decides to appeal the Internal Revenue Service's determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with GULF POWER.

## 18.11 Severability

If any part of this Contract, for any reason, is declared invalid, or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Contract, which remainder shall remain in force and effect as if this Contract had been executed without the invalid or unenforceable portion.

## 18.12 Complete Agreement and Amendments

All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Contract are hereby abrogated. No amendment or modification to this Contract shall be binding unless it shall be set forth in writing and duly executed by both Parties. This Contract constitutes the entire agreement between the Parties.

## 18.13 Survival of Contract

This Contract, as it may be amended from time to time, shall be binding upon, and inure to the benefit of, the Parties' respective successors-in-interest and legal representatives.

## 18.14 Record Retention

The QS agrees to retain for a period of five (5) years from the date of termination hereof all records relating to the performance of its obligations hereunder, and to cause all QS Entities to retain for the same period all such records.

## 18.15 No Waiver

No waiver of any of the terms and conditions of this Contract shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

ISSUED BY: Tiffany Cohen

Section No. IX Original Sheet No. 9.100.19

18.16 Set-Off

GULF POWER may at any time, but shall be under no obligation to, set off any and all sums due from the QS against sums due to the QS hereunder.

18.17 Assistance With GULF POWER's evaluation of FIN 46R

Accounting rules set forth in Financial Accounting Standards Board Interpretation No. 46 (Revised December 2003) ("FIN 46R"), as well as future amendments and interpretations of those rules, may require GULF POWER to evaluate whether the QS must be consolidated, as a variable interest entity (as defined in FIN 46R), in the consolidated financial statements of GULF POWER. The QS agrees to fully cooperate with GULF POWER and make available to GULF POWER all financial data and other information, as deemed necessary by GULF POWER, to perform that evaluation on a timely basis at inception of the PPA and periodically as required by FIN 46R. If the result of an evaluation under FIN 46R indicates that the QS must be consolidated in the financial statements of GULF POWER, the QS agrees to provide financial statements, together with other required information, as determined by GULF POWER, for inclusion in disclosures contained in the footnotes to the financial statements and in GULF POWER's required filings with the Securities and Exchange Commission ("SEC"). The QS shall provide this information to GULF POWER in a timeframe consistent with GULF POWER's earnings release and SEC filing schedules, to be determined at GULF POWER's discretion. The QS also agrees to fully cooperate with GULF POWER and GULF POWER's independent auditors in completing an assessment of the QS's internal controls as required by the Sarbanes- Oxley Act of 2002 and in performing any audit procedures necessary for the independent auditors to issue their opinion on the consolidated financial statements of GULF POWER. GULF POWER will treat any information provided by the QS in satisfying Section 18.17 as confidential information and shall only disclose such information to the extent required by accounting and SEC rules and any applicable laws.

| IN         | WITNESS     | WHEREOF, the | QS | and | GULF POWER      | executed | this | Contract | this | day of |
|------------|-------------|--------------|----|-----|-----------------|----------|------|----------|------|--------|
| WITNESS:   |             |              |    |     | ER COMPANY      |          | _    |          |      |        |
| Date       |             |              |    |     |                 |          |      |          |      |        |
| WITNES:    |             |              |    |     |                 |          | (QS  | 5)       |      |        |
|            |             |              |    |     |                 |          |      | _        |      |        |
|            |             |              |    |     |                 |          |      |          |      |        |
|            |             |              |    |     |                 |          |      |          |      |        |
| ISSUED BY: | : Tiffany C | ohen         | E  | FEC | TIVE: June 9, 2 | 020      |      |          |      |        |
|            |             |              |    |     |                 |          |      |          |      |        |

Section No. IX First Revised Sheet No. 9.115 Canceling Original Sheet No. 9.115

# STANDARD INTERCONNECTION AGREEMENT FOR NON-EXPORT PARALLEL OPERATORS 10 MVA OR LESS

| This Agreement is made and entered into this | day of, 20, by and                          |
|----------------------------------------------|---------------------------------------------|
| between                                      | (hereinafter called "Customer"), located at |
| in                                           | , Florida and Gulf Power Company            |

(hereafter called "Company"), a corporation organized under the laws of the State of Florida. The Customer and the Company shall collectively be called the "Parties".

# WITNESSETH:

**WHEREAS,** a Non-Export Parallel Operator (NPO) is a generating system that runs in parallel with the Company, is rated at no more than 10 megavolt-amperes (MVA) alternating current (AC) power output and is primarily intended to offset part or all of a Customer's existing electricity requirements, but never exports power into the Company's supply grid. A Customer that parallels the Company for 100 milliseconds or less to accomplish a "hot" transfer is not considered to be a NPO.

**WHEREAS**, the Customer has made a request to interconnect its owned or leased NPO with the Company's electrical supply grid at a standard service voltage (13.2 kilovolts or less) as specified in the Company's Standard Electrical Service Requirements.

**NOW, THEREFORE**, that and for the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

 The Customer certifies that the NPO equipment, its installation, its operation and its maintenance shall be in compliance with: IEEE-1547 and standards referenced by IEEE-1547; the National Electrical Code; state and local building codes, mechanical codes, and electrical codes; and the manufacturer's installation, operation, and maintenance instructions.

ISSUED BY: Charles S. Boyett EFFECTIVE: March 29, 2019

Section No. IX First Revised Sheet No. 9.116 Canceling Original Sheet No. 9.116

(Continued from Agreement, Sheet No. 9.115)

- 2. The Customer's NPO will generate power only for the Customer's own use and shall not export power into the Company's supply grid. The Customer shall not energize the Company's system when the Company's system is de-energized. The Customer shall cease to energize the Company's system during a faulted condition on the Company's system. The Customer shall cease to energize the Company's system prior to the automatic or non-automatic reclosing of the Company's protective device(s). The protective scheme used to accomplish the non-export design shall be approved by the Protection and Control Department of the Company.
- 3. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the Company. If the NPO is leased to the Customer by a third party, or if operation or maintenance of the NPO is to be performed by a third party, the lease or performance agreements and any pertinent documents related to those agreements, shall be provided to the Company.
- 4. The Company shall not provide service under conditions requiring operation in parallel with generation equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other Customers or with service furnished by others.
- 5. The Customer shall have the completed NPO inspected and approved by the appropriate code authority having jurisdiction. The Customer shall provide proof of this inspection and approval to the Company. The Company shall also inspect and approve the NPO. All such inspections and approvals shall be completed before the NPO may be put into service.

**ISSUED BY:** Charles S. Boyett

Section No. IX First Revised Sheet No. 9.117 Canceling Original Sheet No. 9.117

(Continued from Agreement, Sheet No. 9.116)

- 6. The Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000). The Customer shall provide to the Company initial proof of insurance in the form of a certificate evidencing the Customer's insurance coverage in effect at the time of interconnection. The certificate shall list the NPO as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within 30 days of any policy renewal. As an alternative to the foregoing insurance requirement, the Customer may self-insure upon receiving the Company's prior written approval. In the event that the Company approves Customer's request to self-insure, Customer shall provide proof of its continuing ability to self-insure to the Company on an annual basis, or more frequently if requested by the Company.
- 7. The Customer shall pay the Company a "Contribution in Aid to Construction" (CIAC) to design, procure, construct, and install any Company owned system upgrades necessary to accommodate the NPO.
- 8. The Customer is responsible for the protection of its generation equipment, interconnection equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the Company's utility system in delivering and restoring system power. The Customer is also responsible for ensuring that the NPO equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. The Customer will maintain the minimum protection standards for Non-Export Parallel Operators 10 MVA or less as set forth in this Agreement.

ISSUED BY: Charles S. Boyett

Section No. IX First Revised Sheet No. 9.118 Canceling Original Sheet No. 9.118

(Continued from Agreement, Sheet No. 9.117)

- 9. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type (or some other disconnect mechanism mutually agreed to by the Customer and the Company) to provide a separation point between the self contained electrical meter or the meter's current transformers and the point where the NPO connects to the Customer's system or the Customer's main disconnect such that back feed from the NPO to the Company's utility system can not occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked in the open position with a Company padlock. When locked and tagged in the open position by the Company, this switch will be under the control of the Company.
- 10. The Company may open the switch, isolating the NPO, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, the utility shall at the time of disconnection leave a door hanger notifying the Customer that the NPO has been disconnected, including an explanation of the condition necessitating such action. The switch will be re-closed by the Company as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the switch to be opened are:
  - Company utility system emergencies or maintenance requirements.
  - Hazardous conditions existing on the Company's utility system due to the operation of the Customer's NPO generation or protective equipment as determined by the Company.
  - Adverse electrical effects (such as power quality problems) on the electrical equipment of the Company's other electric consumers caused by the NPO as determined by the Company.
  - Failure of the Customer to maintain the required insurance for the duration of this Agreement.

ISSUED BY: Charles S. Boyett EFFECTIVE: March 29, 2019

Section No. IX First Revised Sheet No. 9.119 Canceling Original Sheet No. 9.119

(Continued from Agreement, Sheet No. 9.118)

- 11. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost, claims or expense, including attorney's fees, which the Company, its subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement. The Company agrees to indemnify and hold harmless the Customer, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer, its subsidiaries or affiliates, and their respective employees, officers and directors, may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company under the obligations of this Agreement.
- 12. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's NPO. Specifically, any Company inspection of the NPO shall not be construed as confirming or endorsing the NPO design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the NPO equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any NPO equipment or procedure.
- 13. The Company will furnish, install, own and maintain metering equipment to measure the kilowatt-hours (kWh) delivered by the Company to the Customer, and if applicable, the kilowatt demand and time of use.
- 14. The Customer agrees to permit the Company, if it should so choose, to inspect the NPO and its component equipment and the documents necessary to insure compliance with various sections of this Agreement, both before and after the Customer's NPO goes into service, and to witness the initial testing of the Customer's NPO equipment and protective apparatus.

ISSUED BY: Charles S. Boyett

Section No. IX First Revised Sheet No. 9.120 Canceling Original Sheet No. 9.120

(Continued from Agreement, Sheet No. 9.119)

- 15. Once the Company has received the Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a Company representative, the Company will within, 10 business days, send written notice that parallel operation of the NPO may commence.
- 16. The Customer shall not have the right to assign its benefits or obligations under this agreement without the Company's prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement.
- 17. In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with Customer or any assignee of this Agreement.
- 18. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company's Tariff as it may be modified, changed, or amended from time to time.
- 19. The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference.
- 20. On termination of services pursuant to this Agreement, the Company shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the NPO and any associated equipment from the Company's electric supply system, notify the Company that the isolation is complete, and coordinate with the Company for return of the Company's lock.

**ISSUED BY:** Charles S. Boyett

Section No. IX First Revised Sheet No. 9.121 Canceling Original Sheet No. 9.121

(Continued from Agreement, Sheet No. 9.120)

- 21. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.
- 22. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this agreement is assigned, the Customer shall notify the Company prior to the effective date of the assignment.
- 23. Minimum Protection Standards for Non-Export Parallel Operators 10 MVA or Less

For a parallel, non-exporting installation, protection requirements include some or all of the following in accordance with the Protection and Control system study. The settings shall be determined as part of the design review.

| Element | Element Description           |  |  |  |
|---------|-------------------------------|--|--|--|
| 50      | Phase Inst. Overcurrent       |  |  |  |
| 50N     | Neutral Inst Overcurrent      |  |  |  |
| 51      | Phase Time Overcurrent        |  |  |  |
| 51N     | Neutral Time Overcurrent      |  |  |  |
| 32-1    | Reverse Power                 |  |  |  |
| 62-1    | Timer for 32                  |  |  |  |
| 32-2    | Reverse Power                 |  |  |  |
| 62-2    | Timer for 32                  |  |  |  |
| 47      | Negative Sequence Overvoltage |  |  |  |
| 162     | Timer for 47                  |  |  |  |

**ISSUED BY:** Charles S. Boyett

|              |                                                             | Section No. IX<br>Second Revised Sheet No. 9.122<br>Canceling First Revised Sheet No. 9.122 |
|--------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| (Continued f | rom Agreement, Sheet No. 9.121)                             |                                                                                             |
|              | E <b>SS WHEREOF</b> , Customer and the Co<br>above written. | ompany have executed this Agreement the day and                                             |
| GULF PC      | OWER COMPANY                                                |                                                                                             |
| Ву:          | (Signature)                                                 |                                                                                             |
|              | (Signature)                                                 |                                                                                             |
|              | (Print or Type Name)                                        |                                                                                             |
| Title:       |                                                             |                                                                                             |
| Date:        |                                                             |                                                                                             |
|              |                                                             |                                                                                             |
| CUSTOM       |                                                             |                                                                                             |
| Ву:          | (Signature)                                                 |                                                                                             |
|              | (Print or Type Name)                                        |                                                                                             |
| Title:       | (Find of Type Marile)                                       |                                                                                             |
|              |                                                             |                                                                                             |
|              |                                                             | —                                                                                           |
|              |                                                             |                                                                                             |
|              |                                                             |                                                                                             |
|              |                                                             |                                                                                             |
|              |                                                             |                                                                                             |
|              |                                                             |                                                                                             |
| ISSUED       | BY: Charles S. Boyett                                       | EFFECTIVE: March 29, 2019                                                                   |
|              |                                                             |                                                                                             |

MFR E-14 Workpapers LT-1 Revenues 2022 Test Year

Gulf Stand Alone 2022

|                          |        |            | Present State |           |               |        |            | Proposed State |           |               |
|--------------------------|--------|------------|---------------|-----------|---------------|--------|------------|----------------|-----------|---------------|
| Tier                     | Counts | Fixture    | Maintenance   | Energy    | Total         | Counts | Fixture    | Maintenance    | Energy    | Total         |
| В2                       | 3,039  | 13,674     | 3,920         | 608       | \$<br>18,202  | 3,039  | 14,088     | 4,091          | 702       | \$<br>18,881  |
| C2                       | 6,258  | 28,163     | 8,073         | 2,503     | \$<br>38,739  | 6,258  | 29,014     | 8,426          | 2,697     | \$<br>40,137  |
| С3                       | 4,226  | 31,696     | 5,452         | 1,690     | \$<br>38,838  | 4,226  | 32,271     | 5,690          | 1,821     | \$<br>39,781  |
| D7                       | 198    | 3,860      | 255           | 119       | \$<br>4,234   | 198    | 3,887      | 267            | 125       | \$<br>4,279   |
| E2                       | 1,647  | 7,414      | 2,125         | 1,318     | \$<br>10,857  | 1,647  | 7,638      | 2,218          | 1,369     | \$<br>11,225  |
| E3                       | 5,411  | 40,580     | 6,980         | 4,329     | \$<br>51,889  | 5,411  | 41,316     | 7,285          | 4,496     | \$<br>53,097  |
| F4                       | 3,408  | 35,784     | 4,396         | 3,408     | \$<br>43,588  | 3,408  | 36,247     | 4,588          | 3,513     | \$<br>44,349  |
| G3                       | 1,554  | 11,657     | 2,005         | 1,865     | \$<br>15,527  | 1,554  | 11,868     | 2,093          | 1,913     | \$<br>15,874  |
| Н3                       | 1,380  | 10,351     | 1,780         | 1,932     | \$<br>14,064  | 1,380  | 10,539     | 1,858          | 1,975     | \$<br>14,372  |
| 04                       | 355    | 3,723      | 457           | 993       | \$<br>5,173   | 355    | 3,771      | 477            | 1,004     | \$<br>5,252   |
| Р4                       | 292    | 3,063      | 376           | 875       | \$<br>4,315   | 292    | 3,103      | 393            | 884       | \$<br>4,380   |
| Fixtures                 | 27,768 | \$ 189,965 | \$ 35,821     | \$ 19,640 | \$<br>245,425 | 27,768 | \$ 193,742 | \$ 37,386      | \$ 20,498 | \$<br>251,627 |
| Wood Pole                | 588    | 4,557      | -             | -         | \$<br>4,557   | 588    | 4,557      | -              | -         | \$<br>4,557   |
| Concrete Pole            | 504    | 8,845      | -             | -         | \$<br>8,845   | 504    | 8,845      | -              | -         | \$<br>8,845   |
| Decorative Concrete Pole | 336    | 7,459      | -             | -         | \$<br>7,459   | 624    | 13,853     | -              | -         | \$<br>13,853  |
| Conversion Fee           | 9,464  | 14,007     | -             | -         | \$<br>14,007  | 9,464  | 14,007     | -              | -         | \$<br>14,007  |
| TOTAL                    |        | \$ 224,833 | \$ 35,821     | \$ 19,640 | \$<br>280,294 |        | \$ 235,004 | \$ 37,386      | \$ 20,498 | \$<br>292,889 |

| Company    | Rate Class      | Bill Component    | 2022          |
|------------|-----------------|-------------------|---------------|
| Gulf Power | G - GSD/GSDT    | Base Other - EDR  | (\$2,738)     |
| Gulf Power | G - LP/LPT      | Base Other - EDR  | (\$328,566)   |
| Gulf Power | G - Major Accts | Base Other - CISR | (\$3,088,441) |

### MFR E-14 Workpapers Customer Charges workpaper 2022 Test Year

| Line<br>No. | Methodologies: 12CP and 1/13th; w/o MDS            | G - GS     | G - GSD/GSDT | G - LP/LPT | G - Major Accts | G - OS     | G - Residential | G - SBS     |
|-------------|----------------------------------------------------|------------|--------------|------------|-----------------|------------|-----------------|-------------|
| 1           | Customer                                           |            |              |            |                 |            |                 |             |
| 2           | Unit Costs (\$/Unit)                               |            |              |            |                 |            |                 |             |
| 3           | Transmission Pull-Offs                             | 0.000000   | 0.095039     | 0.000000   | 125.090203      | 0.000000   | 0.000000        | 970.127961  |
| 4           | Distribution - Meters                              | 4.796011   | 14.064148    | 34.772245  | 87.562535       | 0.000006   | 2.187587        | 386.571644  |
| 5           | Distribution - Installation on Customer's Premises | 0.093888   | 0.093633     | 0.093674   | 0.085573        | 0.000000   | 0.094505        | 0.031058    |
| 6           | Distribution - Services                            | 3.240647   | 3.414910     | 11.874374  | 24.600431       | 0.000000   | 3.259176        | 32.580741   |
| 7           | Customer - Meter Reading                           | 3.069866   | 3.412944     | 3.402800   | 3.459994        | 0.000008   | 3.323256        | 3.431046    |
| 8           | Customer - Collections, Service and Sales          | 8.508376   | 8.485638     | 8.488877   | 8.474646        | 0.007741   | 8.565018        | 8.446224    |
| 9           | Customer - Miscellaneous Expenses                  | 0.798178   | 2.063723     | 5.205884   | 13.969285       | 0.000349   | 0.355588        | 64.698567   |
| 10          | Customer - Field Collection - Late Pay Charges     | (0.873187) | (0.371569)   | 0.000000   | (0.113374)      | (0.000005) | (1.087082)      | 0.000000    |
| 11          | Customer - Initial Connection Charges              | (0.019000) | (0.008085)   | 0.000000   | (0.002467)      | (0.00000)  | (0.023655)      | 0.000000    |
| 12          | Customer - Connection of Existing Acct Charges     | (0.466757) | (0.187884)   | 0.000000   | (0.062900)      | (0.00003)  | (0.339200)      | 0.000000    |
| 13          | Customer - Reconnection Charges                    | (0.003083) | 0.000000     | 0.000000   | 0.000000        | 0.000000   | (0.200060)      | 0.000000    |
| 14          | Customer - Returned Check Charges                  | (0.014603) | (0.018262)   | 0.000000   | 0.000000        | 0.000000   | (0.063839)      | 0.000000    |
| 15          | Customer - Current Diversion Charges               | (0.023817) | (0.010135)   | 0.000000   | (0.003092)      | (0.00000)  | (0.029651)      | 0.000000    |
| 16          | Customer - Other Billings (Charges)                | (0.071865) | (0.071672)   | (0.071700) | (0.071580)      | (0.000065) | (0.072343)      | (0.071340)  |
| 17          | Subtotal Unit Costs (\$/Unit)                      | 19.034653  | 30.962427    | 63.766154  | 262.989254      | 0.008031   | 15.969301       | 1465.815901 |
| 18          |                                                    |            |              |            |                 |            |                 |             |
| 19          | Present Customer Charge                            | 25.25      | 46.92        | 262.8      | 1000            |            | 0.64/day        | 261.68      |
| 20          | Proposed Customer Charge                           | 29.34      | 63.27        | 364.9      | 1840.53         |            | 0.82/day        | 262.06      |

| Schedule E-1               | 15                                                                         |                         | PROJECTED BILLING DETERMINANTS - DERIVATION                                                                                                                                                                                                                                                                                        | Page 1 of 1                                                                                                                                                                |
|----------------------------|----------------------------------------------------------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMPANY:                   | JBLIC SERVICE COMMISSION<br>GULF POWER COMPANY<br>D.: 20210015-EI          | EXPLANATION:            | Trace how the billing determinants were derived from the preliminary forecasts used for test year budget. Provide supporting assumptions and details of forecasting techniques. Reconcile the billing determinants with the forecast by customer class determinants with the forecast by customer class in the Ten-Year-Site Plan. | Type of Data Shown:<br>X Projected Test Year Ended <u>12/31/22</u><br>Prior Year Ended _/_/_<br>Historical Test Year Ended _/_/_<br>Witness: Tiffany C. Cohen, Jun K. Park |
| Line<br>No.                |                                                                            |                         | (1)                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                            |
| 1<br>2<br>3                | The Rates and Tariffs Department p forecasted by month at the revenue      |                         | Revenue forecast using historical data and the official company forecast of cue<br>ential, commercial, industrial, etc.).                                                                                                                                                                                                          | stomers and kWh sales which are                                                                                                                                            |
| 4<br>5<br>6                | The Rates & Tariffs Department the<br>The steps followed in the estimating | •                       | erminants and associated base revenues by rate schedule.<br>ed below.                                                                                                                                                                                                                                                              |                                                                                                                                                                            |
| 7<br>8<br>9<br>10          | (1) The number of custom<br>class through the 12-m                         |                         | ed on the historical average of each rate schedule's contribution to total custor ber 2020.                                                                                                                                                                                                                                        | ners in their respective revenue                                                                                                                                           |
| 10<br>11<br>12<br>13       | (2) Change in the number revenue class were he                             |                         | esidential revenue class was allocated to the RS rate schedule. All other rate                                                                                                                                                                                                                                                     | schedules in the Residential                                                                                                                                               |
| 14<br>15<br>16             | (3) Change in the number<br>Commercial revenue c                           |                         | ommercial revenue class was allocated to the GS and GSD rate schedules. A stant values.                                                                                                                                                                                                                                            | Il other rate schedules in the                                                                                                                                             |
| 17<br>18<br>19             | (4) kWh sales are allocate<br>the 12-months ending                         |                         | cal average of each rate schedule's contribution to the total sales in their resp                                                                                                                                                                                                                                                  | ective revenue class through                                                                                                                                               |
| 20<br>21<br>22             |                                                                            |                         | ule based on the historical relationships between sales and billing demand.<br>The appropriate rates to the forecasted billing determinants for each rate sched                                                                                                                                                                    | lle                                                                                                                                                                        |
| 23<br>24<br>25<br>26<br>27 | (7) Outdoor and Street Lig                                                 | hting projected billing | determinants are based on the historical relationships between existing custo<br>umber of customers moving to LED Lighting.                                                                                                                                                                                                        |                                                                                                                                                                            |
| 28<br>29<br>30<br>31       |                                                                            |                         |                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                            |

Supporting Schedules: E-9

Recap Schedules:

| Schedule | E-16 |
|----------|------|
|----------|------|

#### CUSTOMERS BY VOLTAGE LEVEL

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| FLORIDA PUBLIC SERVICE COMMISSION<br>COMPANY: GULF POWER COMPANY<br>DOCKET NO.: 20210015-EI |     | Provide a schedule of the number of custo<br>sub-transmission, primary distribution, and<br>voltages by rate schedule for the test year<br>Customers served directly from a company<br>listed under the voltage level at which they | secondary distribution<br>and prior year.<br>/-owned substation must be |     | Type of Data Shown:<br>X Projected Test Year Ended 12/31/22<br>_ Prior Year Ended/_/_<br>_ Historical Test Year Ended/_/_<br>Witness: Tara B. DuBose, Jun K. Park |
|---------------------------------------------------------------------------------------------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1)                                                                                         | (2) | (3)                                                                                                                                                                                                                                 | (4)                                                                     | (5) |                                                                                                                                                                   |

|             |                                   | (-)                               | (-)                                       | ( )                                            | (-)                 |
|-------------|-----------------------------------|-----------------------------------|-------------------------------------------|------------------------------------------------|---------------------|
| Line<br>No. | Rate Class                        | TRANSMISSION VOLTAGE<br>CUSTOMERS | PRIMARY DISTRIBUTION<br>VOLTAGE CUSTOMERS | SECONDARY<br>DISTRIBUTION VOLTAGE<br>CUSTOMERS | TOTAL CUSTOMERS     |
| 2           | RETAIL<br>G - GS                  |                                   |                                           | 34,246                                         | 34,246              |
| 3<br>4      | G - GSD/GSDT<br>G - LP/LPT        | 1                                 | 30<br>18                                  | 184                                            | 15,678<br>202       |
| 5<br>6      | G - Major Accts<br>G - OS         | 11                                | 29                                        | 89<br>10,267                                   | 130<br>10,267       |
| 7           | G - Residential                   |                                   |                                           | 418,415                                        | 418,415             |
| 8<br>9      | G - SBS<br>TOTAL RETAIL           | 2                                 | <u> </u>                                  | 478,849                                        | <u>3</u><br>478,941 |
| 10          |                                   |                                   | 10                                        | 110,010                                        |                     |
| 11<br>12    | WHOLESALE<br>G - FPU (INT)        | 1                                 |                                           |                                                | 1                   |
| 13<br>14    | G - FPU (PEAK)<br>TOTAL WHOLESALE | 1                                 |                                           |                                                | 1                   |
| 14          |                                   |                                   |                                           |                                                |                     |
| 16<br>17    | TOTAL CUSTOMERS                   | 16                                | 79                                        | 478,849                                        | 478,943             |
| 18          |                                   |                                   |                                           |                                                |                     |
| 19<br>20    |                                   |                                   |                                           |                                                |                     |
| 21<br>22    |                                   |                                   |                                           |                                                |                     |
| 23          |                                   |                                   |                                           |                                                |                     |
| 24<br>25    |                                   |                                   |                                           |                                                |                     |
| 26          |                                   |                                   |                                           |                                                |                     |
| 27<br>28    |                                   |                                   |                                           |                                                |                     |
| 29<br>30    |                                   |                                   |                                           |                                                |                     |
| 31          |                                   |                                   |                                           |                                                |                     |
| 32<br>33    |                                   |                                   |                                           |                                                |                     |
| 34          |                                   |                                   |                                           |                                                |                     |
| 35<br>36    |                                   |                                   |                                           |                                                |                     |
| 37          |                                   |                                   |                                           |                                                |                     |
| 38<br>39    |                                   |                                   |                                           |                                                |                     |
| 40          |                                   |                                   |                                           |                                                |                     |

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| FLORIDA PUBLIC SERVICE COMMISSION | EXPLANATION: | For each rate class that is not 100%                                                                                                                                                         | , 0                                                                                                           |                                             |
|-----------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| COMPANY: GULF POWER COMPANY       |              | the estimated historic value and 90% research for (1) contribution to mont                                                                                                                   | thly system peaks (coincident), (2) r                                                                         | nonthly                                     |
| DOCKET NO: 20210015-EI            |              | non coincident peak (class peaks) a<br>(billing demand for demand classes<br>meters, provide actual monthly valu-<br>as actual values. Provide the annua<br>NCP Load Factor and the Customer | ). For classes that are 100% meter<br>es for the aforementioned demands<br>al kWh as well as the 12 CP Load F | ed with time recording<br>and identify such |
| (1) (2)                           | (3)          | (4)                                                                                                                                                                                          | (5)                                                                                                           | (6)                                         |

Type of Data Shown:

Projected Test Year Ended \_/\_/\_ \_\_\_\_Prior Year Ended \_/\_/\_\_ \_\_\_\_\_ Historical Test Year Ended 12/31/2019

Witness: Tara B. DuBose

|            | (1)                 | (2)                          | (3)                   | (4)            | (5)         | (6)                | (7)<br>Estimated | (8)        |
|------------|---------------------|------------------------------|-----------------------|----------------|-------------|--------------------|------------------|------------|
|            |                     |                              | Estimated             | 90%            | Estimated   | 90%                | Customer         | 90%        |
| Line       | Rate                | Month and                    | Coincident            | Confidence     | Class       | Confidence         | Maximum          | Confidence |
| No.        | Class               | Year                         | Peak (CP)             | Interval       | Peak (GNCP) | Interval           | Demand (NCP)     | Interval   |
| 10.        | Oldoo               | loui                         | kW                    | kW             | kW          | kW                 | kW               | kW         |
| 1          |                     | 1 10                         | 55 000                | 0.705          | 50.000      | 0.040              | 100.000          | 15.107     |
| 2          | GS                  | Jan-19                       | 55,888                | 8,735          | 59,696      | 6,943              | 129,663          | 15,197     |
| 3          |                     | Feb-19                       | 52,093                | 5,043          | 64,220      | 7,116              | 158,120          | 12,033     |
| 4          |                     | Mar-19                       | 45,671                | 7,956          | 56,804      | 9,753              | 129,251          | 12,822     |
| 5          |                     | Apr-19                       | 61,813                | 6,793          | 65,042      | 9,815              | 117,657          | 16,601     |
| 6          |                     | May-19                       | 61,512                | 6,662          | 67,228      | 13,567             | 112,459          | 20,186     |
| 7          |                     | Jun-19                       | 78,447                | 6,888          | 81,102      | 6,942              | 142,987          | 20,175     |
| 8          |                     | Jul-19                       | 69,747                | 6,800          | 80,590      | 5,246              | 133,886          | 15,906     |
| 9          |                     | Aug-19                       | 67,929                | 5,305          | 85,386      | 8,846              | 135,609          | 14,185     |
| 10         |                     | Sep-19                       | 62,436                | 5,613          | 91,372      | 9,247              | 139,780          | 15,571     |
| 11         |                     | Oct-19                       | 69,772                | 6,000          | 93,327      | 7,065              | 153,989          | 14,121     |
| 12         |                     | Nov-19                       | 62,130                | 11,593         | 67,567      | 17,439             | 138,675          | 16,904     |
| 13         |                     | Dec-19                       | 55,246                | 6,961          | 57,830      | 7,882              | 126,099          | 11,929     |
| 14         |                     |                              |                       |                |             |                    |                  |            |
| 15         |                     |                              |                       |                |             |                    |                  |            |
| 16         |                     |                              |                       |                |             |                    |                  |            |
| 17<br>18   | Annual Coincider    | nt Peak (CP):                | 78,447 (June)         |                |             | Annual kWh:        | 328,640,315      |            |
| 19         | 12 Month Coincid    | lent Peak Average (12 CP):   | 61,890                |                |             | 12 CP Load Factor: | 60.62%           |            |
| 20<br>21   | Class Peak (GNC     | CP):                         | 93,327 (Octob         | er)            |             | GNCP Load Factor:  | 40.20%           |            |
| 22<br>23   | Customers Maxir     | num Demand (NCP):            | 158,120 (Febru        | ary)           |             | NCP Load Factor:   | 23.73%           |            |
| 24         |                     |                              |                       |                |             |                    |                  |            |
| 25<br>26   | Notoo, MED is       | based on historical data fro | m Culfo 2010 Lood B   | accords Study  |             |                    |                  |            |
| 26<br>27   | NOTES: WIFK IS      | based on historical data fro | om Guit's 2019 Load R | esearch Study. |             |                    |                  |            |
| 28         |                     |                              |                       |                |             |                    |                  |            |
| 29         |                     |                              |                       |                |             |                    |                  |            |
| 29<br>30   |                     |                              |                       |                |             |                    |                  |            |
| 30<br>31   |                     |                              |                       |                |             |                    |                  |            |
|            |                     |                              |                       |                |             |                    |                  |            |
| 32         |                     |                              |                       |                |             |                    |                  |            |
| 33<br>34   |                     |                              |                       |                |             |                    |                  |            |
| 34<br>35   |                     |                              |                       |                |             |                    |                  |            |
| <b>3</b> 0 | orting Schedules E- |                              |                       |                |             |                    |                  |            |

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| FLORIDA PUBLIC SERVICE COMMISSION | EXPLANATION: | For each rate class that is not 100% metered by the estimated historic value and 90% confidence     |
|-----------------------------------|--------------|-----------------------------------------------------------------------------------------------------|
| COMPANY: GULF POWER COMPANY       |              | research for (1) contribution to monthly system p                                                   |
|                                   |              | non coincident peak (class peaks) and (3) month (billing demand for demand classes). For classe     |
| DOCKET NO: 20210015-EI            |              | meters, provide actual monthly values for the afo<br>as actual values. Provide the annual kWh as we |
|                                   |              | NCP Load Eactor and the Customer Load Eactor                                                        |

time recording meters, provide ce interval by month from the latest load peaks (coincident), (2) monthly thly customer maximum demand ses that are 100% metered with time recording forementioned demands and identify such vell as the 12 CP Load Factor, Class NCP Load Factor and the Customer Load Factor for each class.

Type of Data Shown:

Projected Test Year Ended \_/\_/\_

Prior Year Ended \_/\_/\_ X Historical Test Year Ended 12/31/2019

Witness: Tara B. DuBose

| Month and<br>Year<br>Jan-19<br>Feb-19<br>Mar-19<br>Apr-19<br>Jun-19<br>Jul-19<br>Aug-19<br>Sep-19<br>Oct-19 | Estimated<br>Coincident<br>Peak (CP)<br>kW<br>266,410<br>261,618<br>236,133<br>371,607<br>399,155<br>479,942<br>457,071<br>430,110<br>447,314 | 90%<br>Confidence<br>Interval<br>kW<br>19,440<br>16,151<br>18,598<br>21,249<br>21,428<br>21,428<br>21,489<br>17,233<br>15,833 | Estimated<br>Class<br>Peak (GNCP)<br>kW<br>343,738<br>367,562<br>346,444<br>378,437<br>419,154<br>487,431<br>488,819                                       | 90%<br>Confidence<br>Interval<br>kW<br>28,959<br>16,242<br>21,562<br>22,490<br>23,138<br>25,531                                                                                         | Estimated<br>Customer<br>Maximum<br>Demand (NCP)<br>kW<br>581,412<br>610,988<br>580,438<br>580,438<br>547,341<br>560,403                                                                                                                                                                                                     | 90%<br>Confidence<br>Interval<br>kW<br>37,78:<br>33,04:<br>38,89:<br>30,32:<br>31,26:                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Year<br>Jan-19<br>Feb-19<br>Mar-19<br>May-19<br>Jun-19<br>Jul-19<br>Aug-19<br>Sep-19                        | Coincident<br>Peak (CP)<br>kW<br>266,410<br>261,618<br>236,133<br>371,607<br>399,155<br>479,942<br>457,071<br>430,110<br>447,314              | Confidence<br>Interval<br>kW<br>19,440<br>16,151<br>18,598<br>21,249<br>21,428<br>21,428<br>21,489<br>17,233                  | Class<br>Peak (GNCP)<br>kW<br>343,738<br>367,562<br>346,444<br>378,437<br>419,154<br>487,431                                                               | Confidence<br>Interval<br>kW<br>28,959<br>16,242<br>21,562<br>22,490<br>23,138                                                                                                          | Maximum<br>Demand (NCP)<br>kW<br>581,412<br>610,988<br>580,438<br>580,438<br>547,341<br>560,403                                                                                                                                                                                                                              | Confidence<br>Interval<br>KW<br>37,78<br>33,04<br>38,89<br>30,32                                                                                                                                                        |
| Year<br>Jan-19<br>Feb-19<br>Mar-19<br>May-19<br>Jun-19<br>Jul-19<br>Aug-19<br>Sep-19                        | Peak (CP)<br>kW<br>266,410<br>261,618<br>236,133<br>371,607<br>399,155<br>479,942<br>457,071<br>430,110<br>447,314                            | Interval<br>kW<br>19,440<br>16,151<br>18,598<br>21,249<br>21,428<br>21,489<br>17,233                                          | Peak (GNCP)<br>kW<br>343,738<br>367,562<br>346,444<br>378,437<br>419,154<br>487,431                                                                        | Interval<br>kW<br>28,959<br>16,242<br>21,562<br>22,490<br>23,138                                                                                                                        | Demand (NCP)<br>kW<br>581,412<br>610,988<br>580,438<br>547,341<br>560,403                                                                                                                                                                                                                                                    | Interval<br>kW<br>37,78<br>33,04<br>38,89<br>30,32                                                                                                                                                                      |
| Jan-19<br>Feb-19<br>Mar-19<br>Apr-19<br>Jun-19<br>Jul-19<br>Aug-19<br>Sep-19                                | kW<br>266,410<br>261,618<br>236,133<br>371,607<br>399,155<br>479,942<br>457,071<br>430,110<br>447,314                                         | KW<br>19,440<br>16,151<br>18,598<br>21,249<br>21,428<br>21,489<br>17,233                                                      | kW<br>343,738<br>367,562<br>346,444<br>378,437<br>419,154<br>487,431                                                                                       | kW<br>28,959<br>16,242<br>21,562<br>22,490<br>23,138                                                                                                                                    | kW<br>581,412<br>610,988<br>580,438<br>547,341<br>560,403                                                                                                                                                                                                                                                                    | kW<br>37,78<br>33,04<br>38,89<br>30,32                                                                                                                                                                                  |
| Feb-19<br>Mar-19<br>Apr-19<br>Jun-19<br>Jul-19<br>Aug-19<br>Sep-19                                          | 261,618<br>236,133<br>371,607<br>399,155<br>479,942<br>457,071<br>430,110<br>447,314                                                          | 16,151<br>18,598<br>21,249<br>21,428<br>21,428<br>21,489<br>17,233                                                            | 367,562<br>346,444<br>378,437<br>419,154<br>487,431                                                                                                        | 16,242<br>21,562<br>22,490<br>23,138                                                                                                                                                    | 610,988<br>580,438<br>547,341<br>560,403                                                                                                                                                                                                                                                                                     | 33,04<br>38,89<br>30,32                                                                                                                                                                                                 |
| Feb-19<br>Mar-19<br>Apr-19<br>Jun-19<br>Jul-19<br>Aug-19<br>Sep-19                                          | 261,618<br>236,133<br>371,607<br>399,155<br>479,942<br>457,071<br>430,110<br>447,314                                                          | 16,151<br>18,598<br>21,249<br>21,428<br>21,428<br>21,489<br>17,233                                                            | 367,562<br>346,444<br>378,437<br>419,154<br>487,431                                                                                                        | 16,242<br>21,562<br>22,490<br>23,138                                                                                                                                                    | 610,988<br>580,438<br>547,341<br>560,403                                                                                                                                                                                                                                                                                     | 33,04<br>38,89<br>30,32                                                                                                                                                                                                 |
| Mar-19<br>Apr-19<br>May-19<br>Jun-19<br>Jul-19<br>Aug-19<br>Sep-19                                          | 236,133<br>371,607<br>399,155<br>479,942<br>457,071<br>430,110<br>447,314                                                                     | 18,598<br>21,249<br>21,428<br>21,489<br>17,233                                                                                | 346,444<br>378,437<br>419,154<br>487,431                                                                                                                   | 21,562<br>22,490<br>23,138                                                                                                                                                              | 580,438<br>547,341<br>560,403                                                                                                                                                                                                                                                                                                | 38,89<br>30,32                                                                                                                                                                                                          |
| Apr-19<br>May-19<br>Jun-19<br>Jul-19<br>Aug-19<br>Sep-19                                                    | 371,607<br>399,155<br>479,942<br>457,071<br>430,110<br>447,314                                                                                | 21,249<br>21,428<br>21,489<br>17,233                                                                                          | 378,437<br>419,154<br>487,431                                                                                                                              | 22,490<br>23,138                                                                                                                                                                        | 547,341<br>560,403                                                                                                                                                                                                                                                                                                           | 30,32                                                                                                                                                                                                                   |
| May-19<br>Jun-19<br>Jul-19<br>Aug-19<br>Sep-19                                                              | 399,155<br>479,942<br>457,071<br>430,110<br>447,314                                                                                           | 21,428<br>21,489<br>17,233                                                                                                    | 419,154<br>487,431                                                                                                                                         | 23,138                                                                                                                                                                                  | 560,403                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                         |
| Jun-19<br>Jul-19<br>Aug-19<br>Sep-19                                                                        | 479,942<br>457,071<br>430,110<br>447,314                                                                                                      | 21,489<br>17,233                                                                                                              | 487,431                                                                                                                                                    |                                                                                                                                                                                         | ,                                                                                                                                                                                                                                                                                                                            | 31,26                                                                                                                                                                                                                   |
| Jul-19<br>Aug-19<br>Sep-19                                                                                  | 457,071<br>430,110<br>447,314                                                                                                                 | 17,233                                                                                                                        |                                                                                                                                                            | 25,531                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                         |
| Aug-19<br>Sep-19                                                                                            | 430,110<br>447,314                                                                                                                            |                                                                                                                               | 488,819                                                                                                                                                    |                                                                                                                                                                                         | 669,654                                                                                                                                                                                                                                                                                                                      | 34,44                                                                                                                                                                                                                   |
| Sep-19                                                                                                      | 447,314                                                                                                                                       | 15,833                                                                                                                        |                                                                                                                                                            | 22,509                                                                                                                                                                                  | 662,924                                                                                                                                                                                                                                                                                                                      | 29,97                                                                                                                                                                                                                   |
|                                                                                                             | ,                                                                                                                                             |                                                                                                                               | 503,651                                                                                                                                                    | 20,215                                                                                                                                                                                  | 682,093                                                                                                                                                                                                                                                                                                                      | 32,63                                                                                                                                                                                                                   |
| Oct-19                                                                                                      |                                                                                                                                               | 18,479                                                                                                                        | 537,600                                                                                                                                                    | 26,444                                                                                                                                                                                  | 733,670                                                                                                                                                                                                                                                                                                                      | 38,67                                                                                                                                                                                                                   |
|                                                                                                             | 461,016                                                                                                                                       | 18,349                                                                                                                        | 552,564                                                                                                                                                    | 23,736                                                                                                                                                                                  | 754,393                                                                                                                                                                                                                                                                                                                      | 31,22                                                                                                                                                                                                                   |
| Nov-19                                                                                                      | 363,605                                                                                                                                       | 25,482                                                                                                                        | 389,253                                                                                                                                                    | 21,097                                                                                                                                                                                  | 636,239                                                                                                                                                                                                                                                                                                                      | 36,18                                                                                                                                                                                                                   |
| Dec-19                                                                                                      | 328,387                                                                                                                                       | 20,668                                                                                                                        | 353,386                                                                                                                                                    | 18,917                                                                                                                                                                                  | 596,158                                                                                                                                                                                                                                                                                                                      | 35,69                                                                                                                                                                                                                   |
|                                                                                                             |                                                                                                                                               |                                                                                                                               |                                                                                                                                                            |                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                         |
|                                                                                                             |                                                                                                                                               |                                                                                                                               |                                                                                                                                                            |                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                         |
| (CP)·                                                                                                       | 479 942 (June)                                                                                                                                |                                                                                                                               |                                                                                                                                                            | Annual kWh <sup>.</sup>                                                                                                                                                                 | 2 501 334 147                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                         |
|                                                                                                             | (ouno)                                                                                                                                        |                                                                                                                               |                                                                                                                                                            |                                                                                                                                                                                         | 2,001,001,111                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                         |
| ak Average (12 CP)                                                                                          | : 375,197                                                                                                                                     |                                                                                                                               |                                                                                                                                                            | 12 CP Load Factor:                                                                                                                                                                      | 76.10%                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                         |
|                                                                                                             | 552,564 (Octob                                                                                                                                | er)                                                                                                                           |                                                                                                                                                            | GNCP Load Factor:                                                                                                                                                                       | 51.68%                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                         |
| emand (NCP):                                                                                                | 754,393 (Octob                                                                                                                                | er)                                                                                                                           |                                                                                                                                                            | NCP Load Factor:                                                                                                                                                                        | 37.85%                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                         |
|                                                                                                             | emand (NCP):<br>on historical data t                                                                                                          | ak Average (12 CP): 375,197<br>552,564 (Octobe<br>emand (NCP): 754,393 (Octobe                                                | ak Average (12 CP): 375,197<br>552,564 (October)<br>emand (NCP): 754,393 (October)<br>on historical data from Gulf's 2019 Load Research Study. The GSD rat | ak Average (12 CP): 375,197<br>552,564 (October)<br>emand (NCP): 754,393 (October)<br>on historical data from Gulf's 2019 Load Research Study. The GSD rate class includes the GSD, GSI | ak Average (12 CP):       375,197       12 CP Load Factor:         552,564 (October)       GNCP Load Factor:         emand (NCP):       754,393 (October)       NCP Load Factor:         on historical data from Gulf's 2019 Load Research Study.       The GSD rate class includes the GSD, GSDT, and GSTOU rate schedules. | ak Average (12 CP):       375,197       12 CP Load Factor:       76.10%         552,564 (October)       GNCP Load Factor:       51.68%         emand (NCP):       754,393 (October)       NCP Load Factor:       37.85% |

| COM                                                                                                     | IDA PUBLIC SERV<br>PANY: GULF POW<br>KET NO: 20210015 |                                                                                                            | the estimated historic value<br>research for (1) contribution<br>non coincident peak (class p<br>(billing demand for demand<br>meters, provide actual mont<br>as actual values. Provide th | ot 100% metered by time recording meters, provide<br>and 90% confidence interval by month from the latest load<br>to monthly system peaks (coincident), (2) monthly<br>beaks) and (3) monthly customer maximum demand<br>classes). For classes that are 100% metered with time recording<br>hly values for the aforementioned demands and identify such<br>le annual kWh as well as the 12 CP Load Factor, Class<br>ustomer Load Factor for each class. | Type of Data Shown:<br>Projected Test Year Ended/_/_<br>Prior Year Ended/_/_<br>X_ Historical Test Year Ended 12/31/2019<br>Witness: Tara B. DuBose |
|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                         | (1)                                                   | (2)                                                                                                        | (3)                                                                                                                                                                                        | (4)                                                                                                                                                                                                                                                                                                                                                                                                                                                     | (5)                                                                                                                                                 |
| Line<br>No.                                                                                             | Rate<br>Class                                         | Month and<br>Year                                                                                          | Actual<br>Coincident<br>Peak (CP)<br>kW                                                                                                                                                    | Actual<br>Class<br>Peak (GNCP)<br>kW                                                                                                                                                                                                                                                                                                                                                                                                                    | Actual<br>Customer<br>Maximum<br>Demand (NCP)<br>kW                                                                                                 |
| 1<br>2<br>3<br>4<br>5<br>6<br>7<br>8<br>9<br>10<br>11<br>2<br>3<br>4<br>5<br>11<br>12<br>13<br>14<br>15 | LP/LPT                                                | Jan-19<br>Feb-19<br>Mar-19<br>May-19<br>Jun-19<br>Jul-19<br>Aug-19<br>Sep-19<br>Oct-19<br>Nov-19<br>Dec-19 | 84,947<br>85,973<br>79,314<br>111,344<br>112,471<br>130,591<br>122,844<br>127,236<br>135,720<br>131,887<br>81,614<br>86,546                                                                | 102,386<br>112,679<br>103,314<br>111,586<br>112,730<br>130,591<br>130,565<br>131,512<br>140,647<br>135,370<br>107,850<br>106,599                                                                                                                                                                                                                                                                                                                        | 119,276<br>115,212<br>124,071<br>126,847<br>140,966<br>144,387<br>144,324<br>149,675<br>146,756<br>140,119<br>122,147<br>119,097                    |
| 16<br>17<br>18                                                                                          | Annual Coincider                                      | nt Peak (CP):                                                                                              | 135,720 (September)                                                                                                                                                                        | Annual kWh:                                                                                                                                                                                                                                                                                                                                                                                                                                             | 826,617,738                                                                                                                                         |
| 19                                                                                                      | 12 Month Coincid                                      | dent Peak Average (12 CP)                                                                                  | : 107,541                                                                                                                                                                                  | 12 CP Load Factor:                                                                                                                                                                                                                                                                                                                                                                                                                                      | 87.75%                                                                                                                                              |
| 20<br>21<br>22                                                                                          | Class Peak (GNC                                       | CP):                                                                                                       | 140,647 (September)                                                                                                                                                                        | GNCP Load Factor:                                                                                                                                                                                                                                                                                                                                                                                                                                       | 67.09%                                                                                                                                              |
| 22<br>23<br>24                                                                                          | Customers Maxir                                       | mum Demand (NCP):                                                                                          | 149,675 (August)                                                                                                                                                                           | NCP Load Factor:                                                                                                                                                                                                                                                                                                                                                                                                                                        | 63.05%                                                                                                                                              |
| 25<br>26<br>27<br>28<br>29<br>30<br>31<br>22                                                            |                                                       | based on historical data f<br>ed reflects the aggregated                                                   | -                                                                                                                                                                                          | LP/LPT rate class includes LP and LPT rate schedules.                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                     |

32 33 34

35 Supporting Schedules E-11

FLORIDA PUBLIC SERVICE COMMISSION

the estimated historic value and 90% confidence interval by month from the latest load

EXPLANATION: For each rate class that is not 100% metered by time recording meters, provide

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|             | PANY: GULF POW<br>KET NO: 20210015 |                            | research<br>non coir<br>(billing c<br>meters,<br>as actua | h for (1) contribution to mont<br>ncident peak (class peaks) a<br>demand for demand classes<br>provide actual monthly value | and (3) monthly customer maximum<br>of (3) monthly customer maximum<br>). For classes that are 100% meterras<br>for the aforementioned demands<br>al kWh as well as the 12 CP Load Fa-<br>Load Factor for each class. | nonthly<br>demand<br>ed with time recording<br>and identify such |
|-------------|------------------------------------|----------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
|             | (1)                                | (2)                        | (3)                                                       | (4)                                                                                                                         | (5)                                                                                                                                                                                                                   | (6)                                                              |
| Line<br>No. | Rate<br>Class                      | Month and<br>Year          | Estimated<br>Coincident<br>Peak (CP)<br>kW                | 90%<br>Confidence<br>Interval<br>kW                                                                                         | Estimated<br>Class<br>Peak (GNCP)<br>kW                                                                                                                                                                               | 90%<br>Confidence<br>Interval<br>kW                              |
| 1<br>2      | RS/RSVP                            | Jan-19                     | 950,714                                                   | 84,973                                                                                                                      | 1,063,326                                                                                                                                                                                                             | 113,453                                                          |
| 3           |                                    | Feb-19                     | 1,020,861                                                 | 89,763                                                                                                                      | 1,155,987                                                                                                                                                                                                             | 108,070                                                          |
| 4           |                                    | Mar-19                     | 774,168                                                   | 80,789                                                                                                                      | 1,033,687                                                                                                                                                                                                             | 121,372                                                          |
| 5           |                                    | Apr-19                     | 725,250                                                   | 58,668                                                                                                                      | 823,124                                                                                                                                                                                                               | 69,864                                                           |
| 6           |                                    | May-19                     | 838,111                                                   | 65,875                                                                                                                      | 943,759                                                                                                                                                                                                               | 66,454                                                           |
| 7           |                                    | Jun-19                     | 1,089,186                                                 | 60,411                                                                                                                      | 1,184,808                                                                                                                                                                                                             | 66,822                                                           |
| В           |                                    | Jul-19                     | 1,181,669                                                 | 67,627                                                                                                                      | 1,364,854                                                                                                                                                                                                             | 74,062                                                           |
| 9           |                                    | Aug-19                     | 1,070,990                                                 | 44,533                                                                                                                      | 1,226,541                                                                                                                                                                                                             | 53,224                                                           |
| 10          |                                    | Sep-19                     | 1,263,674                                                 | 54,159                                                                                                                      | 1,313,932                                                                                                                                                                                                             | 56,363                                                           |
| 11          |                                    | Oct-19                     | 1,319,678                                                 | 64,548                                                                                                                      | 1,357,938                                                                                                                                                                                                             | 64,415                                                           |
| 12          |                                    | Nov-19                     | 777,189                                                   | 75,944                                                                                                                      | 1,071,631                                                                                                                                                                                                             | 107,452                                                          |
| 13          |                                    | Dec-19                     | 801,995                                                   | 74,463                                                                                                                      | 1,016,049                                                                                                                                                                                                             | 92,490                                                           |
| 14          |                                    |                            |                                                           |                                                                                                                             |                                                                                                                                                                                                                       |                                                                  |
| 15          |                                    |                            |                                                           |                                                                                                                             |                                                                                                                                                                                                                       |                                                                  |
| 16<br>17    | Annual Coincider                   | nt Peak (CP):              | 1,319,678 (Octobe                                         | r)                                                                                                                          | Ar                                                                                                                                                                                                                    | nual kWh:                                                        |
| 18<br>19    | 12 Month Coincid                   | dent Peak Average (12 CP): | 984,457                                                   |                                                                                                                             | 12                                                                                                                                                                                                                    | CP Load Factor:                                                  |

Type of Data Shown:

\_ Projected Test Year Ended \_\_/\_\_/

Prior Year Ended / /

X Historical Test Year Ended 12/31/2019

Witness: Tara B. DuBose

|                                                          | (1)              | (2)                                                          | (3)                                        | (4)                                 | (5)                                     | (6)                                 | (7)                                                    | (8)                                 |
|----------------------------------------------------------|------------------|--------------------------------------------------------------|--------------------------------------------|-------------------------------------|-----------------------------------------|-------------------------------------|--------------------------------------------------------|-------------------------------------|
| Line<br>No.                                              | Rate<br>Class    | Month and<br>Year                                            | Estimated<br>Coincident<br>Peak (CP)<br>kW | 90%<br>Confidence<br>Interval<br>kW | Estimated<br>Class<br>Peak (GNCP)<br>kW | 90%<br>Confidence<br>Interval<br>kW | Estimated<br>Customer<br>Maximum<br>Demand (NCP)<br>kW | 90%<br>Confidence<br>Interval<br>kW |
| 1                                                        |                  | Jan-19                                                       | 050 744                                    | 04.072                              | 4 062 226                               | 440.450                             | 0.075.000                                              | 400 700                             |
| 2<br>3                                                   | RS/RSVP          | Feb-19                                                       | 950,714<br>1,020,861                       | 84,973<br>89,763                    | 1,063,326<br>1,155,987                  | 113,453<br>108,070                  | 2,375,963<br>2,915,259                                 | 169,720<br>176,269                  |
| 4                                                        |                  | Mar-19                                                       | 774,168                                    | 80,789                              | 1,033,687                               | 121,372                             | 2,258,035                                              | 185,954                             |
| 5                                                        |                  | Apr-19                                                       | 725,250                                    | 58,668                              | 823,124                                 | 69,864                              | 2,238,033                                              | 199,765                             |
| 6                                                        |                  | May-19                                                       | 838,111                                    | 65,875                              | 943,759                                 | 66,454                              | 1,884,296                                              | 175,621                             |
| 7                                                        |                  | Jun-19                                                       | 1,089,186                                  | 60,411                              | 1,184,808                               | 66,822                              | 2,391,004                                              | 157,074                             |
| 8                                                        |                  | Jul-19                                                       | 1,181,669                                  | 67,627                              | 1,364,854                               | 74,062                              | 2,500,664                                              | 154,324                             |
| 9                                                        |                  | Aug-19                                                       | 1,070,990                                  | 44,533                              | 1,226,541                               | 53,224                              | 2,490,523                                              | 148,868                             |
| 10                                                       |                  | Sep-19                                                       | 1,263,674                                  | 54,159                              | 1,313,932                               | 56,363                              | 2,556,919                                              | 142,408                             |
| 11                                                       |                  | Oct-19                                                       | 1,319,678                                  | 64,548                              | 1,357,938                               | 64,415                              | 2,892,419                                              | 167,116                             |
| 12                                                       |                  | Nov-19                                                       | 777,189                                    | 75,944                              | 1,071,631                               | 107,452                             | 2,395,891                                              | 172,474                             |
| 13                                                       |                  | Dec-19                                                       | 801,995                                    | 74,463                              | 1,016,049                               | 92,490                              | 2,503,056                                              | 176,998                             |
| 16<br>17<br>18                                           | Annual Coincider | nt Peak (CP):                                                | 1,319,678 (Octob                           | per)                                |                                         | Annual kWh:                         | 5,528,121,218                                          |                                     |
| 19<br>20                                                 | 12 Month Coincid | lent Peak Average (12 CP):                                   | 984,457                                    |                                     |                                         | 12 CP Load Factor:                  | 64.10%                                                 |                                     |
| 21<br>22                                                 | Class Peak (GNC  | CP):                                                         | 1,364,854 (July)                           |                                     |                                         | GNCP Load Factor:                   | 46.24%                                                 |                                     |
| 23<br>24                                                 | Customers Maxir  | num Demand (NCP):                                            | 2,915,259 (Febru                           | lary)                               |                                         | NCP Load Factor:                    | 21.65%                                                 |                                     |
| 25<br>26<br>27<br>28<br>29<br>30<br>31<br>32<br>33<br>34 |                  | based on historical data fro<br>ed reflects the aggregated r |                                            | esearch Study. The RS/RS\           | /P rate class includes the R            | tS and RSVP rate schedules.         |                                                        |                                     |
| 35                                                       |                  |                                                              |                                            |                                     |                                         |                                     |                                                        |                                     |

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| FLORIDA PUBLIC SERVICE COMMISSION | EXPLANATION: | For each rate class that is not 100% |
|-----------------------------------|--------------|--------------------------------------|
|                                   |              | the estimated historic value and 90° |
| COMPANY: GULF POWER COMPANY       |              | research for (1) contribution to mon |
|                                   |              | non coincident peak (class peaks) a  |
|                                   |              | (hilling domand for domand classes   |

DOCKET NO: 20210015-EI

For each rate class that is not 100% metered by time recording meters, provide the estimated historic value and 90% confidence interval by month from the latest load research for (1) contribution to monthly system peaks (coincident), (2) monthly non coincident peak (class peaks) and (3) monthly customer maximum demand (billing demand for demand classes). For classes that are 100% metered with time recording meters, provide actual monthly values for the aforementioned demands and identify such as actual values. Provide the annual kWh as well as the 12 CP Load Factor, Class NCP Load Factor and the Customer Load Factor for each class. Type of Data Shown:

\_\_\_ Projected Test Year Ended \_\_/\_\_/\_\_

Prior Year Ended / /

X Historical Test Year Ended 12/31/2019

Witness: Tara B. DuBose

| Actual<br>Customer<br>Maximum<br>Demand (NCP)<br>kW<br>25,934<br>29,320<br>27,337<br>30,885<br>31,439<br>33,330<br>31,652<br>31,592 |
|-------------------------------------------------------------------------------------------------------------------------------------|
| Demand (NCP)<br>kW<br>25,934<br>29,320<br>27,337<br>30,885<br>31,439<br>33,330<br>31,652<br>31,592                                  |
| kW<br>25,934<br>29,320<br>27,337<br>30,885<br>31,439<br>33,330<br>31,652<br>31,592                                                  |
| 25,934<br>29,320<br>27,337<br>30,885<br>31,439<br>33,330<br>31,652<br>31,592                                                        |
| 29,320<br>27,337<br>30,885<br>31,439<br>33,330<br>31,652<br>31,592                                                                  |
| 29,320<br>27,337<br>30,885<br>31,439<br>33,330<br>31,652<br>31,592                                                                  |
| 30,885<br>31,439<br>33,330<br>31,652<br>31,592                                                                                      |
| 31,439<br>33,330<br>31,652<br>31,592                                                                                                |
| 33,330<br>31,652<br>31,592                                                                                                          |
| 33,330<br>31,652<br>31,592                                                                                                          |
| 31,652<br>31,592                                                                                                                    |
| 31,592                                                                                                                              |
|                                                                                                                                     |
| 29,186                                                                                                                              |
| 26,030                                                                                                                              |
| 26,868                                                                                                                              |
| 24,554                                                                                                                              |
| )                                                                                                                                   |
|                                                                                                                                     |
|                                                                                                                                     |
| 147,783,063                                                                                                                         |
| 132.14%                                                                                                                             |
| 50.16%                                                                                                                              |
| 50.62%                                                                                                                              |
| d                                                                                                                                   |

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| FLORID | A PUBLIC SERVICE C | OMMISSION | EXPLANATION: | For each rate class that is not 100% metered by time recording meters, provide<br>the estimated historic value and 90% confidence interval by month from the latest load                                                                                                                                                        |
|--------|--------------------|-----------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMPA  | NY: GULF POWER CO  | OMPANY    |              | research for (1) contribution to monthly system peaks (coincident), (2) monthly<br>non coincident peak (class peaks) and (3) monthly customer maximum demand                                                                                                                                                                    |
| DOCKE  | Г NO: 20210015-EI  |           |              | (billing demand for demand classes). For classes that are 100% metered with time recording meters, provide actual monthly values for the aforementioned demands and identify such as actual values. Provide the annual kWh as well as the 12 CP Load Factor, Class NCP Load Factor and the Customer Load Factor for each class. |
|        | (1)                | (2)       | (3)          | (4)                                                                                                                                                                                                                                                                                                                             |
|        |                    |           | Actual       | Actual                                                                                                                                                                                                                                                                                                                          |

Type of Data Shown: Projected Test Year Ended \_\_/\_/\_ Prior Year Ended \_\_/\_/\_ X Historical Test Year Ended 12/31/2019

Witness: Tara B. DuBose

|     | (1)                  | (2)                      | (3)                                     | (4)                                                  | (5)                |
|-----|----------------------|--------------------------|-----------------------------------------|------------------------------------------------------|--------------------|
|     |                      |                          | Actual                                  | Actual                                               | Actual<br>Customer |
| ine | Rate                 | Month and                | Coincident                              | Class                                                | Maximum            |
| о.  | Class                | Year                     | Peak (CP)                               | Peak (GNCP)                                          | Demand (NCP)       |
|     |                      |                          | ĸŴ                                      | kW                                                   | kW                 |
|     |                      |                          |                                         |                                                      |                    |
|     | MAJOR ACCOUNTS       | Jan-19                   | 225,533                                 | 246,788                                              | 303,433            |
|     | RTP/CSA/PX/PXT       | Feb-19                   | 179,821                                 | 249,062                                              | 314,289            |
|     |                      | Mar-19                   | 171,886                                 | 235,157                                              | 295,942            |
|     |                      | Apr-19                   | 224,387                                 | 235,853                                              | 287,570            |
|     |                      | May-19                   | 255,829                                 | 268,089                                              | 318,983            |
|     |                      | Jun-19                   | 305,075                                 | 305,075                                              | 351,337            |
|     |                      | Jul-19                   | 239,932                                 | 294,804                                              | 348,957            |
|     |                      | Aug-19                   | 273,538                                 | 291,448                                              | 347,367            |
|     |                      | Sep-19                   | 283,016                                 | 291,580                                              | 353,525            |
|     |                      | Oct-19                   | 262,305                                 | 270,702                                              | 335,390            |
|     |                      | Nov-19                   | 183,697                                 | 240,165                                              | 305,639            |
|     |                      | Dec-19                   | 165,103                                 | 208,373                                              | 284,003            |
|     |                      |                          |                                         |                                                      |                    |
|     |                      |                          |                                         |                                                      |                    |
|     |                      |                          |                                         |                                                      |                    |
|     | Annual Coincident Pe | eak (CP):                | 305,075 (June)                          | Annual kWh:                                          | 1,773,514,584      |
|     |                      |                          |                                         |                                                      |                    |
|     | 12 Month Coincident  | Peak Average (12 CP):    | 230,844                                 | 12 CP Load Factor:                                   | 87.70%             |
|     |                      |                          |                                         |                                                      |                    |
|     | Class Peak (GNCP):   |                          | 305,075 (June)                          | GNCP Load Factor                                     | : 66.36%           |
|     |                      |                          |                                         |                                                      |                    |
|     | Customers Maximum    | Demand (NCP):            | 353,525 (September)                     | NCP Load Factor:                                     | 57.27%             |
|     |                      |                          |                                         |                                                      |                    |
|     |                      |                          |                                         |                                                      |                    |
|     | Notes: MFR is base   | ed on historical data fr | om Gulf's 2019 Load Research Study. The | RTP rate class includes the RTP, CSA and PX/PXT rate | schedules.         |
|     | The data provided r  | eflects the aggregated   | rate schedules.                         |                                                      |                    |
|     |                      |                          |                                         |                                                      |                    |
|     |                      |                          |                                         |                                                      |                    |
|     |                      |                          |                                         |                                                      |                    |
|     |                      |                          |                                         |                                                      |                    |
|     |                      |                          |                                         |                                                      |                    |
|     |                      |                          |                                         |                                                      |                    |
|     |                      |                          |                                         |                                                      |                    |
|     |                      |                          |                                         |                                                      |                    |

Supporting Schedules E-11

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| FLORIDA PUBLIC SERVICE COMMISSION | EXPLANATION |
|-----------------------------------|-------------|
| COMPANY: GULF POWER COMPANY       |             |

DOCKET NO: 20210015-EI

N: For each rate class that is not 100% metered by time recording meters, provide the estimated historic value and 90% confidence interval by month from the latest load research for (1) contribution to monthly system peaks (coincident), (2) monthly non coincident peak (class peaks) and (3) monthly customer maximum demand (billing demand for demand classes). For classes that are 100% metered with time recording meters, provide actual monthly values for the aforementioned demands and identify such as actual values. Provide the annual kWh as well as the 12 CP Load Factor, Class NCP Load Factor and the Customer Load Factor for each class. Type of Data Shown:

\_\_\_\_ Projected Test Year Ended \_\_/\_/\_\_

Prior Year Ended / /

X Historical Test Year Ended 12/31/2019

Witness: Tara B. DuBose

|          | (1)                  | (2)                      | (3)                                 | (4)         |                    | (5)                |  |
|----------|----------------------|--------------------------|-------------------------------------|-------------|--------------------|--------------------|--|
|          |                      |                          | Actual                              | Actual      |                    | Actual<br>Customer |  |
| ne       | Rate                 | Month and                | Coincident                          | Class       |                    | Maximum            |  |
| о.<br>Э. | Class                | Year                     | Peak (CP)                           | Peak (GNCP) |                    | Demand (NCP)       |  |
|          | -                    |                          | kW                                  | kW          |                    | ĸŴ                 |  |
|          | MAJOR ACCOUNTS       | Jan-19                   | 0                                   | 2,010       |                    | 2,010              |  |
|          | SBS                  | Feb-19                   | 0                                   | 44,224      |                    | 45,594             |  |
|          | 505                  | Mar-19                   | 931                                 | 66,627      |                    | 47,395             |  |
|          |                      | Apr-19                   | 981                                 | 43,215      |                    | 45,441             |  |
|          |                      | May-19                   | 4,857                               | 5,044       |                    | 5,064              |  |
|          |                      | Jun-19                   | 500                                 | 1,037       |                    | 1,037              |  |
|          |                      | Jul-19                   | 0                                   | 1,037       |                    | 0                  |  |
|          |                      | Aug-19                   | 0                                   | 0           |                    | 0                  |  |
|          |                      | Sep-19                   | 0                                   | 44,166      |                    | 45,151             |  |
|          |                      | Oct-19                   | 472                                 | 944         |                    | 944                |  |
|          |                      | Nov-19                   | 781                                 | 51,595      |                    | 54,111             |  |
|          |                      | Dec-19                   | 449                                 | 1,283       |                    | 1,283              |  |
|          |                      | Dec-19                   | 445                                 | 1,205       |                    | 1,205              |  |
|          |                      |                          |                                     |             |                    |                    |  |
|          |                      |                          |                                     |             |                    |                    |  |
|          | Annual Coincident Pe | eak (CP)                 | 4,857 (May)                         |             | Annual kWh:        | 14,091,270         |  |
|          | Annual Confidenting  | ак (ОГ).                 | 4,007 (Way)                         |             | Annual KWII.       | 14,031,270         |  |
|          | 12 Month Coincident  | Peak Average (12 CP):    | 748                                 |             | 12 CP Load Factor: | 215.17%            |  |
|          | Class Peak (GNCP):   |                          | 66,627 (March)                      |             | GNCP Load Factor:  | 2.41%              |  |
|          |                      |                          |                                     |             |                    | 2                  |  |
|          | Customers Maximum    | Demand (NCP):            | 54,111 (November)                   |             | NCP Load Factor:   | 2.97%              |  |
|          |                      |                          |                                     |             |                    |                    |  |
|          | Notes: MFR is bas    | ed on historical data fr | om Gulf's 2019 Load Research Study. |             |                    |                    |  |
|          |                      |                          |                                     |             |                    |                    |  |
|          |                      |                          |                                     |             |                    |                    |  |
|          |                      |                          |                                     |             |                    |                    |  |
|          |                      |                          |                                     |             |                    |                    |  |
|          |                      |                          |                                     |             |                    |                    |  |
|          |                      |                          |                                     |             |                    |                    |  |
|          |                      |                          |                                     |             |                    |                    |  |
|          |                      |                          |                                     |             |                    |                    |  |
|          |                      |                          |                                     |             |                    |                    |  |

Supporting Schedules E-11

#### Schedule E-18

FLORIDA PUBLIC SERVICE COMMISSION

Provide monthly peaks for the test year and the five previous years.

Type of Data Shown:

 X
 Projected Test Year Ended 12/31/22

 X
 Prior Year Ended 12/31/2021

 X
 Historical Test Year Ended 12/31/2020

Witness: Jun K. Park

| Line |    | (1)         | (2)        | (3)         | (4)          | (5)     | (6)<br>Actual (A) or |
|------|----|-------------|------------|-------------|--------------|---------|----------------------|
| 0.   | Мо | onth & Year | Peak in MW | Day of Week | Day of Month | Hour    | Estimated (E)        |
|      | 1  | Jan-17      | 2,211      | Sunday      | 8            | 8-9 AM  | А                    |
|      | 2  | Feb-17      | 1,435      | Saturday    | 4            | 9-10 AM | A                    |
|      | 3  | Mar-17      | 1,791      | Thursday    | 16           | 8-9 AM  | A                    |
|      | 4  | Apr-17      | 1,836      | Friday      | 28           | 4-5 PM  | A                    |
|      | 5  | May-17      | 2,080      | Thursday    | 18           | 5-6 PM  | A                    |
|      | 6  | Jun-17      | 2,234      | Friday      | 30           | 5-6 PM  | A                    |
|      | 7  | Jul-17      | 2,434      | Wednesday   | 5            | 5-6 PM  | A                    |
|      | 8  | Aug-17      | 2,374      | Thursday    | 17           | 5-6 PM  | A                    |
|      | 9  | Sep-17      | 2,162      | Thursday    | 28           | 4-5 PM  | A                    |
|      | 10 | Oct-17      | 2,180      | Wednesday   | 11           | 4-5 PM  | Α                    |
|      | 11 | Nov-17      | 1,558      | Tuesday     | 7            | 3-4 PM  | A                    |
|      | 12 | Dec-17      | 1,895      | Monday      | 11           | 7-8 AM  | A                    |
|      | 13 | Jan-18      | 2,809      | Thursday    | 18           | 8-9 AM  | A                    |
|      | 14 | Feb-18      | 1,661      | Saturday    | 3            | 8-9 AM  | A                    |
|      | 15 | Mar-18      | 1,622      | Thursday    | 15           | 8-9 AM  | A                    |
|      | 16 | Apr-18      | 1,615      | Tuesday     | 3            | 5-6 PM  | A                    |
|      | 17 | May-18      | 2,090      | Thursday    | 24           | 4-5 PM  | A                    |
|      | 18 | Jun-18      | 2,491      | Thursday    | 28           | 4-5 PM  | A                    |
|      | 19 | Jul-18      | 2,408      | Thursday    | 12           | 5-6 PM  | А                    |
|      | 20 | Aug-18      | 2,396      | Monday      | 6            | 4-5 PM  | A                    |
|      | 21 | Sep-18      | 2,354      | Saturday    | 15           | 5-6 PM  | А                    |
|      | 22 | Oct-18      | 2,133      | Tuesday     | 2            | 4-5 PM  | А                    |
|      | 23 | Nov-18      | 1,845      | Wednesday   | 28           | 7-8 AM  | A                    |
|      | 24 | Dec-18      | 1,972      | Wednesday   | 12           | 7-8 AM  | A                    |
|      | 25 | Jan-19      | 2,066      | Wednesday   | 30           | 8-9 AM  | А                    |
|      | 26 | Feb-19      | 1,564      | Friday      | 1            | 8-9 AM  | А                    |
|      | 27 | Mar-19      | 1,885      | Wednesday   | 6            | 7-8 AM  | А                    |
|      | 28 | Apr-19      | 1,734      | Tuesday     | 30           | 5-6 PM  | А                    |
|      | 29 | May-19      | 2,260      | Friday      | 31           | 5-6 PM  | А                    |
|      | 30 | Jun-19      | 2,444      | Tuesday     | 25           | 4-5 PM  | A                    |
|      | 31 | Jul-19      | 2,426      | Friday      | 5            | 4-5 PM  | А                    |
|      | 32 | Aug-19      | 2,374      | Wednesday   | 14           | 3-4 PM  | А                    |
|      | 33 | Sep-19      | 2,472      | Thursday    | 5            | 5-6 PM  | А                    |
|      | 34 | Oct-19      | 2,284      | Thursday    | 3            | 4-5 PM  | А                    |
|      | 35 | Nov-19      | 1,951      | Wednesday   | 13           | 7-8 AM  | А                    |
|      | 36 | Dec-19      | 1,862      | Thursday    | 19           | 7-8 AM  | Α                    |

Note: Peak hours are reported in Eastern Prevailing Time.

COMPANY: GULF POWER COMPANY

EXPLANATION:

#### DOCKET NO.: 20210015-EI

#### Schedule E-18

FLORIDA PUBLIC SERVICE COMMISSION

COMPANY: GULF POWER COMPANY

DOCKET NO.: 20210015-EI

Provide monthly peaks for the test year and the five previous years.

EXPLANATION:

Type of Data Shown:

 X
 Projected Test Year Ended 12/31/22

 X
 Prior Year Ended 12/31/2021

 X
 Historical Test Year Ended 12/31/2020

Witness: Jun K. Park

| ine | (1)          | (2)        | (3)         | (4)          | (5)    | (6)<br>Actual (A) or |
|-----|--------------|------------|-------------|--------------|--------|----------------------|
| 0.  | Month & Year | Peak in MW | Day of Week | Day of Month | Hour   | Estimated (E)        |
|     | 1 Jan-20     | 2,129      | Wednesday   | 22           | 7-8 AM | A                    |
|     | 2 Feb-20     | 1,768      | Friday      | 28           | 7-8 AM | A                    |
|     | 3 Mar-20     | 1,760      | Sunday      | 29           | 5-6 PM | A                    |
|     | 4 Apr-20     | 1,807      | Thursday    | 9            | 5-6 PM | A                    |
|     | 5 May-20     | 2,077      | Sunday      | 31           | 5-6 PM | А                    |
|     | 6 Jun-20     | 2,318      | Tuesday     | 30           | 5-6 PM | A                    |
|     | 7 Jul-20     | 2,392      | Monday      | 20           | 4-5 pm | А                    |
|     | 8 Aug-20     | 2,410      | Monday      | 3            | 5-6 PM | A                    |
|     | 9 Sep-20     | 2,394      | Saturday    | 5            | 5-6 PM | A                    |
|     | 10 Oct-20    | 2,076      | Wednesday   | 7            | 4-5 pm | А                    |
|     | 11 Nov-20    | 1,666      | Wednesday   | 11           | 2-3 PM | А                    |
|     | 12 Dec-20    | 2,068      | Friday      | 18           | 8-9 AM | А                    |
|     | 13 Jan-21    | 2,438      | n/a         | n/a          | n/a    | E                    |
|     | 14 Feb-21    | 1,922      | n/a         | n/a          | n/a    | E                    |
|     | 15 Mar-21    | 1,731      | n/a         | n/a          | n/a    | E                    |
|     | 16 Apr-21    | 1,732      | n/a         | n/a          | n/a    | E                    |
|     | 17 May-21    | 2,134      | n/a         | n/a          | n/a    | E                    |
|     | 18 Jun-21    | 2,355      | n/a         | n/a          | n/a    | E                    |
|     | 19 Jul-21    | 2,455      | n/a         | n/a          | n/a    | E                    |
|     | 20 Aug-21    | 2,403      | n/a         | n/a          | n/a    | E                    |
|     | 21 Sep-21    | 2,267      | n/a         | n/a          | n/a    | E                    |
|     | 22 Oct-21    | 2,004      | n/a         | n/a          | n/a    | E                    |
|     | 23 Nov-21    | 1,716      | n/a         | n/a          | n/a    | E                    |
|     | 24 Dec-21    | 1,886      | n/a         | n/a          | n/a    | E                    |
|     | 25 Jan-22    | 2,413      | n/a         | n/a          | n/a    | E                    |
|     | 26 Feb-22    | 1,901      | n/a         | n/a          | n/a    | E                    |
|     | 27 Mar-22    | 1,712      | n/a         | n/a          | n/a    | E                    |
|     | 28 Apr-22    | 1,713      | n/a         | n/a          | n/a    | E                    |
|     | 29 May-22    | 2,111      | n/a         | n/a          | n/a    | E                    |
|     | 30 Jun-22    | 2,329      | n/a         | n/a          | n/a    | E                    |
|     | 31 Jul-22    | 2,428      | n/a         | n/a          | n/a    | E                    |
|     | 32 Aug-22    | 2,376      | n/a         | n/a          | n/a    | E                    |
|     | 33 Sep-22    | 2,242      | n/a         | n/a          | n/a    | E                    |
|     | 34 Oct-22    | 1,982      | n/a         | n/a          | n/a    | E                    |
|     | 35 Nov-22    | 1,697      | n/a         | n/a          | n/a    | E                    |
|     | 36 Dec-22    | 1,865      | n/a         | n/a          | n/a    | E                    |

Note: Peak hours are reported in Eastern Prevailing Time. Estimated peaks include DSM adjustments.

40

#### Schedule E-19a

## FLORIDA PUBLIC SERVICE COMMISSION

(1)

(2)

COMPANY: GULF POWER COMPANY

DOCKET NO.: 20210015-EI

| Line | Description Energy Losses by Component                         |                              | nt                         | Demand Losses (12CP)     |                             |
|------|----------------------------------------------------------------|------------------------------|----------------------------|--------------------------|-----------------------------|
| No.  | Description                                                    | Energy Losses <sup>(1)</sup> | Summer Peak <sup>(2)</sup> | Winter Peak (2)          | (3)(4)                      |
| 1    | TRANSMISSION:                                                  |                              |                            |                          |                             |
| 2    | GENERATOR STEP-UP                                              | 0.0498%                      | N/A                        | N/A                      | 0.0642%                     |
| 3    | TRANSMISSION SUBSTATIONS                                       | 1.1066%                      | N/A                        | N/A                      | 1.4253%                     |
| 4    |                                                                |                              |                            |                          |                             |
| 5    | DISTRIBUTION:                                                  |                              |                            |                          |                             |
| 6    | DISTRIBUTION SUBSTATIONS                                       | 0.0042%                      | N/A                        | N/A                      | 0.0055%                     |
| 7    | PRIMARY LINES                                                  | 0.7420%                      | N/A                        | N/A                      | 0.9891%                     |
| 8    | LINE TRANSFORMERS                                              | 0.4915%                      | N/A                        | N/A                      | 0.6634%                     |
| 9    | SECONDARY LINES AND SERVICES                                   | 3.3957%                      | N/A                        | N/A                      | 4.5504%                     |
| 10   |                                                                |                              |                            |                          |                             |
| 11   |                                                                |                              |                            |                          |                             |
| 12   | <sup>(1)</sup> Forecasted Energy Losses were allocated to the  |                              |                            | storical studies.        |                             |
| 13   | <sup>(2)</sup> Gulf Power does not calculate energy losses for |                              |                            |                          |                             |
| 14   | <sup>(3)</sup> Demand Losses were derived from the energy      |                              |                            | elating demand losses as | a function of energy losses |
| 15   | <sup>(4)</sup> Demand Losses = % of MWh Losses at Level        | / 0.3 + (0.7 * Load Factor a | t Level)                   |                          |                             |
| 16   |                                                                |                              |                            |                          |                             |
| 17   |                                                                |                              |                            |                          |                             |
| 18   |                                                                |                              |                            |                          |                             |
| 19   |                                                                |                              |                            |                          |                             |
| 20   |                                                                |                              |                            |                          |                             |
| 21   |                                                                |                              |                            |                          |                             |
| 22   |                                                                |                              |                            |                          |                             |
| 23   |                                                                |                              |                            |                          |                             |
| 24   |                                                                |                              |                            |                          |                             |
| 25   |                                                                |                              |                            |                          |                             |
| 26   |                                                                |                              |                            |                          |                             |
| 27   |                                                                |                              |                            |                          |                             |
| 28   |                                                                |                              |                            |                          |                             |
| 29   |                                                                |                              |                            |                          |                             |
| 30   |                                                                |                              |                            |                          |                             |
| 31   |                                                                |                              |                            |                          |                             |
| 32   |                                                                |                              |                            |                          |                             |
| 33   |                                                                |                              |                            |                          |                             |
| 34   |                                                                |                              |                            |                          |                             |
| 35   |                                                                |                              |                            |                          |                             |
| 36   |                                                                |                              |                            |                          |                             |
| 37   |                                                                |                              |                            |                          |                             |
| 38   |                                                                |                              |                            |                          |                             |
| 39   |                                                                |                              |                            |                          |                             |

(3)

Recap Schedules:

X Projected Test Year Ended 12/31/22

Type of Data Shown:

\_ Prior Year Ended \_\_/\_/\_\_ \_ Historical Test Year Ended

Page 1 of 1

DEMAND AND ENERGY LOSSES

used in determining losses.

EXPLANATION: Provide estimates of demand and energy losses for transmission

(4)

and distribution system components and explain the methodology

(5)

| Sc          | hedule E-19b                                              |                        | ENERGY                                                                |                        |                    |                      |                  | Page 1 of 2                                  |
|-------------|-----------------------------------------------------------|------------------------|-----------------------------------------------------------------------|------------------------|--------------------|----------------------|------------------|----------------------------------------------|
| COMF        | IDA PUBLIC SERVICE COMMISSION<br>PANY: GULF POWER COMPANY | e                      | Show energy losses by ra<br>explain the methodology a<br>hese losses. |                        |                    |                      | _ Prior Year End | Year Ended 12/31/22                          |
| DOCK        | ET NO.: 20210015-EI                                       |                        |                                                                       |                        |                    |                      | Witness: Tara B. | DuBose, Jun K. Park                          |
|             | (1)                                                       | (2)                    | (3)                                                                   | (4)                    | (5)                | (6)                  | (7)              | (8)                                          |
| Line<br>No. | Rate Schedule                                             | DELIVERED MWH @<br>GEN | DELIVERED MWH @<br>MTR                                                | ENERGY LOSSES<br>(MWH) | ENERGY LOSSES %    | DELIVERED            | COMPANY USE (MW) | SYSTEM ENERGY<br>LOSSES (MWH) <sup>(1)</sup> |
| 1           | RETAIL                                                    |                        |                                                                       | ()                     |                    |                      | 1 1              |                                              |
| 2           | G - GS                                                    |                        |                                                                       |                        |                    |                      |                  |                                              |
| 3           | Secondary                                                 | 336,020                | 316,899                                                               | 19,121                 | 5.6905%            | 94.3095%             |                  | 19,12 <sup>-</sup>                           |
| 4           | TOTAL                                                     | 336,020                | 316,899                                                               | 19,121                 | 5.6905%            | 94.3095%             |                  | 19,121                                       |
| 5           |                                                           |                        |                                                                       |                        |                    |                      |                  |                                              |
| 6<br>7      | G - GSD/GSDT<br>Transmission                              | 171                    | 169                                                                   | 2                      | 1.1558%            | 98.8442%             |                  | 2                                            |
| 7<br>8      | i ransmission<br>Primary                                  | 171<br>11,959          | 169<br>11,732                                                         | 226                    | 1.1558%            | 98.8442%<br>98.1067% |                  | 220                                          |
| 9           | Secondary                                                 | 2,628,498              | 2,478,922                                                             | 149,575                | 5.6905%            | 94.3095%             |                  | 149,575                                      |
| 10          | TOTAL                                                     | 2,640,628              | 2,490,824                                                             | 149,804                | 5.6730%            | 94.3270%             |                  | 149,80                                       |
| 11          |                                                           | 2,040,020              | 2,100,021                                                             | 110,001                | 0.010070           | 04.021070            |                  | 140,00                                       |
| 12          | G - LP/LPT                                                |                        |                                                                       |                        |                    |                      |                  |                                              |
| 13          | Primary                                                   | 332,217                | 325,927                                                               | 6,290                  | 1.8933%            | 98.1067%             |                  | 6,290                                        |
| 14          | Secondary                                                 | 451,489                | 425,797                                                               | 25,692                 | 5.6905%            | 94.3095%             |                  | 25,692                                       |
| 15          | TOTAL                                                     | 783,706                | 751,724                                                               | 31,982                 | 4.0809%            | 95.9191%             |                  | 31,982                                       |
| 16          |                                                           |                        |                                                                       |                        |                    |                      |                  |                                              |
| 17          | G - Major Accts                                           |                        |                                                                       |                        |                    |                      |                  |                                              |
| 18          | Transmission                                              | 863,204                | 853,226                                                               | 9,977                  | 1.1558%            | 98.8442%             |                  | 9,977                                        |
| 19          | Primary                                                   | 525,006                | 515,065                                                               | 9,940                  | 1.8933%            | 98.1067%             |                  | 9,940                                        |
| 20          | Secondary                                                 | 396,254                | 373,705                                                               | 22,549                 | 5.6905%            | 94.3095%             |                  | 22,549                                       |
| 21          | TOTAL                                                     | 1,784,464              | 1,741,997                                                             | 42,466                 | 2.3798%            | 97.6202%             |                  | 42,460                                       |
| 22          | 0.00                                                      |                        |                                                                       |                        |                    |                      |                  |                                              |
| 23<br>24    | G - OS                                                    | 142,440                | 134,975                                                               | 0.444                  | E 000E%            | 94.3095%             |                  | 0.44                                         |
| 24<br>25    | Secondary<br>TOTAL                                        | <u> </u>               | 134,975                                                               | 8,144<br>8,144         | 5.6905%<br>5.6905% | 94.3095%             |                  | 8,144<br>8,144                               |
| 26          | TOTAL                                                     | 140,119                | 104,970                                                               | 0,144                  | 5.090570           | 94.009070            |                  | 0,14                                         |
| 27          | G - Residential                                           |                        |                                                                       |                        |                    |                      |                  |                                              |
| 28          | Secondary                                                 | 5,727,297              | 5,401,383                                                             | 325,913                | 5.6905%            | 94.3095%             |                  | 325,913                                      |
| 29          | TOTAL                                                     | 5,727,297              | 5,401,383                                                             | 325,913                | 5.6905%            | 94.3095%             |                  | 325,913                                      |
| 30          |                                                           |                        |                                                                       |                        |                    |                      |                  |                                              |
| 31          | G - SBS                                                   |                        |                                                                       |                        |                    |                      |                  |                                              |
| 32          | Transmission                                              | 1,792                  | 1,771                                                                 | 21                     | 1.1558%            | 98.8442%             |                  | 21                                           |
| 33          | Primary                                                   | 247                    | 243                                                                   | 5                      | 1.8933%            | 98.1067%             |                  | ŧ                                            |
| 34          | TOTAL                                                     | 2,039                  | 2,014                                                                 | 25                     | 1.2453%            | 98.7547%             |                  | 25                                           |
| 35          |                                                           |                        |                                                                       |                        |                    |                      |                  |                                              |
| 36          |                                                           |                        |                                                                       |                        |                    |                      |                  |                                              |
| 37          | TOTAL FPSC                                                | 11,417,272             | 10,820,040                                                            | 577,456                | 5.0577%            | 94.9423%             |                  | 577,456                                      |
| 38<br>39    | TOTAL                                                     | 11,417,272             | 10,839,816                                                            | 577,456                | 5.U577%            | 94.9423%             |                  | 577,456                                      |
| 39<br>40    | TOTAL FERC                                                |                        |                                                                       |                        |                    |                      |                  |                                              |
| 40          | TOTAL                                                     | 289,931                | 286,580                                                               | 3,351                  | 1.1558%            | 98.8442%             |                  | 3,351                                        |
| 42          |                                                           | 200,001                | 200,000                                                               | 3,301                  |                    | 00.011270            |                  | 0,00                                         |

| Sc          | chedule E-19b                                                                |                             | ENERGY                                                               | LOSSES                 |                 |                         |                     | Page 2 of 2                                  |
|-------------|------------------------------------------------------------------------------|-----------------------------|----------------------------------------------------------------------|------------------------|-----------------|-------------------------|---------------------|----------------------------------------------|
|             | NIDA PUBLIC SERVICE COMMISSION PANY: GULF POWER COMPANY                      |                             | Show energy losses by ra<br>explain the methodology<br>these losses. |                        |                 |                         | _ Prior Year Ende   | Year Ended 12/31/22<br>ed//                  |
| DOCK        | KET NO.: 20210015-EI                                                         |                             |                                                                      |                        |                 |                         | _ Historical Test ` | Year Ended//                                 |
|             |                                                                              |                             |                                                                      |                        |                 |                         | Witness: Tara B.    | DuBose, Jun K. Park                          |
|             | (1)                                                                          | (2)                         | (3)                                                                  | (4)                    | (5)             | (6)                     | (7)                 | (8)                                          |
| Line<br>No. | Rate Schedule                                                                | DELIVERED MWH @<br>GEN      | DELIVERED MWH @<br>MTR                                               | ENERGY LOSSES<br>(MWH) | ENERGY LOSSES % | DELIVERED<br>EFFICIENCY | COMPANY USE (MW)    | SYSTEM ENERGY<br>LOSSES (MWH) <sup>(1)</sup> |
| 1           | TOTAL COMPANY                                                                |                             |                                                                      |                        |                 |                         |                     |                                              |
| 2           | TOTAL                                                                        | 11,707,204                  | 11,126,396                                                           | 580,807                | 4.9611%         | 95.0389%                | 1                   | 580,807                                      |
| 3           |                                                                              |                             | , ,                                                                  | ,                      |                 |                         |                     | ,                                            |
| 4           | COMPANY USE                                                                  |                             |                                                                      |                        |                 |                         |                     |                                              |
| 5           | TOTAL                                                                        | 13,688                      |                                                                      |                        |                 |                         | 12,910              | 779                                          |
| 6           | TOTAL                                                                        | 13,000                      |                                                                      |                        |                 |                         | 12,010              | 115                                          |
| 7           | FIRM AND NON-FIRM WHEELING ENERGY LOSSES                                     |                             |                                                                      |                        |                 |                         |                     |                                              |
| 8           | TOTAL                                                                        | 6,635                       |                                                                      |                        |                 |                         |                     | 6,635                                        |
|             | TOTAL                                                                        | 0,035                       |                                                                      |                        |                 |                         |                     | 0,035                                        |
| 9<br>10     | TOTAL GULF POWER                                                             |                             |                                                                      |                        |                 |                         |                     |                                              |
| 10          | TOTAL GOLF POWER                                                             | 11,727,527                  | 11,139,306                                                           | 588,222                | 5.0157%         | 94.9843%                |                     | 588,222                                      |
| 12          | TOTAL                                                                        | 11,727,527                  | 11,139,300                                                           | 566,222                | 5.0157 %        | 94.904370               |                     | 500,222                                      |
| 12          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 14          | <sup>(1)</sup> The allocation of losses among rate classes is based on histo | vrical studies              |                                                                      |                        |                 |                         |                     |                                              |
| 14          | <sup>(2)</sup> Total system amount equals the forecasted net energy for loa  | d (NEL) reported in MER E-8 | Assumptions                                                          |                        |                 |                         |                     |                                              |
| 16          | Total system amount equals the forecasted her energy for for                 |                             | , Assumptions.                                                       |                        |                 |                         |                     |                                              |
| 10          | Note: Totals may not add due to rounding.                                    |                             |                                                                      |                        |                 |                         |                     |                                              |
|             | Note. Totals may not add dde to founding.                                    |                             |                                                                      |                        |                 |                         |                     |                                              |
| 18<br>19    |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
|             |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 20          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 21          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 22          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 23          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 24          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 25          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 26          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 27          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 28          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 29          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 30          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 31          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 32          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 33          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 34          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 35          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 36          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 37          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 38          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 39          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 40          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 41          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
| 42          |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |
|             |                                                                              |                             |                                                                      |                        |                 |                         |                     |                                              |

|              | (1)                         | (2)                                              | (3)                                              | (4)               | (5)                | (6)              | (7)                                         |
|--------------|-----------------------------|--------------------------------------------------|--------------------------------------------------|-------------------|--------------------|------------------|---------------------------------------------|
| ne<br>o.     | Rate Schedule               | 12-MO AVG<br>COINCIDENT<br>DEMAND AT GEN<br>(MW) | 12-MO AVG<br>COINCIDENT<br>DEMAND AT MTR<br>(MW) | TOTAL LOSSES (MW) | PERCENT LOSSES     | COMPANY USE (MW) | SYSTEM DEMAND<br>LOSSES (MW) <sup>(1)</sup> |
| 1 RET<br>2 G | AIL<br>- GS                 |                                                  |                                                  |                   |                    |                  |                                             |
|              | Secondary                   | 70.20                                            | 64.91                                            | 5.28              | 7.5240%            |                  | 5.28                                        |
| 4 1          | OTAL                        | 70.20                                            | 64.91                                            | 5.28              | 7.5240%            |                  | 5.28                                        |
| i<br>G       |                             |                                                  |                                                  |                   |                    |                  |                                             |
|              | GSD/GSDT                    |                                                  |                                                  |                   | 4.40000/           |                  |                                             |
|              | ransmission                 | 0.03                                             | 0.03<br>1.93                                     | 0.00<br>0.05      | 1.4886%<br>2.4683% |                  | 0.00<br>0.05                                |
|              | rrimary<br>secondary        | 1.98<br>432.97                                   | 400.40                                           | 32.58             | 2.4683%<br>7.5240% |                  | 32.58                                       |
|              | OTAL                        | 434.98                                           | 400.40                                           | 32.63             | 7.5006%            |                  | 32.63                                       |
|              | -                           | 101100                                           | . 52.00                                          | 52.00             |                    |                  | 02.00                                       |
| G            | LP/LPT                      |                                                  |                                                  |                   |                    |                  |                                             |
|              | rimary                      | 42.27                                            | 41.23                                            | 1.04              | 2.4683%            |                  | 1.04                                        |
|              | econdary                    | 69.25                                            | 64.04                                            | 5.21              | 7.5240%            |                  | 5.21                                        |
| ٦            | OTAL                        | 111.52                                           | 105.27                                           | 6.25              | 5.6075%            |                  | 6.25                                        |
| C            | Mojor Apoto                 |                                                  |                                                  |                   |                    |                  |                                             |
|              | Major Accts<br>Transmission | 129.24                                           | 127.31                                           | 1.92              | 1.4886%            |                  | 1.92                                        |
|              | rimary                      | 71.31                                            | 69.55                                            | 1.76              | 2.4683%            |                  | 1.76                                        |
|              | secondary                   | 53.56                                            | 49.53                                            | 4.03              | 7.5240%            |                  | 4.03                                        |
| ٦            | OTAL                        | 254.11                                           | 246.39                                           | 7.71              | 3.0357%            |                  | 7.71                                        |
|              |                             |                                                  |                                                  |                   |                    |                  |                                             |
|              | OS                          |                                                  |                                                  |                   |                    |                  |                                             |
|              | econdary                    | 13.80                                            | 12.76                                            | 1.04              | 7.5240%            |                  | 1.04                                        |
|              | OTAL                        | 13.80                                            | 12.76                                            | 1.04              | 7.5240%            |                  | 1.04                                        |
|              | Residential<br>secondary    | 1,126.51                                         | 1,041.75                                         | 84.76             | 7.5240%            |                  | 84.76                                       |
|              | OTAL                        | 1,126.51                                         | 1,041.75                                         | 84.76             | 7.5240%            |                  | 84.76                                       |
|              |                             | 1,120.31                                         | 1,041.75                                         | 54.70             | 7.524070           |                  | 04.70                                       |
|              | SBS                         |                                                  |                                                  |                   |                    |                  |                                             |
| ٦            | ransmission                 | 0.21                                             | 0.20                                             | 0.00              | 1.4886%            |                  | 0.00                                        |
|              | rimary                      | 0.00                                             | 0.00                                             | 0.00              | 2.4683%            |                  | 0.00                                        |
| ٦            | OTAL                        | 0.21                                             | 0.20                                             | 0.00              | 1.4931%            |                  | 0.00                                        |
|              |                             |                                                  |                                                  |                   |                    |                  |                                             |
| тс           | TAL FPSC                    |                                                  |                                                  |                   |                    |                  |                                             |
|              | OTAL PPSC                   | 2,011.33                                         | 1,873.65                                         | 137.68            | 6.8450%            |                  | 137.68                                      |
|              |                             | 2,011.00                                         | 1,010.00                                         | 101.00            | 0.040070           |                  | 107.00                                      |
| тс           | TAL FERC                    |                                                  |                                                  |                   |                    |                  |                                             |
|              | OTAL                        | 52.57                                            | 51.78                                            | 0.78              | 1.4886%            |                  | 0.78                                        |

DEMAND LOSSES

Show maximum demand losses by rate schedule for the

Schedule E-19c

Supporting Schedules:

Type of Data Shown: X Projected Test Year Ended 12/31/22

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| FLORIDA PUBLIC SERVICE COMMISSION<br>COMPANY: GULF POWER COMPANY<br>DOCKET NO.: 20210015-EI                                                                     |                                                                                                                                | EXPLANATION:                                     | EXPLANATION: Show maximum demand losses by rate schedule for the test year and explain the methodology and assumptions used in determining these losses. |                         |                       |                  |                                             | Type of Data Shown:<br>X Projected Test Year Ended 12/31/22<br>_ Prior Year Ended/_/<br>_ Historical Test Year Ended/_/_ |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------|------------------|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|--|
|                                                                                                                                                                 |                                                                                                                                |                                                  |                                                                                                                                                          |                         |                       |                  | Witness: Tara B. DuBose, Jun K. Park        |                                                                                                                          |  |
|                                                                                                                                                                 | (1)                                                                                                                            | (2)                                              | (3)                                                                                                                                                      | (4)                     | (5)                   | (6)              | (7)                                         |                                                                                                                          |  |
| .ine<br>No.                                                                                                                                                     | Rate Schedule                                                                                                                  | 12-MO AVG<br>COINCIDENT<br>DEMAND AT GEN<br>(MW) | 12-MO AVG<br>COINCIDENT<br>DEMAND AT MTR<br>(MW)                                                                                                         | TOTAL LOSSES (MW)       | PERCENT LOSSES        | COMPANY USE (MW) | SYSTEM DEMAND<br>LOSSES (MW) <sup>(1)</sup> |                                                                                                                          |  |
| 1 TOTAL CO<br>2 TOTAL<br>3                                                                                                                                      | MPANY                                                                                                                          | 2,063.89                                         | 1,925.44                                                                                                                                                 | 138.46                  | 6.7086%               |                  | 138.46                                      |                                                                                                                          |  |
| 4 COMPANY<br>5 TOTAL<br>6                                                                                                                                       | ( USE <sup>(2)</sup>                                                                                                           | 2.26                                             | -                                                                                                                                                        |                         |                       | 2.09             | 0.17                                        |                                                                                                                          |  |
|                                                                                                                                                                 | JLF POWER                                                                                                                      | 2,066.15                                         | 1,927.52                                                                                                                                                 | 138.63                  | 6.7095%               |                  | 138.63                                      |                                                                                                                          |  |
| 13<br>14 Note: Totals<br>15<br>16<br>17                                                                                                                         | dule E-19a for the methodology and assumpt<br>des the net impact of differences caused by th<br>a may not add due to rounding. | he use of historical load research               | statistics to forecast coin                                                                                                                              | icident peak and demand | losses by rate class. |                  |                                             |                                                                                                                          |  |
| 13<br>14 Note: Totals<br>15<br>16<br>17<br>18<br>19<br>20<br>21                                                                                                 | des the net impact of differences caused by the                                                                                | he use of historical load research               | statistics to forecast coin                                                                                                                              | cident peak and demand  | losses by rate class. |                  |                                             |                                                                                                                          |  |
| 13<br>14 Note: Totals<br>15<br>16<br>17<br>18<br>19<br>20<br>21<br>22<br>23<br>24<br>25                                                                         | des the net impact of differences caused by the                                                                                | he use of historical load research               | statistics to forecast coin                                                                                                                              | cident peak and demand  | losses by rate class. |                  |                                             |                                                                                                                          |  |
| 13<br>14 Note: Totals<br>15<br>16<br>17<br>18<br>19<br>20<br>21<br>22<br>23<br>24<br>25<br>26<br>27<br>28                                                       | des the net impact of differences caused by the                                                                                | he use of historical load research               | statistics to forecast coin                                                                                                                              | icident peak and demand | losses by rate class. |                  |                                             |                                                                                                                          |  |
| 13<br>14 Note: Totals<br>15<br>16<br>17<br>18<br>19<br>20<br>21<br>22<br>23<br>24<br>25<br>26<br>27<br>28<br>29<br>30<br>31                                     | des the net impact of differences caused by the                                                                                | he use of historical load research               | statistics to forecast coin                                                                                                                              | icident peak and demand | losses by rate class. |                  |                                             |                                                                                                                          |  |
| 13<br>14 Note: Totals<br>15<br>16<br>17<br>18<br>19<br>20<br>21<br>22<br>23<br>24<br>25<br>26<br>27<br>28<br>29<br>30<br>31<br>32<br>33<br>34                   | des the net impact of differences caused by the                                                                                | he use of historical load research               | statistics to forecast coin                                                                                                                              | icident peak and demand | losses by rate class. |                  |                                             |                                                                                                                          |  |
| 13<br>14 Note: Totals<br>15<br>16<br>17<br>18<br>19<br>20<br>21<br>22<br>23<br>24<br>25<br>26<br>27<br>28<br>29<br>30<br>31<br>32<br>33<br>34<br>35<br>36<br>37 | des the net impact of differences caused by the                                                                                | he use of historical load research               | statistics to forecast coin                                                                                                                              | ucident peak and demand | losses by rate class. |                  |                                             |                                                                                                                          |  |
| 13<br>14 Note: Totals<br>15<br>16                                                                                                                               | des the net impact of differences caused by the                                                                                | he use of historical load research               | statistics to forecast coin                                                                                                                              | ucident peak and demand | losses by rate class. |                  |                                             |                                                                                                                          |  |