



Dianne M. Triplett
DEPUTY GENERAL COUNSEL

June 24, 2021

VIA ELECTRONIC FILING

Adam J. Teitzman, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: *Duke Energy Florida, LLC's Petition for Limited Proceeding to Approve
2021 Settlement Agreement, Including General Base Rate Increases;*
Docket No. 20210016-EI

Dear Mr. Teitzman:

On January 28, 2021, DEF filed Exhibits 4a and 4b, clean and legislative tariffs, to its Petition for Limited Proceeding to Approve 2021 Settlement Agreement, including General Base Rate Increases. On April 16, 2021 and April 30, 2021, DEF filed updated tariffs to the aforementioned filing. At the request of Staff of the Florida Public Service Commission, attached for filing on behalf of Duke Energy Florida, LLC ("DEF") are DEF's Compiled Exhibit 4a and 4b to include the January 28, 2021, April 16, 2021 and April 30, 2021 filed tariffs respectively. Please replace the tariffs previously provided as Exhibits 4a and 4b with the attached.

Thank you for your assistance in this matter. Please feel free to call me at (727) 820-4692 should you have any questions concerning this filing.

Sincerely,

s/ Dianne M. Triplett

Dianne M. Triplett

DMT/mw
Attachments

CERTIFICATE OF SERVICE

Docket No. 20210016-EI

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via electronic mail to the following this 24th day of June, 2021.

s/ Dianne M. Triplett

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EXHIBIT 4A

COMPILED TARIFFS (Unchanged, Updated & Added) (CLEAN)



Compiled Revised Tariff Sheet Nos.

Clean Format

1	BA-1	6.105
2	SC-1	6.110
3	RS-1	6.120
4	RS-1**	6.121
5	RSL-1	6.130
6	RSL-2	6.135
7	RST-1	6.140
8	GS-1	6.150
9	GST-1***	6.160
10	GS-2	6.165
11	GSD-1	6.170
12	GSDT-1	6.180
13	GSLM-1	6.220
14	GSLM-2	6.225
15	CS-1 *	6.230
16	CS-2	6.235
17	CS-3	6.2390
18	CST-1*	6.240
19	CST-2***	6.245
20	CST-3	6.2490
21	IS-1*	6.250
22	IS-2***	6.255
23	IST-1*	6.260
24	IST-2	6.265
25	LS-1	6.280
26	SS-1	6.310
27	SS-2	6.315
28	SS-3	6.320
29	TS-1	6.330
30	RSS-1*	6.350
31	PPS-1	6.370
32	ED-1*	6.380
33	ED-2	6.382
34	EDR-1*	6.385
35	FB-1	6.391
36	FCF-1	6.405
37	Definitions and Classifications Part 1	4.010
38	Availability and Establishment of Service Part 2	4.020
39	Contribution in Aid of Construction Part 3	4.030
40	Guarantee Deposits Part 7	4.070
41	Billing Part 8	4.080
42	Discontinuance and Withholding of Service Part 10	4.100

43	Underground Residential Policy Part 11	4.110
44	Charges for conversion of Existing Overhead to Underground Electric Distribution Facilities Part 12	4.120
45	Index of Rate Schedules	6100
46	Index of Standard Contract & Other Agreement Forms	7000
47	Muni UG Contract	7.060
48	RTO Contract	7.070
49	Lighting Service Contract	7.110
50	PPS Contract	7.270
51	Tier 1	7.310
52	IC App Tier 1	7.317
53	Tier 2	7.320
54	Tier 3	7.330
55	ED Standard Form	7.500

Original tariffs were filed in docket no. 20210016 on January 28, 2021 (document no. 01705-2021)

***Filed in docket on April 16, 2021 (Added to Tariffs) (document no. 03550-2021)**

****Filed in docket on April 30, 2021 (Added to Tariffs) (document number 03768-2021)**

*****Filed in docket on April 16, 2021 (Update to previously filed Tariffs)**



**RATE SCHEDULE BA-1
BILLING ADJUSTMENTS**
(Continued from Page 1)

(3) Capacity Cost Recovery Factor:

The Capacity Cost Recovery (CCR) Factors applicable to the Energy Charge under the Company's various rate schedules are normally determined annually by the Florida Public Service Commission for the billing months of January through December. This factor is designed to recover the cost of capacity payments made by the Company for off-system capacity and is adjusted to reflect changes in these costs from one period to the next. For time of use demand rates the CCR charge will be included in the base demand only.

(4) Environmental Cost Recovery Clause Factor:

The Environmental Cost Recovery Clause (ECRC) Factors applicable to the Energy Charge under the Company's various rate schedules are normally determined annually by the Florida Public Service Commission for the billing months of January through December. This factor is designed to recover environmental compliance costs incurred by the Company and is adjusted to reflect changes in these costs from one period to the next.

(5) Asset Securitization Charge Factor:

The Asset Securitization Charge (ASC) Factors applicable to the Energy Charge under the Company's various rate schedules represent a Nuclear Asset-Recovery Charge approved in a financing order issued to the Company by the Florida Public Service Commission and are adjusted at least semi-annually to ensure timely payment of principal, interest and financing costs of nuclear asset-recovery bonds from the effective date of the ASC until the nuclear asset-recovery bonds have been paid in full or legally discharged and the financing costs have been fully recovered. As approved by the Commission, a Special Purpose Entity (SPE) has been created and is the owner of all rights to the Nuclear Asset-Recovery Charge. The Company shall act as the SPE's collection agent or servicer for the Nuclear Asset-Recovery Charge. The Nuclear Asset-Recovery Charge shall be paid by all existing or future customers receiving transmission or distribution service from the Company or its successors or assignees under Commission-approved rate schedules or under special contracts, even if the customer elects to purchase electricity from alternative electric suppliers following a fundamental change in regulation of public utilities in this state.

(6) Storm Cost Recovery Surcharge Factor:

In accordance with a Florida Public Service Commission ruling, the Storm Cost Recovery Surcharge (SCRS) factor is applicable to the Energy Charge under the Company's various rate schedules for the billing months of March 2020 through February 2021. This surcharge is designed to recover storm-related costs incurred by the Company related to Hurricane Dorian and Tropical Storm Nestor in 2019.

Gross Receipts Tax Factor:

In accordance with Section 203.01(1)(a)1 of the Florida Statutes, a factor of 2.5641% is applicable to electric sales charges for collection of the state Gross Receipts Tax.

Regulatory Assessment Fee Factor:

In accordance with Section 350.113 of the Florida Statutes and Rule 25-6.0131, F.A.C., a factor of 0.072% is applicable to electric sales charges for collection of the Regulatory Assessment Fee.

Right-of-Way Utilization Fee:

A Right-of-Way Utilization Fee is applied to the charges for electric service (exclusive of any Municipal, County, or State Sales Tax) provided to customers within the jurisdictional limits of each municipal or county governmental body or any unit of special-purpose government or other entity with authority requiring the payment of a franchise fee, tax, charge, or other imposition whether in money, service, or other things of value for utilization of rights-of-way for location of Company distribution or transmission facilities. The Right-of-Way Utilization Fee shall be determined in a negotiated agreement (i.e., franchise and other agreements) in a manner which reflects the Company's payments to a governmental body or other entity with authority plus the appropriate Gross Receipts Taxes and Regulatory Assessment Fees resulting from such additional revenue. The Right-of-Way Utilization Fee is added to the charges for electric service prior to the application of any appropriate taxes.

Municipal Tax:

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.699¢/kWh.

Sales Tax:

A State Sales Tax is applied to the charge for electric service provided to all non-residential customers and equipment rental provided to all customers (unless a qualified sales tax exemption status is on record with the Company). The State Sales Tax shall be determined in accordance with the State's sales tax laws. The amount collected by the Company shall be remitted to the State in the manner required by law. In those counties that have enacted a County Discretionary Sales Surtax, such tax shall be applied and paid in a like manner. An additional tax factor is applied to the charge for electric service consistent with the applicability of State Sales Tax as described in this paragraph, in accordance with Section 203.01(1)(a)3 and (b)4 of the Florida Statutes.

(Continued on Page No. 3)



**RATE SCHEDULES SC-1
SERVICE CHARGES**

Establishment of Service:

A service charge shall be made for each establishment or re-establishment of service. This charge shall apply to each new service connection, service reconnection and transfer of account from one occupant to another. It shall also apply to reconnections after disconnection for non-payment or violation of Company or Florida Public Service Commission (Commission) Rules. If there is an involuntary transfer upon death, service charges that would otherwise be required for establishment or re-establishment of service will be waived.

1. A charge of \$58.00 will be made for initial establishment of service to a premise.
2. A charge of \$12.00 will be made for each subsequent re-establishment of service to said premise.
3. A charge of \$4.00 will be made for each subsequent re-establishment of service to said premise where the customer has executed and has on file a Revert to Owner agreement for rental properties.
4. A charge of \$13.00 will be made for the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules where such reconnection is performed during normal working hours (M-F, 7AM-7PM). For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.
5. A charge of \$14.00 will be made for the reconnection of service for nonpayment or violation of Company or Commission Rules where such reconnection is performed outside of normal working hours. For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.

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%, 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.

Returned Check Charge:

A service charge as allowed by Florida Statute 68.065 shall be added to the Customer's bill for electric service 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 check charge.

Waiver Clause for Above Charges:

The Company shall have the discretion to waive any of the foregoing charges that would otherwise apply to customers as a consequence of significant damage to their premises caused by a natural disaster, or during periods of declared emergencies, or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

Investigation of Unauthorized Use Charge:

The Customer shall be assessed a charge by the Company for reimbursement of all investigative expenses related to a premise for which the Customer has undertaken unauthorized use of service and the Company has not elected to seek full recovery by prosecution under the law. The charge shall be \$200.00 for residential customers and \$1,000.00 for all other customers, and such charge may be assessed in lieu of proof of actual expenses incurred. In addition to this charge, the Customer is responsible for any damages to the Company's facilities, correction of measured consumption, and/or any other service charges which may be applicable.



**RATE SCHEDULE RS-1
 RESIDENTIAL SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To residential customers taking service exclusively for domestic purposes in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage, a boat slip, and other separate structures where they are occupied or used solely by the members or servants of such family or household for domestic purposes only. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owner's benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery is separately metered and billed.
4. A responsible legal entity is established as the customer to whom the Company can render its bill(s) for said service.

Character of Service:

Continuous service, alternating current, 60 cycles per second, single-phase or three-phase, at the Company's standard available distribution voltage. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge: \$ 12.45

Energy and Demand Charges:

Non-Fuel Energy Charges:

- | | |
|---|----------------|
| (1) For the calendar months of December through February: | |
| First 1,000 kWh | 7.623¢ per kWh |
| All additional kWh | 8.773¢ per kWh |
| (2) For the calendar months of March through November: | |
| First 1,000 kWh | 6.587¢ per kWh |
| All additional kWh | 7.474¢ per kWh |

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

Off-Peak Electric Vehicle (EV) Charging Credit:

Residential customers on this rate schedule and other residential customers that are not on a time-of-use rate schedule, have an EV charger at their residence, and are participating in the Off-Peak EV Charging Program in compliance with its terms are eligible to receive an off-peak EV charging credit of \$10 per month.

The designated off-peak periods for the EV charging credit, expressed in terms of prevailing clock time shall be as follows:

For all calendar months, Monday through Friday:	10:00 a.m. to 6:00 p.m. and 9:00 p.m. to 5:00 a.m.
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Customers must use the EV charger only during designated off-peak periods during the billing period; provided, however, that customers may have, at most, 2 occasions of opt-out charging in a billing period and still receive the EV off-peak charging credit in that billing period. An occasion of opt-out charging is defined as charging outside of the designated off-peak periods for 15 minutes or more at 3kW capacity or above.

(Continued on Page No. 2)



**RATE SCHEDULE RS-1
RESIDENTIAL SERVICE**
(Continued from Page No. 1)

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The Minimum Monthly Bill shall be \$30. Customer bills will only be subject to the minimum monthly bill if the total electric service charges (customer charge, energy and demand charge, fuel cost recovery factor, and asset securitization charge factor) related to this rate schedule, excluding taxes and other additional charges and excluding the off-peak EV charging credit, are less than the minimum monthly bill amount.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at company-designated locations.

Term of Service:

From billing period to billing period, until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company rules.



**RATE SCHEDULE RS-1
 RESIDENTIAL SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To residential customers taking service exclusively for domestic purposes in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage, a boat slip, and other separate structures where they are occupied or used solely by the members or servants of such family or household for domestic purposes only. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owner's benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery is separately metered and billed.
4. A responsible legal entity is established as the customer to whom the Company can render its bill(s) for said service.

Character of Service:

Continuous service, alternating current, 60 cycles per second, single-phase or three-phase, at the Company's standard available distribution voltage. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge: \$ 12.45

Energy and Demand Charges:

Non-Fuel Energy Charges:

- | | |
|---|----------------|
| (1) For the calendar months of December through February: | |
| First 1,000 kWh | 7.623¢ per kWh |
| All additional kWh | 8.773¢ per kWh |
| (2) For the calendar months of March through November: | |
| First 1,000 kWh | 6.587¢ per kWh |
| All additional kWh | 7.474¢ per kWh |

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

Off-Peak Electric Vehicle (EV) Charging Credit:

Residential customers on this rate schedule and other residential customers that are not on a time-of-use rate schedule, have an EV charger at their residence, and are participating in the Off-Peak EV Charging Program in compliance with its terms are eligible to receive an off-peak EV charging credit of \$10 per month.

The designated off-peak periods for the EV charging credit, expressed in terms of prevailing clock time shall be as follows:

- | | |
|---|---|
| (1) For all calendar months, Monday through Friday: | 10:00 a.m. to 6:00 p.m. and
9:00 p.m. to 5:00 a.m. |
| (2) For all calendar months, Weekends and Holidays: | All hours |

Customers must use the EV charger only during designated off-peak periods during the billing period; provided, however, that customers may have, at most, 2 occasions of opt-out charging in a billing period and still receive the EV off-peak charging credit in that billing period. An occasion of opt-out charging is defined as charging outside of the designated off-peak periods for 15 minutes or more at 3kW capacity or above.



**RATE SCHEDULE RS-1
RESIDENTIAL SERVICE**
(Continued from Page No. 1)

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The Minimum Monthly Bill shall be \$30. Customer bills will only be subject to the minimum monthly bill if the total electric service charges (customer charge, energy and demand charge, fuel cost recovery factor, and asset securitization charge factor) related to this rate schedule, excluding taxes and other additional charges and excluding the off-peak EV charging credit, are less than the minimum monthly bill amount.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at company-designated locations.

Term of Service:

From billing period to billing period, until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company rules.



**RATE SCHEDULE RSL-1
 RESIDENTIAL LOAD MANAGEMENT**

Availability:

Available only within the range of the Company's Load Management System.
 Available to customers whose premises have active load management devices installed prior to June 30, 2007.
 Available to customers whose premises have load management devices installed after June 30, 2007 that have and are willing to submit to load control of, at a minimum, central electric cooling and heating systems.

Applicable:

To customers eligible for Residential Service under Rate Schedule RS-1 having a minimum average monthly usage of 600 kWh (based on the most recent 12 months, or, where not available, a projection for 12 months), and utilizing any of the following electrical equipment:

- | | |
|------------------------------------|------------------------------------|
| 1. Water Heater | 3. Central Electric Cooling System |
| 2. Central Electric Heating System | 4. Swimming Pool Pump |

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Service to the electrical equipment specified above may be interrupted at the option of the Company by means of load management devices installed on the customer's premises.

For new service requests after June 30, 2007 customers with a central electric heating system that is a heat pump will be installed on Interruption Schedule S. All other new service requests will be installed on Interruption Schedule B. Interruption Schedule C shall be at the option of the customer.

For new service requests after April 1, 1995, and before June 30, 2007, customers who select the swimming pool pump schedule must also select at least one other schedule.

An installation of an alternative thermal storage heating system under Special Provision No. 7 of this rate schedule is not available after April 1, 1995.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge: \$ 12.45

Energy and Demand Charges:

Non-Fuel Energy Charges:

- | | |
|--|----------------|
| (1) For the calendar months of December through February | |
| First 1,000 kWh | 7.623¢ per kWh |
| All additional kWh | 8.773¢ per kWh |
| (2) For the calendar months of March through November: | |
| First 1,000 kWh | 6.587¢ per kWh |
| All additional kWh | 7.474¢ per kWh |

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

(Continued on Page No. 2)



**RATE SCHEDULE RSL-1
 RESIDENTIAL LOAD MANAGEMENT**
 (Continued from Page No. 1)

Load Management Monthly Credit Amounts:^{1,2}

Interruptible Equipment

	<u>Interruption Schedule</u>				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>S</u>
Water Heater	-	-	\$3.50	-	-
Central Heating System ³	\$2.00	\$8.00	-	-	\$8.00
Central Heating System w/Thermal Storage ³	-	-	-	\$8.00	-
Central Cooling System ⁴	\$1.00	\$5.00	-	-	\$5.00
Swimming Pool Pump	-	-	\$2.50	-	-

Any customer with a heat pump not taking service under Schedule S who requests a change under this tariff will be required to take service under Schedule S.

Premises taking service under this tariff and controlled by load management devices will remain on the existing schedule until such time as the current customer affirmatively requests a change.

See also Special Provisions 10 and 11 below for further customer optional adjustments to the above credits.

- Notes:
- (1) Load Management credits shall not exceed 40% of the Non-Fuel Energy Charge associated with kWh billed in excess of 600 kWh per month.
 - (2) Premises that have load management devices installed prior to June 30, 2007 may remain on the existing schedule until such time as the customer requests a change under this tariff. When a change is requested, customers may take service only under Schedule B or Schedule S if the customer has a heat pump. Customers may also opt for Schedule C if taking service under another Schedule. Customers whose premises have load management devices installed after June 30, 2007 will be subject to the Limitations of Service above.
 - (3) For the billing months of November through March only.
 - (4) For the billing months of April through October only.

Interruption Schedules:

- Schedule A Equipment interruptions to achieve an effective equipment duty cycle of approximately 66% during control periods within the Company's designated Peak Periods.
- Schedule B Equipment interruptions to achieve an effective equipment duty cycle of approximately 45% during control periods within the Company's designated Peak Periods.
- Schedule C Equipment may be interrupted continuously, not to exceed 300 minutes, and during the Company's designated Peak Periods. Where a thermal storage system has been installed hereunder, additional interruptions to the water heater will be made during periods of charging thermal storage system.
- Schedule D The regular heating system may be interrupted continuously and alternative heating provided by means of a thermal storage system installed hereunder.
- Schedule S Equipment interruptions to achieve an effective equipment duty cycle of approximately 45% during control periods within the Company's designated Peak Periods. Heat pump back-up strip may be interrupted continuously, not to exceed 300 minutes, during the Company's designated Peak. When the heat pump back-up strip is being interrupted, the heat pump will not be interrupted.

Peak Periods:

The Peak Periods expressed in terms of prevailing clock time shall be, but are not limited to these as follows:

- (1) For the calendar months of December through February, All Days: 5:00 a.m. to 10:00 a.m.
- (2) For all calendar months, All Days: 6:00 p.m. to 9:00 p.m.

Terms and Conditions:

All terms and conditions of Rate Schedule RS-1, Residential Service, (i.e. Fuel Charges and other Billing Adjustments, Minimum Monthly Bill, Terms of Payment, Term of Service and Average Billing Plan), shall apply to service under this rate schedule.

(Continued on Page No. 3)



**RATE SCHEDULE RSL-1
RESIDENTIAL LOAD MANAGEMENT**
(Continued from Page No. 2)

Special Provisions:

1. The Company shall be allowed reasonable access to the customer's premises to install, maintain, inspect, test and remove load management devices on the electrical equipment specified above.
2. Prior to the installation of load management devices, the Company may inspect the customer's electrical equipment to ensure good repair and working condition, but the Company shall not be responsible for the repair or maintenance of the electrical equipment.
3. The Company shall not be required to install load management devices on electrical equipment which would not be economically justified for reasons, such as, excessive installation costs, insufficient load, oversized equipment or abnormal utilization of equipment, including but not limited to, vacation or other limited occupancy residences or qualifying common use facilities.
4. Multiple units of any electrical equipment specified above must all be installed with load management devices to qualify for the credit attributable to that equipment type at that premise.
5. The limitation on interruptible schedules shall not apply during critical capacity conditions on the Company's system; nor shall limitations apply at times the Company requires additional generating resources to maintain firm power sales commitments or supply emergency interchange service to another utility for its firm load obligations only. The Company may also exercise equipment interruptions at any time for purposes of testing and performance evaluation of its Load Management System.
6. If the Company determines that the load management devices have been tampered with or disconnected without notice, or the customer's Wi-Fi network for use by Company's load management devices has been unavailable for a period of thirty consecutive days and the customer has been unresponsive to the Company's attempts to reconnect, the Company may discontinue service under this rate schedule and bill for all prior load management credits received by the customer, plus applicable investigative charges. The Company shall not impose any additional charges when events that caused the disruption were out of the customer's control.
7. Billing under this Rate Schedule will commence with the first complete billing period following installation of the load management devices. A customer may change interruption schedules or the selection of electrical equipment installed with load management devices or transfer to another rate schedule by notifying the Company forty-five days in advance. However, in the event of any revision to the interruption schedules which may affect customer, the Customer shall be allowed ninety days from the effective date of the revision to change schedules or equipment or transfer to another rate schedule. If a customer transfers to another rate schedule they are not eligible for service under this rate schedule for 12 months from the date of transfer.
8. If the Company determines that the effect of equipment interruptions has been offset by the customer's use of supplementary or alternative electrical equipment, or if access cannot be obtained by the Company to inspect, maintain, or remove load management devices, service under this rate schedule may be discontinued and the customer billed for all prior load management credits received over a period not in excess of six months.
9. Effective 8/31/07, for customers at premises taking service under Interruption Schedule B or S, and C for electric water heating, for which the premise at any time received the solar thermal water heating incentive, the monthly credit amount will be 25% of the above credit values for Interruption Schedules B, S and C, except for the pool pump. The pool pump credit amount will be at 100%.



**RATE SCHEDULE RSL-2
 RESIDENTIAL LOAD MANAGEMENT – WINTER ONLY**

Availability:

Available only within the range of the Company's Load Management System.

Applicable:

To customers eligible for Residential Service under Rate Schedule RS-1 having a minimum average monthly usage of 600 kWh for the months of December through February (based on the most recent billings, where not available, a projection for those months) and utilizing **both** electric water heater and central electric heating systems.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Service to the electrical equipment specified above may be interrupted at the option of the Company by means of load management devices installed on the customer's premises.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge: \$ 12.45

Energy and Demand Charges:

Non-Fuel Energy Charges:

- (1) For the calendar months of December through February
 - First 1,000 kWh 7.623¢ per kWh
 - All additional kWh 8.773¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

Additional Charges:

- Fuel Cost Recovery Factor: See Sheet No. 6.105
- Asset Securitization Charge Factor: See Sheet No. 6.105
- Gross Receipts Tax Factor & Regulatory Assessment Fee Factor: See Sheet No. 6.106
- Right-of-Way Utilization Fee: See Sheet No. 6.106
- Municipal Tax: See Sheet No. 6.106
- Sales Tax: See Sheet No. 6.106

Load Management Credit Amount:¹

<u>Interruptible Equipment</u>	<u>Monthly Credit²</u>
Water Heater and Central Heating System	\$11.50

- Notes: (1) Load management credit shall not exceed 40% of the Non-Fuel Energy Charge associated with kWh billed in excess of 600 kWh/month.
 (2) For billing months of November through March only.

Appliance Interruption Schedule:

- Heating Equipment interruptions to achieve an effective equipment duty cycle of approximately 45% during control periods within the Company's designated Peak Periods. Heat pump back-up strip may be interrupted continuously, not to exceed 300 minutes, during the Company's designated Peak. When the heat pump back-up strip is being interrupted, the heat pump will not be interrupted.
- Water Heater Equipment may be interrupted continuously, not to exceed 300 minutes, and during the Company's designated Peak Periods.

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



**RATE SCHEDULE RSL-2
RESIDENTIAL LOAD MANAGEMENT – WINTER ONLY**
(Continued from Page No. 1)

Peak Periods:

The Peak Periods expressed in terms of prevailing clock time shall be, but are not limited to these as follows:

- (1) For the calendar months of December through February - All Days: 5:00 a.m. to 10:00 a.m., and
6:00 p.m. to 9:00 p.m.

Terms and Conditions:

All terms and conditions of Rate Schedule RS-1, Residential Service (i.e. Non-Winter Energy and Demand Charges, Fuel Charges and other Billing Adjustments, Minimum Monthly Bill, Terms of Payment, Term of Service and Budget Billing Plan), shall apply to service under this rate schedule.

Special Provisions:

1. The Company shall be allowed reasonable access to the customer's premises to install, maintain, inspect, test and remove load management devices on the electrical equipment specified above.
2. Prior to the installation of load management devices, the Company may inspect the customer's electrical equipment to ensure good repair and working condition, but the Company shall not be responsible for the repair or maintenance of the electrical equipment.
3. The Company shall not be required to install load management devices on electrical equipment which would not be economically justified for reasons, such as, excessive installation costs, insufficient load, oversized equipment, or abnormal utilization of equipment, including but not limited to, vacation or other limited occupancy residences or qualifying common use facilities.
4. Multiple units of any electrical equipment specified above must all be installed with load management devices to qualify for the credit attributable to that equipment at that premise.
5. The limitation on interruptible schedules shall not apply during critical capacity conditions on the Company's system; nor shall limitations apply at times the Company requires additional generating resources to maintain firm power sales commitments or supply emergency interchange service to another utility for its firm load obligations only. The Company may also exercise equipment interruptions at any time for purposes of testing and performance evaluation of its Load Management System.
6. If the Company determines that the load management devices have been tampered with or disconnected without notice, or the customer's Wi-Fi network for use by Company's load management devices has been unavailable for a period of thirty (30) consecutive days and the customer has been unresponsive to the Company's attempts to reconnect, the Company may discontinue service under this rate schedule and bill for all prior load management credits received by the customer, plus applicable investigative charges. The Company shall not impose any additional charges when events that caused the disruption were out of the customer's control.
7. Billing under this Rate Schedule will commence with the first complete billing period following installation of the load management devices. A customer may transfer to another rate schedule by notifying the Company forty-five (45) days in advance. If a customer transfers to another rate schedule they are not eligible for service under this rate schedule for 12 months from the date of transfer.
8. If the Company determines that the effect of equipment interruptions has been offset by the customer's use of supplementary or alternative electrical equipment, or if access cannot be obtained by the Company to inspect, maintain, or remove load management devices, service under this rate schedule may be discontinued and the customer billed for all prior load management credits received over a period not in excess of six (6) months.



**RATE SCHEDULE RST-1
 RESIDENTIAL SERVICE
 OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of residential customers otherwise eligible for service under Rate Schedule RS-1, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

Character of Service:

Continuous service, alternating current, 60 cycle, single phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

Rate Per Month:

Customer Charge: \$ 12.45

Energy and Demand Charges:

Non-Fuel Energy Charges: 8.818¢ per On-Peak kWh
 7.308¢ per Off-Peak kWh
 4.237¢ per Super-Off-Peak kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy used during designated On-Peak Periods. The Super-Off-Peak rate shall apply to energy used during the designated Super-Off-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of December through February, Monday through Friday *: 5:00 a.m. to 10:00 a.m.
- (2) For all calendar months, Monday through Friday*: 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) **Super-Off-Peak Periods** - The designated Super-Off-Peak Periods expressed in terms of prevailing clock time shall be as follows:

For the calendar months of March through November, Every day, including weekends and holidays 12:00 a.m. (midnight) to 6:00 a.m.

(c) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak and Super-Off-Peak Periods set forth in (a) and (b) above.

Additional Charges:

Fuel Cost Recovery Factor: See Sheet No. 6.105
 Asset Securitization Charge Factor: See Sheet No. 6.105
 Gross Receipts Tax & Regulatory Assessment Fee Factor: See Sheet No. 6.106
 Right-of-Way Utilization Fee: See Sheet No. 6.106
 Municipal Tax: See Sheet No. 6.106
 Sales Tax: See Sheet No. 6.106

(Continued on Page No. 2)



**RATE SCHEDULE RST-1
RESIDENTIAL SERVICE
OPTIONAL TIME OF USE RATE**

(Continued from Page No. 1)

Minimum Monthly Bill:

The minimum monthly bill shall be \$30. Customer bills will only be subject to the minimum monthly bill if the total electric service charges (customer charge, energy and demand charge, fuel cost recovery factor, and asset securitization charge factor) related to this rate schedule, excluding taxes and other additional charges, are less than the minimum monthly bill amount.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

The term of service requirements under this optional rate schedule shall be the same as that required under the standard rate schedule which would otherwise be applicable; provided, however, customers who elect to take service hereunder at a given location shall have the right during the initial term of service to transfer to the otherwise applicable standard rate schedule at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) consecutive months.

Special Provisions:

1. All service rendered under this rate schedule shall be measured by metering equipment capable of determining energy use during specified hourly periods.
2. Application for service hereunder will be accepted by the Company on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
3. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.



**RATE SCHEDULE GS-1
 GENERAL SERVICE – NON-DEMAND
 (Closed to New Customers as of 01/01/2022)**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Unmetered Account:	\$ 8.74
Secondary Metering Voltage:	\$ 15.47
Primary Metering Voltage:	\$ 195.60
Transmission Metering Voltage:	\$ 964.77

Energy and Demand Charges:

Non-Fuel Energy Charge: 7.073¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Non-Fuel Energy Charge included in the Rate per Month section of this rate schedule shall be increased by 1.339¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above standard distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy Charge hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

(Continued on Page No. 2)



**RATE SCHEDULE GS-1
GENERAL SERVICE – NON-DEMAND
(Closed to New Customers as of 01/01/2022)**
(Continued from Page No. 1)

Minimum Monthly Bill:

The minimum monthly bill shall be \$30. Customer bills will only be subject to the minimum monthly bill if the total electric service charges (customer charge, energy and demand charge, fuel cost recovery factor, and asset securitization charge factor) related to this rate schedule, excluding taxes and other additional charges, are less than the minimum monthly bill amount.

Where special equipment to serve the customer is required, the Company may require an additional specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

Service under this rate shall be for a minimum initial term of twelve (12) months from commencement of service and shall continue thereafter until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company Rules

Customers who change service characteristics (i.e. metering voltage level, delivery voltage level, load requirements, etc.) will be allowed to remain on the rate.

Where special equipment to serve the customer is required, the Company may require a specified term of service contract.

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.08% per month of the installed cost of such additional equipment.
3. For fixed wattage and/or automatically controlled loads, the kWh consumption may, at the option of the Company, be estimated in lieu of installing meters.



**RATE SCHEDULE GST-1
 GENERAL SERVICE – NON-DEMAND
 OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of non-residential customers otherwise eligible for service under Rate Schedule GSD-1, provided that all of the electric load requirements on the Customer's premises are metered through one point of delivery.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or Resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 15.47
Primary Metering Voltage:	\$ 195.60
Transmission Metering Voltage:	\$ 964.77

Energy and Demand Charge:

Non-Fuel Energy Charge:	8.878¢ per On-Peak kWh
	8.243¢ per Off-Peak kWh
	4.692¢ per Super-Off-Peak kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during designated On-Peak Periods. The Super-Off-Peak rate shall apply to energy used during the designated Super-Off-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Non-Fuel Charges included in the Rate per Month section of this rate schedule shall be increased by 1.339¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of December through February,
Monday through Friday *: 5:00 a.m. to 10:00 a.m.
- (2) For all calendar months,
Monday through Friday*: 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) **Super-Off-Peak Periods** - The designated Super-Off-Peak Periods expressed in terms of prevailing clock time shall be as follows:

For the calendar months of March through November, Every day, including weekends and holidays	12:00 a.m. (midnight) to 6:00 a.m.
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**RATE SCHEDULE GST-1
GENERAL SERVICE – NON-DEMAND
OPTIONAL TIME OF USE RATE**
(Continued from Page No. 1)

Rating Periods: (Continued)

(c) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak and Super-Off-Peak Periods set forth in (a) and (b) above.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy and Demand Charges hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be \$30. Customer bills will only be subject to the minimum monthly bill if the total electric service charges (customer charge, energy and demand charge, fuel cost recovery factor, and asset securitization charge factor) related to this rate schedule, excluding taxes and other additional charges, are less than the minimum monthly bill amount.

Where special equipment to serve the customer is required, the Company may require an additional specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

The term of service requirements under this optional rate schedule shall be the same as that required under the standard rate schedule which would otherwise be applicable; provided, however, customers who elect to take service hereunder at a given location shall have the right during the initial term of service to transfer to the otherwise applicable standard rate schedule at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electric load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.08% per month of the installed cost of such additional equipment.
3. All service rendered under this rate schedule shall be measured by metering equipment capable of determining energy use during specified hourly periods.
4. Application for service hereunder will be accepted by the Company on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
5. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.



**RATE SCHEDULE GS-2
 GENERAL SERVICE – NON-DEMAND
 100% LOAD FACTOR USAGE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, with fixed wattage loads operating continuously throughout the billing period (such as traffic signals, cable TV amplifiers and gas transmission substations).

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate per Month:

Customer Charge:

Unmetered Account:	\$ 9.01
Metered Account:	\$ 15.94

Energy and Demand Charges:

Non-Fuel Energy Charge:	2.728¢ per kWh
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Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Non-Fuel Energy Charge included in the Rate per Month section of this rate schedule shall be increased by 0.237¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

(Continued on Page No. 2)



**RATE SCHEDULE GS-2
GENERAL SERVICE – NON-DEMAND
100% LOAD FACTOR USAGE**
(Continued from Page No. 1)

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

From billing period to billing period, until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company Rules.

Where special equipment to serve the customer is required, the Company may require a specified term of service contract.

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.08% per month of the installed cost of such additional equipment.
3. The calculated kWh usage at each unmetered point shall be determined by operating test or utilization of manufacturer's rating and specifications. The monthly operation shall be based on a standard of 730 hours. For cable TV amplifiers or similar equipment, the input wattage used to calculate kWh usage shall be:

$$\text{Input Wattage} = \frac{\text{Output Amperage} \times \text{Output Voltage}}{\text{Manufacturer's Rated Efficiency}}$$

where, such above values are established by the Manufacturer.



**RATE SCHEDULE GSD-1
GENERAL SERVICE - DEMAND**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 15.94
Primary Metering Voltage:	\$ 201.54
Transmission Metering Voltage:	\$ 994.07

Demand Charge:

\$ 6.73 per kW of Billing Demand

Plus the Cost Recovery Factors on a \$/ kW basis
in Rate Schedule BA-1, *Billing Adjustments*:

See Sheet No. 6.105 and 6.106

Energy Charge:

Non-Fuel Energy Charge: 2.955¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis
in Rate Schedule BA-1, *Billing Adjustments*,
except for the Fuel Cost Recovery Factor and
Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.45 per kW for the cost of reserving capacity in the alternate distribution circuit.

Determination of Billing Demand:

The billing demand shall be the maximum 30-minute kW demand established during the current billing period.

(Continued on Page No. 2)



**RATE SCHEDULE GSD-1
 GENERAL SERVICE - DEMAND**
 (Continued from Page No. 1)

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credits:

For Distribution Primary Delivery Voltage:	\$1.28 per kW of Billing Demand
For Transmission Delivery Voltage below 230kV:	\$5.17 per kW of Billing Demand
For Transmission Delivery Voltage at or above 230 kV:	\$7.04 per kW of Billing Demand

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing by the resulting power factor actually established at the time of maximum demand during the current month.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

Service under this rate shall be for a minimum initial term of twelve (12) months from commencement of service and shall continue thereafter until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company Rules.

Customers taking service under another Company rate schedule who elect to transfer to this rate must remain on this rate for a minimum term of twelve (12) months.

(Continued on Page No. 3)



**RATE SCHEDULE GSD-1
GENERAL SERVICE - DEMAND**
(Continued from Page No. 2)

Term of Service: (Continued)

Where special equipment to serve the customer is required, the Company may require a specified term of service contract.

Special Provisions:

1. The Company may, under the provisions of this rate schedule, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.08% per month times the installed cost of such additional equipment.



**RATE SCHEDULE GSDT-1
 GENERAL SERVICE - DEMAND
 OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of the customer, otherwise eligible for service under Rate Schedule GSD-1, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or Resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 15.94
Primary Metering Voltage:	\$ 201.54
Transmission Metering Voltage:	\$ 994.07

Demand Charges:

Base Demand Charge:	\$ 2.20 per kW of Base Demand
Mid-Peak Demand Charge:	\$ 4.18 per kW of Mid-Peak Demand
On-Peak Demand Charge:	\$ 1.16 per kW of On-Peak Demand

Plus the Cost Recovery Factors on a \$/kW basis in Rate Schedule BA-1, *Billing Adjustments*, using Monthly Max Demand See Sheet No. 6.105 and 6.106

Energy Charges:

Non-Fuel Energy Charge:	3.210¢ per On-Peak kWh
	2.694¢ per Off-Peak kWh
	1.672¢ per Super-Off-Peak kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during designated On-Peak Periods. The Super-Off-Peak rate shall apply to energy used during the designated Super-Off-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.45 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)



**RATE SCHEDULE GSDT-1
 GENERAL SERVICE DEMAND
 OPTIONAL TIME OF USE RATE**
 (Continued from Page No. 1)

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of December through February,
 Monday through Friday *: 5:00 a.m. to 10:00 a.m.
- (2) For all calendar months,
 Monday through Friday*: 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) **Super-Off-Peak Periods** - The designated Super-Off-Peak Periods expressed in terms of prevailing clock time shall be as follows:
 For the calendar months of March through November,
 Every day, including weekends and holidays: 12:00 a.m. (midnight) to 6:00 a.m

(c) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak and Super-Off-Peak Periods set forth in (a) and (b) above.

Determination of Billing Demands:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established over the current and eleven previous billing periods.
- (b) The Mid-Peak Demand shall be the maximum 30-minute kW demand established during the designated On-Peak or Off-Peak Periods during the current billing period.
- (c) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.
- (d) The Monthly Max Demand shall be the maximum 30-minute kW demand established during the current billing period.

Delivery Voltage Credit:

When a customer takes service under this rate schedule at a delivery voltage above standard distribution secondary voltage, the Base Demand Charge hereunder shall be subject to the following credits:

For Distribution Primary Delivery Voltage:	\$1.28 per kW of Monthly Max Demand
For Transmission Delivery Voltage below 230 kV:	\$5.17 per kW of Monthly Max Demand
For Transmission Delivery Voltage at or above 230 kV:	\$7.04 per kW of Monthly Max Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charges and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing by the resulting power factor actually established at the time of maximum demand during the current month.

(Continued on Page No. 3)



**RATE SCHEDULE GSDT-1
GENERAL SERVICE - DEMAND
OPTIONAL TIME OF USE RATE**
(Continued from Page No. 2)

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

The term of service requirements under this optional rate schedule shall be the same as that required under the standard rate schedule which would otherwise be applicable; provided, however, customers who elect to take service hereunder at a given location shall have the right during the initial term of service to transfer to the otherwise applicable standard rate schedule at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate schedule at the location for a minimum term of twelve (12) months.

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.08% per month of the installed cost of such additional equipment.
3. All service rendered under this rate schedule shall be measured by the metering equipment capable of determining energy use during specified hourly periods.
4. Application for service hereunder will be accepted by the Company on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
5. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.



**RATE SCHEDULE GSLM-1
 GENERAL SERVICE - LOAD MANAGEMENT
 (Closed to New Customers as of 07/20/2000)**

Availability:

Available only within the range of the Company's Load Management System.

Applicable:

To customers who are eligible for service under Rate Schedules GS-1, GST-1, GSD-1, or GSDT-1, excluding those customers served under the General Service transition rates, and who elect service under this rate schedule and have electric space cooling equipment suitable for interruptible operation. Also applicable to those customers who have any of the following electrical equipment installed on permanent residential structures and utilized for domestic (household) purposes: (1) water heater(s), (2) central electric heating system(s), (3) central electric cooling system(s), and/or (4) swimming pool pump(s).

Limitation of Service:

Service to specified electrical equipment may be interrupted at the option of the Company by means of load management devices installed on the customer's premises.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

The rates and all other terms and conditions of Company Rate Schedules GS-1, GST-1, GSD-1 or GSDT-1 (whichever shall otherwise be applicable) shall be applicable to service under this rate schedule, subject to the following:

LOAD MANAGEMENT MONTHLY CREDIT AMOUNT

<u>Interruptible Equipment</u>	<u>Interruption Schedule</u>	<u>Credit Based on Installed Capacity¹</u>	<u>Applicable Billing Months</u>
Electric Space Cooling ³	A	\$ 0.26 Per kW	March thru November
Electric Space Cooling ³	B	\$ 0.56 Per kW	March thru November
Domestically Utilized Equipment ^{2,3}	[Availability, Schedules and Credits of the otherwise applicable Rate Schedule RSL-1 or RSL-2 shall apply]		

Notes:

- (1) Credit shall not exceed 50% of the Non-Fuel Energy and Demand Charges; nor, for otherwise applicable Rate Schedule GSDT-1, shall the credit exceed the On-Peak and Base Demand Charges.
- (2) Equipment includes water heaters, central heating systems, central cooling systems and swimming pool pumps when such equipment is installed on permanent residential structures and utilized for domestic purposes.
- (3) Restricted to existing customers as of July 20, 2000.

Interruption Schedules:

- Schedule A Interruptions to achieve an effective equipment duty cycle of approximately 66% during control periods within the designated Peak Periods.
- Schedule B Interruptions to achieve an effective equipment duty cycle of approximately 45% during control periods within the designated Peak Periods.

(Continued on Page No. 2)

**RATE SCHEDULE GSLM-1
GENERAL SERVICE – LOAD MANAGEMENT**
(Continued from Page No. 1)**Peak Periods:**

The designated Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of December through February,
All Days: 5:00 a.m. to 10:00 a.m.
- (2) For all calendar months,
All Days: 6:00 p.m. to 9:00 p.m.

Special Provisions:

1. The Company shall be allowed reasonable access to the customer's premises to install, maintain, inspect, test and remove load management devices on the electrical equipment specified above.
2. Prior to the installation of load management devices, the Company may inspect the customer's electrical equipment to ensure good repair and working condition, but the Company shall not be responsible for the repair or maintenance of the electrical equipment. The Company may, at its option, require a commercial energy audit as a prerequisite to receiving service under this rate. The audit may be used to establish or confirm equipment capacity, operating hours, or to determine the ability of the Company to control electric demand.
3. The Company shall not be required to install load management devices on electrical equipment, which would not be economically justified, for reasons such as excessive installation costs, oversized equipment or abnormal utilization of equipment, including operating hours which are not considered within the designated Peak Periods.
4. If the Company determines that equipment operating schedules and/or business hours have reduced the ability of the Company to control electric demand during the above designated peak periods, then service under this rate will be discontinued.
5. Where multiple units (including standby or multi-stage) of space conditioning equipment are used to heat or cool a building, all of these units must be equipped with load management devices and normally must be controlled on the same interruption cycle.
6. Billing under this rate schedule will commence with the first complete billing period following installation of the load management devices. During the first year of service, a customer may transfer to another rate schedule by notifying the Company forty-five (45) days in advance. After the first year of service, the customer may transfer to another rate schedule by notifying the Company twelve (12) months in advance. However, in the event of any revision to the interruption schedules which may affect customer, the customer shall be allowed ninety (90) days from the effective date of the revision to change schedules or equipment or transfer to another rate schedule.
7. The limitations on Interruptible Schedules shall not apply during critical capacity conditions on the Company's system; nor shall limitations apply at times the Company requires additional generating resources to maintain firm power sales commitments or supply emergency interchange service to another utility for its firm load obligations only. The Company may also exercise equipment interruptions at any time for purposes of testing and performance evaluation of its Load Management System.
8. If the Company determines that the load management devices have been tampered with or disconnected without notice or customer Wi-Fi network for use by Company's load management devices has been unavailable for a period of thirty (30) consecutive days and the customer has been unresponsive to the Company's attempts to reconnect, the Company may discontinue service under this rate schedule and bill for prior load management credits received by the customer, plus applicable investigative charges. The Company shall not impose any additional charges when events that caused the disruption were out of the customer's control.
9. If the Company determines that the effect of equipment interruptions have been offset by the customer's use of supplementary or alternative electrical equipment, service under this rate schedule may be discontinued and the customer billed for all prior load management credits received over a period not in excess of six (6) months.
10. For purposes of determining eligible credits related to domestically utilized equipment, the customer shall provide the Company actual occupancy rates of permanent residential structures containing each type of equipment for the previous winter (December through February) and summer (March through November) periods. Credits for the current billing period shall apply to the number of items of each installed type of equipment multiplied by the corresponding previous seasonal period's occupancy rate.



**RATE SCHEDULE GSLM-2
 GENERAL SERVICE LOAD MANAGEMENT – STANDBY GENERATION**

Availability:

Available only within the range of the Company's radio switch communications capability.

Applicable:

To customers who are eligible for service under Rate Schedules GS-1, GST-1, GSD-1, or GSDDT-1 who have standby generation that will allow facility demand reduction at the request of the Company. The customer's Standby Generation Capacity calculation must be at least 50 kW in order to remain eligible for the rate. Customers cannot be on this rate schedule and also the General Service Load Management (GSLM-1) rate schedule. Not applicable to Net Metering customers. Customers cannot use the standby generation for peak shaving. Available only to those customers whose standby generation equipment is compliant with all applicable federal, state, and local codes and rules.

Limitation of Service:

Operation of the customer's equipment will occur at the Company's request. Requests by the Company for the customer to reduce facility demand by operation of their standby generation can occur at any time. Power to the facility from the Company will normally remain as back up power for the standby generation. The Customer will be given fifteen (15) minutes to initiate the demand reduction before the capacity calculation (see Definitions) is impacted.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

The rates and all other terms and conditions of Company Rate Schedules GS-1, GST-1, GSD-1 or GSDDT-1 (whichever shall otherwise be applicable) shall be applicable to service under this rate schedule, subject to the following:

**GSLM-2 MONTHLY CREDIT AMOUNT
 STANDBY GENERATION**

Credit

Cumulative Fiscal Year Hours

\$6.61 x **C** + \$0.10 x kWh monthly

All CRH

Immediately upon going on the rate, the customer's Capacity (**C**) is set to a value equivalent to the load the customer's standby generator carries during testing observed by the Customer and a Company representative. The **C** will remain at that value until the equipment is requested to run by the Company. The **C** for that month and subsequent months will be a calculated value based upon the following formula:

$$C = \frac{\text{kWh annual}}{[\text{CAH} - (\# \text{ of Requests} \times \frac{1}{4} \text{ hour})]}$$

Definitions:

kWh annual = Actual measured kWh generated by the standby generator during the previous twelve (12) months during Company control periods (rolling total).

CAH = Cumulative hours requested by the Company for the standby generation to operate for the previous twelve (12) months (rolling total).

CRH = Cumulative standby generator running hours during request periods of the Company for the current fiscal year (the fiscal year begins on the month the customer goes on the GSLM-2 rate).

of Requests = The cumulative number of times the Company has requested the standby generation to be operated for the previous twelve (12) months (rolling total).

kWh monthly = Actual measured kWh generated by the standby generator for the current month during Company control periods.

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



SECTION NO. VI
FORTY-FIRST REVISED SHEET NO. 6.230
CANCELS FORTIETH REVISED SHEET NO. 6.230

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



SECTION NO. VI
THIRTY-THIRD REVISED SHEET NO. 6.231
CANCELS THIRTY-SECOND REVISED SHEET NO. 6.231

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



SECTION NO. VI
TENTH REVISED SHEET NO. 6.232
CANCELS NINTH REVISED SHEET NO. 6.232

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



SECTION NO. VI
ELEVENTH REVISED SHEET NO. 6.233
CANCELS TENTH REVISED SHEET NO. 6.233

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



**RATE SCHEDULE CS-2
 CURTAILABLE GENERAL SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes where the billing demand is 500 kW or more, and where the customer agrees to curtail 25% or more of their average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection for twelve (12) months).

Character of Service:

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

Limitation of Service:

Standby or resale service is not permitted hereunder. Curtailable service under this rate schedule is not subject to curtailment during any time period for economic reasons. Curtailable service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 87.44
Primary Metering Voltage:	\$ 242.77
Transmission Metering Voltage:	\$ 906.04

Demand Charge:

\$ 10.81 per kW of Billing Demand

Plus the Cost Recovery Factors on a \$/ kW basis
 in Rate Schedule BA-1, *Billing Adjustments*:

See Sheet No. 6.105 and 6.106

Curtable Demand Credit:

\$ 7.72 per kW of Contracted On-Peak Demand Capability

Plus an additional event incentive of 25¢ times the difference in kWh usage during the 30 minutes preceding the curtailment event and the average 30 minute actual kWh usage during the curtailment event.

Energy Charge:

Non-Fuel Energy Charge: 1.973¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis
 in Rate Schedule BA-1, *Billing Adjustments*,
 except for the Fuel Cost Recovery Factor and
 Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.45 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)



**RATE SCHEDULE CS-2
 CURTAILABLE GENERAL SERVICE**
 (Continued from Page No. 1)

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of December through February,
 Monday through Friday*: 5:00 a.m. to 10:00 a.m.
- (2) For all calendar months,
 Monday through Friday*: 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

Determination of Billing Demand:

The billing demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 500 kW.

Determination of Contracted On-Peak Demand Capability:

The Contracted On-Peak Demand Capability shall be the lesser of the Contracted Curtailable Demand and the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$1.28 per kW of Billing Demand
For Transmission Delivery Voltage below 230 kV:	\$5.17 per kW of Billing Demand
For Transmission Delivery Voltage at or above 230 kV:	\$7.04 per kW of Billing Demand

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing the resulting power factor actually established at the time of maximum demand during the current month.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate shall be for a minimum initial term of two (2) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

(Continued on Page No. 3)

**RATE SCHEDULE CS-2
CURTAILABLE GENERAL SERVICE**
(Continued from Page No. 2)

Special Provisions:

1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
2. Under the provisions of this rate, the Company will require a contract with the customer upon the Company's filed standard contract Form No. 2. An initial Non-Curtailable Demand shall be specified in the contract and shall be based on specifications for power requirements supplied to the Company. (Note: the initial contract Non-Curtailable Demand cannot be set any greater than 75% of the customer's average monthly billing demand in accordance with the Applicable Clause of this rate schedule). Contracted Curtailable Demand shall be the difference between the customer's average monthly billing demand and the Non-Curtailable Demand. The contract Non-Curtailable Demand shall be re-established under the following conditions:
 - (a) If a change in the customer's power requirements occurs, the Company and the customer shall establish a new contract Non-Curtailable Demand.
 - (b) If the customer establishes a demand higher than the contract Non-Curtailable demand during any period of requested curtailment in the billing period, such higher demand shall become the contract Non-Curtailable Demand effective with the next billing period. In addition, Special Provision No. 5 is applicable.
 - (c) If the customer establishes a demand lower than the contract Non-Curtailable demand during all periods of requested curtailment in the billing period, such lower demand upon request by the customer shall become the contract Non-Curtailable Demand effective with the next billing period.
 - (d) If the customer's contract Non-Curtailable Demand exceeds 75% of the customer's average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection of twelve (12) months), the contract Non-Curtailable Demand shall be set equal to 75% of the customer's average monthly billing demand effective with the current billing period. A re-establishment of the customer's contract Non-Curtailable Demand under this condition shall supersede any other establishment.
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of his power requirements to no more than his contract Non-Curtailable Demand upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
4. A customer will be deemed to have complied with his curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment does not exceed his contract Non-Curtailable Demand.
5. If the maximum 30-minute kW demand established during a requested curtailment in the billing period exceeds the customer's contract Non-Curtailable Demand, the customer will be billed the following additional charge for all billing periods from the most recent prior billing period of requested curtailment through the current billing period, not to exceed a total of twelve (12) billing periods:
 - 1.25 times the difference in Demand and Energy Charges which would result under Rate Schedule GSD-1 and those Demand and Energy Charges calculated under this rate schedule plus the difference between ECCR, CCR and ECRC of this rate schedule and GSD-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.

(Continued on Page No. 4)

**RATE SCHEDULE CS-2
CURTAILABLE GENERAL SERVICE**
(Continued from Page No. 3)

Special Provisions: (Continued)

6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases.
7. If the customer increases his power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.08% times the installed cost of such additional equipment.
9. Customers taking service under this curtailable rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
10. Service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster.
11. Any customer who established a billing demand of less than 500 kW in any of the 12 billing periods preceding May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 9 of this rate.



**RATE SCHEDULE CS-3
 CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes where the billing demand is 2,000 kW or more (based on most recent twelve (12) months or, where not available, projected billing demand for twelve (12) months), and where the customer agrees to curtail its demand by a fixed contractual amount of not less than 2,000 kW upon request of the Company in accordance with the provisions of this rate schedule.

Character of Service:

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

Limitation of Service:

Standby or resale service is not permitted hereunder. Service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. Service under this rate schedule is not subject to curtailment for economic reasons.

Service under this rate is subject to the "General Rules and Regulations Governing Electric Service" contained in Section IV of the Company's currently effective and filed retail tariff.

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 87.44
Primary Metering Voltage:	\$ 242.77
Transmission Metering Voltage:	\$ 906.04

Demand Charge:

\$ 10.81 per kW of Billing Demand

Plus the Cost Recovery Factors on a \$/ kW basis
 in Rate Schedule BA-1, *Billing Adjustments*: See Sheet No. 6.105 and 6.106

Curtable Demand Credit:

\$ 7.72 per kW of Fixed Curtable Demand

Plus an additional event incentive of 25¢ times the difference in kWh usage during the 30 minutes preceding the curtailment event and the average 30 minute actual kWh usage during the curtailment event.

Energy Charge:

Non-Fuel Energy Charge: 1.973¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis
 in Rate Schedule BA-1, *Billing Adjustments*,
 except for the Fuel Cost Recovery Factor and
 Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where the customer receives Premium Distribution Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer, including, all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.45 per kW for the cost of reserving capacity in the alternate distribution circuit.

Determination of Billing Demand:

The billing demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 2,000 kW.

Delivery Voltage Credit:

When a customer takes service under this rate schedule at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$1.28 per kW of Billing Demand
For Transmission Delivery Voltage:	\$5.17 per kW of Billing Demand
For Transmission Delivery Voltage at or above 230 kV:	\$7.04 per kW of Billing Demand

(Continued on Page No. 3)



**RATE SCHEDULE CS-3
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
(Continued from Page No. 1)**

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor Adjustment:

If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing the resulting power factor actually established at the time of maximum demand during the current month.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be for a minimum initial term of two (2) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

Special Provisions:

1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
2. As a condition for service under this rate schedule, a customer is required to enter into a contract with the Company on the Company's filed standard contract Form No. 2. An initial Fixed Curtailable Demand of at least 2,000 kW shall be specified in the contract, which may be re-established under the following conditions:
 - (a) If a change in the customer's power requirements occurs, the Company and the customer may establish a new Fixed Curtailable Demand.
 - (b) If the customer fails to reduce load by the Fixed Curtailable Demand for the duration of any period of requested curtailment, the lowest measured load reduction achieved during such period shall become the Fixed Curtailable Demand effective with the next billing period following the period of requested curtailment. In addition, Special Provision No. 5 is applicable.
 - (c) If the customer establishes a demand reduction larger than the Fixed Curtailable Demand for the duration of each period of requested curtailment occurring within a billing period, upon request by the customer, the lowest of the demand reductions achieved during each such period shall become the Fixed Curtailable Demand effective with the next billing period.
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of its load by at least the Fixed Curtailable Demand upon each curtailment request from the Company. Such requests will be made during those periods specified under Limitation of Service above. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of such limitations.

(Continued on Page No. 3)

**RATE SCHEDULE CS-3
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND**
(Continued from Page No. 2)

Special Provisions: (Continued)

4. A customer will be deemed to have complied with its curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment is lower than what the customer's maximum 30-minute kW demand would otherwise have been during the period of requested curtailment by at least the Fixed Curtailable Demand defined in Special Provision No. 2. This will be determined by the Company using the customer's load data of similar day, time and weather conditions where a curtailment was not requested.
5. If a customer has not complied with its curtailment responsibility during a period of requested curtailment, the customer will be billed the following additional charge for all billing periods following the previous period of requested curtailment through the billing period in which such non-compliance occurred, not to exceed a total of twelve (12) billing periods:

125% of the difference in Demand and Energy Charges which would have resulted under Rate Schedule GSD-1 and those Demand and Energy Charges calculated under this rate schedule, plus the difference between ECCR, CCR and ECRC of this rate schedule and GSD-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.
6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases.
7. If the customer increases its power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.08% times the installed cost of such additional equipment.
9. Customers taking non-firm service under this rate schedule who desire to transfer to a rate schedule providing firm service will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the notice.
10. Service under this rate is not available if all or a part of the customer's load serves a facility designated by an appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster



SECTION NO. VI
FORTIETH REVISED SHEET NO. 6.240
CANCELS THIRTY-NINTH REVISED SHEET NO. 6.240

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



SECTION NO. VI
THIRTY-FIRST REVISED SHEET NO. 6.241
CANCELS THIRTIETH REVISED SHEET NO. 6.241

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



SECTION NO. VI
TWELFTH REVISED SHEET NO. 6.242
CANCELS ELEVENTH REVISED SHEET NO. 6.242

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



SECTION NO. VI
THIRTEENTH REVISED SHEET NO. 6.243
CANCELS TWELFTH REVISED SHEET NO. 6.243

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



SECTION NO. VI
NINTH REVISED SHEET NO. 6.244
CANCELS EIGHTH REVISED SHEET NO. 6.244

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



**RATE SCHEDULE CST-2
 CURTAILABLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of customers otherwise eligible for service under Rate Schedule CS-2, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

Character of Service:

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

Limitation of Service:

Standby or resale service is not permitted hereunder. Curtailable service under this rate schedule is not subject to curtailment during any time period for economic reasons. Curtailable service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 87.44
Primary Metering Voltage:	\$ 242.77
Transmission Metering Voltage:	\$ 906.04

Demand Charges:

Base Demand Charge:	\$ 1.55 per kW of Base Demand
Mid-Peak Demand Charge:	\$ 4.54 per kW of Mid-Peak Demand
On-Peak Demand Charge:	\$ 1.26 per kW of On-Peak Demand

Plus the Cost Recovery Factors on a \$/kW basis in Rate Schedule BA-1, *Billing Adjustments*, using Monthly Max Demand: See Sheet No. 6.105 and 6.106

Curtailable Demand Credit: \$ 7.72 per kW of Contracted On-Peak Demand Capability

Plus an additional event incentive of 25¢ times the difference in kWh usage during the 30 minutes preceding the curtailment event and the average 30 minute actual kWh usage during the curtailment event.

Energy Charge:

Non-Fuel Energy Charge:	1.848¢ per On-Peak kWh
	1.607¢ per Off-Peak kWh
	1.011¢ per Super-Off-Peak kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during On-Peak Periods. The Super-Off-Peak rate shall apply to energy used during the designated Super-Off-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.45 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)



**RATE SCHEDULE CST-2
 CURTAILABLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**
 (Continued from Page No. 1)

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of December through February,
Monday through Friday *: 5:00 a.m. to 10:00 a.m.
- (2) For all calendar months,
Monday through Friday*: 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) **Super-Off-Peak Periods** - The designated Super-Off-Peak Periods expressed in terms of prevailing clock time shall be as follows:

For the calendar months of March through November,
Every day, including weekends and holidays 12:00 a.m. (midnight) to 6:00 a.m.

(c) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak and Super-Off-Peak Periods set forth in (a) and (b) above.

Determination of Billing Demands:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current and the eleven previous billing periods, but not less than 500 kW.
- (b) The Mid-Peak Demand shall be the maximum 30-minute kW demand established during the designated On-Peak or Off-Peak Periods during the current billing period.
- (c) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.
- (d) The Monthly Max Demand shall be the maximum 30-minute kW demand established during the current billing period.

Determination of Contracted On-Peak Demand Capability:

The Contracted On-Peak Demand Capability shall be the lesser of the Contracted Curtailable Demand and the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Base Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$1.28 per kW of Monthly Max Demand
For Transmission Delivery Voltage below 230 kV:	\$5.17 per kW of Monthly Max Demand
For Transmission Delivery Voltage at or above 230 kV:	\$7.04 per kW of Monthly Max Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charges, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing by the resulting power factor actually established at the time of maximum demand during the current month.

(Continued on Page No. 3)



**RATE SCHEDULE CST-2
CURTAILABLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE**
(Continued from Page No. 2)

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

For customers electing to take service hereunder in lieu of the otherwise applicable Rate Schedule CS-2, the term of service requirements under this optional rate schedule shall be the same as that required under Rate Schedule CS-2 provided, however, at a given location the customer shall have the right during the initial term of service to transfer to the otherwise applicable Rate Schedule CS-2 at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.

Special Provisions:

1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
2. Under the provisions of this rate, the Company will require a contract with the customer upon the Company's filed standard contract Form No. 2. An initial Non-Curtailable Demand shall be specified in the contract and shall be based on specifications for power requirements supplied to the Company. (Note: the initial contract Non-Curtailable Demand cannot be set any greater than 75% of the customer's average monthly billing demand in accordance with the Applicable Clause of Rate Schedule CS-2). Contracted Curtailable Demand shall be the difference between the customer's average monthly billing demand and the Non-Curtailable Demand. The contract Non-Curtailable Demand shall be re-established under the following conditions:
 - (a) If a change in the customer's power requirements occurs, the Company and the customer shall establish a new contract Non-Curtailable Demand.
 - (b) If the customer establishes a demand higher than the contract Non-Curtailable demand during any period of requested curtailment in the billing period, such higher demand shall become the contract Non-Curtailable Demand effective with the next billing period. In addition, Special Provision No. 5 is applicable.
 - (c) If the customer establishes a demand lower than the contract Non-Curtailable Demand during all periods of requested curtailment in the billing period, such lower demand upon request by the customer shall become the contract Non-Curtailable Demand effective with the next billing period.

(Continued on Page No. 4)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022

**RATE SCHEDULE CST-2
CURTAILABLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE
(Continued from Page No. 3)**

Special Provisions: (Continued)

- (d) If the customer's contract Non-Curtailable Demand exceeds 75% of the customer's average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection of twelve (12) months), the contract Non-Curtailable Demand shall be set equal to 75% of the customer's average monthly billing demand effective with the current billing period. A re-establishment of the customer's contract Non-Curtailable Demand under this condition shall supersede any other establishment.
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of his power requirements to no more than his contract Non-Curtailable Demand upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
 4. A customer will be deemed to have complied with his curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment does not exceed his contract Non-Curtailable Demand.
 5. If the maximum 30-minute kW demand established during a requested curtailment in the billing period exceeds the customer's contract Non-Curtailable Demand, the customer will be billed the following additional charge for all billing periods from the most recent prior billing period of requested curtailment through the current billing period, not to exceed a total of twelve (12) billing periods:
 - 1.25 times the difference in Demand and Energy Charges which would result under Rate Schedule GSDT-1 and those Demand and Energy Charges calculated under this rate schedule plus the difference between ECCR, CCR and ECRC of this rate schedule and GSDT-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.
 6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. If the customer increases their power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
 8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install, and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.08% times the installed cost of such additional equipment.
 9. Customers taking service under this curtailable rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
 10. Service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use at a public shelter during periods of emergency or natural disaster.
 11. Any customer who established a Base billing demand of less than 500 kW in any of the 12 billing periods proceeding May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 9 of this rate.



**RATE SCHEDULE CST-3
 CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
 OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer otherwise eligible for service under Rate Schedule CS-3, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

Character of Service:

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

Limitation of Service:

Standby or resale service is not permitted hereunder. Service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments, or b) supply emergency interchange service to another utility for its firm load obligations only. Service under this rate schedule is not subject to curtailment for economic reasons.

Service under this rate is subject to the "General Rules and Regulations Governing Electric Service" contained in Section IV of the Company's currently effective and filed retail tariff.

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 87.44
Primary Metering Voltage:	\$ 242.77
Transmission Metering Voltage:	\$ 906.04

Demand Charges:

Base Demand Charge:	\$ 1.55 per kW of Base Demand
Mid-Peak Demand Charge:	\$ 4.54 per kW of Mid-Peak Demand
On-Peak Demand Charge:	\$ 1.26 per kW of On-Peak Demand

Plus the Cost Recovery Factors on a \$/kW basis in Rate Schedule BA-1, *Billing Adjustments*, using Monthly Max Demand: See Sheet No. 6.105 and 6.106

Curtable Demand Credit: \$ 7.72 per kW of Fixed Curtable Demand

Plus an additional event incentive of 25¢ times the difference in kWh usage during the 30 minutes preceding the curtailment event and the average 30 minute actual kWh usage during the curtailment event.

Energy Charge:

Non-Fuel Energy Charge:	1.848¢ per On-Peak kWh
	1.607¢ per Off-Peak kWh
	1.011¢ per Super-Off-Peak kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during On-Peak Periods. The Super-Off-Peak rate shall apply to energy used during the designated Super-Off-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where the customer receives Premium Distribution Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including, all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.45 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)



**RATE SCHEDULE CST-3
 CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
 OPTIONAL TIME OF USE RATE**
 (Continued from Page No. 1)

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of December through February,
 Monday through Friday *: 5:00 a.m. to 10:00 a.m.
- (2) For all calendar months,
 Monday through Friday*: 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) **Super-Off-Peak Periods** - The designated Super-Off-Peak Periods expressed in terms of prevailing clock time shall be as follows:

For the calendar months of March through November,
 Every day, including weekends and holidays 12:00 a.m. (midnight) to 6:00 a.m.

(c) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak and Super-Off-Peak Periods set forth in (a) and (b) above.

Determination of Billing Demand:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established over the current and the eleven previous billing periods, but not less than 2,000 kW.
- (b) The Mid-Peak Demand shall be the maximum 30-minute kW demand established during the designated On-Peak or Off-Peak Periods during the current billing period.
- (c) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.
- (d) The Monthly Max Demand shall be the maximum 30-minute kW demand established during the current billing period.

Delivery Voltage Credit:

When a customer takes service under this rate schedule at a delivery voltage above standard distribution secondary voltage, the Base Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$ 28 per kW of Monthly Max Demand
For Transmission Delivery Voltage below 230 kV:	\$ 5.17 per kW of Monthly Max Demand
For Transmission Delivery Voltage at or above 230 kV:	\$ 7.04 per kW of Monthly Max Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Curtailable Demand Credit, and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor Adjustment:

If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing by the resulting power factor actually established at the time of maximum demand during the current month.

(Continued on Page No. 3)



**^RATE SCHEDULE CST-3
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
OPTIONAL TIME OF USE RATE**
(Continued from Page No. 2)

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be for a minimum initial term of two (2) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

Special Provisions:

- As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
- As a condition for service under this rate schedule, a customer is required to enter into a contract with the Company on the Company's filed standard contract Form No. 2. An initial Fixed Curtailable Demand of at least 2,000 kW shall be specified in the contract, which may be re-established under the following conditions:
 - If a change in the customer's power requirements occurs, the Company and the customer may establish a new Fixed Curtailable Demand of at least 2,000 kW.
 - If the customer fails to reduce load by the Fixed Curtailable Demand for the duration of any period of requested curtailment, the lowest measured load reduction achieved during such period, but not less than 2,000 kW, shall become the Fixed Curtailable Demand effective with the next billing period following the period of requested curtailment. In addition, Special Provision No. 5 is applicable.
 - If the customer establishes a demand reduction larger than the Fixed Curtailable Demand for the duration of each period of requested curtailment occurring within a billing period, upon request by the customer, the lowest of the demand reductions achieved during each such period shall become the Fixed Curtailable Demand effective with the next billing period.
- As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of its load by at least the Fixed Curtailable Demand upon each curtailment request from the Company. Such requests will be made during those periods specified under Limitation of Service above. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of such limitations.
- A customer will be deemed to have complied with its curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment is lower than what the customer's maximum 30-minute kW demand would otherwise have been during the period of requested curtailment by at least the Fixed Curtailable Demand defined in Special Provision No. 2. This will be determined by the Company using customer's load data of similar day, time and weather conditions where a curtailment was not requested.
- If a customer has not complied with its curtailment responsibility during a period of requested curtailment, the customer will be billed the following additional charge for all billing periods following the previous period of requested curtailment through the billing period in which such non-compliance occurred, not to exceed a total of twelve (12) billing periods:

125% of the difference in Demand and Energy Charges which would have resulted under Rate Schedule GSDT-1 and those Demand and Energy Charges calculated under this rate schedule, plus the difference between ECCR, CCR and ECRC of this rate schedule and GSDT-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.

(Continued on Page No. 4)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



**RATE SCHEDULE CST-3
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
OPTIONAL TIME OF USE RATE**
(Continued from Page No. 3)

Special Provisions: (Continued)

6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases.
7. If the customer increases its power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.08% times the installed cost of such additional equipment.
9. Customers taking non-firm service under this rate schedule who desire to transfer to a rate schedule providing firm service will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the notice.
10. Service under this rate is not available if all or a part of the customer's load serves a facility designated by an appropriate governmental agency for use at a public shelter during periods of emergency or natural disaster.



SECTION NO. VI
FORTY-FIRST REVISED SHEET NO. 6.250
CANCELS FORTIETH REVISED SHEET NO. 6.250

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



SECTION NO. VI
TWENTY-EIGHTH REVISED SHEET NO. 6.251
CANCELS TWENTY-SEVENTH REVISED SHEET NO. 6.251

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



SECTION NO. VI
SIXTH REVISED SHEET NO. 6.252
CANCELS FIFTH REVISED SHEET NO. 6.252

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



**RATE SCHEDULE IS-2
 INTERRUPTIBLE GENERAL SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicability:

Applicable to customers, other than residential, for light and power purposes where the billing demand is 500 kW or more, and where service may be interrupted by the Company. For customer accounts established under this rate schedule after June 3, 2003, service is limited 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. Examples of premises at which service under this rate schedule may not be provided, unless adequate on-site backup generation is available, include, but are not limited to: retail businesses, offices, and governmental facilities open to members of the general public, stores, hotels, motels, convention centers, theme parks, schools, hospitals and health care facilities, designated public shelters, detention and correctional facilities, police and fire stations, and other similar facilities.

Character of Service:

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

Limitation of Service:

Standby or resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency Interchange service to another utility for its firm load obligations only.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 321.05
Primary Metering Voltage:	\$ 476.39
Transmission Metering Voltage:	\$ 1,139.69
Demand Charge:	\$ 8.95 per kW of Base Demand

Plus the Cost Recovery Factors on a \$/ kW basis
 in Rate Schedule BA-1, *Billing Adjustments*: See Sheet No. 6.105 and 6.106

Interruptible Demand Credit: \$ 7.72 per kW of On-Peak Demand

Energy Charge:

Non-Fuel Energy Charge:	1.298¢ per kWh
Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, <i>Billing Adjustments</i> , except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:	See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 5 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.45 per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of December through February,
 Monday through Friday*: 5:00 a.m. to 10:00 a.m.
- (2) For all calendar months,
 Monday through Friday*: 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



**RATE SCHEDULE IS-2
 INTERRUPTIBLE GENERAL SERVICE**
 (Continued from Page No. 1)

Determination of Billing Demands:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 500 kW.
- (b) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$1.28 per kW of Base Demand
For Transmission Delivery Voltage below 230 kV:	\$5.17 per kW of Base Demand
For Transmission Delivery Voltage at or above 230 kV:	\$7.04 per kW of Base Demand

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Interruptible Demand Credit, and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing by the resulting power factor actually established at the time of maximum demand during the current month.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be for a minimum initial term of five (5) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

Special Provisions:

1. When the customer increases the electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
2. Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required equipment (metering, under-frequency relay, etc.) will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation. Before commencement of service under this rate, the Company shall exercise an interruption for purposes of testing its equipment. The Company shall also have the right to exercise at least one additional interruption each calendar year irrespective of capacity availability or operating conditions. The Company will give the customer notice of the test.

(Continued on Page No. 3)

**RATE SCHEDULE IS-2
INTERRUPTIBLE GENERAL SERVICE**
(Continued from Page No. 2)

Special Provisions: (Continued)

3. The Company may, under the provisions of this rate, at its option, require a special contract with the customer upon the Company's filed contract form.
4. The Company will attempt to minimize interruption hereunder by purchasing power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases.
5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.08% per month of the installed cost of such additional equipment.
6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
7. Service under this rate is not available if all of a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster
8. Any customer who established a billing demand of less than 500 kW in any of the 12 billing periods proceeding May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 6 of this rate.



SECTION NO. VI
FORTY-FIRST REVISED SHEET NO. 6.260
CANCELS FORTIETH REVISED SHEET NO. 6.260

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

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SECTION NO. VI
THIRTY-SECOND REVISED SHEET NO. 6.261
CANCELS THIRTY-FIRST REVISED SHEET NO. 6.261

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ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

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SECTION NO. VI
TWELFTH REVISED SHEET NO. 6.262
CANCELS ELEVENTH REVISED SHEET NO. 6.262

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



**RATE SCHEDULE IST-2
 INTERRUPTIBLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicability:

At the option of the customer, applicable to customers otherwise eligible for service under Rate Schedule IS-2, where the billing demand is 500 kW or more, provided that the total electric requirements at each point of delivery are measured through one meter. For customer accounts established under this rate schedule after June 3, 2003, service is limited 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. Examples of premises at which service under this rate schedule may not be provided, unless adequate on-site backup generation is available, include, but are not limited to: retail businesses, offices, and governmental facilities open to members of the general public, stores, hotels, motels, convention centers, theme parks, schools, hospitals and health care facilities, designated public shelters, detention and correctional facilities, police and fire stations, and other similar facilities.

Character of Service:

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

Limitation of Service:

Standby or resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments, or b) supply emergency interchange service to another utility for its firm load obligations only.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 321.05
Primary Metering Voltage:	\$ 476.39
Transmission Metering Voltage:	\$ 1,139.69

Demand Charge:

Base Demand Charge:	\$ 1.55 per kW of Base Demand
Mid-Peak Demand Charge:	\$ 4.54 per kW of Mid-Peak Demand
On-Peak Demand Charge:	\$ 1.26 per kW of On-Peak Demand

Plus the Cost Recovery Factors on a \$/kW basis in Rate Schedule BA-1, *Billing Adjustments*, using Monthly Max Demand: See Sheet No. 6.105 and 6.106

Interruptible Demand Credit: \$ 7.72 per kW of On-Peak Demand

Energy Charge:

Non-Fuel Energy Charge:	1.848¢ per On-Peak kWh
	1.607¢ per Off-Peak kWh
	1.011¢ per Super-Off-Peak kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy used during designated On-Peak Periods. The Super-Off-Peak rate shall apply to energy used during the designated Super-Off-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 5 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit. In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.37 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)



**RATE SCHEDULE IST-2
 INTERRUPTIBLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**
 (Continued from Page No. 1)

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of December through February,
 Monday through Friday*: 5:00 a.m. to 10:00 a.m.
- (2) For all calendar months,
 Monday through Friday*: 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) **Super-Off-Peak Periods** - The designated Super-Off-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- For the calendar months of March through November,
 Every day, including weekends and holidays 12:00 a.m. (midnight) to 6:00 a.m.

(c) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak and Super-Off-Peak Periods set forth in (a) and (b) above.

Determination of Billing Demands:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established over the current and the eleven previous billing periods, but not less than 500 kW.
- (b) The Mid-Peak Demand shall be the maximum 30-minute kW demand established during the designated On-Peak or Off-Peak Periods during the current billing period.
- (c) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.
- (d) The Monthly Max Demand shall be the maximum 30-minute kW demand established during the current billing period.

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Base Demand charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$1.28 per kW of Monthly Max Demand
For Transmission Delivery Voltage below 230 kV:	\$5.17 per kW of Monthly Max Demand
For Transmission Delivery Voltage at or above 230 kV:	\$7.04 per kW of Monthly Max Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charges, Interruptible Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing by the resulting power factor actually established at the time of maximum demand during the current month.

(Continued on Page No. 3)

**RATE SCHEDULE IST-2
INTERRUPTIBLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE**
(Continued from Page No. 2)

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

For customers electing to take service hereunder in lieu of the otherwise applicable Rate Schedule IS-2, the term of service requirements under this optional rate schedule shall be the same as that required under Rate Schedule IS-2 provided, however, at a given location the customer shall have the right during the initial term of service to transfer to the otherwise applicable Rate Schedule IS-2 at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.

Special Provisions:

1. When the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
2. Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required equipment (metering, under frequency relay, etc.) will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation. Before commencement of service under this rate, the Company shall exercise an interruption for purposes of testing its equipment. The Company shall also have the right to exercise at least one additional interruption each calendar year irrespective of capacity available or operating conditions. The Company will give the customer notice of the test.
3. The Company may, under the provisions of this rate, at its option, require a special contract with the customer upon the Company's filed contract form.
4. The Company will attempt to minimize interruption hereunder by purchasing power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases.
5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.08% per month of the installed cost of such additional equipment.
6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
7. Service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster.
8. Any customer who established a billing demand of less than 500 kW in any of the 12 billing periods proceeding May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 6 of this rate.



**RATE SCHEDULE LS-1
 LIGHTING SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer for the sole purpose of lighting roadways or other outdoor land use areas; served from either Company or customer owned fixtures of the type available under this rate schedule. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party.

Character of Service:

Continuous dusk to dawn automatically controlled lighting service (i.e. photoelectric cell); alternating current, 60 cycle, single phase, at the Company's standard voltage available.

Limitation of Service:

Availability of certain fixture or pole types at a location may be restricted due to accessibility.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

Rate Per Month:

Customer Charge:

Unmetered: \$ 1.63 per line of billing
 Metered: \$ 4.69 per line of billing

Energy and Demand Charge:

Non-Fuel Energy Charge: 2.837¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

Per Unit Charges:

I. Fixtures:

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
Incandescent: ¹							
110	Roadway	1,000	105	32	\$1.02	\$4.70	\$0.91
115	Roadway	2,500	205	66	1.60	4.32	1.87
170	Post Top	2,500	205	72	20.01	4.32	2.04
Mercury Vapor: ¹							
205	Open Bottom	4,000	100	44	\$2.38	\$1.80	\$1.25
210	Roadway	4,000	100	44	3.06	1.80	1.25
215	Post Top	4,000	100	44	3.60	1.80	1.25
220	Roadway	8,000	175	71	3.10	1.77	2.01
225	Open Bottom	8,000	175	71	2.45	1.77	2.01
235	Roadway	21,000	400	158	3.75	1.79	4.48
240	Roadway	62,000	1,000	386	5.49	2.07	10.95
245	Flood	21,000	400	158	4.92	1.79	4.48
250	Flood	62,000	1,000	386	5.77	2.07	10.95

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



**RATE SCHEDULE LS-1
 LIGHTING SERVICE**
 (Continued from Page No. 1)

I. Fixtures: (Continued)

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
Sodium Vapor: ¹							
300	HPS Deco Rdwy White	50,000	400	168	\$10.50	\$1.87	\$4.77
301	Sandpiper HPS Deco Roadway	27,500	250	104	13.61	1.85	2.95
302	Sandpiper HPS Deco Rdwy Blk	9,500	100	42	13.16	1.84	1.19
305	Open Bottom	4,000	50	21	2.49	1.86	0.60
306	100W HS Deco Rdwy Blk	9,500	100	42	10.19	1.84	1.19
310	Roadway	4,000	50	21	3.06	1.86	0.60
313	Open Bottom	6,500	70	29	4.11	1.84	0.82
314	Hometown II	9,500	100	42	3.83	1.84	1.39
315	Post Top - Colonial/Contemp	4,000	50	21	4.95	1.86	0.60
316	Colonial Post Top	4,000	50	34	3.97	1.86	0.96
318	Post Top	9,500	100	42	2.45	1.84	1.19
320	Roadway-Overhead Only	9,500	100	42	4.04	1.84	1.19
321	Deco Post Top - Monticello	9,500	100	49	12.59	1.84	1.39
322	Deco Post Top - Flagler	9,500	100	49	15.53	1.84	1.39
323	Roadway-Turtle OH Only	9,500	100	42	4.84	1.84	1.19
325	Roadway-Overhead Only	16,000	150	65	4.57	1.85	1.84
326	Deco Post Top – Sanibel	9,500	100	49	18.69	1.84	1.39
330	Roadway-Overhead Only	22,000	200	87	3.40	1.85	2.47
335	Roadway-Overhead Only	27,500	250	104	5.68	1.85	2.95
336	Roadway-Bridge	27,500	250	104	6.28	1.85	2.95
337	Roadway-DOT	27,500	250	104	5.47	1.85	2.95
338	Deco Roadway–Maitland	27,500	250	104	9.65	1.85	2.95
340	Roadway-Overhead Only	50,000	400	169	5.79	1.87	4.79
341	HPS Flood-City of Sebring only	16,000	150	65	3.78	1.85	3.06
342	Roadway-Turnpike	50,000	400	168	8.33	1.87	4.77
343	Roadway-Turnpike	27,500	250	108	8.50	1.85	3.06
345	Flood-Overhead Only	27,500	250	103	5.18	1.85	2.92
347	Clermont	9,500	100	49	20.49	1.84	1.39
348	Clermont	27,500	250	104	21.51	1.85	2.95
350	Flood-Overhead Only	50,000	400	170	5.36	1.87	4.82
351	Underground Roadway	9,500	100	42	5.68	1.84	1.19
352	Underground Roadway	16,000	150	65	6.21	1.85	1.84
353	Underground Roadway	22,000	200	87	6.21	1.85	2.47
354	Underground Roadway	27,500	250	108	7.33	1.85	3.06
356	Underground Roadway	50,000	400	168	7.44	1.87	4.77
357	Underground Flood	27,500	250	108	8.83	1.85	3.06
358	Underground Flood	50,000	400	168	9.01	1.87	4.77
359	Underground Turtle Roadway	9,500	100	42	6.59	1.84	1.19
360	Deco Roadway Rectangular	9,500	100	47	11.93	1.84	1.33
365	Deco Roadway Rectangular	27,500	250	108	11.39	1.85	3.06
366	Deco Roadway Rectangular	50,000	400	168	11.39	1.87	4.77
370	Deco Roadway Round	27,500	250	108	16.48	1.85	3.06
375	Deco Roadway Round	50,000	400	168	16.48	1.87	4.77
380	Deco Post Top – Ocala	9,500	100	49	10.42	1.84	1.39
381	Deco Post Top	9,500	100	49	3.77	1.84	1.39
383	Deco Post Top-Biscayne	9,500	100	49	13.21	1.84	1.39
385	Deco Post Top – Sebring	9,500	100	49	6.67	1.84	1.39
393	Deco Post Top	4,000	50	21	8.13	1.86	0.60
394	Deco Post Top	9,500	100	49	16.92	1.84	1.39

(Continued on Page No. 3)



**RATE SCHEDULE LS-1
 LIGHTING SERVICE**
 (Continued from Page No. 2)

I. Fixtures: (Continued)

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
Metal Halide: ¹							
307	Deco Post Top-MH Sanibel P	11,600	150	65	\$15.20	\$3.14	\$1.84
308	Clermont Tear Drop P	11,600	150	65	18.20	3.14	1.84
309	MH Deco Rectangular P	36,000	320	126	11.48	2.82	3.57
311	MH Deco Cube P	36,000	320	126	14.34	2.82	3.57
312	MH Flood P	36,000	320	126	9.00	2.82	3.57
319	MH Post Top Biscayne P	11,600	150	65	13.61	3.14	1.84
327	Deco Post Top-MH Sanibel	12,000	175	74	19.23	3.14	2.10
349	Clermont Tear Drop	12,000	175	74	22.02	3.14	2.10
371	MH Deco Rectangular	38,000	400	159	15.46	2.82	4.51
372	MH Deco Circular	38,000	400	159	17.40	2.82	4.51
373	MH Deco Rectangular ⁵	110,000	1,000	378	15.42	3.20	10.72
386	MH Flood ⁵	110,000	1,000	378	12.96	3.20	10.72
389	MH Flood-Sportslighter ⁵	110,000	1,000	378	12.97	3.20	10.72
390	MH Deco Cube	38,000	400	159	17.27	2.82	4.51
396	Deco PT MH Sanibel Dual ⁵	24,000	350	148	34.90	2.82	4.20
397	MH Post Top-Biscayne	12,000	175	74	14.74	3.14	2.10
398	MH Deco Cube ⁵	110,000	1,000	378	20.14	3.20	10.72
399	MH Flood	38,000	400	159	11.32	2.82	4.51
Light Emitting Diode (LED):							
104	Sanibel Black Type III 4000K	6,226	50	17	\$17.55	\$1.39	\$0.48
106	Underground Sanibel	8,122	70	25	17.55	1.39	0.71
107	Underground Traditional Open	5,621	49	17	8.10	1.39	0.48
108	Underground Traditional w/Lens	4,761	49	17	8.30	1.39	0.48
109	Underground Acorn	6,205	70	25	17.42	1.39	0.71
111	Underground Mini Bell	2,889	50	18	14.93	1.39	0.51
116	V Ventus ¹	14,403	146	50	18.98	1.39	1.42
117	FWT Ventus ¹	13,508	146	50	18.98	1.39	1.42
118	Ventus III ¹	20,333	219	80	24.09	1.39	2.27
119	Shoebox Black III ¹	20,333	219	80	24.09	1.39	2.27
120	K118 3K V Multiv UF	4,861	50	18	13.54	1.39	0.51
121	Shoebox Bronze III	25,114	213	75	15.42	1.39	2.13
122	Shoebox Bronze IV	24,390	213	75	15.42	1.39	2.13
123	Shoebox Bronze V	25,870	213	75	15.42	1.39	2.13
124	Shoebox Black III	25,114	213	75	15.42	1.39	2.13
126	Shoebox Black IV FWT	24,390	213	75	15.42	1.39	2.13
127	Shoebox Black V	25,870	213	75	15.42	1.39	2.13
130	Monticello 3000 Kelvin	4,430	50	17	17.49	1.39	0.48
131	UG Roadway ¹	4,600	67	23	7.54	1.39	0.65
132	UG Roadway ¹	9,200	130	46	8.42	1.39	1.31
133	ATBO Roadway	5,742	48	17	4.29	1.39	0.48
134	Underground ATBO Roadway	5,742	48	17	4.29	1.39	0.48
136	Roadway	12,748	108	38	5.85	1.39	1.08
137	Underground Roadway	12,748	108	38	5.85	1.39	1.08
138, 176	Roadway	26,799	216	76	8.68	1.39	2.16
139	Underground Roadway	26,799	216	76	8.68	1.39	2.16
141, 177	Roadway	31,599	284	99	8.77	1.39	2.81
142, 162	Underground Roadway	31,599	284	99	8.77	1.39	2.81
143	OH Black Roadway	26,799	216	76	8.61	1.39	2.16
144	UG Black Roadway	26,799	216	76	8.61	1.39	2.16
147, 174	Roadway	16,192	150	51	5.92	1.39	1.45
148	Underground Roadway	16,192	150	51	5.92	1.39	1.45
149	K118 3K V Multiv UF	4,946	50	17	13.54	1.39	0.48
151	ATBS Roadway	5,400	49	17	4.07	1.39	0.48
152	Area Refract OH ¹	5,100	49	17	4.21	1.39	0.48
153	Area UG ¹	5,400	49	17	4.07	1.39	0.48

(Continued on Page No. 4)



**RATE SCHEDULE LS-1
 LIGHTING SERVICE**
 (Continued from Page No. 3)

I. Fixtures: (Continued)

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
Light Emitting Diode (LED):							
Continued							
154	Area Refract UG ¹	5,100	49	17	4.21	1.39	0.48
156	Shoebox Bronze IV FWT	43,765	421	147	23.30	1.39	4.17
157	Shoebox Bronze V	48,514	421	147	23.30	1.39	4.17
158	Shoebox Black IV FWT	43,765	421	147	23.30	1.39	4.17
159	Shoebox Black V	48,514	421	147	23.30	1.39	4.17
160	Monticello Black TIII 3000K	4,646	50	17	17.49	1.39	0.48
161	Roadway Black UG	31,599	284	99	8.77	1.39	2.81
163	Shoebox Pedestrian Bronze	4,300	50	17	13.66	1.39	0.48
164	Shoebox Pedestrian Black	4,300	50	17	13.66	1.39	0.48
167	Underground Mitchell	5,834	50	19	18.24	1.39	0.54
168	Underground Mitchell w/Top Hat	5,442	50	19	18.24	1.39	0.54
169	Teardrop	15,375	150	52	23.60	1.39	1.48
171	Roadway Black UG Feed	5,742	48	17	4.45	1.39	0.48
172	Roadway Black UG Feed	12,748	108	38	5.85	1.39	1.08
173	Roadway Black UG Feed	16,192	150	51	5.92	1.39	1.45
178	Teardrop Black	6,034	50	19	19.03	1.39	0.54
179	Roadway White OH	26,799	216	76	8.68	1.39	2.16
180	Roadway White UG	26,799	216	76	8.68	1.39	2.16
181	Sanibel ¹	16,160	150	52	19.40	1.39	1.48
182	Biscayne	7,439	60	21	15.03	1.39	0.60
183	Clermont	14,251	150	52	23.64	1.39	1.48
184	ATBS Roadway, Overhead Feed	4,544	40	14	3.62	1.39	0.40
185	ATBS Roadway, Underground Feed	4,544	40	14	3.62	1.39	0.40
186	ATBS Roadway, Overhead Feed	7,981	70	24	4.35	1.39	0.68
187	ATBS Roadway, Underground Feed	7,981	70	24	4.35	1.39	0.68
191	Flood Overhead Feed	17,098	130	46	8.93	1.39	1.31
192	Flood Overhead Feed	34,291	260	91	14.47	1.39	2.58
193	Clermont	6,273	50	18	24.04	1.39	0.51
194	Flood Underground Feed	17,098	130	46	8.93	1.39	1.31
195	LED Flood Underground Feed	34,291	260	91	14.47	1.39	2.58
196	Amber Roadway Overhead	4,133	70	24	10.22	1.39	0.68
197	Amber Roadway Underground	4,133	70	24	10.22	1.39	0.68
198	Amber Roadway Overhead	5,325	110	38	12.45	1.39	1.08
199	Amber Roadway Underground	5,325	110	38	12.45	1.39	1.08
296	3K III Multiv F	15,381	150	51	5.92	1.39	1.45
297	3K III Multiv UG F	15,381	150	51	5.92	1.39	1.45
361	Roadway ¹	6,000	95	33	15.27	1.39	0.94
362	Roadway ¹	9,600	157	55	18.36	1.39	1.56
363	Shoebox Type 3 ¹	20,664	309	108	39.01	1.39	3.06
364	Shoebox Type 4 ¹	14,421	206	72	30.67	1.39	2.04
367	Shoebox Type 5 ¹	14,421	206	72	29.74	1.39	2.04
369	Underground Biscayne ¹	6,500	80	28	13.88	1.39	0.79

(Continued on Page No. 5)



**RATE SCHEDULE LS-1
 LIGHTING SERVICE**
 (Continued from Page No. 4)

II. POLES

BILLING TYPE	DESCRIPTION	CHARGE PER UNIT
404	35' Deco Concrete – Mariner	\$12.66
405	Concrete, 30/35'	8.11
406	16' Deco Conc – Single Sanibel	14.20
407	16' Decon Conc – Double Sanibel	12.31
408	26' Aluminum DOT Style Pole	17.35
409	36' Aluminum DOT Style Pole	25.40
410	Concrete, 15' ¹	7.32
411	16' Octagonal Conc ¹	10.46
412	32' Octagonal Deco Concrete	17.77
413	25' Tenon Top Concrete	7.77
415	Concrete, Curved ¹	2.14
418	35' Tenon Top Black Concrete	20.56
420	Wood, 30/35'	4.32
421	Promenade 25' Black Direct Buried	13.49
425	Wood, 14' Laminated ¹	1.07
428	Deco Fiberglass, 35', Bronze, Reinforced ¹	9.60
429	Deco Fiberglass, 41', Bronze, Reinforced ¹	20.25
430	Fiberglass, 14', Black ¹	5.21
431	Deco Fiberglass, 41', Bronze ¹	13.36
432	Deco Fiberglass, 35', Bronze, Anchor Base ¹	9.70
433	Deco Fiberglass, 35', Bronze ¹	8.64
434	Deco Fiberglass, 20', Black, Deco Base ¹	5.28
435	Aluminum, Type A ¹	2.95
436	Deco Fiberglass, 16', Black, Fluted ¹	8.74
437	Fiberglass, 16', Black, Fluted, Dual Mount ¹	15.53
438	Deco Fiberglass, 20', Black ¹	2.62
439	Black Fiberglass 16'	13.42
440	Aluminum, Type B ¹	15.38
441	15' Black Aluminum	3.99
445	Aluminum, Type C ¹	6.42
446	Deco Fiberglass, 30', Bronze ¹	7.57
447	Deco Fiberglass, 35', Silver, Anchor Base ¹	10.60
448	Deco Fiberglass, 41', Silver ¹	8.06
449	Deco Fiberglass, 16', Black, Fluted, Anchor Base ¹	10.04
450	Concrete, 1/2 Special	4.06
452	36ft Aluminum Breakaway Pole	13.41
453	46ft Aluminum Breakaway Pole	22.90
454	35ft OAL Promenade Receptacle Pole	20.56
455	Steel, Type A ¹	1.84
456	Promenade 29' Black Direct Buried	17.20
460	Steel, Type B ¹	1.97
461	16' Vic II Brnz	12.49
462	AL Direct Buried 30FT 12 FT BKT Breakaway	21.43
463	AL Direct Buried 30FT 10FT BKT Breakaway	20.86
464	35' Bronze Promenade Special St Joe	20.56
465	Steel, Type C ¹	2.76
466	16' Deco Con Vic II – Dual Mount	12.49
467	16' Deco Conc Washington – Dual	13.29
468	16' Deco Conc Colonial – Dual Mount	10.56
469	35' Tenon Top Quad Flood Mount	8.36
470	45' Tenon Top Quad Flood Mount	11.81
471	22' Deco Concrete	14.25
472	22' Deco Conc Single Sanibel	14.25
473	22' Deco Conc Double Sanibel	14.25
474	22' Deco Conc Double Mount	14.25
476	25' Tenon Top Bronze Concrete	14.85
477	30' Tenon Top Bronze Concrete	17.20
478	35' Tenon Top Bronze Concrete	18.99
479	41' Tenon Top Bronze Concrete	21.00
480	Wood, 40/45'	5.91
481	30' Tenon Top Concrete, Single Flood Mount	7.97
482	30' Tenon Top Conc, Double Flood Mount/Includes Bracket	7.97
483	46' Tenon Top Conc, Triple Flood Mount/Includes Bracket	11.81
484	46' Tenon Top Conc, Double Flood Mount/Includes Bracket	11.81
485	Concrete, 40/45'	12.90
486	Tenon Style Concrete 46' Single Flood Mount	11.81
487	35' Tenon Top Conc, Triple Flood Mount/Includes Bracket	8.22
488	35' Tenon Top Conc, Double Flood Mount/Includes Bracket	8.22
489	35' Tenon Top Concrete, Single Flood Mount	8.22

(Continued on Page No. 6)



RATE SCHEDULE LS-1
LIGHTING SERVICE
(Continued from Page No. 5)

II. POLES

BILLING TYPE	DESCRIPTION	CHARGE PER UNIT
490	Special Concrete 13' ¹	7.79
491	30' Tenon Top Conc, Triple Flood Mount/Includes Bracket	7.97
492	16' Smooth Decorative Concrete/The Colonial	10.56
493	19' White Aluminum ¹	22.87
494	46' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	11.81
495	Dual Mount 20' Fiberglass ¹	5.27
496	30' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	7.97
497	16' Decorative Concrete w/decorative base/The Washington	12.13
498	35' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	8.22
499	16' Decorative Concrete-Vic II	12.49
503	AL Direct Buried 40FT 10FT BKT Breakaway	22.50
504	Promenade Black 41ft	21.00

(Continued on Page No. 7)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



**RATE SCHEDULE LS-1
 LIGHTING SERVICE**
 (Continued from Page No. 6)

III. Additional Facilities

BILLING TYPE

Electrical Pole Receptacle ⁴

401	Single	\$3.00 per unit
402	Double	\$3.90 per unit

Notes to Per Unit Charges:

- (1) Restricted to existing installations.
- (2) Lumens output and wattage ratings may vary with lamp configuration and/or age
- (3) Shown for information only. Energy charges are billed by applying the foregoing energy and demand charges to the total monthly kWh.
- (4) Electric use permitted only during the period of October through January, only on poles designated by the Company. Energy charged separately. Customers must notify Company of installation of customer-owned receptacles prior to such installation.
- (5) Special applications only.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the sum of the Customer Charge and applicable Fixture, Maintenance and Pole Charges.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Terms of Service:

Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination. Upon early termination of service under this schedule, the customer shall pay an amount equal to the remaining monthly lease amount for the term of contract including Contribution in Aid of Construction ("CIAC") under Special Provision No.16, applicable Customer Charges and removal cost of the facilities.

Special Provisions:

1. The customer shall execute a contract on the Company's standard filed contract form for service under this rate schedule.
2. Where the Company provides a fixture or pole type other than those listed above, the monthly charges, as applicable shall be computed as follows:
 - I. Fixture
 - (a) Fixture Charge: 1.08% of the Company's average installed cost.
 - (b) Maintenance Charge: The Company's estimated cost of maintaining fixture.
 - II. Pole
 - Pole Charge: 1.08% of installed cost.
3. The customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the customer for damage.
4. Maintenance Service for customer-owned fixtures at charges stated hereunder shall be restricted to fixtures being maintained as of November 1, 1992.

(Continued on Page No. 8)

**RATE SCHEDULE LS-1
LIGHTING SERVICE**
(Continued from Page No. 7)**Special Provisions: (Continued)**

5. kWh consumption for Company-owned fixtures shall be estimated in lieu of installing meters. kWh estimates will be made using the following formula:

$$\text{kWh} = \frac{\text{Unit Wattage (including ballast losses)} \times 350 \text{ hours per month}}{1,000}$$

6. kWh consumption for customer-owned fixtures shall be metered. Installation of customer-owned lighting facilities shall be provided for by the customer. Any costs incurred by the Company to provide for consolidation of existing lighting facilities for the purpose of metering shall be at the customer's expense.
7. No Pole Charge shall be applicable for a fixture installed on a company-owned pole which is utilized for other general electrical distribution purposes.
8. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
9. For a fixture type and/or pole type restricted to existing installations and requiring major renovation or replacement, the fixture and/or pole shall be replaced by an available similar non-restricted fixture and/or pole and the customer shall commence being billed at its appropriate rate. Where the customer requests the continued use of the same fixture type and/or pole type for appearance reasons, the Company will attempt to provide such fixture and/or pole and the customer shall commence being billed at a rate determined in accordance with Special Provision No. 2 for the cost of the renovated or replaced fixture and/or pole.
10. The customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.
11. After December 31, 1998, all new leased lighting shall be installed on poles owned by the Company.
12. Alterations to leased lighting facilities requested by the customer after date of installation (i.e. redirect, install shields, etc.), will be billed to the customer in accordance with the Company's policy related to "Work Performed for the Public".
13. Service for street or area lighting is normally provided from existing distribution facilities. Where suitable distribution facilities do not exist, it will be the customer's responsibility to pay for necessary additional facilities. Refer to Section III, paragraph 3.01 of the Company's General Rules and Regulations Governing Electric Service to determine the CIAC owed by the customer.
14. Requests for exchanging facilities, upgrades, relocations, removals etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
15. For available LEDs, the customer may opt to make an initial, one-time Contribution in Aid of Construction payment of 50% of the installed cost of fixtures rated greater than 200 Watts and/or poles other than standard wood poles, to reduce the Company's installed cost. If a customer chooses this option, the monthly fixture and/or pole charge shall be computed as the reduced installed cost times the corresponding monthly percentage in 2.I.(a) and/or 2.II above.
16. As an alternative to making an initial one-time CIAC payment to extend distribution facilities to render lighting service, as referenced in Special Provision No. 13, the customer may elect to pay a monthly fee of 1.08% of the calculated CIAC amount.



**RATE SCHEDULE SS-1
 FIRM STANDBY SERVICE**
 (Continued from Page No. 2)

Determination of Specified Standby Capacity:

1. Initially, the customer and the Company shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Company. This shall be termed for billing purposes as the "Specified Standby Capacity".
2. Where a bona fide change in the customer's standby capacity requirement occurs, the Company and the customer shall establish a new Specified Standby Capacity.
3. The Specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 30-minute kW standby power requirement established in the current billing month, or (3) the maximum 30-minute kW standby power requirement established in any of the twenty-three (23) preceding billing months.

Rate Per Month:

1. Customer Charge:

Secondary Metering Voltage:	\$ 138.50
Primary Metering Voltage:	\$ 324.09
Transmission Metering Voltage:	\$ 1,116.62

Note: Where the Customer has paid the costs of metering equipment pursuant to a Cogeneration Agreement, the Customer Charge shall be \$111.67.

2. Supplemental Service Charges:

All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.

3. Standby Service Charges:

A. Distribution Capacity:

\$2.64 per kW times the Specified Standby Capacity.

Note: No charge is applicable to a customer who has provided all the facilities for interconnection to the Company's transmission system.

B. Generation & Transmission Capacity:

The charge shall be the greater of:

1. \$1.477 per kW times the Specified Standby Capacity or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-Peak Periods times \$0.703/kW times the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
March, April, May, October	0.80
June, September, November, December	1.00
January, February, July, August	1.20

Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, *Billing Adjustments*: See Sheet No. 6.105 and 6.106

C. Energy Charges

Non-Fuel Energy Charge: 1.308¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

(Continued on Page No. 4)



**RATE SCHEDULE SS-1
 FIRM STANDBY SERVICE**
 (Continued from Page No. 3)

Rate Per Month: (Continued)

3. Standby Service Charges: (Continued)

D. Delivery Voltage Credit:

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by \$1.28 per kW.

E. Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Distribution Capacity Charge, Generation & Transmission Capacity Charge, Non-Fuel Energy Charge, and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

F. Fuel Cost Recovery Factor:

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

- G. Asset Securitization Charge Factor:** See Sheet No. 6.105
- H. Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:** See Sheet No. 6.106
- I. Right-of-Way Utilization Fee:** See Sheet No. 6.106
- J. Municipal Tax:** See Sheet No. 6.106
- K. Sales Tax:** See Sheet No. 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 3 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.36 per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

1. On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- A. For the calendar months of December through February,
Monday through Friday*: 5:00 a.m. to 10:00 a.m.
- B. For all calendar months of April through October,
Monday through Friday*: 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

2. Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

(Continued on Page No. 5)

**RATE SCHEDULE SS-1
FIRM STANDBY SERVICE**
(Continued from Page No. 4)

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. Customers taking service under this rate schedule who desire to transfer to firm full requirements service will be required to give the Company written notice at least sixty (60) months prior to such transfer.
3. The Company will furnish service under this rate schedule at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.08% per month of the installed cost of such additional equipment.
4. The customer shall allow the Company to install time recording metering on the electrical output of all customer-owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.
5. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.
6. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.
7. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all Company-supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.
8. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.
9. For an amount of load reduction directly resulting from an outage of the customer's generation to be recognized in the determination of standby service requirements, the customer must satisfactorily demonstrate this capability initially and be subject to periodic verification upon request by the Company.
10. If the actual maximum 30-minute standby power supplied by the Company exceeds the prior billing month's Specified Standby Capacity, the customer shall be billed on the excess amount for previous billings rendered up to twelve (12) months under the rate schedule for (1) distribution capacity and (2) generation and transmission capacity, at a rate of 125% of the corresponding standby service charges.
11. When an outage of the customer's generating system is caused by an electrical isolation of the customer due to conditions originating on the Company's system, no standby capacity requirement shall be recognized for billing purposes for the standby power utilized during customer generation restart for a period not exceeding eight (8) hours from time of Company electrical restoration.



**RATE SCHEDULE SS-2
INTERRUPTIBLE STANDBY SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, having on-site generating equipment and requesting interruptible standby service. A customer requesting interruptible standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load and (3) is operated for other than emergency and test purposes.

Character of Service:

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

Limitation of Service:

Resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

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.

"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.

"Supplemental 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.

"Otherwise applicable rate schedule" refers to the rate schedule under which the customer would have received service if the customer had no self-generation.

Determination of Standby Service Requirements:

The customer may elect either of the following two options for determination of standby service requirements:

Option A:

1. The customer shall provide the Company within three (3) days of the end of the billing period the following information for each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation:
 - (a) Amount of load in kW ordinarily supplied by customer's generation.
 - (b) Amount of load reduction in kW, if any, as a direct result of customer's generation outage.

(Continued on Page No. 2)



**RATE SCHEDULE SS-2
 INTERRUPTIBLE STANDBY SERVICE**
 (Continued from Page No. 2)

Determination of Specified Standby Capacity:

1. Initially, the customer and the Company shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Company. This shall be termed for billing purposes as the "Specified Standby Capacity".
2. Where a bona fide change in the customer's standby capacity requirement occurs, the Company and the customer shall establish a new Specified Standby Capacity.
3. The Specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 30-minute kW standby power requirement established in the current billing month, or (3) the maximum 30-minute kW standby power requirement established in any of the twenty-three (23) preceding billing months.

Rate Per Month:

1. Customer Charge:

Secondary Metering Voltage:	\$ 349.56
Primary Metering Voltage:	\$ 504.89
Transmission Metering Voltage:	\$ 1,168.19

Note: Where the customer has paid the costs of metering equipment pursuant to a Cogeneration Agreement, the Customer Charge shall be \$327.08.

2. Supplemental Service Charges:

All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.

3. Standby Service Charges:

A. Distribution Capacity:

\$2.63 per kW times the Specified Standby Capacity.

Note: No charge is applicable to a Customer who has provided all the facilities for interconnection to the Company's transmission system.

B. Generation & Transmission Capacity:

The charge shall be the greater of:

1. \$1.474 per kW times the Specified Standby Capacity or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-Peak Periods times \$0.702 kW times the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
March, April, May, October	0.80
June, September, November, December	1.00
January, February, July, August	1.20

Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, *Billing Adjustments*:

See Sheet No. 6.105 and 6.106

C. Interruptible Capacity Credit:

The credit shall be the greater of:

1. \$1.17 per kW times the Specified Standby Capacity, or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-peak periods times \$0.557/kW times the appropriate Billing Month Factor shown in part 3.B. above.

D. Energy Charges:

Non-Fuel Energy Charge: 1.292¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

E. Delivery Voltage Credit:

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by \$1.28 per kW.

(Continued on Page No. 4)



**RATE SCHEDULE SS-2
 INTERRUPTIBLE STANDBY SERVICE**
 (Continued from Page No. 3)

Rate Per Month: (Continued)

3. Standby Service Charges: (Continued)

F. Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Distribution Capacity Charge, Generation & Transmission Capacity Charge, Interruptible Capacity Credit, Non-Fuel Energy Charge and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

G. Fuel Cost Recovery Factor:

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

H. Asset Securitization Charge Factor:

See Sheet No. 6.105

I. Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:

See Sheet No. 6.106

J. Right-of-Way Utilization Fee:

See Sheet No. 6.106

K. Municipal Tax:

See Sheet No. 6.106

L. Sales Tax:

See Sheet No. 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 4 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.35 per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

1. On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- A. For the calendar months of December through February,
Monday through Friday*: 5:00 a.m. to 10:00 a.m.
- B. For all calendar months,
Monday through Friday*: 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

2. Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at company-designated locations.

Term of Service:

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

Special Provisions:

- 1. When the customer increases the electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
- 2. Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required interruptible equipment will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.

(Continued on Page No. 5)

**RATE SCHEDULE SS-2
INTERRUPTIBLE STANDBY SERVICE
(Continued from Page No. 4)**

Special Provisions: (Continued)

3. To minimize the frequency and duration of interruptions hereunder, the Company will attempt to purchase power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases.
4. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.08% per month of the installed cost of such additional equipment.
5. Customers taking service under this rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives a waiver from the Florida Public Service Commission.
6. The customer shall allow the Company to install time recording metering on the electrical output of all customer-owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance, and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.
7. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.
8. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.
9. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all Company-supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.
10. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.
11. For an amount of load reduction directly resulting from an outage of the customer's generation to be recognized in the determination of standby service requirements, the customer must satisfactorily demonstrate this capability initially and be subject to periodic verification upon request by the Company.
12. If the actual maximum 30-minute standby power supplied by the Company exceeds the prior billing month's Specified Standby Capacity, the customer shall be billed on the excess amount for previous billings rendered up to twelve (12) months under the rate schedule for (1) distribution capacity and (2) generation and transmission capacity, at a rate of 125% of the corresponding standby service charges.



**RATE SCHEDULE SS-3
CURTAILABLE STANDBY SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, having on-site generating equipment and requesting interruptible standby service. A customer requesting interruptible standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load and (3) is operated for other than emergency and test purposes.

Character of Service:

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

Limitation of Service:

Resale service not permitted hereunder. Curtailable service under this rate schedule is not subject to curtailment during any time period for economic reasons. Curtailable service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

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.

"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.

"Supplemental 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.

"Otherwise applicable rate schedule" refers to the rate schedule under which the customer would have received service if the customer had no self-generation.

Determination of Standby Service Requirements:

The customer may elect either of the following two options for determination of standby service requirements:

Option A:

1. The customer shall provide the Company within three (3) days of the end of the billing period the following information for each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation:
 - (a) Amount of load in kW ordinarily supplied by customer's generation.
 - (b) Amount of load reduction in kW, if any, as a direct result of customer's generation outage.

(Continued on Page No. 2)



**RATE SCHEDULE SS-3
 CURTAILABLE STANDBY SERVICE**
 (Continued from Page No. 2)

Determination of Specified Standby Capacity:

- Initially, the customer and the Company shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Company. This shall be termed for billing purposes as the "Specified Standby Capacity".
- Where a bona fide change in the customer's standby capacity requirement occurs, the Company and the customer shall establish a new Specified Standby Capacity.
- The Specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 30-minute kW standby power requirement established in the current billing month or (3) the maximum 30-minute kW standby power requirement established in any of the twenty-three (23) preceding billing months.

Rate Per Month:

1. Customer Charge:

Secondary Metering Voltage:	\$ 115.93
Primary Metering Voltage:	\$ 271.25
Transmission Metering Voltage:	\$ 934.55

Note: Where the customer has paid the costs of metering equipment pursuant to a Cogeneration Agreement, the Customer Charge shall be \$93.45

2. Supplemental Service Charges:

All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.

3. Standby Service Charges:

A. Distribution Capacity:

\$2.63 per kW times the Specified Standby Capacity.

Note: No charge is applicable to a customer who has provided all the facilities for interconnection to the Company's transmission system.

B. Generation & Transmission Capacity:

The charge shall be the greater of:

- \$1.474 per kW times the Specified Standby Capacity or
- The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-Peak Periods times \$0.702/kW times the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
March, April, May, October	0.80
June, September, November, December	1.00
January, February, July, August	1.20

Plus the Cost Recovery Factors on a \$/ kW basis

in Rate Schedule BA-1, *Billing Adjustments*: See Sheet No. 6.105 and 6.106

C. Curtailable Capacity Credit:

The credit shall be the greater of:

- \$0.877 per kW times the Specified Standby Capacity, or
- The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-peak periods times \$0.418/kW times the appropriate Billing Month Factor shown in part 3.B. above.

D. Energy Charges:

Non-Fuel Energy Charge: 1.297¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis listed in Rate Schedule BA-1, *Billing Adjustments*,

except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

E. Delivery Voltage Credit:

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by \$1.28 per kW.

(Continued on Page No. 4)



**RATE SCHEDULE SS-3
 CURTAILABLE STANDBY SERVICE
 (Continued from Page No. 3)**

Rate Per Month: (Continued)

3. Standby Service Charges: (Continued)

F. Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Distribution Capacity Charge, Generation & Transmission Capacity Charge, Interruptible Capacity Credit, Non-Fuel Energy Charge and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

G. Fuel Cost Recovery Factor:

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

H. Asset Securitization Charge Factor:

See Sheet No. 6.105

I. Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:

See Sheet No. 6.106

J. Right-of-Way Utilization Fee:

See Sheet No. 6.106

K. Municipal Tax:

See Sheet No. 6.106

L. Sales Tax:

See Sheet No. 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.35 per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

1. On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- A. For the calendar months of December through February,
Monday through Friday*: 5:00 a.m. to 10:00 a.m.
- B. For all calendar months,
Monday through Friday*: 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

2. Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

(Continued on Page No. 5)

**RATE SCHEDULE SS-3
CURTAILABLE STANDBY SERVICE**
(Continued from Page No. 4)

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.08% times the installed cost of such additional equipment.
3. As an essential requirement for receiving curtailable service provided under this rate schedule, the customer shall be strictly responsible for the full curtailment of his standby power requirements upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
4. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
5. In the event a customer electing curtailable service has not complied with his curtailment responsibility for any period of requested curtailment during the current billing period, the customer will additionally be billed 125% of the difference in standby rate charges between this rate schedule and that of Rate Schedule SS-1, Firm Standby Service, for each billing period from the current month to the most recent prior billing period in which curtailment was requested, not to exceed a total of twelve (12) billing periods.
6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases.
7. Customers taking service under this rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives a waiver from the Florida Public Service Commission.
8. The customer shall allow the Company to install time recording metering on the electrical output of all customer-owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance, and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.
9. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.
10. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.
11. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all company-supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.
12. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.

(Continued on Page No. 6)



**RATE SCHEDULE SS-3
CURTAILABLE STANDBY SERVICE**
(Continued from Page No. 5)

Special Provisions: (Continued)

13. For an amount of load reduction directly resulting from an outage of the customer's generation to be recognized in the determination of standby service requirements, the customer must satisfactorily demonstrate this capability initially and be subject to periodic verification upon request by the Company.
14. The described procedures herein for determining standby and supplemental requirements may require modification during a period of requested curtailment. In this event all power and energy requirements are considered supplemental to the extent that the total power requirement does not exceed the customer's otherwise maximum 30-minute supplemental demand for the current billing period. Any requirement exceeding this level is considered standby. If this should result in a standby requirement which exceeds the customer's self-generating capability, such excess shall be considered additional supplemental.
15. If the actual maximum 30-minute standby power supplied by the Company exceeds the prior billing month's Specified Standby Capacity, the customer shall be billed on the excess amount for previous billings rendered up to twelve (12) months under the rate schedule for (1) distribution capacity and (2) generation and transmission capacity, at a rate of 125% of the corresponding standby service charges.



**RATE SCHEDULE TS-1
TEMPORARY SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To customers for temporary service such as construction, fairs, displays, exhibits, and similar temporary purposes.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three phase at option of the Company, at the Company's standard voltage available.

Limitation of Service:

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Company's applicable General Service rate schedule.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

As provided for in the applicable rate schedule.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate shall be for a minimum initial term of thirty (30) days from the commencement of service and may be extended for thirty- (30) day periods.

Special Provisions:

1. Metering voltage will be at the option of the Company.
2. The Company may under the provisions of this rate, at its option, require a contract with the Customer upon the Company's filed contract form.
3. Where a temporary service extension is required and can be provided by a service drop or connection point to the Company's existing distribution system, the Customer shall pay a service charge of \$310.00 for the cost of installing and removing such temporary service extension.
4. Where line work is required, the Customer shall pay, in advance, the estimated cost of installing and removing such facilities as may be required to provide such temporary service, except the cost of any portion of the facilities which will remain as a part of the permanent service. In addition, the Customer shall deposit with the Company, in advance, a cash sum equal to the estimated charge for energy consumed provided, however, that the Company may waive advance payments if the Customer has established, in the sole judgment of the Company, satisfactory credit.



SECTION NO. VI
FOURTEENTH REVISED SHEET NO. 6.350
CANCELS THIRTEENTH REVISED SHEET NO 6.350

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022



**RATE SCHEDULE PPS-1
GENERAL SERVICE – PREMIER POWER SERVICE RIDER**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

This Rider is applicable on a voluntary basis to a customer with a minimum measured demand of 50 kW taking service under non-residential Rate Schedules GS-1, GST-1, GSD-1, GSDT-1, GSLM-1, CS-1, CS-2, CS-3, CST-1, CST-2, CST-3, IS-1, IS-2, IST-1, or IST-2 that meets the eligibility requirements herein when the customer contracts with the Company to own, install, operate and maintain equipment on the customer's premises for the primary purpose of providing a back-up supply of electric service in the event normal electric supply is interrupted. The applicable non-residential Rate Schedule with which this Rider is used is modified only as required by the terms hereof.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or resale service is not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

Monthly Service Payment:

The Monthly Service Payment under this Rider is in addition to the monthly rate determined under the applicable non-residential Rate Schedule and other riders, if applicable, and shall be calculated based on the following formula:

$$\text{Monthly Service Payment} = \text{Capital Cost} + \text{Expenses}$$

Where:

Capital Cost equals a carrying cost times the levelized plant investment based upon the estimated installed cost of facilities. The carrying cost includes the cost of capital, reflecting current capital structure and most recent approved return on common equity; income taxes; property taxes; general plant; administrative and general plant-related expenses; and intangible plant. Any replacement cost expected to be incurred during the Contract Period will also be included. Any special equipment installed by the Company that is not necessary to support back-up service to the customer shall not be included in the Monthly Service Payment.

Expenses shall be levelized over the Contract Term and shall include: Company operations and maintenance (O&M) expenses times a carrying cost that is inclusive of administrative and general and labor expenses related to O&M and cash working capital; third-party expenses for operations and maintenance, warranties, or insurance; fuel expense, based upon an estimate of the cost of fuel consumed for normal back-up operation and testing, less a credit based upon the system average cost of fuel and purchased power included in retail tariffs; inventory cost associated with fuel, materials, and supplies times a carrying cost that recovers the cost of capital and income taxes; depreciation expense, adjusted for the estimated salvage value at the end of the Contract Term; deferred income taxes; and customer accounting, customer service and information, program administration, and sales expenses. Any expenses incurred in operating the on-site generation for other than normal back-up operation and testing shall not be included in the Monthly Service Payment.

Installation cost will be recovered over the initial Contract Term. Pricing of capital-related costs and expenses shall be based upon no shorter than 10 years from the equipment's original in-service date and the resulting Monthly Service Payment shall include an upward adjustment for Contract Terms that expire prior to 10 years from this in-service date.

(Continued on Page No. 2)

**RATE SCHEDULE PPS-1
GENERAL SERVICE – PREMIER POWER SERVICE RIDER**

(Continued from Page No. 1)

Definition of Services:

Services provided under the terms of this Rider shall be provided by on-site equipment supplied by the Company for the purpose of continuing the supply of electricity to the customer's site in the event the normal electric supply is interrupted. In cases where the customer's total electric requirement exceeds the generation capability, the customer shall arrange its electrical requirements to ensure that the electrical requirement to be supplied when normal service is interrupted will not be greater than the generation capacity. The minimum equipment capacity supplied by the Company under this rider shall be not less than 50 kW.

The Company shall have the right to operate the on-site equipment at all times it deems appropriate, including, but not limited to, for the purposes of testing of the equipment to verify that it will operate within required parameters, and dispatching the equipment to assist in meeting system demand or for other system benefits. The equipment and appropriate transfer switching shall be electrically connected on the Company's side of the billing meter; therefore, billing for generation provided during normal back-up operation and testing shall continue to be billed under the applicable non-residential Rate Schedule based solely upon consumption registered on the Company's billing meter.

Service Contract:

The Company and the customer shall execute a Premier Power Service Contract (the "Contract") that will state the amount of the customer's Monthly Service Payment determined in accordance with this Rider, the Contract Term, and other terms and conditions pertinent to providing Premier Power Service.

Eligibility:

In order to be eligible for this Rider, the customer must provide evidence of creditworthiness sufficient to establish reasonable assurance of their ability to meet their financial obligations for the services to be provided under the Contract.

- Entities that have an investment grade senior unsecured credit rating from Moody's Investors Service or S&P Global Ratings will be deemed creditworthy for projects requiring investment by the Company of twenty (20) million dollars or less (Investment grade rating means an unsecured or issuer rating of Baa3 or better from Moody's or BBB- from S&P).
- Entities that have a senior unsecured credit rating of at least Ba2 from Moody's Investors Service or BB by S&P Global Ratings will be deemed creditworthy for projects requiring investment by the Company of five (5) million dollars or less.

Customers with no such rating may demonstrate creditworthiness by submitting their audited financial statements for review by the Company to establish an equivalent credit rating based on a commercially reasonable credit assessment.

Companies not deemed to be creditworthy for a project may establish eligibility by providing credit support in the form of either (i) cash; (ii) bank-issued letter(s) of credit; (iii) a guaranty from a parent company or an affiliated entity meeting the creditworthiness standards of the Company, in each case in a form and from an issuer reasonably acceptable to the Company; or (iv) other security reasonably acceptable to the Company. The amount of security shall not exceed the initial costs incurred by the Company for installation, excluding equipment removable by the Company and suitable for alternative use, plus the estimated cost for the Company to redeploy such equipment for use elsewhere, if applicable. As an alternative form of credit support, the customer and the Company may mutually agree to an accelerated payment schedule commencing prior to completion of installation of the equipment or a payment schedule consisting of larger payments upfront followed by smaller payments, provided that the resulting payment structure will not result in collection by the Company of a return greater than that which would otherwise be reflected in the determination of the payment amount under the Contract.

Minimum Monthly Bill:

The minimum monthly bill shall be the customer's minimum bill under the applicable non-residential Rate Schedule, plus the Monthly Service Payment under this Rider.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

Service under this Rider shall be for the term specified in the Contract. In the event of non-payment by the customer where such non-payment is not cured within sixty (60) days of notice of such delinquency by the Company to the customer, the company shall have the right to terminate the Contract, exercise any rights thereunder, and proceed against any credit support provided by the customer in connection with the Contract.



SECTION NO. VI
THIRD REVISED SHEET NO. 6.380
CANCELS SECOND REVISED SHEET NO. 6.380

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy - FL

EFFECTIVE: January 1, 2022



SECTION NO. VI
SECOND REVISED SHEET NO. 6.381
CANCELS FIRST REVISED SHEET NO. 6.381

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy - FL

EFFECTIVE: January 1, 2022

**RATE SCHEDULE ED-2
ECONOMIC DEVELOPMENT RIDER**

Availability:

Available throughout the entire territory served by the Company. Customers desiring to take service under this tariff must make a written request for service.

Applicable:

To any customer taking firm service, other than residential, for light and power purposes who meet the Qualifying Criteria set forth in this tariff. This tariff provides for an Economic Development Bill Reduction Factor as described herein for new load which is defined as load being established after the date of the original issue of this tariff sheet by a new business or the expansion of an existing business. This rider is not available for retention of existing load or for relocation of existing load within the Company's service territory. Relocating businesses that provide expansion of existing business may qualify as to the expanded load only. This rider is not available for short-term service, construction, temporary service, or renewal of a previously existing service. Customers must execute an Economic Development Service Agreement and such agreement must specify all the Qualifying Criteria that customer expects to meet for this rider to be applicable.

Qualifying Criteria:

To participate in this rider, the customer must meet the following criteria:

- a) The minimum qualifying new load must have a minimum load factor of 35% at a single point of delivery and must be:
 - 1) At least 500 kW; or
 - 2) At least 350 kW at an existing premise served by the Company that has been unoccupied or dormant, with minimal or no electric usage, for at least ninety (90) days.
- b) The new or expanding business must be in a targeted industry as defined by the state of Florida's most current economic development policy.
- c) The new or expanding business must also meet at least one of the following two requirements at the project location:
 - 1) The addition of 25 net new full time equivalent (FTE) jobs in the Company's Florida service area; or
 - 2) Capital investment of \$500,000 or greater and a net increase in FTE jobs in the Company's Florida service area.
- d) Customer must provide written documentation attesting that the availability of this rider is a significant factor in the Customer's location/expansion decision.

Limitation of Service:

Standby or resale service is not permitted hereunder. Service under this tariff is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Otherwise Applicable General Service Tariff:

Service under this rider shall be provided under any of the Company's currently available general service tariffs to be initially determined by mutual agreement of the Company and customer based on the usage characteristics provided by the customer for new load. All provisions, terms and conditions of the otherwise applicable General Service Tariff shall apply.

Rate Per Month

All charges shall be those set forth in the otherwise applicable General Service Tariff with the resulting monthly bill adjusted by the Economic Development Bill Reduction Factor, plus any additional facilities charges as specified in the Economic Development Service Agreement or as otherwise agreed.

Economic Development Bill Reduction Factor:

Beginning with the effective date as declared by the customer and in compliance with this rider, a reduction in the monthly bill will be applied to the total bill for the qualifying new load under this rider (but excluding any charges for additional facilities as specified in the Economic Development Service Agreement or as otherwise agreed), as follows:

Months beginning with and following the effective date declaration	Reduction in monthly bill for qualifying new load
Months 1-12	Up to 30%
Months 13-24	Up to 30%
Months 25-36	Up to 30%
Months 37-48	Up to 30%
Months 49-60	Up to 30%

**RATE SCHEDULE ED-2
ECONOMIC DEVELOPMENT RIDER**
(Continued from Page No. 1)

Economic Development Bill Reduction Factor: (Continued)

The percentage discount to be applied to the customer's monthly bills will be determined in advance, on or prior to the date of execution of the Economic Development Service Agreement, and will be developed on an individual customer basis given the evaluation of the following criteria as to the new or expanded load:

1. Peak monthly demand;
2. Average monthly load factor;
3. The Company's incremental costs to serve;
4. Number of new FTEs; and
5. Total new capital investment of the customer.

The third criterion, Company's incremental costs to serve the new load, will not take into account the costs for additional facilities that are being covered in full by the customer through the terms of the Economic Development Service Agreement or another agreement between the Company and the customer.

Term of Service:

The customer may request an effective date of this rider which is no later than eighteen (18) months after the Economic Development Service Agreement is approved and signed by the Company. The minimum term of the Economic Development Service Agreement shall be ten (10) years following the customer's effective date, with the bill reductions being available for a maximum period of five (5) years after such effective date.

Penalty for Non-Compliance with Qualifying Criteria or Term of Service:

If at any time during the term of the rider agreement the customer violates the terms and conditions of the rider or the Economic Development Service Agreement, the Company may discontinue the discount provided for under this rider and bill the customer based on the otherwise applicable General Service Tariff. If the customer terminates service prior to the end of the Agreement period, or fails to meet the qualifying criteria agreed to for the term of the Agreement, this will constitute a violation of the terms and conditions of the rider and agreement.

Should service under this rider be discontinued by the Company or the customer for said violation, the customer shall be required to repay to the Company the amount of the cumulative discounts received under this rider in accordance with the following schedule .

Number of months beginning with and following the effective date declaration and ending with the date of violation	Required percentage of cumulative economic development bill discounts that must be repaid:
Months 1-60	100%
Months 61-72	80%
Months 73-84	60%
Months 85-96	40%
Months 97-108	20%
Months 109-120	10%

If a change in ownership occurs after execution of the Economic Development Service Agreement, the successor customer may, in the Company's discretion, be allowed to fulfill the balance of the Economic Development Service Agreement and participate in this rider.



SECTION NO. VI
FOURTH REVISED SHEET NO. 6.385
CANCELS THIRD REVISED SHEET NO. 6.385

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy - FL

EFFECTIVE: January 1, 2022



SECTION NO. VI
SECOND REVISED SHEET NO. 6.386
CANCELS FIRST REVISED SHEET NO. 6.386

RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy - FL

EFFECTIVE: January 1, 2022

RATE SCHEDULE FB-1
Optional – FixedBill Program
(Continued from Page No. 1)

Normal Weather: Weather at the 50th weather percentile based on the Company's historical seasonal heating degree-days and cooling degree-days.

Actual Weather: Weather experienced during a historical time period measured using actual heating degree-days and cooling degree-days.

Predicted Weather Normalized Monthly kWh Usage: The customer's predicted monthly usage (kWh) based on Normal Weather.

Predicted Weather Adjusted Total kWh Usage: The customer's predicted total usage (kWh) for the applicable time period based on Actual Weather.

Risk Adder: This adder is used to compensate the Company for the risk associated with weather-related consumption and non-weather related impacts and will not exceed 6%. Through December 31, 2021 in recognition of reduced risk from customers who grant the Company the ability to control different customer owned assets outside of or in addition to applicable Commission-approved DSM programs, the Company will provide up to 2,000 customers \$50 in the form of a prepaid credit card in accordance with the terms of the program's Service Agreement.

Usage Adder: This adder is used to compensate the Company for the risk associated with increased usage by customers in their first year while on *FixedBill* not associated with weather. The initial usage adder will be 4% and capped at 6%. This adder will only be applied during the customer's first year on the *FixedBill* program.

Standard Residential Tariff: The Company's RS-1, RST-1, RSL-1 and RSL-2 Rate Schedules, beginning Sheet Nos. 6.120, 6.140, 6.130, and 6.135, respectively.

Terms and Conditions:

1. The customer will enter into a Service Agreement with the Company that will specify the Monthly *FixedBill* Amount that the customer will be required to pay and, as applicable, all requirements associated with allowing control of customer owned assets.
2. The term of the Service Agreement will be for twelve (12) months. The Company will calculate a new Monthly *FixedBill* Amount for the following year, and notify the customer of the new contractual amount before the current 12-month *FixedBill* period expires. The customer will be automatically renewed at the new Monthly *FixedBill* Amount for the following year unless the customer notifies the Company of their intent to be removed from the *FixedBill* program.
3. Removal from the program:

A. Move from Current Residence.

If a participating customer moves from their current residence before the 12 month Service Agreement period expires, Applicable Removal Charges will apply.

B. Delinquent FixedBill Payments.

If a customer becomes delinquent in a *FixedBill* 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 *FixedBill* program and Applicable Removal Charges will apply.

C. Increased Actual Energy Usage Above Expected Usage (Excess Usage).

The Company reserves the right to terminate the customer's *FixedBill* program Service Agreement if the customer's total Actual Energy Usage in months three (3) through nine (9) of the contract year exceeds their Predicted Weather Adjusted Total kWh Usage by at least 30% for at least three months. If the customer is removed from the *FixedBill* 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.

D. Customer Voluntary Removal.

If a customer chooses to leave the *FixedBill* program prior to the end of the 12-month Service Agreement period, the customer will be removed from the *FixedBill* program and Applicable Removal Charges will apply. After the end of each Service Agreement period, eligible customers will automatically renew for the next *FixedBill* Service Agreement period unless the customer indicates their intention to return to the Standard Residential Tariff. If the Standard Residential Tariff election is made prior to the automatic renewal of the *FixedBill* Service Agreement, no Applicable Removal Charges will apply.

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE:



**RATE SCHEDULE FCF-1
PUBLIC CHARGING FOR ELECTRIC VEHICLES**

Availability:

Available throughout the entire territory where customers charge electric vehicles at certain DEF ("the Company") owned public electric vehicle (EV) fast charging stations ("the stations") where DEF provides charging service and direct billing to the station user.

Applicable:

To any person ("user") who accesses the stations.

Character of Service:

EV charging service will be available at the Company-owned stations, with output power of 50 kW or greater, installed at Company or Host locations. The stations will be accessible to the public for charging.

Limitation of Service:

The user must register an account with the Company's mobile application or network provider, including payment information, prior to charging the EV..

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service". In case of conflict between any provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rate schedule shall apply.

Rate Per Month:

Energy Charge: \$ 0.33 per kWh

Vehicle Idling Fee: \$ 1.00 per minute

Additional Charges:

Gross Receipts Tax & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Terms of Payment:

Charging network fees as determined by the charging station network provider may apply at certain stations. The vehicle idling fee may apply following a ten-minute grace period at certain stations located in close proximity to highway corridors or other highly trafficked areas. The rates applicable to the specific station including the rate per kWh, taxes, and charging network provider and idling fees will be visible to the users via the app and/or display. Users will be notified when the charging session is complete via the display located at the charging dispenser and through the Company's mobile application and will have the ability to obtain a detailed receipt of the charge session.



PART I

DEFINITIONS AND CLASSIFICATIONS

1.01 Definitions:

The following definitions set forth standard interpretations of certain terms used in these Rules and Regulations:

- (1) Company: Duke Energy Florida, LLC
- (2) Customer: The user of the Company's electric service.
- (3) Service: The supply by the Company of electricity to the Customer, including the readiness and availability of electrical energy at the Customer's Point of Delivery at the required voltage and frequency whether or not utilized by the Customer.
- (4) Service Drop: That portion of the Company's facilities, between the established secondary source and the point of attachment at the service entrance.
- (5) Service Entrance: Wires and enclosures owned by the Customer and connecting the Customer's installation to the service drop.
- (6) Customer's Installation: Wires, enclosures, switches, appliances and other apparatus, including the service entrance, forming the Customer's facilities utilizing service for any purpose on the Customer's side of the point of delivery.
- (7) Point of Delivery: The point of attachment where the Company's facilities are connected to those of the Customer's service entrance. The point of delivery shall be determined by the Company. Generally, the point of delivery for residential customers is the meter. The points of delivery for Multi-Occupancy Buildings and townhouses are established in Section 11. For underground service other than residential, the Customer's service entrance shall include conductors and raceway to a point designated by the Company generally the secondary voltage source closest to the building.
- (8) Connected Load: The total rated capacity in horsepower (H.P.) and/or kilowatts (kW), and/or kilovolt amperes (kVA), of all electric equipment, appliances, apparatus and other current consuming devices which are connected in and to the Customer's installation and which may utilize service.
- (9) Maximum Demand: Highest integrated reading of Customer's electrical power requirements measured in kilowatts during the interval of time specified in the Rate Schedules.
- (10) Rate Schedules: The applicable schedules of rates and charges for service rendered which, from time to time, are on file with and approved by the Florida Public Service Commission having jurisdiction thereover, and under which service is rendered by the Company.

1.02 Service Classifications:

Service is classified for rate application purposes according to one of the following which best describes the Customer's electric service requirements:

- (1) Residential: Residential customers have the option of being served under one of the following rate schedules:
 - A. Residential Service (RS-1): Applicable to customers taking service exclusively for domestic purposes in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, a garage, a boat slip, and other separate structures where they are occupied or used solely by the members or servants of such family or household for domestic purposes only.

(Continuing on Next Page)



Residential (Continued):

Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

- (a) 100% of the energy is used exclusively for the co-owner's 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 bill(s) for said service.

B. Residential Load Management (RSL-1): Applicable to customers eligible for residential service under Rate Schedule RS-1 who elect service under this rate schedule and who utilize any of the following electrical equipment:

1. Water Heater
2. Central Electric Heating System
3. Central Electric Cooling System
4. Swimming Pool Pump

C. Residential Time of Use (RST-1): Applicable at the option of the Customer, to residential customers otherwise eligible for service under Rate Schedule RS-1, provided that all of the electric load requirements on the Customer's premises are metered through one point of delivery.

- (2) General Service Non-Demand: Applicable to any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable.
- (3) General Service Demand: Applicable to any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable with a measured annual kWh consumption of 24,000 kWh or greater per year.
- (4) Lighting Service: Applicable to any customer for the sole purpose of lighting roadways or other outdoor land use areas; served from either Company or Customer owned fixtures of the type available under this rate schedule.
- (5) Interruptible General Service: Applicable to any customer, other than residential, for light and power purposes where service may be interrupted by the Company.
- (6) Curtailable General Service: Applicable to any customer, other than residential, for light and power purposes where the Customer agrees during a period of requested curtailment to curtail as a minimum the greater of: (a) 25 kW or (b) 25% of their average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection for twelve (12) months).
- (7) Standby and Supplemental Services: Applicable to any customer other than residential, having on-site generating equipment and requesting standby and/or supplemental services (firm, interruptible, curtailable). A customer requesting standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load, and (3) is operated for other than emergency and test purposes.
- (8) Temporary Service: Applicable to any customer for temporary service such as construction, fairs, displays, exhibits and similar temporary purposes for which service will be in use less than a year.

1.03 Rate Applications:

The Customer shall be billed in accordance with the regular rate schedule applicable to the Customer class for which service is rendered, or the Customer may elect to be billed under any optional rate schedule offering for the class, e.g. time of use. The Company will, upon request, advise any Customer as to the rate schedule most advantageous to their service requirements but does not assume responsibility for its selection in the event of changes in the Customer's requirements. All rate schedules are contained in Section No. VI of the Tariff. A Customer shall, upon request, be furnished a copy of the rate schedule applicable to his service.

PART II**AVAILABILITY AND ESTABLISHMENT OF SERVICE****2.01 Application for Service:**

Service may be obtained upon application. Unless otherwise agreed in writing by the Company, and except as provided in Part III hereof, applications will be accepted only upon the condition that the Company shall be under no obligation to render service other than that character of service then available at the proposed Point of Delivery. Any such application or agreement shall be subject to all the provisions of these Rules and Regulations and of the Rate Schedules, and the terms and conditions thereof shall be binding upon the Company as well as upon the Customer. In order to determine whether capacity is available in existing Company equipment to provide satisfactory service to the Customer, or whether the Company must install additional or modified equipment, load data must be submitted with the application for service. Load data should include the anticipated Connected Load and the anticipated Maximum Demand.

2.02 Service Available:

Technical specifications for type and location of service are provided in the "Requirements for Electric Service and Meter Installations" contained in the Appendix.

2.03 Temporary Service:

The Company will, where it has a source of supply readily available, furnish service for temporary installations as provided for in the Company's Rate Schedule TS-1.

2.04 Auxiliary Service:

Auxiliary service is electric service provided to customers in lieu of that which might otherwise be provided by customer-owned generation for which the customer is not otherwise required to take service under the Company's Standby Service tariff. Auxiliary service is available and will be supplied by the Company under the applicable rate schedule. Parallel interconnected operation of customer-owned generation equipment is permissible only if the customer has executed a standard interconnection agreement with the Company in accordance with the Company's filed contract forms. In the absence of an executed interconnection agreement for parallel operation, the customer's facilities shall be so installed and maintained as to prevent operation of his power sources in parallel with those of the Company.

2.05 Premium Distribution Service:

Upon request by a Customer, the Company will install facilities capable of providing automatic delivery transfer to an alternate distribution circuit in the event of an outage of the principal distribution circuit. The Customer shall pay a monthly amount for such facilities in accordance with the specified rate for additional equipment contained in the applicable general service rate schedule under which service is provided.

The Company will determine the alternate circuit for Premium Distribution Service on the basis of the most economic and feasible circuit deemed available by the Company. If the Customer is desirous of a particular alternate circuit other than that deemed by the Company, the Company will give consideration to such request but shall not be required to establish such desired circuit as the alternate circuit. Where construction is necessary to extend the selected alternate circuit to an interconnection point with service on the Customer's property, the Customer shall pay this cost fully as a Contribution-in-Aid-of-Construction to the Company.

The Customer shall also be subject to an additional Monthly Demand Charge for Premium Distribution Service as stated in the applicable general service rate schedule.

PART III

CONTRIBUTION IN AID OF CONSTRUCTION

3.01 Contribution in Aid of Construction for the Installation of New or Upgraded Facilities:

Where an extension to or upgrade of existing facilities at any voltage level (other than a service drop and/or meter) is required to provide service to a Customer, the Company shall calculate under the formulas set forth below whether a contribution in aid of construction (CIAC) is due from the Customer. A CIAC would be due from the Customer, prior to construction of the requested facilities (unless alternative acceptable payment arrangements are made), as a result of expected incremental revenues from the Customer, together with revenues from other prospective customers to be served from such extension or upgrade, not being sufficient to afford a fair and reasonable return on the cost of making such extension or upgrade. The Company shall use its best judgment in estimating the revenue portion of the formulas which shall be based on an annual period ending not more than five years after the extension or upgrade is placed in service. The Company will pay for the cost where justified, in the Company's opinion, by revenues to be secured; however, the Company may require monthly or annual guarantees, cash contributions in aid of construction, and/or advances for construction, when in the Company's opinion, the immediate or potential revenues do not justify the cost of extension. If the installation of facilities is justified based on the Customer's estimates for electric power but there is reasonable doubt as to level of use or length of use of such facilities, the Customer, when mutually agreeable with the Company, may contract for a minimum Demand or monthly payment sufficient to justify the Company's investment. If it is determined that the installation of facilities through an existing underground development is for the Company's benefit, the facilities shall be installed underground at the Company's expense. For all of the formulas below, the costs shall include cost of removal and salvage, if applicable. When performing the calculations required in these formulas, the Company may consider whether it is more cost-effective for the requested installation to be placed overhead or underground; if underground installation is more cost effective, then the Company shall be permitted to utilize the four (4) years expected incremental base energy revenue as a direct offset against the cost of the underground.

- (1) Overhead Extension or Upgrade: The following formula shall be used to determine the CIAC owed by the Customer. If the application of this formula results in a negative value for CIAC_{OH}, the CIAC_{OH} amount shall be set to zero.

$$CIAC_{OH} = \begin{array}{l} \text{Total estimated work order job} \\ \text{cost of installing the facilities ,} \\ \text{excluding service drops and} \\ \text{meters} \end{array} - \begin{array}{l} \text{Four (4) years expected incremental base} \\ \text{energy revenue plus (if applicable) four (4)} \\ \text{years expected incremental base demand} \\ \text{revenue} \end{array}$$

- (2) (a) Residential Underground Extension or Upgrade: The following formula shall be used to determine the CIAC:

$$CIAC_{UG} = \begin{array}{l} \text{Estimated difference between} \\ \text{the cost of providing the line} \\ \text{extension or upgrade with} \\ \text{underground facilities vs. the} \\ \text{cost of providing service using} \\ \text{overhead facilities} \end{array} + CIAC_{OH} \text{ (as above)}$$

For underground residential service, the charges set forth in Part XI, Underground Residential Distribution Policy, provide the portion of the above formula developing the estimated difference in cost using underground facilities vs. overhead facilities.

(Continued on Next Page)



(b) General Service Underground Extension or Upgrade: The following formula shall be used to determine the CIAC:

$$CIAC_{UG} = \begin{array}{l} \text{Estimated difference between} \\ \text{the cost of providing the line} \\ \text{extension or upgrade with} \\ \text{underground facilities vs. the} \\ \text{cost of providing service using} \\ \text{overhead facilities} \end{array} + CIAC_{OH} \text{ (as above)}$$

The Company will designate the point of delivery and the Customer will provide the service entrance conductors and raceway from the Customer's service equipment to the point of delivery designated by the Company located wholly on the Customer's property. For clarity, the Company does not install underground service for non-residential customers.

The actual or estimated costs applied to the formula in subsections (1) and (2) shall be consistent with the standards of the Company's approved Storm Protection Plan.

(3) Extension for Temporary Service: The Customer shall pay extension costs for temporary service in accordance with Rate Schedule TS-1.

(4) Extension for Street or Area Lighting Service: Service for street or area lighting is normally provided from existing distribution facilities. Where suitable distribution facilities do not exist, the following formula shall be used to determine the CIAC owed by the Customer. If the application of this formula results in a negative value for CIAC, the CIAC amount shall be set to zero.

$$CIAC = \begin{array}{l} \text{Actual or estimated job cost of} \\ \text{new facilities required to} \\ \text{provide service excluding} \\ \text{lighting facilities} \end{array} - \text{Four (4) years expected incremental base energy revenue}$$

(5) CIAC True-Up:

Within 12 months of the in-service date of the new facility installation or upgrade, an initial end-use Customer that paid CIAC may make a one-time request, in writing, to true-up the CIAC charged by the Company. The Company will true-up CIAC paid to reflect actual construction costs and actual base revenues received at the time the true-up request is made. The revenue portion of the CIAC true-up will be calculated by annualizing the actual base energy and demand revenues received by the Company as of the date of the true-up request and multiplying by four to derive four years expected base revenues. Depending on the true-up results, the initial end-use customer requesting a true-up may be entitled to a refund or charged additional CIAC.

(6) CIAC Prorate:

Within a three year period from the in-service date of the installation of the new or upgraded facilities ("the initial facilities"), the Company will prorate the CIAC paid by the initial end-use customer for the facility installation or upgrade to serve that customer. Prorating will apply to only CIAC payments of \$1,500 and above. Customers requiring more than a meter and a service drop for service from the initial facilities (e.g. additional poles or transformers) will be excluded from the CIAC prorate. The initial end-use customer will be charged the full amount of CIAC in accordance with this Part III. Additional customers served by the initial facilities will each pay their prorata share of the CIAC paid by the initial customer. The prorata share will be calculated by first determining the total number of customers involved by adding one (1), representing the initial customer, to the number of additional customers identified by the Company that could be served by the initial facilities. Then each customer's prorata share will be one divided by the total number of customers involved. The Company will refund the prorated collections to the initial end-use customer.

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3.02 Route and Easement:

For new line extensions, upgrades or service drops, the Company shall select the most economical route, which may be a right of way or easement. Before the Company starts construction, the route chosen must be cleared of all trees, tree stumps and other obstructions by the Customer, at no charge to the Company and be suitable for Company use. The Company will use private property for any such extension or upgrade, once an easement suitable to the Company is granted by the owner of such private property to the Company, without cost, in accordance with the following provisions:

- (1) **Private Property of Customer:** Where more than one pole is located on a customer's property for the sole purpose of supplying service to such customer, an easement for all such poles and for any related facilities, including guys, overhead distribution circuits and overhang, must be furnished by the Customer. The entire length and width of the easement across the Customer's property must be cleared of trees, undergrowth, and other obstructions to access by the Company's vehicles and equipment, prior to installation of the service line by the Company.
- (2) **Private Property of Third Party:** Where, in order to provide service to a Customer, Company facilities are to cross over or be located upon private property not owned by such Customer, or where service to such Customer is to be provided from existing Company facilities so situated, an easement for all such facilities involved, including, but not limited to, poles, guys, overhead distribution circuits and overhang, if any, will be required to be obtained by the Customer prior to such facilities being installed by the Company.
- (3) **Acquisition, Form and Cost:** All such grants shall be obtained by the Customer upon the Company's standard form, properly executed by the grantor, and shall be made without cost to the Company.

3.03 Installation by Customer:

The Customer's installation shall, in its entirety, be installed and maintained in accordance with the requirements of local ordinances pertaining thereto, or of authorities having jurisdiction thereover, or in the absence of such local ordinances or authorities in accordance with the requirements of the National Electrical Safety Code as set forth in Handbook H-43 of the National Bureau of Standards in its present form, or as subsequently revised, amended or superseded; provided, however, that service to any customer over lines and facilities not owned by the Company shall be at the sole option of the Company. Customer installations shall be in accordance with the following provisions:

- (1) **Inspection by Authorities:** The Company recommends that all wiring installations be inspected and approved by an authorized electrical inspector if available; and, where such inspection is required by local ordinance or authority, the Company cannot render service until such inspection has been made and formal notice from the inspecting authority of its approval has been received by the Company.
- (2) **Inspection by Company:** The Company reserves the right to inspect Customer's installation prior to rendering service, and from time to time thereafter; but the Company assumes no responsibility whatsoever for the Customer's installation as a result of any such inspection, and will not be responsible in any way for any defect in Customer's installation, or any part thereof, or for any damage which may result from any such defect.

3.04 Special Service Requirements:

The Company designs and installs its service facilities in accordance with the "Requirements for Electric Service and Meter Installations" contained in the Appendix. Where the Customer requests a more costly service arrangement, such as a remote point of delivery, excess transformer capacity, or any other special requirements, or high demand equipment, such as tankless water heaters, kilns, welders etc., the Company will provide such service if feasible and the Customer shall pay the cost in excess of the estimated cost of the standard design.

3.05 Relocation, Removal, or Modification of Existing Facilities:

When, in the judgment of the Company a change in the use or layout of the Customer's premises makes the relocation, removal, or modification, but not an upgrade of the Company's existing facilities necessary, or when such relocation, removal, or modification is requested by the Customer and is consistent with sound utility practices, the Company will relocate, remove, or modify such facilities in a manner acceptable to the Company. The Customer shall pay the Company for all cost associated with any such relocation, removal, or modification based on an invoice prepared by the Company in accordance with standard estimation procedures, unless the removed facilities are unused and at the end of their useful life, as determined by the Company in its sole discretion. If the relocation, removal, or modification is made at the Customer's request, such payment shall be made in advance. If a requested relocation, removal, or modification involves the conversion of an existing residential overhead service to an underground service lateral, the charges and provisions of Section 11.05 of these Rules shall apply.

**PART VII
GUARANTEE DEPOSITS**

7.01 Deposit Requirement:

In order to guarantee payment for service rendered, the Customer shall provide the Company with a cash deposit or other acceptable guarantee such as a surety bond, letter of credit, or guarantee letter. For residential customers, the guarantor must be a customer of the Company with a satisfactory payment record. For non-residential customers, the guarantor needs not be a customer of the Company, but must be a bank, or insurance company, or other institution with proven financial capability to furnish such a guarantee. Deposits for existing accounts and new service requests will be calculated in the manner set forth in section 366.05(1)(c)1. & 2., Florida Statutes (2015) (as may be amended from time to time), respectively. Deposits will be recalculated at least on an annual basis. A deposit requirement may be waived for customers who have previously established a satisfactory payment record with the Company (including its affiliated regulated utilities) or meet the Company's requirements for the establishment of credit.

7.02 Refund of Deposit:

After a customer has had continuous service for a period of twenty-three (23) months and established a satisfactory payment record, the Company will refund a residential customer's deposit and at its option either refund or commence applying a higher rate of interest on a non-residential customer's deposit as provided for in Section 25-6.097(5) of the Florida Public Service Commission Rules. A customer is considered to have established a satisfactory payment record, if over the preceding twelve (12) months of service, the customer has not had a disconnection of service for non-payment of bill, had more than three (3) final notices, tampered with the electric meter, or used service in a fraudulent or unauthorized manner. Any deposit, plus accrued interest, being held by the Company upon termination of service will be credited to the Customer's final bill and any remaining balance refunded.

7.03 New or Additional Deposit:

The Company may require upon written notice to the Customer of not less than thirty (30) days a deposit on an existing account in order to secure payment of bills.

7.04 Interest on Deposit:

Interest will accrue on deposit amounts in existence for a continuous period of six (6) months or longer at the minimum rate provided for in Section 25-6.097(5) of the Florida Public Service Commission Rules. Accrued interest will be paid annually either as a credit on the Customer's bill or as a payment upon refund of deposit, or upon final settlement of Customer's account.



PART VIII

BILLING

8.01 Billing Period:

A bill for service will be rendered on a regular monthly cycle as scheduled by the Company. A normal billing month is an interval between scheduled meter reading dates and is approximately thirty (30) days.

8.02 Prorated Monthly Bills:

A normal monthly bill will be prorated (based on actual number of days vs. thirty (30)) if the meter reading date is advanced or postponed more than five (5) days from the scheduled read date.

All other types of bills (including initial, final, or reroute) will be prorated if they cover more or less than a regular monthly billing period (including the five-(5) day reading range). If the billing period is extended more than five (5) days, the Company will not apply the higher tiered rate if the Customer's higher usage is solely attributable to the extended billing period.

8.03 Measurement and Evidence of Consumption:

Power and energy shall be measured for each point of delivery by one meter for each type of service rendered; and the Company's readings and records thereof shall be accepted and received, at all times and places as prima facie evidence of the quantity of electricity used by the Customer at the point of delivery.

- (1) **Conjunctive Billing:** The Company does not permit conjunctive billing. Each point of delivery to the same customer constitutes a separate service, and bills for two (2) or more points of delivery to the same customer shall be calculated separately for each point of delivery; however, where more than one (1) meter is used to measure the same type of service, although only one point of delivery is involved, each such meter shall be calculated and billed separately, as though it were a separate service, until such time as the Customer rearranges his facilities to take all of the same type of service through a single meter.
- (2) **Unread Meters:** When the Company is unable to read a meter due to circumstances beyond the control of the Company, such as inaccessibility of meters because of flood or stormy conditions, the Company may render a minimum or estimated bill.

8.04 Delinquent Bills:

Bills are due when rendered and become delinquent if not paid within twenty (20) days after the date of mailing or delivery. A late payment charge will be applied to accounts that have past due balances, in accordance with the Company's Rate Schedule SC-1. Non-receipt of bills by customer shall not release or diminish the obligation of the Customer with respect to payment thereof on time.

8.05 Vacating or Change of Occupancy:

When a customer vacates a premise served by the Company, or when a change of occupancy therein takes place, the outgoing customer shall notify the Company not less than three (3) days prior to the date of vacating or change, as the case may be; and the outgoing customer shall be held responsible for all electric service used on such premises until such notice is received and service is disconnected, or until application for service at said location has been made by a new customer and accepted by the Company, whichever first occurs.

8.06 Service Charges:

Service Charges shall be made for each establishment or re-establishment of service, and for each returned check, in accordance with the Company's Rate Schedule SC-1.

8.07 Adjustment of Bills:

Adjustment of bills shall be made in accordance with regulations of the Florida Public Service Commission.

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PART VIII**BILLING
(Continued)****8.08 Net Metering for Customer-Owned Renewable Generation:**

For customers with renewable generation that have executed an interconnection agreement with the Company whose customer-owned renewable generation is eligible for net metering, where the purpose is to offset a customer's usage, not purposefully create excess energy by installing renewable generation larger than needed to offset usage and as further defined by FPSC rule 25-6.065, monthly billing will be prepared in the following manner:

- (1) At no additional cost to the customer, metering equipment will be installed by the Company capable of measuring the difference between the electricity supplied to the customer from the Company and the renewable electricity generated by the customer and delivered to the Company's electric grid.
- (2) Meter readings will be taken monthly on the same cycle as required under the otherwise applicable rate schedule in accordance with normal billing practices.
- (3) The Company will charge the customer for energy used by the customer in excess of the generation supplied by customer-owned renewable generation for the entire billing cycle in accordance with the otherwise applicable rate schedule.
- (4) During any billing cycle, excess customer-owned renewable generation delivered to the Company's electric grid will be credited to the customer's energy consumption for the next month's billing cycle.
- (5) Regardless of whether excess renewable energy is delivered to the Company's electric grid, the customer will be required to pay the greater of
 - i. the minimum charge as stated in their otherwise applicable rate schedule, or
 - ii. the applicable monthly customer charge plus the applicable demand charge for the monthly maximum 30-minute demand measured on the company's usage meter during the billing period in accordance with the otherwise applicable rate schedule
- (6) For customers whose otherwise applicable rate schedule is a time of use (TOU) rate, the generation supplied by customer-owned renewable generation to the Company will be measured by the distinct TOU periods of that rate schedule and offset customer usage in the current month or subsequent periods using the distinct TOU periods of that rate schedule.
- (7) Energy credits produced pursuant to section 4 above will accumulate and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. After the end of each calendar year, the Company will credit the customer (on the February bill) for any unused energy credits at an average annual rate based on the COG-1, as-available energy tariff.
- (8) Excess renewable generation by the customer of record will be applied only to the service provided at the location of the customer's renewable generation system and will not be applied to other locations or services at the same location that the customer may take from the Company.
- (9) When a customer leaves the Company's system, unused credits for excess renewable kWh generated will be credited to the customer at an average annual rate based on the COG-1, as-available energy tariff.
- (10) The customer may, at their sole discretion, choose to take service under the Company's standby or supplemental service rate, if available. When a customer elects to take service under a standby or supplemental tariff, any excess renewable generation credited from prior periods in accordance with provision number 4 above, will be considered supplemental energy for billing purposes.

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**PART VIII
BILLING
(Continued)**

8.09 Budget Billing Program (Optional):**Residential**

A customer may elect to be billed for service hereunder by an alternative-billing program called the "Budget Billing Program." The Budget Billing Program provides the customer the choice between two options:

1. Quarterly Budget Billing Program – The Quarterly Budget Billing Program provides for the Company to bill the customer, commencing with the next full month's bill and for the next two successive months, an amount equal to one-twelfth (1/12) of the cost for all electric service, excluding billings for Rate Schedule LS-1, rendered at the premises during the immediately preceding twelve-month period while factoring in any previously accumulated credit or balance under the customer's respective rate schedule.

An updated amount to be billed for each of the next three consecutive months shall be calculated to be the amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the then immediately preceding twelve-month period under the customer's respective rate schedule.

The customer's bill for each month of subsequent quarterly periods shall be similarly calculated. At the end of the initial 12-month period that the customer's election is in effect, and at the end of each twelve-month period thereafter that the customer's election is in effect, the Company will determine the difference between the cost for actual electric services rendered at the premises under the customer's respective rate schedule and the amounts billed through the budget billing program for those twelve months, and the Company shall add or subtract, as appropriate, one-twelfth (1/12) of that difference to each of the next twelve bills to be sent to the customer.

If at any time it is apparent that the customer's expected use of services has been over or underestimated, the Company shall have the right to revise the estimate and modify the succeeding billings accordingly. When the billings have been re-estimated, the Company will advise the customer of the revised amount to be paid.

2. Annual Budget Billing Program – This budget billing program provides for the Company to bill the customer, commencing with the next full month's bill and for the next ten (10) successive months, an amount equal to one-twelfth (1/12) of the estimated cost for all electric service, excluding billings for Rate Schedule LS-1, rendered at the premises during the next twelve-month period while factoring in any previously accumulated credit or balance under the customer's respective rate schedule.

During the first eleven months the cost of each month's service calculated under the customer's respective rate schedule will be charged to the customer's account, and all payments made by the customer will be credited to this amount. The bill rendered on the twelfth month will include the adjustment for the difference between the actual billing for the first eleven months and the payments made by the customer during the same period.

If at any time during the first eleven months it is apparent that the customer's expected use of service has been over or under estimated, the Company shall have the right to revise the estimate and modify the succeeding monthly billings accordingly. When the monthly payments have been re-estimated, the Company will advise the customer of the revised amount to be paid.

A customer electing to enroll in the Budget Billing Program without prior usage history at the service location, a calculation based upon the characteristics of the premise. A customer may request termination of the Budget Billing Program at any time. If the customer misses two consecutive monthly Budget Billing Program installments, they will be removed from the program. At removal, the deferred (or accumulated) balance/credit will become due/credited to the next invoice which may also reflect any applicable late payment charges and/or disconnection notice in accordance with standard procedures.

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**PART VIII
BILLING
(Continued)**

Non-residential

Any GS-1 or GSD-1 Customer who has no delinquent balances is eligible to participate in the Budget Billing Program described below for GS-1 and GSD-1 rate billings, excluding billings for Rate Schedule LS-1. However, GS-1 or GSD-1 Customers that participate in the following will not be eligible to participate in this Budget Billing Program: Automatic Landlord revert to Owner contracts; Shared Solar; Net Metering; Unmetered Service; Premier Power Service; Summary/Collective Billing. The Budget Billing Program provides the customer the choice between two options:

1. **Quarterly Budget Billing Program** – The Quarterly Budget Billing Program provides for the Company to bill the customer, commencing with the next full month's bill and for the next two successive months, an amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the immediately preceding twelve-month period while factoring in any previously accumulated credit or balance under the customer's respective rate schedule.

An updated amount to be billed for each of the next three consecutive months shall be calculated to be the amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the then immediately preceding twelve-month period under the customer's respective rate schedule.

The customer's bill for each month of subsequent quarterly periods shall be similarly calculated. At the end of the initial 12-month period that the customer's election is in effect, and at the end of each twelve-month period thereafter that the customer's election is in effect, the Company will determine the difference between the cost for actual electric services rendered at the premises under the customer's respective rate schedule and the amounts billed through the budget billing program for those twelve months, and the Company shall add or subtract, as appropriate, one-twelfth (1/12) of that difference to each of the next twelve bills to be sent to the customer.

If at any time it is apparent that the customer's expected use of services has been over or underestimated, the Company shall have the right to revise the estimate and modify the succeeding billings accordingly. When the billings have been re-estimated, the Company will advise the customer of the revised amount to be paid.

2. **Annual Budget Billing Program** – This budget billing program provides for the Company to bill the customer, commencing with the next full month's bill and for the next ten (10) successive months, an amount equal to one-twelfth (1/12) of the estimated cost for all electric service rendered at the premises during the next twelve-month period while factoring in any previously accumulated credit or balance under the customer's respective rate schedule.

During the first eleven months the cost of each month's service calculated under the customer's respective rate schedule will be charged to the customer's account, and all payments made by the customer will be credited to this amount. The bill rendered on the twelfth month will include the adjustment for the difference between the actual billing for the first eleven months and the payments made by the customer during the same period.

If at any time during the first eleven months it is apparent that the customer's expected use of service has been over or under-estimated, the Company shall have the right to revise the estimate and modify the succeeding monthly billings accordingly. When the monthly payments have been re-estimated, the Company will advise the customer of the revised amount to be paid.

A customer electing to enroll in the Budget Billing Program without prior usage history at the service location, a calculation based upon the characteristics of the premise and will default to the quarterly Budget Billing Program option to help establish accurate payment estimation. A Customer may terminate participation in the Budget Billing Program at any time. If the customer misses two consecutive monthly Budget Billing Program installments, they will be removed from the program. At removal, the deferred (or accumulated) balance/credit will become due/credited to the next invoice which may also reflect any applicable late payment charges and/or disconnection notice in accordance with standard procedures.

PART X**DISCONTINUANCE AND WITHHOLDING OF SERVICE****10.01 Grounds for Discontinuance or Withholding of Service:**

The Company may refuse or discontinue service to a customer under any of the conditions provided for under Section 25-6.105 of the Rules of the Florida Public Service Commission. The Company may also refuse or discontinue service for the following reasons:

- (1) For actions or threats made by a Customer, or anyone on the Customer's premises, which are reasonably perceived by a Company employee as violent or unsafe, after affording the Customer reasonable opportunity to cease from any further act of violence or unsafe condition. However, where the Company believes a dangerous condition exists on the Customer's premises, service may be discontinued without notice.
- (2) For residential customers, the Company may withhold service if the Customer fails to provide a form of identification acceptable to the Company, including but not limited to a valid social security number, tax identification number, or driver's license.
- (3) For service requested by firms, partnerships, associations, corporations, etc., the Company may withhold service if the Customer fails to provide proof that a duly authorized person is making the application for service and/or if the Customer is not registered with a governmental agency as licensed to do business in Florida.

10.02 Notice of Discontinuance:

The Company will give the Customer as much written notice of discontinuance of service as may be reasonably practical.

10.03 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 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 once every twelve (12) months.

The Company shall provide Medically Essential Service Customers with a limited extension of time, not to exceed thirty (30) days, beyond the date service would normally be subject to disconnection for non-payment of bills (following the requisite notice pursuant to Rule 25-6.105(5) of the Florida Administrative Code). The Company shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension. The Medically Essential Service Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for service provided by the Company and for which payment is past due, or to make other arrangements for meeting the medically essential needs.

No later than 12 noon one (1) day prior to the scheduled disconnection of service of a Medically Essential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other adult resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4:00 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 Service Customer, the customer shall remain solely responsible for any backup equipment and/or power supply and a planned course of action in the event of 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 as expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operations of the Company.

10.04 Liability for Discontinuance:

Whenever the Company shall have the right to discontinue service to a customer, such right may be exercised without any liability for loss, damage, or injury resulting directly or indirectly from lack of electric service; and the Company shall be under no obligation or duty to ascertain whether such discontinuance would be likely to result in any such loss, damage, or injury.

10.05 Reconnection:

Service may be reconnected after those conditions which caused service to be discontinued have been corrected. A service charge may be applicable as provided for under Rate Schedule SC-1.

10.06 Customer's Deposit:

Where valid conditions exist, service may be discontinued whether or not the amount of the Customer's deposit is sufficient to cover the Customer's bill; and, where said deposit has been applied toward the settlement of such bill, service will not be reconnected until a satisfactory deposit is restored.

**PART XI
UNDERGROUND RESIDENTIAL DISTRIBUTION POLICY**

11.01 Definitions:

The following words and terms used under this policy shall have the meaning indicated:

- (1) Applicant: Any person, partnership, association, corporation, or governmental agency controlling or responsible for the development of a new subdivision or dwelling unit and applying for the construction of underground electric facilities.
- (2) Building: Any structure, and excluding a Townhouse, designed for residential occupancy and containing less than five (5) individual dwelling units.
- (3) Commission: Florida Public Service Commission.
- (4) Company: Duke Energy Florida, LLC.
- (5) Customer Provided and Installed Conduit: Schedule 40 PVC grey electrical grade conduit, purchased by the customer on the open market and installed meeting Company guidelines. Diameter is to be specified by Company based upon the type of conductor.
- (6) Direct Burial: A type of construction involving the placing of conductors in the ground without the benefit of conduit or ducts. Other facilities, such as transformers, may be above ground.
- (7) Distribution System: Electric service facilities consisting of primary and secondary conductors, service laterals, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.
- (8) Feeder Main: A three-phase primary installation which serves as a source for primary laterals and loops through suitable overcurrent devices.
- (9) Final Grade: The ultimate elevation of the ground, paved or unpaved, which will prevail in a subdivision or tract of land including drainage ditches and or swales.
- (10) Mainline: Portions of the subdivision including primary and secondary voltage conductors but excluding services running to a dwelling.
- (11) Mobile Home (Trailer): A non-self propelled vehicle or conveyance, permanently equipped to travel upon the public highways, that is used either temporarily or permanently as a residence or living quarters.
- (12) Multiple-Occupancy Building: A structure erected and framed of component structural parts and designed to contain five (5) or more individual dwelling units.
- (13) Point of Delivery: The point where the Company's facilities are connected to those of the Customer's service entrance. The point of delivery shall be determined by the Company.
- (14) Primary Lateral: That part of the electric distribution system whose function is to conduct electricity at the primary level from the feeder main to the transformers serving the secondary street mains. It usually consists of a single-phase conductor or insulated cable, together with necessary accessory equipment for supporting, terminating and disconnecting from the primary mains by a fusible element.
- (15) Service Lateral: The underground service conductors between the street or rear property main, including any risers at a pole or other structure or from transformers, and the first point of connection to the service entrance conductors in a terminal or meter box on the exterior building wall.
- (16) Subdivision: The tract of land which is divided into five (5) or more building lots or upon which five (5) or more separate dwelling units are to be located, or the land on which is to be constructed new multiple-occupancy buildings.

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11.01 Definitions (continued):

- (17) Townhouse: A one (1)-family dwelling unit of a group of three (3) or more such units separated only by firewalls. Each townhouse unit shall be constructed upon a separate lot and serviced with separate utilities and shall otherwise be independent of one another.

11.02 GENERAL:**(1) Application:**

Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these Rules and Regulations for:

- a) Residential Subdivision and Developments (Part 11.03)
- b) New Service Laterals from Overhead Systems (Part 11.04)
- c) Replacement of Existing Overhead Service (Part 11.05)
- d) Multiple-Occupancy Residential Buildings (Part 11.06)

(2) Early Notification and Coordination:

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. Close coordination is necessary throughout the planning and construction stages by the Company, the architect, the builder, the subcontractors, and the consulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various sub-grade installations of the several utilities.

(3) Changes to Plans, Layout, or Grade:

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

(4) Underground Installation Not Covered:

Where the Applicant requests or governmental ordinance mandates underground electric facilities for residential subdivisions not falling within the dwelling units per acre density limitation as specified in Part 11.03(2)(a) or for residential developments of less than five (5) building lots and where overhead facilities would otherwise be provided, the Applicant shall pay the Company the estimated differential cost between the underground facilities and the suitable overhead facilities as determined by using the Company's current standard estimating data. The Applicant shall also provide necessary rights of way and easements as given in Section 11.02(7).

(5) Type of System Provided:

The costs quoted in these Rules are for underground residential distribution facilities of standard Company design with above-grade appurtenances. Unless otherwise stated, service provided will be 120/240-volt single phase. If other types of facilities are requested by the Applicant or required by governmental authority, the Applicant will pay the additional costs, if any.

(6) Ownership:

The Company will 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.

(7) Rights of Way and Easements:

- (a) General Requirements: The Company shall construct, own, operate, and maintain distribution lines within the Applicant's subdivision only along easements, public streets, roads and highways which the Company has the legal right to occupy, and on public lands and private property across which rights of way and easements satisfactory to the Company may be obtained without cost or condemnation to the Company.

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(7) Rights of Way and Easements (Continued):

- (c) Scheduling, Clearing, and Grading: Rights of way and easements suitable to the Company must be furnished by the Applicant in a reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstructions, staked to show property lines and final grade, and must be graded to within six (6) inches of final grade by the Applicant before the Company will commence construction, all at no charge to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer locations.
- (d) Recorded Public Easements: Where underground distribution facilities are located on private property, wholly within an area covered by a recorded subdivision utility easement, namely a reservation, and recorded plat of an easement for public utility purposes, no other easement is required.
- (e) Service Laterals: Where underground service conductors are located on private property and portions not covered by recorded subdivision utility easement are wholly within the private property they service no easement is required.
- (f) Other Locations: Where underground distribution facilities are located on private property other than as described in Part 11.02(7)(a) or 11.02(7)(e), easements are required and shall be prepared as outlined in instructions prepared by the Real Estate Department.
- (g) Blanket Easements: Where underground primary and secondary distribution facilities for service to a mobile home park or a multiple occupancy project are located on a tract of land having one ownership and the easement area cannot be described without a detailed survey, a blanket easement covering the entire premises may be utilized at the discretion of the Division Engineer.

(8) Damage to Company's Equipment:

The Applicant shall be responsible to ensure that the Company's distribution system, once installed, is not damaged, destroyed, or otherwise disturbed during the construction of the project. This responsibility shall extend not only to those in Applicant's employ, but also to Applicant's subcontractors, and Applicant shall be responsible for the full cost of repairing such damage.

(9) Charges:

The Company shall not be obligated to install any facilities within a subdivision until satisfactory arrangements for the payment of applicable charges, if any, have been completed.

(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.

11.03 UNDERGROUND DISTRIBUTION FACILITIES FOR RESIDENTIAL SUBDIVISIONS AND DEVELOPMENTS.**(1) Availability:**

When requested by the Applicant, the Company will provide underground electric distribution facilities in accordance with its standard practices in:

- (a) recognized residential subdivisions of five or more building lots;
- (b) tracts of land upon which five or more separate dwelling units are to be located;
- (c) tracts of land upon which new multiple-occupancy buildings are to be constructed.

For building containing five or more dwelling units, see Part 11.06 of these Rules.

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(2) Contribution by Applicant (continued):

(c) Credits (not to exceed the "average differential costs" stated in Section 11.03) will be allowed where, by mutual agreement, the Applicant provides trenching and backfilling for the use of the Company's facilities in lieu of a portion of the cash payment described above. These credits, based on the Company's design drawings, are:

Primary and/or Secondary Systems, for each Foot of Trench.....	\$3.35
Service Laterals, for each Foot of Trench.....	\$3.35

(3) Point of Delivery:

The point of delivery shall be determined by the Company and will be on the front half of the side of the building that is nearest the point at which the underground secondary electric supply is available to the property. The Company will not install a service on the opposite side of the building where the underground secondary electric supply is available to the property. The point of delivery will only be allowed on the rear of the building by special exception. The Applicant shall pay the estimated full cost of service lateral length required in excess of that which would have been needed to reach the Company's designated point of service.

(4) Location of Meter and Socket:

The Applicant shall install a meter socket at the point designated by the Company in accordance with the Company's specifications. Every effort shall be made to locate the meter socket in unobstructed areas in order that the meter can be read without going through fences, etc.

(5) Development of Subdivisions:

The above charges are based on reasonably full use of the land being developed. Where the Company is required to construct underground electric facilities through a section or sections of the subdivision or development where service will not be required for at least two (2) years, the Company may require a deposit from the Applicant before construction is commenced. This deposit, to guarantee performance, will be based on the estimated total cost of such facilities rather than the differential cost. The amount of the deposit, without interest, in excess of any charges for underground service will be returned to the Applicant on a prorata basis at quarterly intervals on the basis of installations to new customers. Any portion of such deposit remaining unrefunded, after five (5) years from the date the Company is first ready to render service from the extension, will be retained by the Company.

(6) Relocation or Removal of Existing Facilities:

If the Company is required to relocate or remove existing overhead and/or underground distribution facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant. These costs shall include costs of relocation or removal, the in-place value (less salvage) of the facilities so removed, and any additional costs due to existing landscaping, pavement or unusual conditions.

(7) Other Provisions:

If soil compaction is required by the Governmental or permitting agency in right of way locations where Company trenching is done, an additional charge may be added to the charges set forth in this tariff. The charge will be estimated based on the Governmental or permitting agency's compaction specifications. The Company will not provide trench line soil compaction for the Applicant.

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11.04 UNDERGROUND SERVICE LATERALS FROM EXISTING SECONDARY ELECTRIC DISTRIBUTION SYSTEMS.

(1) New Underground Service Laterals:

When requested by the Applicant, the Company will install underground service laterals from overhead systems to newly constructed residential buildings containing less than five (5) separate dwelling units.

(2) Contribution by Applicant:

The Applicant shall pay the Company the following average differential cost between an overhead service lateral and an underground service lateral:

For Service Lateral up to 80 feet Duke Supplied and Installed Conduit\$641.00
For Service Lateral up to 80 feet Customer Supplied and Installed Conduit.....\$339.00

For each foot over 80 feet up to 300 feet Duke Supplied and Installed Conduit\$0.00 per foot
For each foot over 80 feet up to 300 feet Customer Supplied and Installed Conduit.....\$0.00 per foot

Service laterals in excess of 300 feet shall be based on a specific cost estimate.

The provisions of Paragraphs 11.03(3) and 11.03(4) are also applicable.

11.05 UNDERGROUND SERVICE LATERALS REPLACING EXISTING RESIDENTIAL OVERHEAD SERVICES:

Applicability:

When requested by the Applicant, the Company will install underground service laterals from existing overhead lines as replacements for existing overhead services to existing residential buildings containing less than five (5) separate dwelling units.

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.

Trenching:

The Applicant shall also provide, at no cost to the Company, a suitable trench or installed conduit and perform the backfilling and any landscaping, pavement, or other suitable repairs. If the Applicant requests the Company to supply the trench or remove any additional equipment other than the Service Lateral, the charge to the Applicant for this work shall be based on a specific cost estimate.

Contribution by Applicant:

The charge excluding trenching costs shall be as follows:

For Service Lateral\$1,762.00 per service

The Applicant may elect to provide and install conduit meeting current Company construction specifications at no cost to the Company in lieu of an open trench. The charge shall be as follows:

For Service Lateral\$1,522.00 per service

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11.06 UNDERGROUND DISTRIBUTION FACILITIES TO MULTIPLE-OCCUPANCY RESIDENTIAL BUILDINGS:

(1) Availability:

Underground electric distribution facilities may be installed within the tract of land upon which multiple-occupancy residential buildings will be constructed.

(2) Contribution by Applicant:

When feeder mains on tracts of land upon which multiple-occupancy buildings will be constructed are deemed necessary by the Company to provide and/or maintain adequate service, an underground installation is requested by the Applicant, or required by a governmental agency having the authority so to do, the Applicant shall contribute the differential costs provided in Section 10.3.2.b) and 10.3.3.c). There will be no contribution from the Applicant with respect to construction of underground distribution facilities other than feeder mains so long as the Company is free to construct such extensions in the most economical manner, and reasonably full use is made of the tract of land upon which the multiple-occupancy buildings will be constructed. Other conditions will require a contribution from the Applicant.

(3) Responsibility of Applicant:

- (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 the secondary points of delivery are to be located inside the building, the Applicant shall provide:
 - i. The vault or vaults necessary for the transformers and the associated equipment, including the ventilation equipment.
 - ii. The necessary raceways or conduit for the Company's supply cables from the vault or vaults to a suitable point five (5) feet outside the building in accordance with the Company's plans and specifications.
 - iii. Conduits underneath all buildings when required for the Company's supply cables. Such conduits shall extend five (5) feet beyond the edge of the buildings for joining to the Company's facilities.
 - iv. The service entrance conductors and raceways from the Applicant's service equipment to the designated point of delivery within the vault.

(3) Responsibility of Applicant (Continued):

- (c) Where the Company determines that the secondary points of delivery are to be located outside the building, the Applicant shall provide:
 - i. The transformer enclosure or space for pad-mounted equipment, if required.
 - ii. 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, and wholly on the Customer's property.

(4) Responsibility of the Company:

- (a) The Company will:
 - i. 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.
 - ii. Furnish and install the primary or secondary conductors from existing or proposed facilities adjoining the property to the point of delivery.
 - iii. Furnish and install the necessary transformers and associated equipment located either outside the building or in the vault(s) within the building.
 - iv. Be solely responsible for the installation, operation, and maintenance of all of its facilities.

(5) Service Voltage:

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

PART XII**CHARGES FOR CONVERSION OF EXISTING OVERHEAD TO UNDERGROUND ELECTRIC DISTRIBUTION
FACILITIES****12.01 DEFINITIONS:**

The following words and terms used under this Part shall have the meaning indicated:

- (1) Applicant: The Applicant is the person or entity seeking the undergrounding of existing or newly planned electric distribution facilities by the Company. When a developer requests local government development approval, the local government shall not be deemed the Applicant for purposes of these rules.
- (2) Commission: Florida Public Service Commission.
- (3) Cost Estimate Fee: A fee charged an Applicant by the Company for the purpose of preparing a cost estimate of the amount required for the Company to construct or convert particular distribution facilities as underground.
- (4) Company: Duke Energy Florida, LLC
- (5) Distribution Facilities: All electrical equipment of the Company required to deliver electricity to homes and businesses.
- (6) Facility Charge: That charge required to be paid by an Applicant for the Company to construct or convert particular distribution facilities as underground.
- (7) Overhead: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed above ground on supporting poles.
- (8) Underground: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed below ground or on the ground.

12.02 GENERAL:

- (1) Application:
Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these rules.
- (2) Applicant Request:
An Applicant shall submit a request in writing for the Company to develop a cost estimate to accomplish the undergrounding of particular electric facilities. The request shall be accompanied by an appropriate fee and shall specify the following information:
 - (a) the area(s) being sought to be undergrounded;
 - (b) a list of all electric customers affected;
 - (c) an estimated time frame for undergrounding to be accomplished;
 - (d) details of any construction by the Applicant; and
 - (e) any other pertinent information which the Applicant possesses that may aid the Company in preparing an appropriate cost estimate.

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12.03 INSTALLATIONS NOT COVERED:

The following types of electrical installations are not addressed in these rules:

- (A) Distribution lines, new or existing, in urban commercial area, urban residential area, rural residential area, or existing subdivisions will not be considered for undergrounding if sufficient permits or easements cannot be obtained. The request will not be considered unless all customers on both sides of the road or street who are served by the supply system to be undergrounded are included in the proposed conversion.
- (B) Distribution lines in new residential subdivisions. These installations are covered under "Rules of the Florida Public Service Commission", Chapter 25-6, Part V, "Rules for Residential Electric Underground Extensions", and the Company's "General Rules and Regulations Governing Electric Service", Part XI.
- (C) Individuals applying for undergrounding of service laterals from existing overhead lines. These applications will be covered by rules referenced in 12.03(B) above.
- (D) Electrical distribution circuits serving street or area lighting. Requests for undergrounding circuits of this category will be treated on an individual basis.

12.04 COST ESTIMATE FEES:

- (1) Non-Binding Cost Estimate Fee:

The Company will provide a non-binding cost estimate related to the request at no cost to the Applicant. Such estimate shall not have any guarantee as to its accuracy and shall not be binding upon the Company.

- (2) Binding Cost Estimate Fee

The following schedule of fees shall apply to the Applicant for engineering design time to establish a binding cost estimate by the Company for the request. Such fee shall be recognized as a credit in the Facility Charge determination if the Applicant enters into a construction contract within 180 days from date of receipt of the binding cost estimate. At the discretion of the Company, the time from submittal of the cost estimate to entering a contract may be extended beyond 180 days. A major scope change by the Applicant may require a new fee amount.

SCHEDULE OF BINDING COST ESTIMATE FEES

<u>Facility Classification</u>	<u>Fee</u>
Urban Commercial	\$4,234 per mile
Urban Residential	\$3,476 per mile
Rural Residential	\$2,549 per mile
Low Density Subdivision	\$ 15 per lot
High Density Subdivision	\$ 13 per lot

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12.05 CONSTRUCTION CONTRACT:

(1) GENERAL:

Upon acceptance by the Applicant of the binding cost estimate, the Applicant shall execute a contract with the Company to perform the construction of the underground distribution facilities. The contract shall specify the type and character of system to be provided; establish the Facility Charge to be paid by Applicant prior to commencement of construction; specify details of construction to be performed by Applicant, if any; and address any other pertinent terms and conditions including those described in Part (4) below.

(2) FACILITY CHARGE:

Charge = Remaining net book value of existing overhead facilities to be removed;

- plus, removal cost of existing overhead facilities;
- minus, salvage value of existing overhead facilities;
- plus, estimated construction cost of underground facilities including underground service laterals to residential customers meters or point of delivery for general service customers;
- minus, estimated construction cost of overhead facilities including overhead service drops to customers' meters;
- minus, qualifying binding cost estimate fee.

plus/minus, the net present value of the lifecycle operational costs differential including storm restoration.

The actual or estimated costs applied to the facility charge shall be consistent with the standards of the Company's approved Storm Protection Plan.

3) CONSTRUCTION BY APPLICANT:

If agreed upon by both the Applicant and the Company, the Applicant may construct or install portions of the underground system as long as such work meets the Company's engineering and construction standards. The Company will own and maintain the completed distribution facilities upon accepting the system as operational. The type of system provided will be determined by the Company's standards.

Any facilities provided by the Applicant will be inspected by Company inspectors prior to acceptance. Any deficiencies discovered as a result of these inspections will be corrected by the Applicant at Applicant's sole expense, including the costs incurred by performing the inspections. Corrections must be made in a timely manner by the Applicant, otherwise the Company will undertake the correction and bill the Applicant for all costs of such correction. These costs shall be added to the original binding estimate.

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(4) OTHER TERMS AND CONDITIONS**(a) Easements:**

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Facilities Conversions Agreement, the Applicant shall provide the Company, at no cost to the Company, all easements utilizing Company approved language and forms, 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 the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversions Agreement entered into between the Applicant and the Company.

(b) Scheduling, Clearing, and Grading:

Rights-of-way and easements suitable to the Company must be furnished by the Applicant in a reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstruction; staked to show property lines and final grade; and graded to within six (6) inches of final grade by the Applicant before the Company commences construction; all at no cost to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer, pullbox, and switch locations.

(c) Restoration:

All removal and restoration of buildings, roads, driveways, sidewalks, patios, fences, ditches, landscaping, sprinkler systems, and other utilities, etc., shall be the full responsibility of the Applicant and shall cause no cost to the Company. Removal of all construction debris not belonging to the Company shall be the responsibility of the Applicant.

(d) Other Joint Users on the Company Poles:

Prior to construction, the Applicant must make arrangements with any other joint users of the Company's poles to remove their facilities at no cost to the Company. The Applicant shall produce, if requested by the Company, executed agreements with all joint users guaranteeing this requirement. During construction, the Company will undertake coordination efforts directly with the joint users where required for removal of their facilities.

(e) Affected Electric Customers:

Prior to construction, the Applicant must make arrangements with all affected Company customers to prepare their premises and service entrance in a timely manner for underground service. All customers affected by the undergrounding request must agree to accept underground service. These customers' conversions will be at no cost to the Company. During construction, the Company will undertake coordination efforts directly with affected customers for their transfer to underground service.

(f) Damage to the Company's Underground Facilities:

The Applicant shall be responsible to ensure the Company's distribution facilities are not damaged, destroyed, or otherwise disturbed during construction. This responsibility shall extend not only to those in Applicant's employ, but also to Applicant's subcontractors, and Applicant shall be responsible for the full cost of repairing such damage.

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(4) Governmental Undergrounding Fee

- (a) The Company will bill a monthly Governmental Undergrounding Fee to electric customers located in the Underground Assessment Area established by the local government. The Governmental Undergrounding Fee shall be based on a uniform percentage of customers' total net charges for electric service calculated to produce the Annual Recovery Amount, net of regulatory assessment fees, if any. Except as provided in Paragraph 2(a) of this Section 12.06, the total Governmental Undergrounding Fee billed to a customer's account (irrespective of the number of Underground Assessment Areas in which the customer may be located) shall not exceed the lesser of (i) 15 percent of the customer's total net electric service charges, or (ii) a maximum monthly amount of \$30 for residential customers and \$50 for each 5,000 kilowatt-hour increment of consumption for non-residential customers. The maximum monthly amount shall apply to each line of billing in the case of a customer receiving a single bill for multiple service points, and to each occupancy unit in the case of a master metered customer.
- (b) The application of a Governmental Undergrounding Fee based on a higher percentage or maximum monthly amount than specified in Paragraph 4(a) of this Section 12.06 shall require approval of the Florida Public Service Commission.
- (c) The Governmental Undergrounding Fee shall be recalculated for each 12-month period during its effectiveness following the initial annual period. The recalculation shall be based on the Company's most current projections for the upcoming period, and shall include a true-up adjustment based on the difference between projected and actual recovery for the prior 12-month period.

(5) Optional Utility Financing

At the option of the local government, the Company may provide financing for the Facility Charge and Governmental Cost of the undergrounding project, subject to any limitation on the funds made available for such purpose at the Company's discretion. Upon request, the Company will advise the local government at the time the binding cost estimate is presented pursuant to Paragraph 12.04(2) of this Part XII whether sufficient funds are available at that time to finance the cost of the undergrounding project. The interest rate applicable to such optional financing will be determined by the Company commensurate with normal risk considerations such as the credit worthiness of the local government, the total cost subject to financing, the expected duration of the undergrounding project, and any other identifiable risks associated with financing the project.

(6) Customer Notification

At least 30 days prior to the execution of a Local Government Underground Cost Recovery Contract pursuant to Subsection (7) of this Section 12.06, the local government shall mail a notice to each electric customer located within the proposed Underground Assessment Area stating its intention to recover the cost of the underground conversion project in question through a Governmental Undergrounding Fee on the customer's electric bill. The notice shall include, at a minimum, (i) a description of the underground conversion project, (ii) an estimate of the Governmental Undergrounding Fee (as a percentage of total net electric charges) and the maximum monthly amount, (iii) the month in which billing of the Fee is expected to commence, (iv) the number of years over which the Fee is to be imposed, and (v) a postage-prepaid form on which the customer may submit comments to the local government.

(7) Underground Cost Recovery Contract

The local government shall enter into a contract with the Company, the form of which has been approved by the Florida Public Service Commission or its staff, establishing the specific terms and conditions for underground capital cost recovery consistent with the provisions of this Section 12.06.



INDEX OF RATE SCHEDULES

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SC-1	Service Charges	6.110
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RSL-2	Residential - Load Management - Winter Only - (Optional)	6.135
RST-1	Residential Service (Optional Time of Use)	6.140
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GSD-1	General Service - Demand	6.170
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GSLM-1	General Service - Load Management (Optional)	6.220
GSLM-2	General Service - Load Management - Standby Generation	6.225
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CS-3	Curtailable General Service Fixed Curtailable Demand	6.2390
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CST-3	Curtailable General Service (Optional Time of Use) Fixed Curtailable Demand	6.2490
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TS-1	Temporary Service	6.330
CISR-1	Commercial/Industrial Service Rider	6.360
PPS-1	General Service – Premier Power Service Rider	6.370
ED-2	Economic Development Rider	6.382
FB-1	Optional – Fixed Bill Program	6.390
SOL-1	Shared Solar Rider – Experimental Pilot Program	6.395
NSMR-1	Optional - Non-Standard Meter Rider (AMI Opt-Out)	6.400
FCF-1	Public Charging for Electric Vehicles	6.405



INDEX OF STANDARD CONTRACT AND OTHER AGREEMENT FORMS

FORM NO	DESCRIPTION	SHEET NO.
Form No. 1	Contract, Form No. 1 (after 11/21/98, applicable only to a Customer who requires this type form be executed for service under Rate Schedule LS-1, Lighting Service. Form No. LS-1HPS shall normally be used for application for service under LS-1).	7.010 - 7.011
Form No. 2	Contract Form No. 2 (applicable when service is provided under Company General Service Rate Schedules and special contract terms or investments in special facilities are required and furnished by the Company to provide service to the Customer).	7.020 - 7.021
IS-2 DISC	Interruptible General Service Rate Schedules IS-2 and IST-2 Risk Disclosure	7.025
CS-2 DISC	Curtable General Service Rate Schedule CS-2 and CST-2 Risk Disclosure	7.027
Form No. 5	Contract, Form No. 5 (applicable when a contract is made between the Company and the Customer to cover advances by the Customer for construction).	7.030
DVLP DIST	Agreement for Electric Service Between Duke Energy Florida, Inc. (the "Utility") and _____ (the "Applicant") (applicable when a developer requests the Company to install a distribution system for a new development).	7.050
MUNI UG	Local Government Underground Cost Recovery Contract (applicable when a Local Government wishes to contract with the Company to provide for recovery of costs to underground service).	7.060 – 7.063
PEFI LSA	Leave Service Active Agreement (applicable to Customers who wish service to be left active on rental units, regardless if they are occupied or not).	7.070 - 7.071
3RD PRT	Request for Third Party Notification (applicable to Customers who request the Company to notify another person that their bill is overdue).	7.090
LS-1	Lighting Service Contract.	7.110 - 7.113
PEFI TOU	Application for TOU Rate (applicable to Customers requesting time of use rates).	7.120
PEFI GSLM	Rate Schedule GSLM-1 Customer Agreement (applicable to Customers requesting General Service Load Management).	7.150
MSTR MTR	Standard Letter Agreement (applicable to master metered Customers indicating understanding of rules and regulations affecting resale of electricity).	7.160
EQP RNTL	Standard Letter Agreement (applicable to Customers who request additional facilities at their service location).	7.170
GUAR CNTR	Guarantee Contract (applicable when a third party guarantees payment for another individual's billing).	7.180
STRT LTS	Agreement to Purchase and Sell Street Lighting System and to Furnish and Receive Electric Service	7.190 - 7.192
RES DEP	Residential Deposit Release - Releases current customer's deposit to new customer who then assumes responsibility for all payments of account.	7.220 - 7.221
PWR PAY	Power Pay - Customers bill is automatically paid from their checking account.	7.230
CISR	Contract Service Arrangement for service under the Commercial/Industrial Service Rider.	7.250 - 7.253
PPS	Premier Power Service - Contract signed by the customer requesting backup service through the Premier Power Service rate schedule.	7.270 - 7.273
NMRG - Tier 1	Standard Interconnection Agreement for Tier 1 Customer Owned Renewable Generation	7.310 - 7.313
IC APP –Tier 1	Application for Interconnection for Tier 1 Customer Owned Renewable Generation	7.317-7.317
NMRG - Tier 2	Standard Interconnection Agreement for Tier 2 Customer Owned Renewable Generation	7.320 - 7.323
NMRG – Tier 3	Standard Interconnection Agreement for Tier 3 Customer Owned Renewable Generation	7.330 - 7.333
IC APP –Tier 2,3	Application for Interconnection for Tier 2 and 3 Customer Owned Renewable Generation	7.337-7.337
ECON DEV	Economic Development Rider Service Agreement	7.500

Company will prepare a workpaper showing the calculation of the Governmental Undergrounding Fee (attached hereto as Attachment C and incorporated herein by its reference).

2. The parties agree that if the Local Government desires to apply a Governmental Undergrounding Fee based on a higher percentage or maximum monthly amount than specified in paragraph (D)(1) above, then the parties shall jointly petition the Florida Public Service Commission for approval of such increased amount. Absent such approval, the amounts for the Governmental Undergrounding Fee shall not be set above those maximum amounts.
3. The Governmental Undergrounding Fee shall be recalculated for each twelve (12) month period during its effectiveness following the initial annual period. The recalculation shall be based on the Company's most current projections for the upcoming period, and shall include a true-up adjustment based on the difference between projected and actual recovery for the prior twelve (12) month period. The first annual true-up period for this Contract shall begin with the first billing cycle for the month following the implementation of the billing for the Governmental Undergrounding Fee.
4. No later than the twentieth (20th) day of the following month, the Company shall pay the Local Government the aggregated total Governmental Undergrounding Fee that the Company has collected from each customer in the Underground Assessment Area. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) calendar days after the due date without good cause shall be subject to interest at the 30-day commercial paper rate per annum.

E. Customer Notification:

1. At least thirty (30) calendar days before the execution of this Contract, the Local Government shall mail a notice to each electric customer located within the proposed Underground Assessment Area stating the Local Government's intention to recover the cost of the underground Conversion project in question through a Governmental Undergrounding Fee on the customer's electric bill. The notice shall include, at a minimum: (i) a description of the underground Conversion project; (ii) an estimate of the Governmental Undergrounding Fee (as a percentage of total net electric charges) and the maximum monthly amount; (iii) the month in which billing of the Governmental Undergrounding Fee is expected to commence; (iv) the number of years over which the Governmental Undergrounding Fee is to be imposed; and (v) a postage-prepaid form on which the customer may submit comments to the Local Government. The actual notice sent to the customers is attached to this Contract as Attachment D.
2. The Local Government warrants and represents that it has timely completed the obligation referenced in the above paragraph by timely mailing the requisite notice to all required customers.
3. The Local Government recognizes that the Company will direct any and all questions from customers regarding this Contract and the creation of the Underground Assessment Area to the Local Government, specifically _____ (insert name of person or department).

F. Assignment:

The Local Government shall not assign, delegate or otherwise dispose of all or any portion of the Contract (including any benefits or obligations hereunder) without the prior written consent of the Company. Upon prior written notice and with the consent of Company (such consent not to be unreasonably withheld), the Local Government may assign the Contract. The Company, in Company's sole discretion, may require any Company approved Local Government assignee to execute a new contract and agree to all the requirements of the new contract prior to approval of the assignment request. Any attempted assignment or delegation without the Company's prior written consent shall be ineffective and void. The terms and conditions of this Contract shall be binding upon and inure to the benefit of any and all successors and/or assigns of the Company. The terms and conditions of this Contract shall be binding upon and inure to the benefit of any and all successors and/or approved assigns of the Local Government. Notwithstanding any provision herein, the Agreement shall not confer or be construed in any manner to confer, directly or indirectly, any rights, privileges, benefits, and/or remedies, upon any parties other than the parties hereto and their respective successors and/or permitted assigns.

(Continued on next page)



G. Miscellaneous:

1. In executing this Contract, 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 Local Government or any assignee of this Contract.
2. This Contract shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Tariff as may be modified, revised, supplemented, changed, or amended from time to time. In the event of any conflict between the terms of this Contract and the provisions of the Tariff, the provisions of the Tariff and any applicable Florida Public Service Commission rules shall control, as hereafter revised, amended, or supplemented.
3. The Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements, as may be applicable, are incorporated by reference.
4. This Contract contains the entire agreement of the Company and Local Government relating to the subject matter herein and supersedes all previous and contemporaneous agreements, understandings, usages of trade, courses of dealing or representations, either written or oral, heretofore in effect between the Company and the Local Government.
5. This Contract may only be modified by a written agreement signed by both the Company and the Local Government expressly modifying the Contract. All provisions of the Contract providing for indemnification or limitation of or protection against liability shall survive the termination, cancellation, or expiration of the Contract.
6. This Contract shall terminate when the Company has fully collected the Government Cost and the Facility Charge from customers located in the Underground Assessment Area.

IN WITNESS WHEREOF, the Local Government has executed this Contract the day and year first written above.

LOCAL GOVERNMENT

COMPANY

Signature of Local Government or Authorized Representative

Signature of Company Representative

Printed Name of Local Government Representative

Printed Name of Company Representative

Title of Authorized Representative

Title of Company Representative



REVERT TO OWNER AGREEMENT

The undersigned hereby agrees to participate in and authorizes Duke Energy Florida, LLC (“Duke Energy”) to enroll the below specified properties in the Duke Energy Revert to Owner Program (the “RTO Program”) subject to the terms and conditions set forth in this Revert to Owner Agreement (the “RTO Agreement”).

1. Property Owner(s), Authorized Representative and Account Information.

Legal Name of Owner(s) (“Owner”): _____

Authorized Representative of Owner: _____. If different from Owner, please attach power of attorney or other authorization to act on behalf of Owner. Hereinafter Owner and its authorized representative may be collectively referred to as the “Customer.”

Account name to revert to during periods of non-tenancy (the “RTO Account”): _____

Mailing Address: _____

Federal Tax ID: _____ or Social Security # _____

Contact Name _____ Contact Phone _____

Email Address: _____

2. Program Description. For properties that have been enrolled in the RTO Program, when a resident of an enrolled property requests disconnection of electric service to the unit, service to the unit will not be disconnected. Instead, Duke Energy will read the meter and automatically transfer the account to the Customer’s RTO Account specified above; provided however, the service will not be automatically transferred to the RTO Account under any of the following circumstances:

- a. if service to the premises has been disconnected for nonpayment of a bill or for violation of Duke Energy’s Terms of Service (as defined below);
- b. if an inspection is required by local government;
- c. if improper changes are made to the electrical wiring at the premises or if Duke Energy’s meter or other equipment serving the premises has been tampered with; or
- d. If Duke Energy determines in its reasonable discretion that the premises or the use of electricity at the premises in violation of Duke Energy’s Terms of Service.

3. Obligation of Customer. The Customer shall be responsible for all electric energy used on the premises of an enrolled property at all times during which the account has reverted to the RTO Account specified in this RTO Agreement, subject to and in accordance with Duke Energy’s Terms of Service for the applicable account.

4. Enrolled Addresses. Each of these property addresses: _____ will be enrolled addresses and will revert to the RTO Account pursuant to the terms of the RTO Program.

5. Management of Enrolled Properties. The Customer shall be responsible for keeping the property list in the RTO Agreement up to date, including by adding new properties or removing properties that are no longer subject to the RTO Program due to sale or any other reason. Adjustments to the property list may be made by owner or its designated property manager through an on-line self-service tool (the “Landlord Experience”) or by contacting a Customer Care Specialist. An email address is required to participate in the RTO Program.

(Continued on next page)



6. **Terms of Service; Governing Law.** This Agreement is subject to the applicable rate schedules and the terms and conditions for electric service (the "Terms of Service") filed by Duke Energy with the Florida Public Service Commission (the "Commission") and other applicable rules, laws and regulations issued by the Commission or any federal, state or local governmental entity with jurisdiction over Duke Energy and the subject matter hereof (collectively, the "Governing Law"). In the event of any conflict between any term of this RTO Agreement and any applicable Governing Law, the Governing Law will prevail.
7. **Terms and Conditions.** This RTO Agreement shall be subject to the Terms and Conditions attached hereto as Exhibit "A" or any replacement thereto, which is incorporated herein by reference.
8. **Term.** This RTO Agreement shall be effective when signed by Customer and submitted to Duke Energy and shall remain in effect until terminated by Customer or Duke Energy in writing. Customer or Duke Energy may terminate this Agreement at any time by providing thirty (30) days written notice to the other party. The failure of Customer to recertify any enrolled address on a periodic (biennial) basis in accordance with the Terms and Conditions or as requested by Duke Energy from time to time may result in the removal of one or more enrolled addresses as determined by Duke Energy in a commercially reasonable manner.
9. **Representations and Warranties.** As of the date hereof and during the term of this RTO Agreement the undersigned Customer represents and warrants the following:
 - a. such party has the capacity, authority, and power to execute, deliver, and perform under this RTO Agreement;
 - b. this RTO Agreement constitutes legal, valid, and binding obligations enforceable against the Customer;
 - c. the person who executes this RTO Agreement on behalf of Customer has full and complete authority to execute and bind the Owner to this RTO Agreement as an authorized representative of the Owner;
 - d. Customer is acting on its own behalf and has made its own independent decision to bind itself under this RTO Agreement; and,
 - e. Customer has completely read, fully understands, and voluntarily accepts every provision of this RTO Agreement.
10. **Electronic Signature.** By either signing and submitting this agreement, or by clicking "Accept Terms and Conditions" within the online enrollment process, the Customer hereby acknowledges and agrees that this RTO Agreement shall be deemed to be fully executed. Customer acknowledges and agrees that Customer's electronically applied and/or transmitted signatures shall have the same effect as manually applied or transmitted signatures.

Exhibit A
Terms and Conditions:

The Customer shall provide the Company with a valid email address to be eligible to participate in the RTO Program.

A self-service, online tool (the "Landlord Experience") will be provided by Duke Energy for use by Customers to enroll and manage properties participating in the RTO Program. The Customer is encouraged to use the Landlord Experience to enroll, manage and update its properties participating in the RTO Program; provided however, the Customer may request the assistance of Duke Energy's customer service representatives by contacting Duke Energy at the number specified in this RTO Agreement.

The Customer agrees to use the same Customer name on all enrolled accounts and to provide Duke Energy with a complete mailing address for each served premises. The Customer agrees to keep all account information current, which includes, but is not limited to, the items contained herein.

The Customer shall be obligated to pay any security deposit required under the Terms of Service including without limitation, in the event that a property enrolled in the RTO Program has been disconnected for non-payment while active in the Customer's name. All security deposits may be applied to amounts owed to Duke Energy or returned to Customer in accordance with the Terms and Service.

When a tenant requests a disconnect of service, Duke Energy will obtain a meter reading and automatically transfer the service from the tenant's name to the Customer's RTO Account. When a tenant requests a connect of service, Duke Energy will obtain a meter reading and transfer the service from the Customer's RTO Account to the tenant's name.

The Customer is responsible for recertifying the enrolled properties that it desires to continue in the RTO Program every 24 months from the date of the first enrollment. Failure of Customer to recertify any enrolled property within 24 months of its initial enrollment or recertification, may result in Duke Energy removing the un-recertified properties from the RTO Program. Provided however, removal of the un-recertified properties from the RTO Program does not terminate the service at the property; therefore, the Customer will still be responsible for charges while the property is active in the name of the Customer

Nothing stated herein shall be deemed to modify, rescind or alter in any way any agreement or contract for electric service or other agreement between Duke Energy and Customer which shall remain in full force and effect according to their respective terms.

Duke Energy reserves all rights under its Terms of Service or any applicable Governing Law, including without limitation, the right to disconnect service to Customer following proper notice, in the event Customer fails to timely remit payment for electric service, fraudulently obtains electric service or otherwise violates any applicable Governing Law, Commission rule or order or the Terms of Service.

Customer's failure to comply with any of the conditions of this RTO Agreement may result in the termination of this RTO Agreement and the immediate removal of all of Customer's enrolled accounts from the RTO Program as determined by Duke Energy in its reasonable discretion. Customer will be sent written notification of any such termination to the mailing address or email address specified in this RTO Agreement or any updated address provided by Customer to Duke Energy in writing.



DEF LIGHTING SERVICE AGREEMENT
<<Jurisdiction Address>>

Account Information:

<<Customer Name>> _____
<<CUST_ADDRESS 1>> _____
<<CUST_ADDRESS 2>> _____
<<CITY>> _____ <<ST>> _____ <<ZIP>> _____

Project Information:

<<Site Name>> _____
<<SERVICE ADDRESS 1>> _____
<<CITY>> _____ <<ST>> _____ <<ZIP>> _____

Account Number:

<<ACCOUNT>> _____

Work Order Number:

<<WO NUMBER>> _____

Customer Contact Information:

<< Requested By >> _____
<< Email >> _____
<< Phone Number >> _____

Duke Energy Representative Contact Info:

<< Name >> _____

This Lighting Service Agreement is hereby entered into this <<DAY>> day of <<MONTH>>, 20 <<YY>>, between Duke Energy Florida (hereinafter called the "Company") and << Customer Name >> (hereinafter referred to as the "Customer") for lighting service at the above location(s), once signed by the Customer and an authorized Duke Representative. The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS-1 and Service Regulations, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement (identified below) under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the FPSC.

The customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the customer for damage. The Company shall not be obligated to provide the service during any such interruption, suspension or failure, and Duke shall not be liable for any damage or loss resulting therefrom. The Company will replace or maintain the fixture during regular daytime working hours following notification by the Customer.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated. It is further agreed that The Company reserves the right to discontinue service and remove the fixtures from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative _____

Date Signed _____

(Continued in Next Page)



Summary of Estimated Charges

Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	On going Charge post Term
10 Years	<<Initial Monthly Cost>>	<< Total One Time Charges >>	<< Initial Term Cost >> + << Total One Time Charges >>	<< Post Term Monthly Charge>>

Monthly Base Charges

Service Required	Quantity	Product Description Fixtures and Poles	Per Unit			Unit Total	Sub-Total
			Equipment Rental**	Maintenance	Energy		
<< Add_Remove>>	<< CU Quantity >>	<< CU Description >> <<Agreement Number>>	<< CU Equipment Unit Charge >>	<< CU Unit Maintenance Charge >>	<<CU Unit Energy Charge >>	<< CU Monthly Price >>	<< CU Monthly Subtotal >>
		Rental, Maintenance, F&E Totals:	<< Agreement Equipment Subtotal >>	<< Agreement Maintenance subtotal >>	<<Agreement Energy subtotal >>		
Estimated Change to Base Monthly Charge Total							<< Total Monthly Base Charge >>

Additional Monthly Charges

Service Required	Quantity Required	Description	Unit Price	Sub-Total
<< Add_Remove>>	<< CU Additional Charge Quantity >>	<< CU Additional Charge Description >> <<Agreement Number>>	<< CU Additional Monthly Unit Charge >>	<< CU Additional Monthly Subtotal >>
Estimated Change to Additional Monthly Charge Total <i>excludes any applicable taxes, franchise fees or customer charge</i>				<< Total Additional Monthly Charge >>

One Time Charges

Quantity Required	One Time Charge Description	Unit Price	Sub-Total
<< One Time Quantity >>	<< One Time Charge Description >> <i>Ex: Includes Construction Costs or possible Early Termination charges for removals</i>	<< One Time Charge Unit Charge >>	<< One Time Charge Sub-Total >>
Total Estimated One Time Amount			<< Total One Time Charges >>

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

(Continued in Next Page)



Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge:	
Non-fuel Energy Charge	
Plus the Cost Recovery Factors listed in	
Rate Schedule BA-1, Billing Adjustments**,	
except the Fuel Cost Recovery Factor and	
Asset Securitization Charge Factor:	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
5. The Company does not guarantee continuous lighting service 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. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

(Continued in Next Page)



8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.
15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

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19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.



PREMIER POWER SERVICE CONTRACT

The undersigned (hereinafter "the Customer") hereby applies to Duke Energy Florida, LLC (hereinafter "the Company") for backup electric services to the Customer's _____ (hereinafter "the Customer's Facility") located in _____ County, Florida, to be provided by on-site equipment installed, owned, operated and maintained by the Company for the purpose of continuing the supply of electricity to the Customer's Facility in the event the Customer's normal electric supply is interrupted and assisting the Company in meeting peak demands on the Company's system during periods of critical capacity conditions or for other system benefits (hereinafter "the Services"). The Services shall be rendered in accordance with the terms of the Company's Premier Power Service Rider, Rate Schedule PPS-1 (hereinafter "the PPS Rider," which is hereby incorporated into this Contract by this reference), as approved or subsequently revised by the Florida Public Service Commission, which is hereby incorporated into this Contract by this reference (a copy of the currently effective PPS Rider is attached hereto), and the following terms and conditions:

1. Effective Date

This Contract shall become effective upon the acceptance hereof by the Company, evidenced by the signature of its authorized representative appearing below, which, in conjunction with the PPS Rider and, subject to the terms of this Contract, the technical specifications described in the Company's proposal letter dated _____, 20____, shall constitute the entire agreement between the Customer and the Company with respect to provision of the Services. In the event of any conflict between the Company's proposal letter and the PPS Rider, in conjunction with this Contract, the PPS Rider, in conjunction with this Contract shall prevail.

2. Eligibility

The Customer must provide evidence of creditworthiness sufficient to establish reasonable assurance of their ability to meet their financial obligations for the services provided in this Contract as specified in the PPS Rider. In the event that the Customer does not provide such evidence of creditworthiness, or does not provide an alternative form of credit support as specified by the PPS Rider, the Customer is not eligible for the services provided in this Contract.

3. Term of Contract

The term of this Contract is from _____, 20____, or from the date the Services are first provided hereunder, whichever is later and continuing until _____, months after the date services are first provided.

4. Customer Payments

The Customer's Monthly Service Payment determined in accordance with the PPS Rider shall be \$_____, exclusive of present or future federal, state, municipal or other sales, use, gross receipts, or property tax, or similar charge with respect to the Services, which the Customer shall also pay. If the Customer fails to pay any amount owed the Company hereunder when due, such past due amounts shall accrue interest at the rate of 18% per annum or the maximum legal rate, whichever is lower. 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, the Company may suspend the Services to the Customer. In the event that the Customer fails to pay any past due amounts for a period of sixty (60) days, the Company shall have the right to access and remove the facilities at the Customer's expense. In such a circumstance, the Customer shall be responsible for paying a Termination Fee as more fully described in Section 8 below. Additionally, the Customer shall be liable to the Company for any attorney fees or other costs incurred in collection of this payment or any other amount due under this Contract. The Company shall have the right to proceed against any credit support provided by the Customer in connection with the Contract if the Customer fails to meet its obligations under this Section 4. The Customer's obligations under this Section 4 shall survive the termination or cancellation of this Contract.

5. Provision of Services and Installation Schedule

The Company shall furnish labor, supervision, equipment, materials and transportation reasonably necessary to provide the Services. The Company shall be entitled to rely on the accuracy of any information provided by the Customer, which information is warranted by the Customer to be accurate and correct. Such information shall include, but is not limited to, the information the Customer is required to provide as described in Section 5 below. In the event of any unforeseen difficulties in performance of the Services due to conditions at the work site or due to the inaccuracy of any information relied upon by the Company, the Customer shall be liable and reimburse the Company for any increased costs or expenses incurred by the Company as a result of such difficulties, and the Monthly Service Payment, the Company's proposal letter, and Contract Term shall be equitably adjusted to compensate Company for any additional or increased work or time the Company may be required to incur. The Company shall exercise commercially reasonable efforts to commence the Services. The completion schedule for providing the Services shall be equitably adjusted to compensate the Company for any such unanticipated delays or delays to the installation or startup of the facilities for any reasons beyond the fault and neglect of the Company.

(Continued on next page)

6. Customer Responsibilities

The Customer shall provide a location on its premises for installation of the Company's facilities, any necessary access to the work site, as well as a reasonable lay-down area to perform the Services. Further, the Customer shall, so long as is necessary to provide the Services, provide access to the Company, upon reasonable notice to Customer (except in the case of an emergency, declared by the Company, in its sole discretion, in which case the Customer agrees that the Company has permission to access the Company's facilities without any prior notice to the Customer), for operation, maintenance and repair of the Company's facilities. Accordingly, the Customer shall be obligated, at its sole expense, to keep the premises on which the Company's facilities are located free and clear of anything that may impair the operation, maintenance and repair of such facilities or cause damage to the Company's facilities. In the event that the Customer fails to keep the premises on which the Company's facilities are located free and clear as described herein, the Company shall provide notice to the Customer of the Customer's failure to do so. If the Customer has not fully satisfied its obligation as described herein within five (5) business days of its receipt of such notice, the Company may either (i) suspend the Services to the Customer or (ii) clear the premises on which the Company's facilities are located on of anything that may impair the operation, maintenance and repair of such facilities. In the event that the Company chooses option (ii) above, the Customer shall be liable and reimburse the Company for all costs associated with the work performed.

Any delays or additional cost incurred by Company because of inadequate access to the work site shall be grounds for an equitable adjustment in the schedule and the Monthly Service Payment. The Company shall have the right to suspend the Services or adjust the schedule accordingly in the event that there is inadequate access to the work site, or if any required information is not promptly provided, or in the event that the safety of any person or property might be jeopardized by continuing with the Services. The Customer shall provide, at no cost to the Company, any plans, specifications, drawings or information that may be necessary or useful in the performance of the Services. The Customer will ensure that all Occupational Safety and Health Act requirements are adhered to for the area where any Company equipment in support of the Services is to be based. In the event of damage to Company owned equipment that is caused by the Customer or the Customer's agents, or any other cause not due to the fault or neglect of the Company the Customer agrees to pay all repair or replacement costs associated with the damage.

7. Permits and Regulatory Requirements

Other than acquiring its general business license, which the Company shall obtain and maintain, the Customer shall be responsible for obtaining any license or permit required of the Company in the Company's name to enable it to provide the Services. The Customer assumes the risk and responsibility for such compliance (including any changes to such requirements), and for securing such permits, licenses, and approvals from the proper authorities, and for paying any associated costs or fees should compliance with any laws,

rules, regulations, or ordinances of any federal, state, or local authority, or of any agency thereof (including, but not limited to, certification to do business as a foreign corporation) require any changes in the Services; or should any permits, licenses, or approvals of plans and specifications for the Services or should any permits, licenses, or approvals for the installation or use thereof be required.

8. Installed Equipment

The Customer agrees that any equipment installed on the Customer's premises for the express purpose of providing the Services is and will remain the sole property of the Company until such time as the Customer may wish to exercise its purchase rights set forth in Section 9 below. The Company reserves the right to modify or upgrade equipment as the Company deems necessary, in its sole discretion, for the continued supply of these Services. If equipment modifications or upgrades are requested by the Customer, however, any such modifications or upgrades will be at the Customer's expense.

9. Early Termination of Contract

The Customer has the right to terminate this Contract before the entire Contract Term has expired, provided that the Customer a) notifies the Company in writing a minimum of 60 days prior to termination of the Services and b) pays a Termination Fee. The Termination Fee will be calculated by taking the sum of the Customer's payments remaining in the Contract Term, adding an estimated removal cost, and subtracting therefrom the sum of avoided costs, including but not limited to maintenance costs, if any, and the estimated salvage value as reasonably determined by the Company. In the event of any termination of this Contract before the end of the Contract Term, the Company shall also be compensated for all Services provided to Customer prior to the effective date of termination, and for all costs reasonable incurred by the Company in preparation for the providing of Services prior to the effective date of any termination of this Contract or any termination of Services being provided pursuant to this Contract. If the Customer fails to maintain necessary credit support, if any, Company shall have the right to terminate the Contract, exercise any rights thereunder, and proceed against any credit support provided by the Customer in connection with the Contract.

10. End of Contract

At the end of the Contract Term the Customer shall have the option to a) renew the terms of this Contract for an agreed upon period at an agreed upon price between the Company and the Customer, b) purchase equipment, if any, that has been installed on Customer's premises at an agreed upon price, or c) terminate this Contract which will require removal of any equipment owned and installed by the Company for the purpose of providing the Services. If the Company does not receive Customer's written confirmation as to which option is being selected within 60 days prior to the end of the Contract Term or if options (a) or (b) are selected but the parties have failed to reach agreement upon the renewal term or the price to be paid, Customer will be deemed to have selected option (c) to terminate.

(Continued on next page)

11. Warranty

The Company warrants that Services shall be performed in accordance with generally accepted industry practices. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE, AND NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, SHALL APPLY.

The Customer warrants that the premises on which the Company's facilities are to be located is suitable for the location of such facilities. The Customer further warrants that the placing of such facilities on such premises complies with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state or local governmental requirements.

12. Limitation of Liability and Indemnification

Notwithstanding anything herein to the contrary, neither the Company nor its employees, its subcontractors or suppliers shall be liable for any direct, indirect, general, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder. Further, notwithstanding anything herein to the contrary, in no event shall the Company's liability arising out of or in connection with the performance or non-performance of the Services exceed the Customer's payments received by the Company pursuant to Section 3 above. The provisions of this Section 11 shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise.

The Customer shall arrange its electrical requirements to ensure that the electrical requirement to be supplied when normal service is interrupted will not be greater than the generation capacity. Accordingly, in no event shall the Company be liable for any claims, damages, cost, expenses or causes of action arising out of the failure of the Customer to so arrange its electrical requirements. Further, the Customer shall indemnify, defend and hold harmless the Company from any claims, liabilities, obligations, damages, costs and expenses (including, but not limited to, reasonable attorney's fees) or causes of action of whatsoever kind or nature for injury or death to any person and for damage to or destruction of property, to the extent resulting from the failure of the Customer to so arrange its electrical requirements.

13. Force Majeure

Except for the Customer's obligation to pay the Company any sum of money owed the Company hereunder, neither party shall be liable for its failure to perform hereunder if such failure is due to any act or circumstance beyond the reasonable control, and not due to the fault or neglect of, of the party claiming the event of force majeure including, but not limited to the following acts or circumstances: (i) act(s) of God, (ii) war or wars, (iii) government regulation by a governmental authority having jurisdiction (including, but not limited to, any law, rule, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency), (iv) act(s) or threatened act(s) of terror, including, but not limited to any acts by organized groups of terrorists or any acts of a public enemy (v) disaster(s) (including, but not limited to, hurricane, tornado, tropical storm, earthquake, or major storm), (vi) any pandemic, epidemic, pestilence, plague, or outbreak, (vii) strike, lockout, or industrial disputes, (viii) civil disorder, riot, or disturbance of the peace, (ix) any third party act for which the party who fails to perform is not responsible, or (x) any other condition or circumstance, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances) beyond the reasonable control and fault of the party claiming the force majeure event.

In the event that either party is rendered unable, wholly or in part, by reason of an event of force majeure to perform any obligations set forth in the Contract, other than the Customer's obligation to pay a sum of money owed hereunder to the Company, then such party shall give the other party written notice and reasonably full particulars of such event as soon as practicable after the occurrence thereof, and thereafter, the obligations of both parties shall be suspended to the extent and for the period of such force majeure condition and such cause shall be remedied with all reasonable dispatch. Settlement of strikes and lockouts shall be entirely within the discretion of the party affected and the requirement that any event of force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the parties directly or indirectly involved in such strikes or lockouts when such course is inadvisable in the discretion of the party having such difficulty.

To the extent the force majeure event causes a delay or an increase in costs or expenses to the Company, the Customer shall be liable to the Company for all increased costs and expenses incurred by the Company as a result of such force majeure event. In no event shall the Company be responsible for any damages arising out of any failure to perform or delay arising as a result of such force majeure event.

14. Non-Waiver

The failure of either party to insist upon the performance of any term or condition of this Contract 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.

15. Regulatory Authority and Governing Law

The Services provided under this Contract are subject to the regulatory authority of the Florida Public Service Commission (hereinafter "the FPSC"), and shall also be governed by the laws of the State of Florida. This Contract is subject to changes or substitutions, either in whole or in part, made from time to time by order of the FPSC, and each party to this Contract reserves the right to seek approval of such changes or substitutions, in accordance with law, from the FPSC. Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith.

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16. Dispute Resolution

The Company and the Customer shall endeavor to resolve any claim or other matter in question between the parties to this Contract arising out of or related in any way to this Contract by negotiation or mutual agreement. The Florida Public Service Commission and/or a court of competent jurisdiction in the State 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 Contract arising out of or related in any way to this Contract, with the Florida Public Service Commission and/or such court having sole and exclusive jurisdiction over any such matters. In no event will any such claim be submitted to arbitration, or to a court in any other jurisdiction, without the express written consent of both Parties.

17. Entire Agreement

The Contract constitutes the entire understanding between the Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements or understanding between the parties. The parties shall not be bound by or be liable for any statement, prior negotiation, correspondence, representation, promise, draft agreements, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition, or instruction used in this Contract.

18. 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 Contract.

19. Severability

In the event any provision, or any part or portion of any provision of this Contract shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Contract is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either party.

IN WITNESS WHEREOF, the parties have duly executed this Contract.

Customer

Duke Energy Florida, LLC d/b/a
Duke Energy Florida

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



**DUKE ENERGY FLORIDA, LLC
STANDARD INTERCONNECTION AGREEMENT
FOR TIER 1 CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS (10kw or less)**

THIS AGREEMENT is made this ____ day of _____, _____, by and between _____ (hereinafter called the Customer), located at the address shown in the attached Application and Compliance Form, and Duke Energy Florida, LLC, a corporation organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Customer has made a request to interconnect its renewable generation Tier 1 system(s), 10 kilowatts or less in total, which is primarily intended to offset part or all of the customer's electricity requirements, with the Company's electric supply grid at the Customer's presently metered location.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

General Responsibilities of Both Parties:

1. The Customer certifies that the system's hardware and its installation, operation and maintenance is in compliance and shall continue to comply with the applicable standards, codes and manufacturer's instructions set forth in the Application and Compliance Form attached hereto and incorporated herein, and that all other information therein provided by the Customer is true and correct. The Customer shall notify the Company in writing of any changes to its system.
2. The Customer shall not be required to pay any application fee for this Tier 1 Customer-owned renewable generation system interconnection.
3. In order to commence the process for interconnection, the Customer shall provide the Company a completed application. Applications can be downloaded from the Company's website: <https://www.duke-energy.com/business/products/renewables/generate-your-own>.
4. The Customer is responsible for the protection of its generation 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; and is responsible for insuring that the equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to insure that it is operating correctly and safely.
5. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a 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 applicable codes and standards of IEEE 1547, IEEE 1547.1 and UL 1741.
6. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to item 5 listed above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
7. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
8. The Company recommends that the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000) to the extent permitted by law. For government entities, proof of self-insurance consistent with law shall satisfy this requirement.
9. The total capacity of the Customer generation system(s) does not exceed 90% of the rating of service currently provided to the customer (based on service size, transformer rating, etc.) and has a total gross power rating of 10kw or less.

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10. The Company may isolate the Customer's system from the distribution grid using the manual disconnect switch, if available, or by disconnecting the meter without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the disconnection of the Customer's system are:
- (a) Company utility system emergencies or maintenance requirements.
 - (b) Hazardous conditions existing on the Company's utility system due to the operation of the Customer's generation or protective equipment as determined by the Company.
 - (c) Adverse electrical effects (such as power quality problems) on the electrical equipment of the company's other electric consumers caused by the Customer's generation as determined by the Company.

In the event the Company disconnects the Customer's system without prior notice, the Company will leave a door hanger notifying the customer of the disconnection including an explanation of the conditions requiring such action.

11. The Customer, to the extent permitted by law without waiving or limiting any defenses of sovereign immunity, shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company's system, except when the loss occurs due to the negligent actions of the Customer. Nothing herein shall be intended to serve as a waiver or limitation of Customer's sovereign immunity defenses as allowed by law.
12. Prior to connection and parallel operation of the Customer's generation system with the Company's electric system, the Customer shall provide 10 days notice and permit the Company, if it should so choose, to inspect the system and its component equipment and the documents necessary to insure compliance with various sections of this Agreement and to have personnel present on the in-service date of the Customer's generation system equipment and protective apparatus.
13. 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 generation system. Specifically, any company inspection of the Customer's system shall not be construed as confirming or endorsing the Customer's system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any of the Customer's equipment or procedures.
14. 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. The value of such excess generation shall be reflected on the Customer's bill based on the Company's applicable net metering for customer-owned renewable generation tariff approved by the Florida Public Service Commission.
15. In the event the Company elects to install a manual disconnect switch, it shall be at the Company's expense. The Company installed disconnect switch shall be the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generator and any Customer wiring connected to the Company's system. The disconnect switch shall be mounted separate from, but adjacent to the Company's meter socket. The Customer shall ensure that such disconnect switch shall remain readily accessible to the Company and be capable of being locked in the open position with a single Company utility lock.
16. On termination of services pursuant to this Agreement, the Company shall 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 generation system and any associated equipment from the Company's electric supply system, and notify the Company that the isolation is complete.

Inspection and On-going Compliance:

17. The Company will provide the Customer with as much notice as reasonably possible, either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspections 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. At any time without notice in the event of emergency or hazardous conditions, the Company shall have access to the customers premise to operate a manual disconnect switch or disconnect the meter.

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SECTION NO. VII
 FOURTH REVISED SHEET NO. 7.317
 CANCELS THIRD REVISED SHEET NO. 7.317

INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS
 TO DUKE ENERGY FLORIDA, INC ELECTRIC GRID
 APPLICATION AND COMPLIANCE FORM

FOR TIER 1 SYSTEMS (10 KW or less)

A. Applicant Information	
Name: _____	DEF Account No.: _____
Mailing Address: _____	
City: _____	Zip Code: _____
Street Address (if different): _____	
Daytime Phone: _____	Fax: _____ Email: _____
B. System Information	
System 1 Information (please check): Wind <input type="checkbox"/> Solar <input type="checkbox"/> Other (please state type) _____	
System Name/Model: _____	System Capacity: _____ watts (DC)
List Manufacturer/Model for:	
Generator/modules: _____	Inverter: _____ Batteries <input type="checkbox"/> Yes <input type="checkbox"/> No
Total Battery Capacity kW DC: _____	Manufacturer Names and Model #: _____
System Location: _____	Inverter Location: _____
Permission to monitor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
System 2 Information (please check): Wind <input type="checkbox"/> Solar <input type="checkbox"/> Other (please state type) _____	
System Name/Model: _____	System Capacity: _____ watts (DC)
List Manufacturer/Model for:	
Generator/modules: _____	Inverter: _____ Batteries <input type="checkbox"/> Yes <input type="checkbox"/> No
Total Battery Capacity kW DC: _____	Manufacturer Names and Model #: _____
System Location: _____	Inverter Location: _____
Permission to monitor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
C. Installation Contractor Information	
Installation Contractor: _____, FL License No.: _____	
Address: _____	
City: _____, Zip Code: _____	
Daytime Phone: _____ Fax: _____ Email: _____	
Proposed Installation Date: _____	
D. Hardware and Installation Compliance	
1. The system hardware is in compliance with <i>Underwriters Laboratories (UL) 1741, and IEEE 1547 standards for utility interconnected inverters.</i>	
Signed (Contractor): _____ Date: _____	
Name (Print): _____ Company: _____	
E. Owner Acknowledgment	
The system has been installed to my satisfaction and I have been given system warranty information, and an operation manual. Also, I have been thoroughly instructed in the operation and maintenance of the system.	
Signed (Owner): _____ Date: _____	
F. Electrical Code Inspection	
Satisfies Code Requirements	
Inspector Name (Print): _____	
Inspector Signature: _____ Date: _____	
G. Duke Energy Florida, Inc. Approval	
Satisfies DEF Interconnection Requirements	
DEF Representative Name (Print): _____ Phone: _____	
DEF Representative Signature: _____ Date: _____	



**DUKE ENERGY FLORIDA, LLC
STANDARD INTERCONNECTION AGREEMENT
FOR TIER 2 CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS (>10kw, <= 100kw)**

THIS AGREEMENT is made this ____ day of _____, _____, by and between _____ (hereinafter called the Customer), located at the address shown in the attached Application and Compliance Form, and Duke Energy Florida, LLC, a corporation organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Customer has made a request to interconnect its renewable generation Tier 2 system(s), more than 10 kilowatts or less than or equal to 100 kilowatts in total, which is primarily intended to offset part or all of the customer's electricity requirements, with the Company's electric supply grid at the Customer's presently metered location.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

General Responsibilities of Both Parties:

1. The Customer certifies that the system's hardware and its installation, operation and maintenance is in compliance and shall continue to comply with the applicable standards, codes and manufacturer's instructions set forth in the Application and Compliance Form attached hereto and incorporated herein, and that all other information therein provided by the Customer is true and correct. The Customer shall notify the Company in writing of any changes to its system.
2. The Customer shall pay an application fee of \$240 for this Tier 2 Customer-owned renewable generation system interconnection.
3. In order to commence the process for interconnection, the Customer shall provide the Company a completed application. Applications can be downloaded from the Company's website: <https://www.duke-energy.com/business/products/renewables/generate-your-own>.
4. The Customer is responsible for the protection of its generation 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; and is responsible for insuring that the equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to insure that it is operating correctly and safely.
5. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a 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 applicable codes and standards of IEEE 1547, IEEE 1547.1 and UL 1741.
6. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to item 5 listed above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
7. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
8. The Company requires that the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000) to the extent permitted by law. The Customer shall provide the Company proof of continuing insurance coverage on an annual basis. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.
9. The total capacity of the Customer generation system(s) does not exceed 90% of the rating of service currently provided to the customer (based on service size, transformer rating, etc.) and has a total gross power rating of greater than 10kw up to 100kw.

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10. The Company may isolate the Customer's system from the distribution grid using the manual disconnect switch without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the disconnection of the Customer's system are:
- (a) Company utility system emergencies or maintenance requirements.
 - (b) Hazardous conditions existing on the Company's utility system due to the operation of the Customer's generation or protective equipment as determined by the Company.
 - (c) Adverse electrical effects (such as power quality problems) on the electrical equipment of the company's other electric consumers caused by the Customer's generation as determined by the Company.
 - (d) Failure of the Customer to maintain the required insurance coverage.
- In the event the Company disconnects the Customer's system without prior notice, the Company will leave a door hanger notifying the customer of the disconnection including an explanation of the conditions requiring such action.
11. The Customer, to the extent permitted by law without waiving or limiting any defenses of sovereign immunity, shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company's system, except when the loss occurs due to the negligent actions of the Customer. Nothing herein shall be intended to serve as a waiver of limitation of Customer's sovereign immunity defenses as allowed by law.
12. Prior to connection and parallel operation of the Customer's generation system with the Company's electric system, the Customer shall provide 10 days notice and permit the Company, if it should so choose, to inspect the system and its component equipment and the documents necessary to insure compliance with various sections of this Agreement and to have personnel present on the in-service date of the Customer's generation system equipment and protective apparatus.
13. 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 generation system. Specifically, any company inspection of the Customer's system shall not be construed as confirming or endorsing the Customer's system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any of the Customer's equipment or procedures.
14. 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. The value of such excess generation shall be reflected on the Customer's bill based on the Company's applicable net metering for customer-owned renewable generation tariff approved by the Florida Public Service Commission.
15. The Customer must install a manual AC load break disconnect switch at their expense which shall be mounted separate from, but adjacent to the Company's meter socket. The Customer shall ensure that such disconnect switch shall remain readily accessible to the Company and be capable of being locked in the open position with a single Company utility lock.
16. On termination of services pursuant to this Agreement, the Company shall 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 generation system and any associated equipment from the Company's electric supply system, and notify the Company that the isolation is complete.

Inspection and On-going Compliance:

17. The Company will provide the Customer with as much notice as reasonably possible, either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspections 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. At any time without notice in the event of emergency or hazardous conditions, the Company shall have access to the customers premise to operate the manual disconnect switch.

Modifications/Additions to Customer-owned Renewable Generation:

18. If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify the Company by submitting a new application specifying the modification at least thirty days prior to making the modification.

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**DUKE ENERGY FLORIDA, LLC
STANDARD INTERCONNECTION AGREEMENT
FOR TIER 3 CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS (>100kw, <= 2mw)**

THIS AGREEMENT is made this ____ day of _____, _____, by and between _____ (hereinafter called the Customer), located at the address shown in the attached Application and Compliance Form, and Duke Energy Florida, LLC, a corporation organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Customer has made a request to interconnect its renewable generation Tier 3 system(s), more than 100 kilowatts or less than or equal to 2 megawatts in total, which is primarily intended to offset part or all of the customer's electricity requirements, with the Company's electric supply grid at the Customer's presently metered location.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

General Responsibilities of Both Parties:

1. The Customer certifies that the system's hardware and its installation, operation and maintenance is in compliance and shall continue to comply with the applicable standards, codes and manufacturer's instructions set forth in the Application and Compliance Form attached hereto and incorporated herein, and that all other information therein provided by the Customer is true and correct. The Customer shall notify the Company in writing of any changes to its system.
2. The Customer shall pay an application fee of \$750 for this Tier 3 Customer-owned renewable generation system interconnection.
3. In order to commence the process for interconnection, the Customer shall provide the Company a completed application. Applications can be downloaded from the Company's website: <https://www.duke-energy.com/business/products/renewables/generate-your-own>.
4. The Customer is responsible for the protection of its generation 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; and is responsible for insuring that the equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to insure that it is operating correctly and safely.
5. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a 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 applicable codes and standards of IEEE 1547, IEEE 1547.1 and UL 1741. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to item 5 listed above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
6. The Company requires that the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000). The Customer shall provide the Company proof of continuing insurance coverage on an annual basis to the extent permitted by law. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.
7. The total capacity of the Customer generation system(s) does not exceed 90% of the rating of service currently provided to the customer (based on service size, transformer rating, etc.) and has a total gross power rating of greater than 100kw up to 2mw.

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8. The Company may isolate the Customer's system from the distribution grid using the manual disconnect switch without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the disconnection of the Customer's system 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 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 Customer's generation as determined by the Company.
 - Failure of the Customer to maintain the required insurance coverage.
- In the event the Company disconnects the Customer's system without prior notice, the Company will leave a door hanger notifying the customer of the disconnection including an explanation of the conditions requiring such action.
9. The Customer, to the extent permitted by law without waiving or limiting any defenses of sovereign immunity, shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company's system, except when the loss occurs due to the negligent actions of the Customer. Nothing herein shall be intended to serve as a waiver of limitation of Customer's sovereign immunity defenses as allowed by law.
10. Prior to connection and parallel operation of the Customer's generation system with the Company's electric system, the Customer shall provide 10 days notice and permit the Company, if it should so choose, to inspect the system and its component equipment and the documents necessary to insure compliance with various sections of this Agreement and to have personnel present on the in-service date of the Customer's generation system equipment and protective apparatus.
11. 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 generation system. Specifically, any company inspection of the Customer's system shall not be construed as confirming or endorsing the Customer's system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any of the Customer's equipment or procedures.
12. 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. The value of such excess generation shall be reflected on the Customer's bill based on the Company's applicable net metering for customer-owned renewable generation tariff approved by the Florida Public Service Commission.
13. The Customer must install a manual AC load break disconnect switch at their expense which shall be mounted separate from, but adjacent to the Company's meter socket. The Customer shall ensure that such disconnect switch shall remain readily accessible to the Company and be capable of being locked in the open position with a single Company utility lock.
14. On termination of services pursuant to this Agreement, the Company shall 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 generation system and any associated equipment from the Company's electric supply system, and notify the Company that the isolation is complete.

Inspection and On-going Compliance:

15. The Company will provide the Customer with as much notice as reasonably possible, either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspections 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. At any time without notice in the event of emergency or hazardous conditions, the Company shall have access to the customers premise to operate the manual disconnect switch.

Modifications/Additions to Customer-owned Renewable Generation:

16. If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify the Company by submitting a new application specifying the modification at least thirty days prior to making the modification.

(Continued on Next Page)



**DUKE ENERGY FLORIDA, LLC
ECONOMIC DEVELOPMENT RIDER**

Service Agreement

For a New Establishment or an Existing Establishment with Expanding Load

CUSTOMER NAME

ADDRESS

TYPE OF BUSINESS

The Customer hereto agrees as follows:

1. To create _____ full - time jobs or new capital investment of \$ _____ and a net increase of full - time jobs.
2. That the quantity of new or expanded load shall be _____ KW of demand with a _____ % load factor.
3. Type of business and expected hours of operation are _____.
4. To initiate service under this rider on _____, _____, and terminate service under this rider on _____, _____. This shall constitute a period of 5 years.
5. In case of early termination by the Customer, or an early discontinuation by the Company for a violation of the terms and conditions of this rider, the Customer shall be required to repay Duke Energy Florida, LLC the cumulative discounts received to date under this rider plus interest.
6. 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 ED-2 and continue the schedule of rate reductions.
7. All terms of Rate Schedule ED-2, Economic Development Rider, apply to this agreement and are incorporated by reference herein.

By signing below, I hereby attest that the availability of this rider is a significant factor in this Customer's location / expansion decision.

Signed: _____
Customer

Accepted by: _____
Duke Energy Florida, LLC

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT 4B

COMPILED TARIFFS (Unchanged, Updated & Added) (LEGISLATIVE)



Compiled Revised Tariff Sheet Nos.

Legislative Format

1	BA-1	6.105
2	SC-1	6.110
3	RS-1	6.120
4	RS-1**	6.121
5	RSL-1	6.130
6	RSL-2	6.135
7	RST-1	6.140
8	GS-1	6.150
9	GST-1***	6.160
10	GS-2	6.165
11	GSD-1	6.170
12	GSDT-1	6.180
13	GSLM-1	6.220
14	GSLM-2	6.225
15	CS-1 *	6.230
16	CS-2	6.235
17	CS-3	6.2390
18	CST-1*	6.240
19	CST-2***	6.245
20	CST-3	6.2490
21	IS-1*	6.250
22	IS-2***	6.255
23	IST-1*	6.260
24	IST-2	6.265
25	LS-1	6.280
26	SS-1	6.310
27	SS-2	6.315
28	SS-3	6.320
29	TS-1	6.330
30	RSS-1*	6.350
31	PPS-1	6.370
32	ED-1*	6.380
33	ED-2	6.382
34	EDR-1*	6.385
35	FB-1	6.391
36	FCF-1	6.405
37	Definitions and Classifications Part 1	4.010
38	Availability and Establishment of Service Part 2	4.020
39	Contribution in Aid of Construction Part 3	4.030
40	Guarantee Deposits Part 7	4.070
41	Billing Part 8	4.080
42	Discontinuance and Withholding of Service Part 10	4.100

43	Underground Residential Policy Part 11	4.110
44	Charges for conversion of Existing Overhead to Underground Electric Distribution Facilities Part 12	4.120
45	Index of Rate Schedules	6100
46	Index of Standard Contract & Other Agreement Forms	7000
47	Muni UG Contract	7.060
48	RTO Contract	7.070
49	Lighting Service Contract	7.110
50	PPS Contract	7.270
51	Tier 1	7.310
52	IC App Tier 1	7.317
53	Tier 2	7.320
54	Tier 3	7.330
55	ED Standard Form	7.500

Original tariffs were filed in docket no. 20210016 on January 28, 2021 (document no. 01705-2021)

*Filed in docket on April 16, 2021 (Added to Tariffs) (document no. 03550-2021)

**Filed in docket on April 30, 2021 (Added to Tariffs) (document number 03768-2021)

***Filed in docket on April 16, 2021 (Update to previously filed Tariffs)



**RATE SCHEDULE BA-1
BILLING ADJUSTMENTS**
(Continued from Page 1)

(3) Capacity Cost Recovery Factor:

The Capacity Cost Recovery (CCR) Factors applicable to the Energy Charge under the Company's various rate schedules are normally determined annually by the Florida Public Service Commission for the billing months of January through December. This factor is designed to recover the cost of capacity payments made by the Company for off-system capacity and is adjusted to reflect changes in these costs from one period to the next. For time of use demand rates the CCR charge will be included in the base demand only.

(4) Environmental Cost Recovery Clause Factor:

The Environmental Cost Recovery Clause (ECRC) Factors applicable to the Energy Charge under the Company's various rate schedules are normally determined annually by the Florida Public Service Commission for the billing months of January through December. This factor is designed to recover environmental compliance costs incurred by the Company and is adjusted to reflect changes in these costs from one period to the next.

(5) Asset Securitization Charge Factor:

The Asset Securitization Charge (ASC) Factors applicable to the Energy Charge under the Company's various rate schedules represent a Nuclear Asset-Recovery Charge approved in a financing order issued to the Company by the Florida Public Service Commission and are adjusted at least semi-annually to ensure timely payment of principal, interest and financing costs of nuclear asset-recovery bonds from the effective date of the ASC until the nuclear asset-recovery bonds have been paid in full or legally discharged and the financing costs have been fully recovered. As approved by the Commission, a Special Purpose Entity (SPE) has been created and is the owner of all rights to the Nuclear Asset-Recovery Charge. The Company shall act as the SPE's collection agent or servicer for the Nuclear Asset-Recovery Charge. The Nuclear Asset-Recovery Charge shall be paid by all existing or future customers receiving transmission or distribution service from the Company or its successors or assignees under Commission-approved rate schedules or under special contracts, even if the customer elects to purchase electricity from alternative electric suppliers following a fundamental change in regulation of public utilities in this state.

(6) Storm Cost Recovery Surcharge Factor:

In accordance with a Florida Public Service Commission ruling, the Storm Cost Recovery Surcharge (SCRS) factor is applicable to the Energy Charge under the Company's various rate schedules for the billing months of March 2020 through February 2021. This surcharge is designed to recover storm-related costs incurred by the Company related to Hurricane Dorian and Tropical Storm Nestor in 2019.

Gross Receipts Tax Factor:

In accordance with Section 203.01(1)(a)1 of the Florida Statutes, a factor of 2.5641% is applicable to electric sales charges for collection of the state Gross Receipts Tax.

Regulatory Assessment Fee Factor:

In accordance with Section 350.113 of the Florida Statutes and Rule 25-6.0131, F.A.C., a factor of 0.072% is applicable to electric sales charges for collection of the Regulatory Assessment Fee.

Right-of-Way Utilization Fee:

A Right-of-Way Utilization Fee is applied to the charges for electric service (exclusive of any Municipal, County, or State Sales Tax) provided to customers within the jurisdictional limits of each municipal or county governmental body or any unit of special-purpose government or other entity with authority requiring the payment of a franchise fee, tax, charge, or other imposition whether in money, service, or other things of value for utilization of rights-of-way for location of Company distribution or transmission facilities. The Right-of-Way Utilization Fee shall be determined in a negotiated agreement (i.e., franchise and other agreements) in a manner which reflects the Company's payments to a governmental body or other entity with authority plus the appropriate Gross Receipts Taxes and Regulatory Assessment Fees resulting from such additional revenue. The Right-of-Way Utilization Fee is added to the charges for electric service prior to the application of any appropriate taxes.

Municipal Tax:

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.699¢/kWh.

Sales Tax:

A State Sales Tax is applied to the charge for electric service provided to all non-residential customers and equipment rental provided to all customers (unless a qualified sales tax exemption status is on record with the Company). The State Sales Tax shall be determined in accordance with the State's sales tax laws. The amount collected by the Company shall be remitted to the State in the manner required by law. In those counties that have enacted a County Discretionary Sales Surtax, such tax shall be applied and paid in a like manner. An additional tax factor is applied to the charge for electric service consistent with the applicability of State Sales Tax as described in this paragraph, in accordance with Section 203.01(1)(a)3 and (b)4 of the Florida Statutes.

(Continued on Page No. 3)



SECTION NO. VI

~~TWENTIETH TWENTY-FIRST~~ REVISED SHEET NO. 6.110

CANCELS ~~NINETEENTH TWENTIETH~~ REVISED SHEET NO. 6.110

**RATE SCHEDULES SC-1
SERVICE CHARGES**

Establishment of Service:

A service charge shall be made for each establishment or re-establishment of service. This charge shall apply to each new service connection, service reconnection and transfer of account from one occupant to another. It shall also apply to reconnections after disconnection for non-payment or violation of Company or Florida Public Service Commission (Commission) Rules. If there is an involuntary transfer upon death, service charges that would otherwise be required for establishment or re-establishment of service will be waived.

1. A charge of ~~\$64.00~~\$58.00 will be made for initial establishment of service to a premise.
2. A charge of ~~\$28.00~~\$12.00 will be made for each subsequent re-establishment of service to said premise.
3. A charge of ~~\$40.00~~\$4.00 will be made for each subsequent re-establishment of service to said premise where the customer has executed and has on file a Revert to Owner/Leave Service Active (LSA) agreement for rental properties/units of a multi-family rental housing complex situated on a contiguous property and having an on-site manager.
4. A charge of ~~\$40.00~~\$13.00 will be made for the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules where such reconnection is performed during normal working hours (M-F, 7AM-7PM). For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.
5. A charge of ~~\$50.00~~\$14.00 will be made for the reconnection of service for nonpayment or violation of Company or Commission Rules where such reconnection is performed outside of normal working hours. For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.

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%, 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.

Returned Check Charge:

A service charge as allowed by Florida Statute 68.065 shall be added to the Customer's bill for electric service 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 check charge.

Waiver Clause for Above Charges:

The Company shall have the discretion to waive any of the foregoing charges that would otherwise apply to customers as a consequence of significant damage to their premises caused by a natural disaster, or during periods of declared emergencies, or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

Investigation of Unauthorized Use Charge:

The Customer shall be assessed a charge by the Company for reimbursement of all investigative expenses related to a premise for which the Customer has undertaken unauthorized use of service and the Company has not elected to seek full recovery by prosecution under the law. The charge shall ~~not be less than \$200~~not be less than \$200.75.00 for residential customers and \$1,000.00 for all other customers, and such charge may be assessed in lieu of proof of actual expenses incurred. In addition to this charge, the Customer is responsible for any damages to the Company's facilities, correction of measured consumption, and/or any other service charges which may be applicable.



RATE SCHEDULE RS-1
 RESIDENTIAL SERVICE

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To residential customers taking service exclusively for domestic purposes in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage, a boat slip, and other separate structures where they are occupied or used solely by the members or servants of such family or household for domestic purposes only. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owner's benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery is separately metered and billed.
4. A responsible legal entity is established as the customer to whom the Company can render its bill(s) for said service.

Character of Service:

Continuous service, alternating current, 60 cycles per second, single-phase or three-phase, at the Company's standard available distribution voltage. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge: \$ ~~11,401~~12.45

Demand and EnergyEnergy and Demand Charges:

Non-Fuel Energy Charges:

(1) For the calendar months of December through February:

First 1,000 kWh ~~6,274~~7.623¢ per kWh
 All additional kWh ~~7,986~~8.773¢ per kWh

(2) For the calendar months of March through November:

First 1,000 kWh ~~6,587~~7.474¢ per kWh
 All additional kWh ~~7,474~~8.773¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

Off-Peak Electric Vehicle (EV) Charging Credit:

Residential customers on this rate schedule and other residential customers that are not on a time-of-use rate schedule, have an EV charger at their residence, and are participating in the Off-Peak EV Charging Program in compliance with its terms are eligible to receive an off-peak EV charging credit of \$10 per month.

The designated off-peak periods for the EV charging credit, expressed in terms of prevailing clock time shall be as follows:

For all calendar months, Monday through Friday: 10:00 a.m. to 6:00 p.m. and 9:00 p.m. to 5:00 a.m.

Customers must use the EV charger only during designated off-peak periods during the billing period; provided, however, that customers may have, at most, 2 occasions of opt-out charging in a billing period and still receive the EV off-peak charging credit in that billing period. An occasion of opt-out charging is defined as charging outside of the designated off-peak periods for 15 minutes or more at 3kW capacity or above.

Additional Charges:

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022



SECTION NO. VI
THIRTY-~~EIGHTH~~NINTH REVISED SHEET NO. 6.120
CANCELS THIRTY-~~SEVENTH~~EIGHTH REVISED SHEET NO. 6.120

Fuel Cost Recovery Factor: _____ See Sheet No. 6.105
Asset Securitization Charge Factor: _____ See Sheet No. 6.105
Gross Receipts Tax Factor: _____ See Sheet No. 6.106
Right-of-Way Utilization Fee: _____ See Sheet No. 6.106
Municipal Tax: _____ See Sheet No. 6.106
Sales Tax: _____ See Sheet No. 6.106

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



RATE SCHEDULE RS-1
RESIDENTIAL SERVICE
(Continued from Page No. 1)

Additional Charges:

<u>Fuel Cost Recovery Factor:</u>	<u>See Sheet No. 6.105</u>
<u>Asset Securitization Charge Factor:</u>	<u>See Sheet No. 6.105</u>
<u>Gross Receipts Tax & Regulatory Assessment Fee Factor:</u>	<u>See Sheet No. 6.106</u>
<u>Right-of-Way Utilization Fee:</u>	<u>See Sheet No. 6.106</u>
<u>Municipal Tax:</u>	<u>See Sheet No. 6.106</u>
<u>Sales Tax:</u>	<u>See Sheet No. 6.106</u>

Minimum Monthly Bill:

The Minimum Monthly Bill shall be ~~the Customer Charge \$30~~. Customer bills will only be subject to the minimum monthly bill if the total electric service charges (customer charge, energy and demand charge, fuel cost recovery factor, and asset securitization charge factor) related to this rate schedule, excluding taxes and other additional charges and excluding the off-peak EV charging credit, are less than the minimum monthly bill amount.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at company-designated locations.

Term of Service:

From billing period to billing period, until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company rules.



RATE SCHEDULE RS-1
 RESIDENTIAL SERVICE

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To residential customers taking service exclusively for domestic purposes in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage, a boat slip, and other separate structures where they are occupied or used solely by the members or servants of such family or household for domestic purposes only. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owner's benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery is separately metered and billed.
4. A responsible legal entity is established as the customer to whom the Company can render its bill(s) for said service.

Character of Service:

Continuous service, alternating current, 60 cycles per second, single-phase or three-phase, at the Company's standard available distribution voltage. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge: \$ ~~41.40~~12.45

~~Demand and Energy~~Energy and Demand Charges:

Non-Fuel Energy Charges:

(1) For the calendar months of December through February:

First 1,000 kWh ~~6.27~~7.623¢ per kWh
 All additional kWh ~~7.98~~8.773¢ per kWh

(2) For the calendar months of March through November:

First 1,000 kWh 6.587¢ per kWh
 All additional kWh 7.474¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

Off-Peak Electric Vehicle (EV) Charging Credit:

Residential customers on this rate schedule and other residential customers that are not on a time-of-use rate schedule, have an EV charger at their residence, and are participating in the Off-Peak EV Charging Program in compliance with its terms are eligible to receive an off-peak EV charging credit of \$10 per month.

The designated off-peak periods for the EV charging credit, expressed in terms of prevailing clock time shall be as follows:

- (1) For all calendar months, Monday through Friday: 10:00 a.m. to 6:00 p.m. and 9:00 p.m. to 5:00 a.m.
- (2) For all calendar months, Weekends and Holidays: All hours

Customers must use the EV charger only during designated off-peak periods during the billing period; provided, however, that customers may have, at most, 2 occasions of opt-out charging in a billing period and still receive the EV off-peak charging credit in that billing period. An occasion of opt-out charging is defined as charging outside of the designated off-peak periods for 15 minutes or more at 3kW capacity or above.

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022



Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right of Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



**RATE SCHEDULE RS-1
RESIDENTIAL SERVICE**
(Continued from Page No. 1)

Additional Charges:

<u>Fuel Cost Recovery Factor:</u>	<u>See Sheet No. 6.105</u>
<u>Asset Securitization Charge Factor:</u>	<u>See Sheet No. 6.105</u>
<u>Gross Receipts Tax & Regulatory Assessment Fee Factor:</u>	<u>See Sheet No. 6.106</u>
<u>Right-of-Way Utilization Fee:</u>	<u>See Sheet No. 6.106</u>
<u>Municipal Tax:</u>	<u>See Sheet No. 6.106</u>
<u>Sales Tax:</u>	<u>See Sheet No. 6.106</u>

Minimum Monthly Bill:

The Minimum Monthly Bill shall be ~~the Customer Charge \$30.~~ Customer bills will only be subject to the minimum monthly bill if the total electric service charges (customer charge, energy and demand charge, fuel cost recovery factor, and asset securitization charge factor) related to this rate schedule, excluding taxes and other additional charges and excluding the off-peak EV charging credit, are less than the minimum monthly bill amount.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at company-designated locations.

Term of Service:

From billing period to billing period, until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company rules.



**RATE SCHEDULE RSL-1
 RESIDENTIAL LOAD MANAGEMENT**

Availability:

Available only within the range of the Company's Load Management System.
 Available to customers whose premises have active load management devices installed prior to June 30, 2007.
 Available to customers whose premises have load management devices installed after June 30, 2007 that have and are willing to submit to load control of, at a minimum, central electric cooling and heating systems.

Applicable:

To customers eligible for Residential Service under Rate Schedule RS-1 ~~or RSS-1~~ having a minimum average monthly usage of 600 kWh (based on the most recent 12 months, or, where not available, a projection for 12 months), and utilizing any of the following electrical equipment:

- | | |
|------------------------------------|------------------------------------|
| 1. Water Heater | 3. Central Electric Cooling System |
| 2. Central Electric Heating System | 4. Swimming Pool Pump |

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Service to the electrical equipment specified above may be interrupted at the option of the Company by means of load management devices installed on the customer's premises.
 For new service requests after June 30, 2007 customers with a central electric heating system that is a heat pump will be installed on Interruption Schedule S. All other new service requests will be installed on Interruption Schedule B. Interruption Schedule C shall be at the option of the customer.
 For new service requests after April 1, 1995, and before June 30, 2007, customers who select the swimming pool pump schedule must also select at least one other schedule.
 An installation of an alternative thermal storage heating system under Special Provision No. 7 of this rate schedule is not available after April 1, 1995.
 Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge: \$ ~~41.40~~ 12.45

Energy and Demand Charges:

Non-Fuel Energy Charges:

(1) For the calendar months of December through February

First 1,000 kWh	6.27 <u>7.623</u> ¢ per kWh
All additional kWh	7.98 <u>8.773</u> ¢ per kWh

(2) For the calendar months of March through November:

First 1,000 kWh	6.58 <u>7</u> ¢ per kWh
All additional kWh	7.47 <u>4</u> ¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

~~Load Management Monthly Credit Amounts:^{1,2}~~

Interruptible Equipment	Interruption Schedule				
	A	B	C	D	S

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



SECTION NO. VI
~~FORTIETH~~ **FORTY-FIRST** REVISED SHEET NO. 6.130
CANCELS ~~THIRTY-NINTH~~ **FORTIETH** REVISED SHEET NO. 6.130

Water Heater			\$3.50	
Central Heating System¹	\$2.00	\$8.00		\$8.00
Central Heating System w/Thermal Storage²			\$8.00	
Central Cooling System⁴	\$1.00	\$5.00		\$5.00
Swimming Pool Pump			\$2.50	

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ **January 1, 2022**



**RATE SCHEDULE RSL-1
RESIDENTIAL LOAD MANAGEMENT**
(Continued from Page No. 1)

Load Management Monthly Credit Amounts:^{1,2}

<u>Interruptible Equipment</u>	<u>Interruption Schedule</u>				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>S</u>
<u>Water Heater</u>	-	-	\$3.50	-	-
<u>Central Heating System</u> ³	\$2.00	\$8.00	-	-	\$8.00
<u>Central Heating System w/Thermal Storage</u> ³	-	-	-	\$8.00	-
<u>Central Cooling System</u> ⁴	\$1.00	\$5.00	-	-	\$5.00
<u>Swimming Pool Pump</u>	-	-	\$2.50	-	-

Any customer with a heat pump not taking service under Schedule S who requests a change under this tariff will be required to take service under Schedule S.

Premises taking service under this tariff and controlled by load management devices will remain on the existing schedule until such time as the current customer affirmatively requests a change.

See also Special Provisions 10 and 11 below for further customer optional adjustments to the above credits.

- Notes:
- (1) Load Management credits shall not exceed 40% of the Non-Fuel Energy Charge associated with kWh billed in excess of 600 kWh per month.
 - (2) Premises that have load management devices installed prior to June 30, 2007 may remain on the existing schedule until such time as the customer requests a change under this tariff. When a change is requested, customers may take service only under Schedule B or Schedule S if the customer has a heat pump. Customers may also opt for Schedule C if taking service under another Schedule. Customers whose premises have load management devices installed after June 30, 2007 will be subject to the Limitations of Service above.
 - (3) For the billing months of November through March only.
 - (4) For the billing months of April through October only.

Interruption Schedules:

- Schedule A Equipment interruptions to achieve an effective equipment duty cycle of approximately 66% during control periods within the Company's designated Peak Periods.
- Schedule B Equipment interruptions to achieve an effective equipment duty cycle of approximately 45% during control periods within the Company's designated Peak Periods.
- Schedule C Equipment may be interrupted continuously, not to exceed 300 minutes, and during the Company's designated Peak Periods. Where a thermal storage system has been installed hereunder, additional interruptions to the water heater will be made during periods of charging thermal storage system.
- Schedule D The regular heating system may be interrupted continuously and alternative heating provided by means of a thermal storage system installed hereunder.
- Schedule S Equipment interruptions to achieve an effective equipment duty cycle of approximately 45% during control periods within the Company's designated Peak Periods. Heat pump back-up strip may be interrupted continuously, not to exceed 300 minutes, during the Company's designated Peak. When the heat pump back-up strip is being interrupted, the heat pump will not be interrupted.

Peak Periods:

The Peak Periods expressed in terms of prevailing clock time shall be, but are not limited to these as follows:

- (1) For the calendar months of ~~November-December~~ through ~~March~~ February, All Days: 6:00 a.m. to 11:00 a.m., and 6:00 p.m. to 11:00 p.m. ~~5:00 a.m. to 10:00 a.m.~~
- (2) For ~~the all~~ calendar months ~~of April through October~~, All Days: 4:00 p.m. to 11:00 p.m. ~~6:00 p.m. to 9:00 p.m.~~

Terms and Conditions:

(Continued on Page No. 3)



6.131

SECTION NO. VI

~~THIRTEENTH~~ ~~FOURTEENTH~~ REVISED SHEET NO. 6.131
CANCELS ~~TWELFTH~~ ~~THIRTEENTH~~ REVISED SHEET NO.

Page 4 of 3

All terms and conditions of Rate Schedule RS-1, Residential Service, (i.e. Fuel Charges and other Billing Adjustments, Minimum Monthly Bill, Terms of Payment, Term of Service and Average Billing Plan), shall apply to service under this rate schedule.

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, ~~Director~~ Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~July 21, 2015~~ January 1, 2022



SECTION NO. VI

~~FIFTEENTH-SIXTEENTH~~ REVISED SHEET NO. 6.132

CANCELS ~~FOURTEENTH-FIFTEENTH~~ REVISED SHEET NO. 6.132

**RATE SCHEDULE RSL-1
RESIDENTIAL LOAD MANAGEMENT**
(Continued from Page No. 2)

Special Provisions:

1. The Company shall be allowed reasonable access to the customer's premises to install, maintain, inspect, test and remove load management devices on the electrical equipment specified above.
2. Prior to the installation of load management devices, the Company may inspect the customer's electrical equipment to ensure good repair and working condition, but the Company shall not be responsible for the repair or maintenance of the electrical equipment.
3. The Company shall not be required to install load management devices on electrical equipment which would not be economically justified for reasons, such as, excessive installation costs, insufficient load, oversized equipment or abnormal utilization of equipment, including but not limited to, vacation or other limited occupancy residences or qualifying common use facilities.
4. Multiple units of any electrical equipment specified above must all be installed with load management devices to qualify for the credit attributable to that equipment type at that premise.
5. The limitation on interruptible schedules shall not apply during critical capacity conditions on the Company's system; nor shall limitations apply at times the Company requires additional generating resources to maintain firm power sales commitments or supply emergency interchange service to another utility for its firm load obligations only. The Company may also exercise equipment interruptions at any time for purposes of testing and performance evaluation of its Load Management System.
6. If the Company determines that the load management devices have been tampered with or disconnected without notice, or the customer's Wi-Fi network for use by Company's load management devices has been unavailable for a period of thirty consecutive days and the customer has been unresponsive to the Company's attempts to reconnect, the Company may discontinue service under this rate schedule and bill for all prior load management credits received by the customer, plus applicable investigative charges. The Company shall not impose any additional charges when events that caused the disruption were out of the customer's control.
7. Billing under this Rate Schedule will commence with the first complete billing period following installation of the load management devices. A customer may change interruption schedules or the selection of electrical equipment installed with load management devices or transfer to another rate schedule by notifying the Company forty-five days in advance. However, in the event of any revision to the interruption schedules which may affect customer, the Customer shall be allowed ninety days from the effective date of the revision to change schedules or equipment or transfer to another rate schedule. If a customer transfers to another rate schedule they are not eligible for service under this rate schedule for 12 months from the date of transfer.
8. If the Company determines that the effect of equipment interruptions has been offset by the customer's use of supplementary or alternative electrical equipment, or if access cannot be obtained by the Company to inspect, maintain, or remove load management devices, service under this rate schedule may be discontinued and the customer billed for all prior load management credits received over a period not in excess of six months.
9. Effective 8/31/07, for customers at premises taking service under Interruption Schedule B or S, and C for electric water heating, for which the premise at any time received the solar thermal water heating incentive, the monthly credit amount will be 25% of the above credit values for Interruption Schedules B, S and C, except for the pool pump. The pool pump credit amount will be at 100%.
- ~~10. Effective 8/31/07 through 12/31/15, a customer may elect to have all their credits contributed to the Duke Energy Florida "Photovoltaics for Schools" green program. No partial contributions will be allowed. This program installs photovoltaic panels on schools as funds become available.~~



**RATE SCHEDULE RSL-2
 RESIDENTIAL LOAD MANAGEMENT – WINTER ONLY**

Availability:

Available only within the range of the Company's Load Management System.

Applicable:

To customers eligible for Residential Service under Rate Schedule RS-1 ~~or RSS-1~~ having a minimum average monthly usage of 600 kWh for the months of ~~November-December~~ through ~~March~~February (based on the most recent billings, where not available, a projection for those months) and utilizing **both** electric water heater and central electric heating systems.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Service to the electrical equipment specified above may be interrupted at the option of the Company by means of load management devices installed on the customer's premises.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge: \$ ~~44.40~~12.45

Energy and Demand Charges:

Non-Fuel Energy Charges:

(1) For the calendar months of December through February

First 1,000 kWh	6.27 <u>7.623</u> ¢ per kWh
All additional kWh	7.98 <u>8.773</u> ¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor <u>& Regulatory Assessment Fee Factor:</u>	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Load Management Credit Amount:¹

<u>Interruptible Equipment</u>	<u>Monthly Credit²</u>
Water Heater and Central Heating System	\$11.50

Notes: (1) Load management credit shall not exceed 40% of the Non-Fuel Energy Charge associated with kWh billed in excess of 600 kWh/month.
 (2) For billing months of November through March only.

Appliance Interruption Schedule:

Heating Equipment interruptions to achieve an effective equipment duty cycle of approximately 45% during control periods within the Company's designated Peak Periods. Heat pump back-up strip may be interrupted continuously, not to exceed 300 minutes, during the Company's designated Peak. When the heat pump back-up strip is being interrupted, the heat pump will not be interrupted.

Water Heater Equipment may be interrupted continuously, not to exceed 300 minutes, and during the Company's designated Peak Periods.

(Continued on Page No. 2)

ISSUED BY: **Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL**

EFFECTIVE: **January 1, 2021 January 1, 2022**



**RATE SCHEDULE RSL-2
RESIDENTIAL LOAD MANAGEMENT – WINTER ONLY**
(Continued from Page No. 1)

Peak Periods:

The Peak Periods expressed in terms of prevailing clock time shall be, but are not limited to these as follows:

- (1) For the calendar months of ~~November-December~~ through ~~March-February~~ - All Days: ~~6:00~~6:05:00 a.m. to ~~11:00~~10:00 a.m., and 6:00 p.m. to ~~11:00~~09:00 p.m.

Terms and Conditions:

All terms and conditions of Rate Schedule RS-1, Residential Service (i.e. Non-Winter Energy and Demand Charges, Fuel Charges and other Billing Adjustments, Minimum Monthly Bill, Terms of Payment, Term of Service and Budget Billing Plan), shall apply to service under this rate schedule.

Special Provisions:

1. The Company shall be allowed reasonable access to the customer's premises to install, maintain, inspect, test and remove load management devices on the electrical equipment specified above.
2. Prior to the installation of load management devices, the Company may inspect the customer's electrical equipment to ensure good repair and working condition, but the Company shall not be responsible for the repair or maintenance of the electrical equipment.
3. The Company shall not be required to install load management devices on electrical equipment which would not be economically justified for reasons, such as, excessive installation costs, insufficient load, oversized equipment, or abnormal utilization of equipment, including but not limited to, vacation or other limited occupancy residences or qualifying common use facilities.
4. Multiple units of any electrical equipment specified above must all be installed with load management devices to qualify for the credit attributable to that equipment at that premise.
5. The limitation on interruptible schedules shall not apply during critical capacity conditions on the Company's system; nor shall limitations apply at times the Company requires additional generating resources to maintain firm power sales commitments or supply emergency interchange service to another utility for its firm load obligations only. The Company may also exercise equipment interruptions at any time for purposes of testing and performance evaluation of its Load Management System.
6. If the Company determines that the load management devices have been tampered with or disconnected without notice, or the customer's Wi-Fi network for use by Company's load management devices has been unavailable for a period of thirty (30) consecutive days and the customer has been unresponsive to the Company's attempts to reconnect, the Company may discontinue service under this rate schedule and bill for all prior load management credits received by the customer, plus applicable investigative charges. The Company shall not impose any additional charges when events that caused the disruption were out of the customer's control.
7. Billing under this Rate Schedule will commence with the first complete billing period following installation of the load management devices. A customer may transfer to another rate schedule by notifying the Company forty-five (45) days in advance. If a customer transfers to another rate schedule they are not eligible for service under this rate schedule for 12 months from the date of transfer.
8. If the Company determines that the effect of equipment interruptions has been offset by the customer's use of supplementary or alternative electrical equipment, or if access cannot be obtained by the Company to inspect, maintain, or remove load management devices, service under this rate schedule may be discontinued and the customer billed for all prior load management credits received over a period not in excess of six (6) months.

~~9. Effective through 12/31/15, a customer may elect to have all their credits contributed to the Duke Energy Florida "Photovoltaics for Schools" green program. No partial contributions will be allowed. This program installs photovoltaic panels on schools as funds become available.~~



**RATE SCHEDULE RST-1
 RESIDENTIAL SERVICE
 OPTIONAL TIME OF USE RATE**
 (~~Closed to New Customers as of 02/10/10~~)

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of residential customers otherwise eligible for service under Rate Schedule RS-1, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

Character of Service:

Continuous service, alternating current, 60 cycle, single phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

Rate Per Month:

Customer Charge: \$ ~~21.08~~12.45

Energy and Demand Charges:

Non-Fuel Energy Charges: ~~49.3638.818~~¢ per On-Peak kWh
~~4.0757.308~~¢ per Off-Peak kWh
4.237¢ per Super-Off-Peak kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy used during designated On-Peak Periods. The Super-Off-Peak rate shall apply to energy used during the designated Super-Off-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Rating Periods:

(a) On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of ~~November-December~~ through ~~March-February~~,
 Monday through Friday *: ~~6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.~~5:00 a.m. to 10:00 a.m.
- (2) For ~~the all~~ calendar months of ~~April through October~~,
 Monday through Friday*: ~~12:00 Noon~~6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) Super-Off-Peak Periods - The designated Super-Off-Peak Periods expressed in terms of prevailing clock time shall be as follows:
For the calendar months of March through November,
Every day, including weekends and holidays 12:00 a.m. (midnight) to 6:00 a.m.

(cb) Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak and Super-Off-Peak Periods set forth in (a) and (b) above.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022



**RATE SCHEDULE RST-1
RESIDENTIAL SERVICE
OPTIONAL TIME OF USE RATE
(Closed to New Customers as of 02/10/10)**

(Continued from Page No. 1)

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right of Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be ~~the Customer Charge \$30~~. Customer bills will only be subject to the minimum monthly bill if the total electric service charges (customer charge, energy and demand charge, fuel cost recovery factor, and asset securitization charge factor) related to this rate schedule, excluding taxes and other additional charges, are less than the minimum monthly bill amount.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

The term of service requirements under this optional rate schedule shall be the same as that required under the standard rate schedule which would otherwise be applicable; provided, however, customers who elect to take service hereunder at a given location shall have the right during the initial term of service to transfer to the otherwise applicable standard rate schedule at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) consecutive months.

Special Provisions:

1. All service rendered under this rate schedule shall be measured by metering equipment capable of determining energy use during specified hourly periods.
2. Application for service hereunder will be accepted by the Company on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
3. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.
- ~~4. Customers at their option may elect to receive a lower monthly Customer Charge by making a Contribution in Aid of Construction (CIAC) equal to the additional installed cost of a time of use meter. As of the effective date of this rate schedule, the CIAC required is \$90.00. For customers electing this option, the Customer Charge shall be the Customer Charge contained in Rate Schedule RS-1.~~



**RATE SCHEDULE GS-1
 GENERAL SERVICE – NON-DEMAND
 (Closed to New Customers as of 01/01/2022)**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Unmetered Account:	\$ 8,538.74
Secondary Metering Voltage:	\$ 15,0915.47
Primary Metering Voltage:	\$ 490,84195.60
Transmission Metering Voltage:	\$ 944,15964.77

Energy and Demand Charges:

Non-Fuel Energy Charge: ~~6,8407.073~~¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Non-Fuel Energy Charge included in the Rate per Month section of this rate schedule shall be increased by ~~0,9301.339~~¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above standard distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy Charge hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & <u>Regulatory Assessment Fee Factor</u> :	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



RATE SCHEDULE GS-1
GENERAL SERVICE – NON-DEMAND
(Closed to New Customers as of 01/01/2022)
(Continued from Page No. 1)

Minimum Monthly Bill:

The minimum monthly bill shall be ~~the Customer Charge \$30.~~ Customer bills will only be subject to the minimum monthly bill if the total electric service charges (customer charge, energy and demand charge, fuel cost recovery factor, and asset securitization charge factor) related to this rate schedule, excluding taxes and other additional charges, are less than the minimum monthly bill amount.

Where special equipment to serve the customer is required, the Company may require an additional specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

Service under this rate shall be for a minimum initial term of twelve (12) months from commencement of service and shall continue thereafter until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company Rules

~~Customers taking service under another Company rate schedule who elect to transfer to this rate must remain on this rate for a minimum term of twelve (12) months. Customers who change service characteristics (i.e. metering voltage level, delivery voltage level, load requirements, etc.) will be allowed to remain on the rate.~~

Where special equipment to serve the customer is required, the Company may require a specified term of service contract.

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install and maintain such additional equipment, charging the customer for the use thereof at the rate of ~~4.67~~1.08% per month of the installed cost of such additional equipment.
3. For fixed wattage and/or automatically controlled loads, the kWh consumption may, at the option of the Company, be estimated in lieu of installing meters.



**RATE SCHEDULE GST-1
 GENERAL SERVICE – NON-DEMAND
 OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of non-residential customers otherwise eligible for service under Rate Schedule GSD-1, provided that all of the electric load requirements on the Customer's premises are metered through one point of delivery.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or Resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate per Month:

Customer Charge:

Secondary Metering Voltage:	\$ <u>24,7515.47</u>
Primary Metering Voltage:	\$ <u>200,50195.60</u>
Transmission Metering Voltage:	\$ <u>950,81964.77</u>

Energy and Demand Charge:

Non-Fuel Energy Charge:	<u>19,3318.878¢</u> per On-Peak kWh
	<u>-1,0488.243¢</u> per Off-Peak kWh
	<u>4.692¢</u> per Super-Off-Peak kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during designated On-Peak Periods. The Super-Off-Peak rate shall apply to energy used during the designated Super-Off-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Non-Fuel Charges included in the Rate per Month section of this rate schedule shall be increased by 0.9301.339¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of ~~November-December~~ through ~~March~~~~February~~,
 Monday through Friday *: 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. 5:00 a.m. to 10:00 a.m.
- (2) For ~~the all~~ calendar months of ~~April through October~~,
 Monday through Friday*: 12:00 Noon 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) Super-Off-Peak Periods - The designated Super-Off-Peak Periods expressed in terms of prevailing clock time shall be as follows: For the calendar months of March through November, Every day, including weekends and holidays 12:00 a.m. (midnight) to 6:00 a.m.

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2021~~January 1, 2022~~



**RATE SCHEDULE GST-1
 GENERAL SERVICE – NON-DEMAND
 OPTIONAL TIME OF USE RATE**
 (Continued from Page No. 1)

Rating Periods: (Continued)

(cb) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak ~~and Super-Off-Peak~~ Periods set forth in (a) ~~and (b)~~ above.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy and Demand Charges hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be ~~the Customer Charge \$30. Customer bills will only be subject to the minimum monthly bill if the total electric service charges (customer charge, energy and demand charge, fuel cost recovery factor, and asset securitization charge factor) related to this rate schedule, excluding taxes and other additional charges, are less than the minimum monthly bill amount.~~

Where special equipment to serve the customer is required, the Company may require an additional specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

The term of service requirements under this optional rate schedule shall be the same as that required under the standard rate schedule which would otherwise be applicable; provided, however, customers who elect to take service hereunder at a given location shall have the right during the initial term of service to transfer to the otherwise applicable standard rate schedule at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electric load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of ~~4.67~~1.08% per month of the installed cost of such additional equipment.
3. All service rendered under this rate schedule shall be measured by metering equipment capable of determining energy use during specified hourly periods.
4. Application for service hereunder will be accepted by the Company on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
5. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.

~~6.—Customers, at their option, may elect to receive a lower monthly Customer Charge by making a Contribution in Aid of Construction (CIAC) equal to the additional installed cost of a time of use meter. The CIAC required is \$132.00. For customers electing this option, the Customer Charge shall be the applicable Customer Charge contained in Rate Schedule GS-1.~~



RATE SCHEDULE GS-2
 GENERAL SERVICE – NON-DEMAND
 100% LOAD FACTOR USAGE

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, with fixed wattage loads operating continuously throughout the billing period (such as traffic signals, cable TV amplifiers and gas transmission substations).

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate per Month:

Customer Charge:

Unmetered Account: \$ ~~8.539.01~~
 Metered Account: \$ ~~15.0915.94~~

Energy and Demand Charges:

Non-Fuel Energy Charge: ~~2.5832.728~~¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Non-Fuel Energy Charge included in the Rate per Month section of this rate schedule shall be increased by ~~0.4880.237~~¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

Additional Charges:

Fuel Cost Recovery Factor: See Sheet No. 6.105
 Asset Securitization Charge Factor: See Sheet No. 6.105
 Gross Receipts Tax Factor & Regulatory Assessment Fee Factor: See Sheet No. 6.106
 Right-of-Way Utilization Fee: See Sheet No. 6.106
 Municipal Tax: See Sheet No. 6.106
 Sales Tax: See Sheet No. 6.106

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022



RATE SCHEDULE GS-2
GENERAL SERVICE – NON-DEMAND
100% LOAD FACTOR USAGE
(Continued from Page No. 1)

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

From billing period to billing period, until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company Rules.

Where special equipment to serve the customer is required, the Company may require a specified term of service contract.

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of ~~4.67~~1.08% per month of the installed cost of such additional equipment.
3. The calculated kWh usage at each unmetered point shall be determined by operating test or utilization of manufacturer's rating and specifications. The monthly operation shall be based on a standard of 730 hours. For cable TV amplifiers or similar equipment, the input wattage used to calculate kWh usage shall be:

$$\text{Input Wattage} = \frac{\text{Output Amperage} \times \text{Output Voltage}}{\text{Manufacturer's Rated Efficiency}}$$

where, such above values are established by the Manufacturer.



**RATE SCHEDULE GSD-1
 GENERAL SERVICE - DEMAND**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable ~~with a measured annual kWh consumption of 24,000 kWh or greater per year.~~

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 16.09 <u>15.94</u>
Primary Metering Voltage:	\$ 190.84 <u>201.54</u>
Transmission Metering Voltage:	\$ 941.15 <u>994.07</u>

Demand Charge:

\$ ~~6.38~~6.73 per kW of Billing Demand

Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, *Billing Adjustments*:

See Sheet No. 6.105 and 6.106

Energy Charge:

Non-Fuel Energy Charge: ~~2.84~~2.95¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by ~~\$1.37~~1.45 per kW for the cost of reserving capacity in the alternate distribution circuit.

Determination of Billing Demand:

The billing demand shall be the maximum 30-minute kW demand established during the current billing period.

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022



**RATE SCHEDULE GSD-1
 GENERAL SERVICE - DEMAND**
 (Continued from Page No. 1)

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credits:

For Distribution Primary Delivery Voltage:	\$ 4,191.28 per kW of Billing Demand
For Transmission Delivery Voltage <u>below 230kV</u> :	\$ 6,955.17 per kW of Billing Demand
<u>For Transmission Delivery Voltage at or above 230 kV:</u>	<u>\$7.04 per kW of Billing Demand</u>

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

~~If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing by the resulting power factor actually established at the time of maximum demand during the current month. For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 36¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 36¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.~~

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor <u>& Regulatory Assessment Fee Factor:</u>	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

Service under this rate shall be for a minimum initial term of twelve (12) months from commencement of service and shall continue thereafter until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company Rules.

Customers taking service under another Company rate schedule who elect to transfer to this rate must remain on this rate for a minimum term of twelve (12) months.

(Continued on Page No. 3)



**RATE SCHEDULE GSD-1
GENERAL SERVICE - DEMAND**
(Continued from Page No. 2)

Term of Service: (Continued)

Where special equipment to serve the customer is required, the Company may require a specified term of service contract.

Special Provisions:

1. The Company may, under the provisions of this rate schedule, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of ~~4.67~~1.08% per month times the installed cost of such additional equipment.



**RATE SCHEDULE GSDT-1
 GENERAL SERVICE - DEMAND
 OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of the customer, otherwise eligible for service under Rate Schedule GSD-1, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or Resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 24.75 <u>15.94</u>
Primary Metering Voltage:	\$ 200.50 <u>201.54</u>
Transmission Metering Voltage:	\$ 950.84 <u>994.07</u>

Demand Charges:

Base Demand Charge:	\$ 4.58 <u>2.20</u> per kW of Base Demand
Mid-Peak Demand Charge:	\$ 4.18 per kW of Mid-Peak Demand
Plus the Cost Recovery Factors on a \$/kW basis in Rate Schedule BA-1, Billing Adjustments:	
	See Sheet No. 6.105 and 6.106

~~On-Peak Demand Charge:~~ \$ ~~4.73~~1.16 per kW of On-Peak Demand

~~Plus the Cost Recovery Factors on a \$/kW basis in Rate Schedule BA-1, Billing Adjustments, using Monthly Max Demand~~ See Sheet No. 6.105 and 6.106

Energy Charges:

Non-Fuel Energy Charge:	6.49 <u>3.21</u> ¢ per On-Peak kWh
	4.03 <u>2.69</u> ¢ per Off-Peak kWh
	1.67 <u>2.00</u> ¢ per Super-Off-Peak kWh

Plus the Cost Recovery Factors on a ¢/kWh basis in Rate Schedule BA-1, Billing Adjustments, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during designated On-Peak Periods. The Super-Off-Peak rate shall apply to energy used during the designated Super-Off-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by ~~\$1.37~~1.45 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022



**RATE SCHEDULE GSDT-1
 GENERAL SERVICE DEMAND
 OPTIONAL TIME OF USE RATE**
 (Continued from Page No. 1)

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of ~~November-December~~ through ~~March~~~~February~~,
 Monday through Friday *: ~~6:00 a.m. to 10:00 a.m. and~~
~~6:00 p.m. to 10:00 p.m.~~ 5:00 a.m. to 10:00 a.m.
- (2) For ~~the all~~ calendar months ~~of April through October~~,
 Monday through Friday*: ~~12:00 Noon~~6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

~~(b)~~ **Super-Off-Peak Periods** - The designated Super-Off-Peak Periods expressed in terms of prevailing clock time shall be as follows:
~~For the calendar months of March through November,~~
~~Every day, including weekends and holidays:~~ 12:00 a.m. (midnight) to 6:00 a.m.

~~(bc)~~ **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak ~~and Super-Off-Peak~~ Periods set forth in (a) ~~and (b)~~ above.

Determination of Billing Demands:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established ~~during the current billing period~~over the current and eleven previous billing periods.
- ~~(b)~~ The Mid-Peak Demand shall be the maximum 30-minute kW demand established during the designated On-Peak or Off-Peak Periods during the current billing period.
- ~~(c)~~ The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.
- ~~(b)(d)~~ The Monthly Max Demand shall be the maximum 30-minute kW demand established during the current billing period.

Delivery Voltage Credit:

When a customer takes service under this rate schedule at a delivery voltage above standard distribution secondary voltage, the Base Demand Charge hereunder shall be subject to the following credits:

For Distribution Primary Delivery Voltage:	\$1,491.28 per kW of Billing-Monthly Max Demand
For Transmission Delivery Voltage below 230 kV:	\$6,955.17 per kW of Billing-Monthly Max Demand
For Transmission Delivery Voltage at or above 230 kV:	\$7.04 per kW of Monthly Max Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charges and Delivery Voltage Credit hereunder:

Metering Voltage	Reduction Factor
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

~~If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing by the resulting power factor actually established at the time of maximum demand during the current month. For customers with metered demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 36¢ for each KVAR by which the reactive demand exceeds numerically .62 times the measured kW demand, and will be decreased 36¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.~~

(Continued on Page No. 3)

**RATE SCHEDULE GSDT-1
GENERAL SERVICE - DEMAND
OPTIONAL TIME OF USE RATE**
(Continued from Page No. 2)

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & <u>Regulatory Assessment Fee Factor</u> :	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

The term of service requirements under this optional rate schedule shall be the same as that required under the standard rate schedule which would otherwise be applicable; provided, however, customers who elect to take service hereunder at a given location shall have the right during the initial term of service to transfer to the otherwise applicable standard rate schedule at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate schedule at the location for a minimum term of twelve (12) months.

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of ~~4.671.08~~ % per month of the installed cost of such additional equipment.
3. All service rendered under this rate schedule shall be measured by the metering equipment capable of determining energy use during specified hourly periods.
4. Application for service hereunder will be accepted by the Company on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
5. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.
- ~~6. For customers who made, prior to May 1, 2002, a Contribution in Aid of Construction (CIAC) equal to the additional installed cost of a time of use meter, the Customer Charge shall be the applicable Customer Charge contained in Rate Schedule GSD-1.~~



**RATE SCHEDULE GSLM-1
 GENERAL SERVICE - LOAD MANAGEMENT
 (Closed to New Customers as of 07/20/2000)**

Availability:

Available only within the range of the Company's Load Management System.

Applicable:

To customers who are eligible for service under Rate Schedules GS-1, GST-1, GSD-1, or GSDT-1, excluding those customers served under the General Service transition rates, and who elect service under this rate schedule and have electric space cooling equipment suitable for interruptible operation. Also applicable to those customers who have any of the following electrical equipment installed on permanent residential structures and utilized for domestic (household) purposes: (1) water heater(s), (2) central electric heating system(s), (3) central electric cooling system(s), and/or (4) swimming pool pump(s).

Limitation of Service:

Service to specified electrical equipment may be interrupted at the option of the Company by means of load management devices installed on the customer's premises.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

The rates and all other terms and conditions of Company Rate Schedules GS-1, GST-1, GSD-1 or GSDT-1 (whichever shall otherwise be applicable) shall be applicable to service under this rate schedule, subject to the following:

LOAD MANAGEMENT MONTHLY CREDIT AMOUNT

<u>Interruptible Equipment</u>	<u>Interruption Schedule</u>	<u>Credit Based on Installed Capacity¹</u>	<u>Applicable Billing Months</u>
Electric Space Cooling ³	A	\$ 0.26 Per kW	April-March thru October-November
Electric Space Cooling ³	B	\$ 0.56 Per kW	April-March thru October-November
Domestically Utilized Equipment ^{2,3}	[Availability, Schedules and Credits of the otherwise applicable Rate Schedule RSL-1 or RSL-2 shall apply]		

Notes:

- (1) Credit shall not exceed 50% of the Non-Fuel Energy and Demand Charges; nor, for otherwise applicable Rate Schedule GSDT-1, shall the credit exceed the On-Peak and Base Demand Charges.
- (2) Equipment includes water heaters, central heating systems, central cooling systems and swimming pool pumps when such equipment is installed on permanent residential structures and utilized for domestic purposes.
- (3) Restricted to existing customers as of July 20, 2000.

Interruption Schedules:

- Schedule A Interruptions to achieve an effective equipment duty cycle of approximately 66% during control periods within the designated Peak Periods.
- Schedule B Interruptions to achieve an effective equipment duty cycle of approximately 45% during control periods within the designated Peak Periods.

(Continued on Page No. 2)



**RATE SCHEDULE GSLM-1
GENERAL SERVICE – LOAD MANAGEMENT**
(Continued from Page No. 1)

Peak Periods:

The designated Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of ~~November-December~~ through ~~March~~February,
All Days: 6:00 a.m. to 11:00 a.m., and
6:00 p.m. to 11:00 p.m.; 5:00 a.m. to 10:00 a.m.
- (2) For ~~the all~~ calendar months ~~of April through October~~,
All Days: 1:00 p.m. to 11:00 p.m.; 6:00 p.m. to 9:00 p.m.

Special Provisions:

1. The Company shall be allowed reasonable access to the customer's premises to install, maintain, inspect, test and remove load management devices on the electrical equipment specified above.
2. Prior to the installation of load management devices, the Company may inspect the customer's electrical equipment to ensure good repair and working condition, but the Company shall not be responsible for the repair or maintenance of the electrical equipment. The Company may, at its option, require a commercial energy audit as a prerequisite to receiving service under this rate. The audit may be used to establish or confirm equipment capacity, operating hours, or to determine the ability of the Company to control electric demand.
3. The Company shall not be required to install load management devices on electrical equipment, which would not be economically justified, for reasons such as excessive installation costs, oversized equipment or abnormal utilization of equipment, including operating hours which are not considered within the designated Peak Periods.
4. If the Company determines that equipment operating schedules and/or business hours have reduced the ability of the Company to control electric demand during the above designated peak periods, then service under this rate will be discontinued.
5. Where multiple units (including standby or multi-stage) of space conditioning equipment are used to heat or cool a building, all of these units must be equipped with load management devices and normally must be controlled on the same interruption cycle.
6. Billing under this rate schedule will commence with the first complete billing period following installation of the load management devices. During the first year of service, a customer may transfer to another rate schedule by notifying the Company forty-five (45) days in advance. After the first year of service, the customer may transfer to another rate schedule by notifying the Company twelve (12) months in advance. However, in the event of any revision to the interruption schedules which may affect customer, the customer shall be allowed ninety (90) days from the effective date of the revision to change schedules or equipment or transfer to another rate schedule.
7. The limitations on Interruptible Schedules shall not apply during critical capacity conditions on the Company's system; nor shall limitations apply at times the Company requires additional generating resources to maintain firm power sales commitments or supply emergency interchange service to another utility for its firm load obligations only. The Company may also exercise equipment interruptions at any time for purposes of testing and performance evaluation of its Load Management System.
8. If the Company determines that the load management devices have been tampered with or disconnected without notice or customer Wi-Fi network for use by Company's load management devices has been unavailable for a period of thirty (30) consecutive days and the customer has been unresponsive to the Company's attempts to reconnect, the Company may discontinue service under this rate schedule and bill for prior load management credits received by the customer, plus applicable investigative charges. The Company shall not impose any additional charges when events that caused the disruption were out of the customer's control.
9. If the Company determines that the effect of equipment interruptions have been offset by the customer's use of supplementary or alternative electrical equipment, service under this rate schedule may be discontinued and the customer billed for all prior load management credits received over a period not in excess of six (6) months.
10. For purposes of determining eligible credits related to domestically utilized equipment, the customer shall provide the Company actual occupancy rates of permanent residential structures containing each type of equipment for the previous winter (~~November-December~~ through ~~March~~February) and summer (~~April-March~~ through ~~October~~November) periods. Credits for the current billing period shall apply to the number of items of each installed type of equipment multiplied by the corresponding previous seasonal period's occupancy rate.



**RATE SCHEDULE GSLM-2
 GENERAL SERVICE LOAD MANAGEMENT – STANDBY GENERATION**

Availability:

Available only within the range of the Company's radio switch communications capability.

Applicable:

To customers who are eligible for service under Rate Schedules GS-1, GST-1, GSD-1, or GSDT-1 who have standby generation that will allow facility demand reduction at the request of the Company. The customer's Standby Generation Capacity calculation must be at least 50 kW in order to remain eligible for the rate. Customers cannot be on this rate schedule and also the General Service Load Management (GSLM-1) rate schedule. Not applicable to Net Metering customers. Customers cannot use the standby generation for peak shaving. Available only to those customers whose standby generation equipment is compliant with all applicable federal, state, and local codes and rules.

Limitation of Service:

Operation of the customer's equipment will occur at the Company's request. Requests by the Company for the customer to reduce facility demand by operation of their standby generation can occur at any time. Power to the facility from the Company will normally remain as back up power for the standby generation. The Customer will be given fifteen (15) minutes to initiate the demand reduction before the capacity calculation (see Definitions) is impacted.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

The rates and all other terms and conditions of Company Rate Schedules GS-1, GST-1, GSD-1 or GSDT-1 (whichever shall otherwise be applicable) shall be applicable to service under this rate schedule, subject to the following:

**GSLM-2 MONTHLY CREDIT AMOUNT
 STANDBY GENERATION**

<u>Credit</u>	<u>Cumulative Fiscal Year Hours</u>
$\$4,846.61 \times C + \$0.590.10 \times \text{kWh monthly}$	All CRH

Immediately upon going on the rate, the customer's Capacity (**C**) is set to a value equivalent to the load the customer's standby generator carries during testing observed by the Customer and a Company representative. The **C** will remain at that value until the equipment is requested to run by the Company. The **C** for that month and subsequent months will be a calculated value based upon the following formula:

$$C = \frac{\text{kWh annual}}{[\text{CAH} - (\# \text{ of Requests} \times \frac{1}{4} \text{ hour})]}$$

Definitions:

kWh annual = Actual measured kWh generated by the standby generator during the previous twelve (12) months during Company control periods (rolling total).

CAH = Cumulative hours requested by the Company for the standby generation to operate for the previous twelve (12) months (rolling total).

CRH = Cumulative standby generator running hours during request periods of the Company for the current fiscal year (the fiscal year begins on the month the customer goes on the GSLM-2 rate).

of Requests = The cumulative number of times the Company has requested the standby generation to be operated for the previous twelve (12) months (rolling total).

kWh monthly = Actual measured kWh generated by the standby generator for the current month during Company control periods.

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, ~~Managing Director~~Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2018~~January 1, 2022



**RATE SCHEDULE CS-1
 CURTAILABLE GENERAL SERVICE**
 (Closed to New Customers as of 04/16/96)

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes where the customer agrees during a period of requested curtailment to curtail as a minimum the greater of: (a) 25 kW or (b) 25% of their average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection for twelve (12) months).

Character of Service:

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

Limitation of Service:

Standby or resale service not permitted hereunder. Curtailable service under this rate schedule is not subject to curtailment during any time period for economic reasons. Curtailable service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to curtailable loads except under the conditions set forth in Special Provision No. 6 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 82.78
Primary Metering Voltage:	\$ 229.84
Transmission Metering Voltage:	\$ 857.81

Demand Charge: \$ 10.23 per kW of Billing Demand

Plus the Cost Recovery Factors on a \$/ kW basis
 in Rate Schedule BA-1, *Billing Adjustments*: See Sheet No. 6.105 and 6.106

Curtaillable Demand Credit: \$ 5.03 per kW of Curtaillable Demand

Energy Charge:

Non-Fuel Energy Charge: 1.868¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis
 in Rate Schedule BA-1, *Billing Adjustments*,
 except for the Fuel Cost Recovery Factor and
 Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.37 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)



RESERVED FOR FUTURE USE

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022



**RATE SCHEDULE CS-1
 CURTAILABLE GENERAL SERVICE**
 (Closed to New Customers as of 04/16/96)
 (Continued from Page No. 1)

Determination of Billing Demand:

The billing demand shall be the maximum 30-minute kW demand established during the current billing period.

Determination of Curtailable Demand:

The Curtailable Demand shall be the difference, if any, between the current Billing Demand and the contract Non-Curtailable Demand determined in accordance with Special Provision No. 2 of this rate. In no event shall the Curtailable Demand be less than zero.

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credit:

_____ For Distribution Primary Delivery Voltage:	_____ \$1.19 per kW of Billing Demand
_____ For Transmission Delivery Voltage:	_____ \$5.95 per kW of Billing Demand

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
_____ Distribution Primary	_____ 1.0%
_____ Transmission	_____ 2.0%

Power Factor:

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 36¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 36¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

Fuel Cost Recovery Factor:	_____ See Sheet No. 6.105
Asset Securitization Charge Factor:	_____ See Sheet No. 6.105
Gross Receipts Tax Factor:	_____ See Sheet No. 6.106
Right-of-Way Utilization:	_____ See Sheet No. 6.106
Municipal Tax:	_____ See Sheet No. 6.106
Sales Tax:	_____ See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be for a minimum initial term of two (2) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

(Continued on Page No. 3)



RESERVED FOR FUTURE USE

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



**RATE SCHEDULE CS-1
CURTAILABLE GENERAL SERVICE**
(Closed to New Customers as of 04/16/96)
(Continued from Page No. 2)

Special Provisions:

- ~~1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment would not be deemed to exist while such energy remains available.~~
- ~~2. Under the provisions of this rate, the Company will require a contract with the customer upon the Company's filed standard contract Form No. 2. An initial Non-Curtailable Demand shall be specified in the contract and shall be based on specifications for power requirements supplied to the Company. (Note: the initial contract Non-Curtailable Demand cannot be set any greater than 75% of the customer's average monthly billing demand in accordance with the Applicable Clause of this rate schedule). The contract Non-Curtailable Demand shall be reestablished under the following conditions:
 - ~~(a) If a change in the customer's power requirements occurs, the Company and the customer shall establish a new contract Non-Curtailable Demand.~~
 - ~~(b) If the customer establishes a demand higher than the contract Non-Curtailable demand during any period of requested curtailment in the billing period, such higher demand shall become the contract Non-Curtailable Demand effective with the next billing period. In addition, Special Provision No. 5 is applicable.~~
 - ~~(c) If the customer establishes a demand lower than the contract Non-Curtailable demand during all periods of requested curtailment in the billing period, such lower demand upon request by the customer shall become the contract Non-Curtailable Demand effective with the next billing period.~~
 - ~~(d) If the customer's contract Non-Curtailable Demand exceeds 75% of the customer's average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection of twelve (12) months), the contract Non-Curtailable Demand shall be set equal to 75% of the customer's average monthly billing demand effective with the current billing period. A reestablishment of the customer's contract Non-Curtailable Demand under this condition shall supersede any other establishment.~~~~
- ~~3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of his power requirements to no more than his contract Non-Curtailable Demand upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request one additional curtailment each calendar year irrespective of capacity availability or operating conditions.~~
- ~~4. A customer will be deemed to have complied with their curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment does not exceed his contract Non-Curtailable Demand.~~
- ~~5. If the maximum 30-minute kW demand established during a requested curtailment in the billing period exceeds the customer's contract Non-Curtailable Demand, the customer will be billed the following additional charge for all billing periods from the most recent prior billing period of requested curtailment through the current billing period, not to exceed a total of twelve (12) billing periods:
 - ~~1.25 times the difference in Demand and Energy Charges which would result under Rate Schedule GSD-1 and those Demand and Energy Charges calculated under this rate schedule. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.~~~~

Continued on Page 4



RESERVED FOR FUTURE USE

Continued on Page 4

ISSUED BY: Javier J. Portuondo, ~~Director-Vice President~~, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~April 29, 2013~~ January 1, 2022



**RATE SCHEDULE CS-1
CURTAILABLE GENERAL SERVICE**
(Closed to New Customers as of 04/16/96)
(Continued from Page No. 3)

Special Provisions: (Continued)

~~6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with curtailable loads used during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods to no more than their established Non-Curtailable Demand pursuant to the third paragraph of these provisions.~~

~~_____ In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3, SS-2 and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to no more than the customer's Non-Curtailable Demand will be required for the remainder of such period.~~

~~_____ In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and does not exceed his Non-Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of any additional cost of such energy.~~

~~7. If the customer increases his power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.~~

~~8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% times the installed cost of such additional equipment.~~

~~9. Customers taking service under this curtailable rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives waiver of this Special Provision No. 9 from the Florida Public Service Commission.~~

~~10. Where all or a part of the facilities of a customer receiving service under this rate schedule are designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster, the Company shall not curtail service to the customer during such periods; provided however, that the Company receives notice of the facilities' use as a public shelter sufficiently in advance to permit the deactivation of automatic devices.~~



SECTION NO. VI
~~TENTH-ELEVENTH~~ REVISED SHEET NO. 6.233
CANCELS ~~NINTH-TENTH~~ REVISED SHEET NO. 6.233

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RESERVED FOR FUTURE USE

ISSUED BY: Javier J. Portuondo, ~~Director~~ Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~April 29, 2013~~ January 1, 2022



**RATE SCHEDULE CS-2
 CURTAILABLE GENERAL SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes where the billing demand is 500 kW or more, and where the customer agrees to curtail 25% or more of their average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection for twelve (12) months).

Character of Service:

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

Limitation of Service:

Standby or resale service is not permitted hereunder. Curtailable service under this rate schedule is not subject to curtailment during any time period for economic reasons. Curtailable service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. ~~The Company will not make off-system purchases during such periods to maintain service to curtailable loads except under the conditions set forth in Special Provision No. 6 of this rate schedule.~~

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 82.7887.44
Primary Metering Voltage:	\$ 229.84242.77
Transmission Metering Voltage:	\$ 867.84906.04

Demand Charge:

\$ ~~40.2310.81~~ per kW of Billing Demand

Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, *Billing Adjustments*:

See Sheet No. 6.105 and 6.106

Curtailable Demand Credit:

\$ ~~8.777.72~~ per kW of ~~Load Factor Adjusted~~Contracted On-Peak Demand Capability

Plus an additional event incentive of 25¢ times the difference in kWh usage during the 30 minutes preceding the curtailment event and the average 30 minute actual kWh usage during the curtailment event.

Energy Charge:

Non-Fuel Energy Charge: ~~4.8681.973~~¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$~~4.371.45~~ per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022



**RATE SCHEDULE CS-2
 CURTAILABLE GENERAL SERVICE**
 (Continued from Page No. 1)

Rating Periods:

(a) On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

(1) For the calendar months of December through February,
 Monday through Friday*: 5:00 a.m. to 10:00 a.m.

(2) For all calendar months,
 Monday through Friday*: 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

Determination of Billing Demand:

The billing demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 500 kW.

Determination of ~~Load Factor Adjusted Demand~~ Contracted On-Peak Demand Capability:

~~The Contracted On-Peak Demand Capability shall be the lesser of the Contracted Curtailable Demand and the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period. The Load Factor Adjusted Demand shall be the difference, if any, between the maximum 30-minute kW demand established during the current billing period and the contract Non-Curtailable Demand determined in accordance with Special Provision No. 2 of this rate, multiplied by the customer's billing load factor (ratio of billing kWh to maximum 30-minute kW demand, multiplied by the number of hours in the billing period). In no event shall the Curtailable Demand be less than zero.~~

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage: \$~~4.491.28~~ per kW of Billing Demand
 For Transmission Delivery Voltage below 230 kV: \$~~6.955.17~~ per kW of Billing Demand
For Transmission Delivery Voltage at or above 230 kV: \$7.04 per kW of Billing Demand

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

~~If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing the resulting power factor actually established at the time of maximum demand during the current month. Bills computed under the above rate per month charges will be increased 36¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 36¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.~~

Additional Charges:

Fuel Cost Recovery Factor: See Sheet No. 6.105
 Asset Securitization Charge Factor: See Sheet No. 6.105
 Gross Receipts Tax Factor & Regulatory Assessment Fee Factor: See Sheet No. 6.106
 Right-of-Way Utilization: See Sheet No. 6.106
 Municipal Tax: See Sheet No. 6.106
 Sales Tax: See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

(Continued on Page No. 3)



Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate shall be for a minimum initial term of two (2) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



**RATE SCHEDULE CS-2
CURTAILABLE GENERAL SERVICE**
(Continued from Page No. 2)

Special Provisions:

1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
2. Under the provisions of this rate, the Company will require a contract with the customer upon the Company's filed standard contract Form No. 2. An initial Non-Curtailable Demand shall be specified in the contract and shall be based on specifications for power requirements supplied to the Company. (Note: the initial contract Non-Curtailable Demand cannot be set any greater than 75% of the customer's average monthly billing demand in accordance with the Applicable Clause of this rate schedule). Contracted Curtailable Demand shall be the difference between the customer's average monthly billing demand and the Non-Curtailable Demand. The contract Non-Curtailable Demand shall be re-established under the following conditions:
 - (a) If a change in the customer's power requirements occurs, the Company and the customer shall establish a new contract Non-Curtailable Demand.
 - (b) If the customer establishes a demand higher than the contract Non-Curtailable demand during any period of requested curtailment in the billing period, such higher demand shall become the contract Non-Curtailable Demand effective with the next billing period. In addition, Special Provision No. 5 is applicable.
 - (c) If the customer establishes a demand lower than the contract Non-Curtailable demand during all periods of requested curtailment in the billing period, such lower demand upon request by the customer shall become the contract Non-Curtailable Demand effective with the next billing period.
 - (d) If the customer's contract Non-Curtailable Demand exceeds 75% of the customer's average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection of twelve (12) months), the contract Non-Curtailable Demand shall be set equal to 75% of the customer's average monthly billing demand effective with the current billing period. A re-establishment of the customer's contract Non-Curtailable Demand under this condition shall supersede any other establishment.
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of his power requirements to no more than his contract Non-Curtailable Demand upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
4. A customer will be deemed to have complied with his curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment does not exceed his contract Non-Curtailable Demand.
5. If the maximum 30-minute kW demand established during a requested curtailment in the billing period exceeds the customer's contract Non-Curtailable Demand, the customer will be billed the following additional charge for all billing periods from the most recent prior billing period of requested curtailment through the current billing period, not to exceed a total of twelve (12) billing periods:
 - 1.25 times the difference in Demand and Energy Charges which would result under Rate Schedule GSD-1 and those Demand and Energy Charges calculated under this rate schedule plus the difference between ECCR, CCR and ECRC of this rate schedule and GSD-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.

(Continued on Page No. 4)

ISSUED BY: Javier J. Portuondo, Director-Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~April 29, 2013~~ January 1, 2022

**RATE SCHEDULE CS-2
CURTAILABLE GENERAL SERVICE**
(Continued from Page No. 3)**Special Provisions: (Continued)**

6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. ~~Any energy associated with curtailable loads used during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods to no more than their established Non-Curtailable Demand pursuant to the third paragraph of these provisions.~~

~~In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CST-2, CS-3, CST-3, SS-2 and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to no more than the customer's Non-Curtailable Demand will be required for the remainder of such period.~~

~~In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and does not exceed his Non-Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of any additional cost of such energy.~~

7. If the customer increases his power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of ~~4.671,08~~% times the installed cost of such additional equipment.
9. Customers taking service under this curtailable rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
10. Service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster.
11. Any customer who established a billing demand of less than 500 kW in any of the 12 billing periods ~~proceeding~~ ~~preceding~~ May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 9 of this rate.



**RATE SCHEDULE CS-3
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes where the billing demand is 2,000 kW or more (based on most recent twelve (12) months or, where not available, projected billing demand for twelve (12) months), and where the customer agrees to curtail its demand by a fixed contractual amount of not less than 2,000 kW upon request of the Company in accordance with the provisions of this rate schedule.

Character of Service:

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

Limitation of Service:

Standby or resale service is not permitted hereunder. Service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. Service under this rate schedule is not subject to curtailment for economic reasons. ~~The Company will not make off system purchases during such curtailment periods to maintain service hereunder except as set forth in Special Provision No. 6 below.~~

Service under this rate is subject to the "General Rules and Regulations Governing Electric Service" contained in Section IV of the Company's currently effective and filed retail tariff.

Rate Per Month:

Customer Charge:

Secondary Metering Voltage: \$ ~~82.7887.44~~
Primary Metering Voltage: \$ ~~229.84242.77~~
Transmission Metering Voltage: \$ ~~857.81906.04~~

Demand Charge: \$ ~~40.2310.81~~ per kW of Billing Demand

Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, *Billing Adjustments*: See Sheet No. 6.105 and 6.106

Curtable Demand Credit: \$ ~~8.777.72~~ per kW of Fixed Curtable Demand

~~Plus an additional event incentive of 25¢ times the difference in kWh usage during the 30 minutes preceding the curtailment event and the average 30 minute actual kWh usage during the curtailment event.~~

Energy Charge:

Non-Fuel Energy Charge: ~~4.8681.973~~¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where the customer receives Premium Distribution Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer, including, all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$~~1.371.45~~ per kW for the cost of reserving capacity in the alternate distribution circuit.

Determination of Billing Demand:

The billing demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 2,000 kW.

Delivery Voltage Credit:

When a customer takes service under this rate schedule at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage: \$~~4.491.28~~ per kW of Billing Demand
For Transmission Delivery Voltage: \$~~6.955.17~~ per kW of Billing Demand
For Transmission Delivery Voltage at or above 230 kV: \$7.04 per kW of Billing Demand

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



**RATE SCHEDULE CS-3
 CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND**
 (Continued from Page No. 1)

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor Adjustment:

~~If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing the resulting power factor actually established at the time of maximum demand during the current month. Bills computed under the above rate per month charges will be increased 36¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 36¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.~~

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor <u>& Regulatory Assessment Fee Factor:</u>	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be for a minimum initial term of two (2) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

Special Provisions:

1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
2. As a condition for service under this rate schedule, a customer is required to enter into a contract with the Company on the Company's filed standard contract Form No. 2. An initial Fixed Curtailable Demand of at least 2,000 kW shall be specified in the contract, which may be re-established under the following conditions:
 - (a) If a change in the customer's power requirements occurs, the Company and the customer may establish a new Fixed Curtailable Demand.
 - (b) If the customer fails to reduce load by the Fixed Curtailable Demand for the duration of any period of requested curtailment, the lowest measured load reduction achieved during such period shall become the Fixed Curtailable Demand effective with the next billing period following the period of requested curtailment. In addition, Special Provision No. 5 is applicable.
 - (c) If the customer establishes a demand reduction larger than the Fixed Curtailable Demand for the duration of each period of requested curtailment occurring within a billing period, upon request by the customer, the lowest of the demand reductions achieved during each such period shall become the Fixed Curtailable Demand effective with the next billing period.
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of its load by at least the Fixed Curtailable Demand upon each curtailment request from the Company. Such

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



6.2391

SECTION NO. VI

~~THIRTEENTH~~ ~~FOURTEENTH~~ REVISED SHEET NO. 6.2391

CANCELS ~~TWELFTH~~ ~~THIRTEENTH~~ REVISED SHEET NO.

Page 3 of 3

requests will be made during those periods specified under Limitation of Service above. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of such limitations.

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022

RATE SCHEDULE CS-3
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
(Continued from Page No. 2)

Special Provisions: (Continued)

4. A customer will be deemed to have complied with its curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment is lower than what the customer's maximum 30-minute kW demand would otherwise have been during the period of requested curtailment by at least the Fixed Curtailable Demand defined in Special Provision No. 2. This will be determined by the Company using the customer's load data of similar day, time and weather conditions where a curtailment was not requested.
5. If a customer has not complied with its curtailment responsibility during a period of requested curtailment, the customer will be billed the following additional charge for all billing periods following the previous period of requested curtailment through the billing period in which such non-compliance occurred, not to exceed a total of twelve (12) billing periods:

125% of the difference in Demand and Energy Charges which would have resulted under Rate Schedule GSD-1 and those Demand and Energy Charges calculated under this rate schedule, plus the difference between ECCR, CCR and ECRC of this rate schedule and GSD-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.

6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. ~~Any energy associated with curtailable loads used during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods at least their Fixed Curtailable Demand pursuant to the third paragraph of these provisions.~~

~~In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CST-3, SS-2, and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to at least the customer's Fixed Curtailable Demand will be required for the remainder of such period.~~

~~In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and curtails by at least its Fixed Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of the additional cost of such energy.~~

7. If the customer increases its power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of ~~4.671~~ 1.08% times the installed cost of such additional equipment.
9. Customers taking non-firm service under this rate schedule who desire to transfer to a rate schedule providing firm service will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the notice.
10. Service under this rate is not available if all or a part of the customer's load serves a facility designated by an appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster



**RATE SCHEDULE CST-1
 CURTAILABLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**
 (Closed to New Customers as of 04/16/96)

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of customers otherwise eligible for service under Rate Schedule CS-1, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

Character of Service:

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

Limitation of Service:

Standby or resale service not permitted hereunder. Curtailable Service under this rate schedule is not subject to curtailment during any time period for economic reasons. Curtailable Service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to curtailable loads except under the conditions set forth in Special Provision No. 6 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 82.78
Primary Metering Voltage:	\$ 229.84
Transmission Metering Voltage:	\$ 857.81

Demand Charges:

Base Demand Charge:	\$ 1.53 per kW of Base Demand
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Plus the Cost Recovery Factors on a \$/kW basis
 in Rate Schedule BA-1, *Billing Adjustments*: See Sheet No. 6.105 and 6.106

On-Peak Demand Charge:	\$ 8.63 per kW of On-Peak Demand
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Curtable Demand Credit:	\$ 5.03 per kW of Curtable Demand
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Energy Charge:

Non-Fuel Energy Charge:	3.430¢ per On-Peak kWh
	1.031¢ per Off-Peak kWh

Plus the Cost Recovery Factors on a ¢/kWh basis
 in Rate Schedule BA-1, *Billing Adjustments*,
 except for the Fuel Cost Recovery Factor and
 Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.37 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)



SECTION NO. VI
~~THIRTY-NINTH~~FORTIETH REVISED SHEET NO. 6.240
CANCELS THIRTY-~~EIGHTH~~NINTH REVISED SHEET NO. 6.240

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RESERVED FOR FUTURE USE

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022



SECTION NO. VI

~~THIRTIETH~~ THIRTY-FIRST REVISED SHEET NO. 6.241

CANCELS ~~TWENTY-NINTH~~ THIRTIETH REVISED SHEET NO. 6.241

**RATE SCHEDULE CST-1
CURTAILABLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE**
(Closed to New Customers as of 04/16/96)
(Continued from Page No. 1)

Rating Periods:

(a) **On-Peak Periods** – The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,
 Monday through Friday *: 6:00 a.m. to 10:00 a.m. and
 6:00 p.m. to 10:00 p.m.

- (2) For the calendar months of April through October,
 Monday through Friday*: 12:00 Noon to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) **Off-Peak Periods** – The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

Determination of Billing Demands:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current billing period.
- (b) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

Determination of Curtailable Demand:

The Curtailable Demand shall be the difference, if any, between the current On-Peak Demand and the contract Non-Curtailable Demand determined in accordance with Special Provision No. 2 of this rate. In no event shall the Curtailable Demand be less than zero.

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Base Demand Charge hereunder shall be subject to the following credit:

- For Distribution Primary Delivery Voltage: \$1.19 per kW of Billing Demand
- For Transmission Delivery Voltage: \$5.95 per kW of Billing Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charges, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

Bills computed under the above rate per month charges will be increased 36¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 36¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

- Fuel Cost Recovery Factor: See Sheet No. 6.105
- Asset Securitization Charge Factor: See Sheet No. 6.105
- Gross Receipts Tax Factor: See Sheet No. 6.106

(Continued on Page No. 3)



SECTION NO. VI

~~THIRTIETH-THIRTY-FIRST~~ REVISED SHEET NO. 6.241

CANCELS ~~TWENTY-NINTH-THIRTIETH~~ REVISED SHEET NO. 6.241

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RESERVED FOR FUTURE USE

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



**RATE SCHEDULE CST-1
CURTAILABLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE**
(Closed to New Customers as of 04/16/96)
(Continued from Page No. 2)

Additional Charges: (Continued)

Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

For customers electing to take service hereunder in lieu of the otherwise applicable Rate Schedule CS-1, the term of service requirements under this optional rate schedule shall be the same as that required under Rate Schedule CS-1 provided, however, at a given location the customer shall have the right during the initial term of service to transfer to the otherwise applicable Rate Schedule CS-1 at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.

Special Provisions:

1. ~~As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.~~
2. ~~Under the provisions of this rate, the Company will require a contract with the customer upon the Company's filed standard contract Form No. 2. An initial Non-Curtailable Demand shall be specified in the contract and shall be based on specifications for power requirements supplied to the Company. (Note: the initial contract Non-Curtailable Demand cannot be set any greater than 75% of the customer's average monthly billing demand in accordance with the Applicable Clause of Rate Schedule CS-1). The contract Non-Curtailable Demand shall be re-established under the following conditions:~~
 - (a) ~~If a change in the customer's power requirements occurs, the Company and the customer shall establish a new contract Non-Curtailable Demand.~~
 - (b) ~~If the customer establishes a demand higher than the contract Non-Curtailable Demand during any period of requested curtailment in the billing period, such higher demand shall become the contract Non-Curtailable Demand effective with the next billing period. In addition, Special Provision No. 5 is applicable.~~
 - (c) ~~If the customer establishes a demand lower than the contract Non-Curtailable Demand during all periods of requested curtailment in the billing period, such lower demand upon request by the customer shall become the contract Non-Curtailable Demand effective with the next billing period.~~

(Continued on Page No. 4)

ISSUED BY: Javier J. Portuondo, Director Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: April 29, 2013 January 1, 2022



SECTION NO. VI
~~ELEVENTH-TWELFTH~~ REVISED SHEET NO. 6.242
CANCELS ~~TENTH-ELEVENTH~~ REVISED SHEET NO. 6.242

Page 3 of 5

RESERVED FOR FUTURE USE

(Continued on Page No. 4)

ISSUED BY: Javier J. Portuondo, ~~Director~~ Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~April 29, 2013~~ January 1, 2022

**RATE SCHEDULE CST-1
CURTAILABLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE**
(Closed to New Customers as of 04/16/96)
(Continued from Page No. 3)

~~Special Provisions: (Continued)~~

- ~~(d) _____ If the customer's contract Non-Curtailable Demand exceeds 75% of the customer's average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection of twelve (12) months), the contract Non-Curtailable Demand shall be set equal to 75% of the customer's average monthly billing demand effective with the current billing period. A re-establishment of the customer's contract Non-Curtailable Demand under this condition shall supersede any other establishment.~~
- ~~3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of his power requirements to no more than his contract Non-Curtailable Demand upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request one additional curtailment each calendar year irrespective of capacity availability or operating conditions.~~
- ~~4. A customer will be deemed to have complied with his curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment does not exceed his contract Non-Curtailable Demand.~~
- ~~5. If the maximum 30-minute kW demand established during a requested curtailment in the billing period exceeds the customer's contract Non-Curtailable Demand, the customer will be billed the following additional charge for all billing periods from the most recent prior billing period of requested curtailment through the current billing period, not to exceed a total of twelve (12) billing periods:~~
- ~~1.25 times the difference in Demand and Energy Charges which would result under Rate Schedule GSDT-1 and those Demand and Energy Charges calculated under this rate schedule. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.~~
- ~~6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with curtailable loads used during these periods will be subject to additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods to no more than their established Non-Curtailable Demand pursuant to the third paragraph of these provisions.~~
- ~~In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3, SS-2 and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to no more than the customer's Non-Curtailable Demand will be required for the remainder of such period.~~
- ~~In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and does not exceed his Non-Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of any additional cost of such purchased energy.~~
- ~~7. If the customer increases his power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.~~
- ~~8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install, and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% times the installed cost of such additional equipment.~~



RESERVED FOR FUTURE USE



**RATE SCHEDULE CST-1
CURTAILABLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE**
(Closed to New Customers as of 04/16/96)
(Continued from Page No. 4)

~~Special Provisions: (Continued)~~

- ~~9. Customers taking service under this curtailable rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives waiver of this Special Provision No. 9 from the Florida Public Service Commission.~~
- ~~10. Where all or part of the facilities of a customer receiving service under this rate schedule are designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster, the Company shall not curtail service to the customer during such periods; provided however, that the Company receives notice of the facilities use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.~~

RESERVED FOR FUTURE USE



**RATE SCHEDULE CST-2
 CURTAILABLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of customers otherwise eligible for service under Rate Schedule CS-2, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

Character of Service:

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

Limitation of Service:

Standby or resale service is not permitted hereunder. Curtailable service under this rate schedule is not subject to curtailment during any time period for economic reasons. Curtailable service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. ~~The Company will not make off-system purchases during such periods to maintain service to curtailable loads except under the conditions set forth in Special Provision No. 6 of this rate schedule.~~

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 82.7887.44
Primary Metering Voltage:	\$ 229.84242.77
Transmission Metering Voltage:	\$ 857.84906.04

Demand Charges:

Base Demand Charge:	\$ 1.531.55 per kW of Base Demand
Mid-Peak Demand Charge:	\$ 4.54 per kW of Mid-Peak Demand

~~Plus the Cost Recovery Factors on a \$/kW basis in Rate Schedule BA-1, Billing Adjustments:~~ See Sheet No. 6.105 and 6.106

On-Peak Demand Charge:	\$ 8.631.26 per kW of On-Peak Demand
------------------------	---

~~Plus the Cost Recovery Factors on a \$/kW basis in Rate Schedule BA-1, Billing Adjustments, using Monthly Max Demand:~~ See Sheet No. 6.105 and 6.106

Curtailable Demand Credit:

\$ ~~8.777.72~~ per kW of ~~Load Factor Adjusted Demand Contracted On-Peak Demand Capability~~

~~Plus an additional event incentive of 25¢ times the difference in kWh usage during the 30 minutes preceding the curtailment event and the average 30 minute actual kWh usage during the curtailment event.~~

Energy Charge:

Non-Fuel Energy Charge:	3.4301.848¢ per On-Peak kWh
	1.0311.607¢ per Off-Peak kWh
	1.011¢ per Super-Off-Peak kWh

~~Plus the Cost Recovery Factors on a ¢/kWh basis in Rate Schedule BA-1, Billing Adjustments, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:~~ See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during On-Peak Periods. The Super-Off-Peak rate shall apply to energy used during the designated Super-Off-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



NO. 6.245

SECTION NO. VI
TWENTY-~~FOURTH~~FIFTH REVISED SHEET NO. 6.245
CANCELS TWENTY-~~THIRD~~FOURTH REVISED SHEET

Page 1 of 4

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$~~1.37~~1.45 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022



**RATE SCHEDULE CST-2
 CURTAILABLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**
 (Continued from Page No. 1)

Rating Periods:

- (a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:
- (1) For the calendar months of ~~November-December~~ through ~~March~~~~February~~,
 Monday through Friday *: ~~6:00 a.m. to 10:00 a.m. and~~
~~6:00 p.m. to 10:00 p.m.~~ 5:00 a.m. to 10:00 a.m.
 - (2) For ~~the all~~ calendar months of ~~April through October~~,
 Monday through Friday*: ~~12:00 Noon~~6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

- (b) **Super-Off-Peak Periods** - The designated Super-Off-Peak Periods expressed in terms of prevailing clock time shall be as follows:
 For the calendar months of March through November,
Every day, including weekends and holidays 12:00 a.m. (midnight) to 6:00 a.m.

- (bc) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak and Super-Off-Peak Periods set forth in (a) and (b) above.

Determination of Billing Demands:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current and the eleven previous billing periods, but not less than 500 kW.
- (b) The Mid-Peak Demand shall be the maximum 30-minute kW demand established during the designated On-Peak or Off-Peak Periods during the current billing period.
- (bc) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.
- (d) The Monthly Max Demand shall be the maximum 30-minute kW demand established during the current billing period.

Determination of Load Factor Adjusted Demand Contracted On-Peak Demand Capability:

The Contracted On-Peak Demand Capability shall be the lesser of the Contracted Curtailable Demand and the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period. The Load Factor Adjusted Demand shall be the difference, if any, between the maximum 30-minute kW demand established during the current billing period and the contract Non-Curtailable Demand determined in accordance with Special Provision No. 2 of this rate, multiplied by the customer's billing load factor (ratio of billing kWh to maximum 30-minute kW demand, multiplied by the number of hours in the billing period). In no event shall the Curtailable Demand be less than zero.

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Base Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$ 1.191.28 per kW of <u>Billing-Monthly Max Demand</u>
For Transmission Delivery Voltage <u>below 230 kV:</u>	\$ 5.955.17 per kW of <u>Billing-Monthly Max Demand</u>
<u>For Transmission Delivery Voltage at or above 230 kV:</u>	<u>\$7.04 per kW of Monthly Max Demand</u>

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charges, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

(Continued on Page No. 3)



~~If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing by the resulting power factor actually established at the time of maximum demand during the current month. Bills computed under the above rate per month charges will be increased 36¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 36¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.~~

Additional Charges:

Fuel Cost Recovery Factor: _____ See Sheet No. 6.105
Asset Securitization Charge Factor: _____ See Sheet No. 6.105
Gross Receipts Tax Factor: _____ See Sheet No. 6.106

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



**RATE SCHEDULE CST-2
CURTAILABLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE**
(Continued from Page No. 2)

Additional Charges:—(Continued)

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge ~~and the Demand Charge for the current billing period~~. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

For customers electing to take service hereunder in lieu of the otherwise applicable Rate Schedule CS-2, the term of service requirements under this optional rate schedule shall be the same as that required under Rate Schedule CS-2 provided, however, at a given location the customer shall have the right during the initial term of service to transfer to the otherwise applicable Rate Schedule CS-2 at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.

Special Provisions:

1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
2. Under the provisions of this rate, the Company will require a contract with the customer upon the Company's filed standard contract Form No. 2. An initial Non-Curtailable Demand shall be specified in the contract and shall be based on specifications for power requirements supplied to the Company. (Note: the initial contract Non-Curtailable Demand cannot be set any greater than 75% of the customer's average monthly billing demand in accordance with the Applicable Clause of Rate Schedule CS-2). Contracted Curtailable Demand shall be the difference between the customer's average monthly billing demand and the Non-Curtailable Demand. The contract Non-Curtailable Demand shall be re-established under the following conditions:
 - (a) If a change in the customer's power requirements occurs, the Company and the customer shall establish a new contract Non-Curtailable Demand.
 - (b) If the customer establishes a demand higher than the contract Non-Curtailable demand during any period of requested curtailment in the billing period, such higher demand shall become the contract Non-Curtailable Demand effective with the next billing period. In addition, Special Provision No. 5 is applicable.
 - (c) If the customer establishes a demand lower than the contract Non-Curtailable Demand during all periods of requested curtailment in the billing period, such lower demand upon request by the customer shall become the contract Non-Curtailable Demand effective with the next billing period.

(Continued on Page No. 4)

ISSUED BY: Javier J. Portuondo, Director-Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: April 29, 2013 January 1, 2022

RATE SCHEDULE CST-2
CURTAILABLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE
(Continued from Page No. 3)

Special Provisions: (Continued)

- (d) If the customer's contract Non-Curtailable Demand exceeds 75% of the customer's average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection of twelve (12) months), the contract Non-Curtailable Demand shall be set equal to 75% of the customer's average monthly billing demand effective with the current billing period. A re-establishment of the customer's contract Non-Curtailable Demand under this condition shall supersede any other establishment.
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of his power requirements to no more than his contract Non-Curtailable Demand upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
4. A customer will be deemed to have complied with his curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment does not exceed his contract Non-Curtailable Demand.
5. If the maximum 30-minute kW demand established during a requested curtailment in the billing period exceeds the customer's contract Non-Curtailable Demand, the customer will be billed the following additional charge for all billing periods from the most recent prior billing period of requested curtailment through the current billing period, not to exceed a total of twelve (12) billing periods:
- 1.25 times the difference in Demand and Energy Charges which would result under Rate Schedule GSDT-1 and those Demand and Energy Charges calculated under this rate schedule plus the difference between ECCR, CCR and ECRC of this rate schedule and GSDT-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.
6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. ~~Any energy associated with curtailable loads used during these periods will be subject to additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods to no more than their established Non-Curtailable Demand pursuant to the third paragraph of these provisions.~~
- ~~In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CS-3, CST-3-SS-2, and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to no more than the customer's Non-Curtailable Demand will be required for the remainder of such period.~~
- ~~In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and does not exceed his Non-Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of any additional cost of such purchased energy.~~
7. If the customer increases their power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install, and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of ~~1.67~~**1.08**% times the installed cost of such additional equipment.
9. Customers taking service under this curtailable rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
10. Service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use at a public shelter during periods of emergency or natural disaster.
11. Any customer who established a Base billing demand of less than 500 kW in any of the 12 billing periods proceeding May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 9 of this rate.



6.2490

**RATE SCHEDULE CST-3
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer otherwise eligible for service under Rate Schedule CS-3, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

Character of Service:

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

Limitation of Service:

Standby or resale service is not permitted hereunder. Service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments, or b) supply emergency interchange service to another utility for its firm load obligations only. Service under this rate schedule is not subject to curtailment for economic reasons. ~~The Company will not make off-system purchases during such curtailment periods to maintain service hereunder except as set forth in Special Provision No. 6 below.~~

Service under this rate is subject to the "General Rules and Regulations Governing Electric Service" contained in Section IV of the Company's currently effective and filed retail tariff.

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ <u>82,7887.44</u>
Primary Metering Voltage:	\$ <u>229,84242.77</u>
Transmission Metering Voltage:	\$ <u>857,81906.04</u>

Demand Charges:

Base Demand Charge:	\$ <u>4,531.55</u> per kW of Base Demand
Mid-Peak Demand Charge:	\$ <u>4.54</u> per kW of Mid-Peak Demand

~~Plus the Cost Recovery Factors on a \$/kW basis in Rate Schedule BA-1, Billing Adjustments:~~

~~See Sheet No. 6.105 and 6.106~~

On-Peak Demand Charge:	\$ <u>8,631.26</u> per kW of On-Peak Demand
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~~Plus the Cost Recovery Factors on a \$/kW basis in Rate Schedule BA-1, Billing Adjustments, using Monthly Max Demand:~~

~~See Sheet No. 6.105 and 6.106~~

Curtable Demand Credit:	\$ <u>8,777.72</u> per kW of Fixed Curtable Demand
--------------------------------	--

~~Plus an additional event incentive of 25¢ times the difference in kWh usage during the 30 minutes preceding the curtailment event and the average 30 minute actual kWh usage during the curtailment event.~~

Energy Charge:

Non-Fuel Energy Charge:	3,4301.848¢ per On-Peak kWh
	4,0341.607¢ per Off-Peak kWh
	1.011¢ per Super-Off-Peak kWh

~~Plus the Cost Recovery Factors on a ¢/kWh basis in Rate Schedule BA-1, Billing Adjustments, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:~~

~~See Sheet No. 6.105 and 6.106~~

~~The On-Peak rate shall apply to energy use during On-Peak Periods. The Super-Off-Peak rate shall apply to energy used during the designated Super-Off-Peak Periods. The Off-Peak rate shall apply to all other energy use.~~

Premium Distribution Service Charge:

Where the customer receives Premium Distribution Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including, all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by ~~\$1,371.45~~ per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2021 January 1, 2022



6.2490

Rating Periods:

~~**On-Peak Periods** – The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:~~

- ~~_____ For the calendar months of November through March,
Monday through Friday*: _____ 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.~~
- ~~_____ For the calendar months of April through October,
Monday through Friday*: _____ 12:00 Noon to 9:00 p.m.~~

~~* _____ The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. In the event the holiday occurs on a Saturday or Sunday, the following Monday _____ shall be excluded from the On-Peak Periods.~~

~~**Off-Peak Periods** – The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.~~

(Continued on Page No. 2)



6.2491

SECTION NO. VI

~~SIXTEENTH SEVENTEENTH~~ REVISED SHEET NO. 6.2491
CANCELS ~~FIFTEENTH SIXTEENTH~~ REVISED SHEET NO.

**RATE SCHEDULE CST-3
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
OPTIONAL TIME OF USE RATE**
(Continued from Page No. 1)

Rating Periods:

(a) On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of December through February,
Monday through Friday*: 5:00 a.m. to 10:00 a.m.
- (2) For all calendar months,
Monday through Friday*: 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) Super-Off-Peak Periods - The designated Super-Off-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- For the calendar months of March through November,
Every day, including weekends and holidays 12:00 a.m. (midnight) to 6:00 a.m.

(c) Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak and Super-Off-Peak Periods set forth in (a) and (b) above.

Determination of Billing Demand:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established over the current and the eleven previous billing periods, but not less than 2,000 kW.
- (b) The Mid-Peak Demand shall be the maximum 30-minute kW demand established during the designated On-Peak or Off-Peak Periods during the current billing period.
- (c) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.
- (d) The Monthly Max Demand shall be the maximum 30-minute kW demand established during the current billing period. The Base Demand for billing purposes shall be the maximum 30-minute kW demand established during the current billing period, but not less than 2,000 kW.

~~The On-Peak Demand for billing purposes shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.~~

Delivery Voltage Credit:

When a customer takes service under this rate schedule at a delivery voltage above standard distribution secondary voltage, the Base Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$ 4.4928 per kW of Billing-Monthly Max Demand
For Transmission Delivery Voltage <u>below 230 kV:</u>	\$ 5.955.17 per kW of Billing-Monthly Max Demand
<u>For Transmission Delivery Voltage at or above 230 kV:</u>	\$ 7.04 per kW of Monthly Max Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Curtailable Demand Credit, and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor Adjustment:

If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing by the resulting power factor actually established at the time of maximum demand during

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



6.2491

SECTION NO. VI

~~SIXTEENTH SEVENTEENTH~~ REVISED SHEET NO. 6.2491
CANCELS ~~FIFTEENTH SIXTEENTH~~ REVISED SHEET NO.

~~the current month. Bills computed under the above rate per month charges will be increased 36¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 36¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.~~

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

~~The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.~~

Terms of Payment:

~~Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.~~

Term of Service:

~~Service under this rate schedule shall be for a minimum initial term of two (2) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.~~

Special Provisions:

~~1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.~~

(Continued on Page No. 3)



**^ RATE SCHEDULE CST-3
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
OPTIONAL TIME OF USE RATE**
(Continued from Page No. 2)

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax & Regulatory Assessment Fee Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be for a minimum initial term of two (2) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

Special Provisions:

1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.

Special Provisions: (Continued)

2. As a condition for service under this rate schedule, a customer is required to enter into a contract with the Company on the Company's filed standard contract Form No. 2. An initial Fixed Curtailable Demand of at least 2,000 kW shall be specified in the contract, which may be re-established under the following conditions:
 - (a) If a change in the customer's power requirements occurs, the Company and the customer may establish a new Fixed Curtailable Demand of at least 2,000 kW.
 - (b) If the customer fails to reduce load by the Fixed Curtailable Demand for the duration of any period of requested curtailment, the lowest measured load reduction achieved during such period, but not less than 2,000 kW, shall become the Fixed Curtailable Demand effective with the next billing period following the period of requested curtailment. In addition, Special Provision No. 5 is applicable.
 - (c) If the customer establishes a demand reduction larger than the Fixed Curtailable Demand for the duration of each period of requested curtailment occurring within a billing period, upon request by the customer, the lowest of the demand reductions achieved during each such period shall become the Fixed Curtailable Demand effective with the next billing period.
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of its load by at least the Fixed Curtailable Demand upon each curtailment request from the Company. Such requests will be made during those periods specified under Limitation of Service above. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of such limitations.
4. A customer will be deemed to have complied with its curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment is lower than what the customer's maximum 30-minute kW demand would otherwise have been during the period of requested curtailment by at least the Fixed Curtailable Demand defined in Special Provision No. 2. This will be determined by the Company using customer's load data of similar day, time and weather conditions where a curtailment was not requested.
5. If a customer has not complied with its curtailment responsibility during a period of requested curtailment, the customer will be billed the following additional charge for all billing periods following the previous period of requested curtailment through the billing period in which such non-compliance occurred, not to exceed a total of twelve (12) billing periods:

125% of the difference in Demand and Energy Charges which would have resulted under Rate Schedule GSDT-1 and those Demand and Energy Charges calculated under this rate schedule, plus the difference between ECCR, CCR and ECRC of this rate schedule and GSDT-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.

(Continued on Page No. 4)

ISSUED BY: Javier J. Portuondo, Director-Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~April 29, 2013~~ January 1, 2022

~~6.—To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with curtailable loads used during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods to at least their Fixed Curtailable Demand pursuant to the third paragraph of these provisions.~~

~~In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, SS-2 and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to at least the customer's Fixed Curtailable Demand will be required for the remainder of such period.~~

~~In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and curtails by at least its Fixed Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of the additional cost of such energy.~~

~~7.—If the customer increases its power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.~~

(Continued on Page No. 4)



RATE SCHEDULE CST-3
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
OPTIONAL TIME OF USE RATE
(Continued from Page No. 3)

Special Provisions: (Continued)

6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases.
7. If the customer increases its power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of ~~4.67~~1.08% times the installed cost of such additional equipment.
9. Customers taking non-firm service under this rate schedule who desire to transfer to a rate schedule providing firm service will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the notice.
10. Service under this rate is not available if all or a part of the customer's load serves a facility designated by an appropriate governmental agency for use at a public shelter during periods of emergency or natural disaster.



RATE SCHEDULE IS-1
INTERRUPTIBLE GENERAL SERVICE
 (Closed to New Customers as of 04/16/96)

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes where service may be interrupted by the Company.

Character of Service:

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

Limitation of Service:

Standby or resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 4 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 303.96
Primary Metering Voltage:	\$ 451.03
Transmission Metering Voltage:	\$ 1,079.02

Demand Charge:

\$ 8.67 per kW of Billing Demand

Plus the Cost Recovery Factors on a \$/ kW basis
 in Rate Schedule BA-1, *Billing Adjustments*: See Sheet No. 6.105 and 6.106

Interruptible Demand Credit: \$ 6.71 per kW of Billing Demand

Energy Charge:

Non-Fuel Energy Charge: 1.252¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis
 in Rate Schedule BA-1, *Billing Adjustments*,
 except for the Fuel Cost Recovery Factor and
 Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 5 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.37 per kW for the cost of reserving capacity in the alternate distribution circuit.

Determination of Billing Demand:

The Billing Demand shall be the maximum 30-minute kW demand established during the billing period.

Delivery Voltage Credit:

When a customer takes service under this rate schedule at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$1.19 per kW of Billing Demand
For Transmission Delivery Voltage:	\$5.95 per kW of Billing Demand

(Continued on Page No. 2)



RESERVED FOR FUTURE USE

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



RATE SCHEDULE IS-1
INTERRUPTIBLE GENERAL SERVICE
 (Closed to New Customers as of 04/16/96)
 (Continued from Page No. 1)

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Interruptible Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

For customers with measured demands of 1,000 kW or more for three (3) of more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 36¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 36¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be for a minimum initial term of five (5) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

Special Provisions:

- When the customer increases the electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
- Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required equipment (metering, under frequency relay, etc.) will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.
- The Company may, under the provisions of this rate, at its option, require a special contract with the customer upon the Company's filed contract form.
- The Company will attempt to minimize interruption hereunder by purchasing power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. When the Company is successful in making such purchases, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3, SS-2 and SS-3 during the corresponding calendar month.

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2021January 1, 2022



SECTION NO. VI
TWENTY-~~SEVENTH~~EIGHTH REVISED SHEET NO. 6.251
CANCELS TWENTY-~~SIXTH~~SEVENTH REVISED SHEET NO. 6.251

RESERVED FOR FUTURE USE

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022



**RATE SCHEDULE IS-1
INTERRUPTIBLE GENERAL SERVICE**
(Closed to New Customers as of 04/16/96)
(Continued from Page No. 2)

~~Special Provisions: (Continued)~~

- ~~In the event a customer elects to interrupt irrespective of the availability of additional energy purchased by the Company during the period for which interruption would have otherwise occurred, the customer will incur no responsibility for the payment of any additional cost of such energy.~~
- ~~5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.~~
- ~~6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.~~
- ~~7. Where all or a part of the facilities of a customer receiving service under this rate schedule are designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster, the Company shall not interrupt service to the customer during such periods; provided however, that the Company receives notice of the facilities use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.~~

RESERVED FOR FUTURE USE



**RATE SCHEDULE IS-2
 INTERRUPTIBLE GENERAL SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicability:

Applicable to customers, other than residential, for light and power purposes where the billing demand is 500 kW or more, and where service may be interrupted by the Company. For customer accounts established under this rate schedule after June 3, 2003, service is limited 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. Examples of premises at which service under this rate schedule may not be provided, unless adequate on-site backup generation is available, include, but are not limited to: retail businesses, offices, and governmental facilities open to members of the general public, stores, hotels, motels, convention centers, theme parks, schools, hospitals and health care facilities, designated public shelters, detention and correctional facilities, police and fire stations, and other similar facilities.

Character of Service:

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

Limitation of Service:

Standby or resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency Interchange service to another utility for its firm load obligations only. ~~The Company will not make off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 4 of this rate schedule.~~

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage: \$ 303.96321.05
 Primary Metering Voltage: \$ 454.03476.39
 Transmission Metering Voltage: \$ 4,079.021,139.69

Demand Charge:

Plus the Cost Recovery Factors on a \$/ kW basis \$ 8.678.95 per kW of Billing-Base Demand
 in Rate Schedule BA-1, *Billing Adjustments*: See Sheet No. 6.105 and 6.106

Interruptible Demand Credit:

\$ 11.707.72 per kW of Load-Factor Adjusted On-Peak Demand

Energy Charge:

Non-Fuel Energy Charge: 1.2521.298¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis
 in Rate Schedule BA-1, *Billing Adjustments*,
 except for the Fuel Cost Recovery Factor and
 Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 5 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.371.45 per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

(a) On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of December through February,
Monday through Friday*: 5:00 a.m. to 10:00 a.m.
- (2) For all calendar months,
Monday through Friday*: 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(Continued on Page No. 2)

ISSUED BY: **Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL**

EFFECTIVE: **January 1, 2021/January 1, 2022**



6.255

Determination of Billing Demand:

The Billing Demand shall be the maximum 30-minute kW demand established during the billing period, but not less than 500 kW.

Determination of Load Factor Adjusted Demand:

The Load Factor Adjusted Demand shall be the product of the maximum 30-minute kW demand established during the current billing period and the customer's billing load factor (ratio of billing kWh to maximum 30-minute kW demand times the number of hours in the billing period).

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand charge hereunder shall be subject to the following credit:

- _____ For Distribution Primary Delivery Voltage: _____ \$1.19 per kW of Billing Demand
- _____ For Transmission Delivery Voltage: _____ \$5.95 per kW of Billing Demand

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



**RATE SCHEDULE IS-2
 INTERRUPTIBLE GENERAL SERVICE**
 (Continued from Page No. 1)

Determination of Billing Demands:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 500 kW.
- (b) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$1.28 per kW of Base Demand
For Transmission Delivery Voltage below 230 kV:	\$5.17 per kW of Base Demand
For Transmission Delivery Voltage at or above 230 kV:	\$7.04 per kW of Base Demand

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Interruptible Demand Credit, and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing by the resulting power factor actually established at the time of maximum demand during the current month. Bills computed under the above rate per month charges will be increased 36¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 36¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor & <u>Regulatory Assessment Fee Factor</u> :	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be for a minimum initial term of five (5) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

Special Provisions:

1. When the customer increases the electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
2. Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required equipment (metering, under-frequency relay, etc.) will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation. Before commencement of service under this rate, the Company shall exercise an interruption for purposes of testing its equipment. The Company

(Continued on Page No. 3)



shall also have the right to exercise at least one additional interruption each calendar year irrespective of capacity availability or operating conditions. The Company will give the customer notice of the test.

- ~~3.—The Company may, under the provisions of this rate, at its option, require a special contract with the customer upon the Company's filed contract form.~~
- ~~4.—The Company will attempt to minimize interruption hereunder by purchasing power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. When the Company is successful in making such purchases, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IST-2, CS-2, CST-2, CS-3, CST-3, SS-2 and SS-3 during the corresponding calendar month.~~

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022

RATE SCHEDULE IS-2
INTERRUPTIBLE GENERAL SERVICE
(Continued from Page No. 2)

Special Provisions: (Continued)

3. The Company may, under the provisions of this rate, at its option, require a special contract with the customer upon the Company's filed contract form.
4. The Company will attempt to minimize interruption hereunder by purchasing power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. In the event a customer elects to interrupt irrespective of the availability of additional energy purchased by the Company during the period for which interruption would have otherwise occurred, the customer will incur no responsibility for the payment of any additional cost of such energy.
5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of ~~4.671.08~~ % per month of the installed cost of such additional equipment.
6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
7. Service under this rate is not available if all of a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster
8. Any customer who established a billing demand of less than 500 kW in any of the 12 billing periods proceeding May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 6 of this rate.



**RATE SCHEDULE IST-1
 INTERRUPTIBLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**
 (Closed to New Customers as of 04/16/96)

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of customers otherwise eligible for service under Rate Schedule IS-1, provided that the total electric load requirements at each point of delivery are measured through one meter.

Character of Service:

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

Limitation of Service:

Standby or resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 4 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 303.96
Primary Metering Voltage:	\$ 451.03
Transmission Metering Voltage:	\$ 1,079.02

Demand Charge:

Base Demand Charge:	\$ 1.37 per kW of Base Demand
Plus the Cost Recovery Factors on a \$/kW basis in Rate Schedule BA-1, <i>Billing Adjustments</i> :	See Sheet No. 6.105 and 6.106
On-Peak Demand Charge:	\$ 7.57 per kW of On-Peak Demand
Interruptible Demand Credit:	\$ 6.71 per kW of On-Peak Demand

Energy Charge:

Non-Fuel Energy Charge:	1.753¢ per On-Peak kWh
	1.023¢ per Off-Peak kWh

Plus the Cost Recovery Factors on a ¢/kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy used during designated On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 5 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.37 per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,
 Monday through Friday*: 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October,
 Monday through Friday*: 12:00 Noon to 9:00 p.m.

(Continued on Page No. 2)



SECTION NO. VI

~~FORTIETH-FORTY-FIRST~~ REVISED SHEET NO. 6.260

CANCELS ~~THIRTY-NINTH~~FORTIETH REVISED SHEET NO. 6.260

RESERVED FOR FUTURE USE

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022



**RATE SCHEDULE IST-1
 INTERRUPTIBLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**
 (Closed to New Customers as of 04/16/96)
 (Continued from Page No. 1)

Rating Periods: (Continued)

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Period.

(b) **Off-Peak Periods** -- The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

Determination of Billing Demands:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current billing period.
- (b) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Base Demand charge hereunder shall be subject to the following credit:

_____ For Distribution Primary Delivery Voltage: _____	\$1.19 per kW of Billing Demand
_____ For Transmission Delivery Voltage: _____	\$5.95 per kW of Billing Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Interruptible Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
_____ Distribution Primary	1.0%
_____ Transmission	2.0%

Power Factor:

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 36¢ for each KVAR by which the reactive demand exceeds numerically, .62 times the measured kW demand, and will be decreased 36¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

Fuel Cost Recovery Factor: _____	See Sheet No. 6.105
Asset Securitization Charge Factor: _____	See Sheet No. 6.105
Gross Receipts Tax Factor: _____	See Sheet No. 6.106
Right-of-Way Utilization Fee: _____	See Sheet No. 6.106
Municipal Tax: _____	See Sheet No. 6.106
Sales Tax: _____	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

(Continued on Page No. 3)



RESERVED FOR FUTURE USE

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022

**RATE SCHEDULE IST-1
INTERRUPTIBLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE**
(Closed to New Customers as of 04/16/96)
(Continued from Page No. 2)

Term of Service:

~~For customers electing to take service hereunder in lieu of the otherwise applicable Rate Schedule IS-1, the term of service requirements under this optional rate schedule shall be the same as that required under Rate Schedule IS-1 provided, however, at a given location the customer shall have the right during the initial term of service to transfer to the otherwise applicable Rate Schedule IS-1 at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.~~

Special Provisions:

- ~~1. When the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.~~
- ~~2. Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required equipment (metering, under frequency relay, etc.) will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.~~
- ~~3. The Company may, under the provisions of this rate, at its option, require a special contract with the customer upon the Company's filed contract form.~~
- ~~4. The Company will attempt to minimize interruption hereunder by purchasing power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. When the Company is successful in making such purchases, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3, SS-2, and SS-3 during the corresponding calendar month.~~

~~— In the event a customer elects to interrupt irrespective of the availability of additional energy purchased by the Company during the period for which interruption would have otherwise occurred, the customer will incur no responsibility for the payment of any additional cost of such energy.~~
- ~~5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.~~
- ~~6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.~~
- ~~7. Where all or a part of the facilities of a customer receiving service under this rate schedule are designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster, the Company shall not interrupt service to the customer during such periods; provided however, that the Company receives notice of the facilities' use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.~~



RESERVED FOR FUTURE USE



**RATE SCHEDULE IST-2
 INTERRUPTIBLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicability:

At the option of the customer, applicable to customers otherwise eligible for service under Rate Schedule IS-2, where the billing demand is 500 kW or more, provided that the total electric requirements at each point of delivery are measured through one meter. For customer accounts established under this rate schedule after June 3, 2003, service is limited 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. Examples of premises at which service under this rate schedule may not be provided, unless adequate on-site backup generation is available, include, but are not limited to: retail businesses, offices, and governmental facilities open to members of the general public, stores, hotels, motels, convention centers, theme parks, schools, hospitals and health care facilities, designated public shelters, detention and correctional facilities, police and fire stations, and other similar facilities.

Character of Service:

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

Limitation of Service:

Standby or resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments, or b) supply emergency interchange service to another utility for its firm load obligations only. ~~The Company will not make off-system purchases during periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 4 of this rate schedule.~~

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 303.06 <u>321.05</u>
Primary Metering Voltage:	\$ 454.03 <u>476.39</u>
Transmission Metering Voltage:	\$ 1,079.02 <u>1,139.69</u>

Demand Charge:

Base Demand Charge:	\$ 1.37 <u>1.55</u> per kW of Base Demand
Mid-Peak Demand Charge:	\$ 4.54 per kW of Mid-Peak Demand

~~Plus the Cost Recovery Factors on a \$/kW basis in Rate Schedule BA-1, Billing Adjustments:~~

~~See Sheet No. 6.105 and 6.106~~

On-Peak Demand Charge:	\$ 7.57 <u>1.26</u> per kW of On-Peak Demand
------------------------	---

~~Plus the Cost Recovery Factors on a \$/kW basis in Rate Schedule BA-1, Billing Adjustments, using Monthly Max Demand:~~

~~See Sheet No. 6.105 and 6.106~~

Interruptible Demand Credit:	\$ 44.79 <u>7.72</u> per kW of Load Factor Adjusted <u>On-Peak</u> Demand
-------------------------------------	---

Energy Charge:

Non-Fuel Energy Charge:	1.75 <u>31.848</u> ¢ per On-Peak kWh
	1.02 <u>31.607</u> ¢ per Off-Peak kWh
	1.01 <u>1</u> ¢ per Super-Off-Peak kWh

~~Plus the Cost Recovery Factors on a ¢/kWh basis in Rate Schedule BA-1, Billing Adjustments, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:~~

~~See Sheet No. 6.105 and 6.106~~

The On-Peak rate shall apply to energy used during designated On-Peak Periods. The Super-Off-Peak rate shall apply to energy used during the designated Super-Off-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 5 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit. In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.37 per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

~~(a) On-Peak Periods~~ ~~The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:~~

- ~~(1) For the calendar months of November through March;~~

(Continued on Page No. 2)



~~Monday through Friday*:~~ ~~6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.~~
~~(2) For the calendar months of April through October,~~
~~Monday through Friday*:~~ ~~12:00 Noon to 9:00 p.m.~~

~~* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.~~

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022

NO. 6.266

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**RATE SCHEDULE IST-2
 INTERRUPTIBLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**
 (Continued from Page No. 1)

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of December through February,
 Monday through Friday*: 5:00 a.m. to 10:00 a.m.
- (2) For all calendar months,
 Monday through Friday*: 6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods. **Rating Periods: (Continued)**

(b) **Super-Off-Peak Periods** - The designated Super-Off-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- For the calendar months of March through November,
 Every day, including weekends and holidays 12:00 a.m. (midnight) to 6:00 a.m.

(c) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak and Super-Off-Peak Periods set forth in (a) and (b) above.

Determination of Billing Demands:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current billing period over the current and the eleven previous billing periods, but not less than 500 kW.
- (b) The Mid-Peak Demand shall be the maximum 30-minute kW demand established during the designated On-Peak or Off-Peak Periods during the current billing period.
- (c) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.
- (d) The Monthly Max Demand shall be the maximum 30-minute kW demand established during the current billing period.

Determination of Load Factor Adjusted Demand:

The Load Factor Adjusted Demand shall be the product of the maximum 30-minute kW demand established during the current billing period and the customer's billing load factor (ratio of billing kWh to maximum 30-minute kW demand times the number of hours in the billing period).

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Base Demand charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	<u>\$4,491.28</u> per kW of <u>Billing-Monthly Max Demand</u>
For Transmission Delivery Voltage <u>below 230 kV</u> :	<u>\$6,955.17</u> per kW of <u>Billing-Monthly Max Demand</u>
For Transmission Delivery Voltage <u>at or above 230 kV</u> :	<u>\$7.04</u> per kW of <u>Monthly Max Demand</u>

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charges, Interruptible Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

If a customer's power factor at the time of maximum demand in the current billing period is less than 85%, the Company may adjust the Base Demand by multiplying by 85% and dividing by the resulting power factor actually established at the time of maximum demand during

(Continued on Page No. 3)

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~~the current month. For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 36¢ for each KVAR by which the reactive demand exceeds numerically, .62 times the measured kW demand, and will be decreased 36¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.~~

Additional Charges:

~~Fuel Cost Recovery Factor: See Sheet No. 6.105
Asset Securitization Charge Factor: See Sheet No. 6.105
Gross Receipts Tax Factor: See Sheet No. 6.106
Right-of-Way Utilization Fee: See Sheet No. 6.106
Municipal Tax: See Sheet No. 6.106
Sales Tax: See Sheet No. 6.106~~

Minimum Monthly Bill:

~~The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.~~

Terms of Payment:

~~Bills rendered hereunder are payable within the time limit specified on bill at Company designated locations.~~

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



**RATE SCHEDULE IST-2
INTERRUPTIBLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE**
(Continued from Page No. 2)

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

For customers electing to take service hereunder in lieu of the otherwise applicable Rate Schedule IS-2, the term of service requirements under this optional rate schedule shall be the same as that required under Rate Schedule IS-2 provided, however, at a given location the customer shall have the right during the initial term of service to transfer to the otherwise applicable Rate Schedule IS-2 at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.

Special Provisions:

1. When the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
2. Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required equipment (metering, under frequency relay, etc.) will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation. Before commencement of service under this rate, the Company shall exercise an interruption for purposes of testing its equipment. The Company shall also have the right to exercise at least one additional interruption each calendar year irrespective of capacity available or operating conditions. The Company will give the customer notice of the test.
3. The Company may, under the provisions of this rate, at its option, require a special contract with the customer upon the Company's filed contract form.
4. The Company will attempt to minimize interruption hereunder by purchasing power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. ~~When the Company is successful in making such purchases, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, CS-2, CST-2, CS-3, CST-3, SS-2, and SS-3 during the corresponding calendar month.~~
- ~~5. In the event a customer elects to interrupt irrespective of the availability of additional energy purchased by the Company during the period for which interruption would have otherwise occurred, the customer will incur no responsibility for the payment of any additional cost of such energy.~~
5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of ~~4.67~~1.08% per month of the installed cost of such additional equipment.
6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
7. Service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster.
8. Any customer who established a billing demand of less than 500 kW in any of the 12 billing periods proceeding May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 6 of this rate.

ISSUED BY: Javier J. Portuondo, ~~Director~~Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~April 29, 2013~~January 1, 2022



6.280

**RATE SCHEDULE LS-1
 LIGHTING SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer for the sole purpose of lighting roadways or other outdoor land use areas; served from either Company or customer owned fixtures of the type available under this rate schedule. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party.

Character of Service:

Continuous dusk to dawn automatically controlled lighting service (i.e. photoelectric cell); alternating current, 60 cycle, single phase, at the Company's standard voltage available.

Limitation of Service:

Availability of certain fixture or pole types at a location may be restricted due to accessibility.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

Rate Per Month:

Customer Charge:

Unmetered: \$ ~~4,541.63~~ per line of billing
 Metered: \$ ~~4,454.69~~ per line of billing

Energy and Demand Charge:

Non-Fuel Energy Charge: ~~2,6862.837~~¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

Per Unit Charges:

I. Fixtures:

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
Incandescent: ¹							
110	Roadway	1,000	105	32	\$1,031.02	\$4,074.70	\$0,860.91
115	Roadway	2,500	205	66	4,641.60	3,674.32	4,771.87
170	Post Top	2,500	205	72	20,3920.01	3,674.32	4,932.04
Mercury Vapor: ¹							
205	Open Bottom	4,000	100	44	\$2,552.38	1.80	\$4,481.25
210	Roadway	4,000	100	44	2,953.06	1.80	4,481.25
215	Post Top	4,000	100	44	3,473.60	1.80	4,481.25
220	Roadway	8,000	175	71	3,343.10	1.77	4,942.01
225	Open Bottom	8,000	175	71	2,502.45	1.77	4,942.01
235	Roadway	21,000	400	158	4,043.75	4,841.79	4,244.48
240	Roadway	62,000	1,000	386	5,295.49	4,782.07	40,3710.95
245	Flood	21,000	400	158	5,294.92	4,841.79	4,244.48
250	Flood	62,000	1,000	386	6,295.77	4,782.07	40,3710.95

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



6.281

SECTION NO. VI
 THIRTY-~~SECOND~~-THIRD REVISED SHEET NO. 6.281
 CANCELS THIRTY-~~FIRST~~-SECOND REVISED SHEET NO.

RATE SCHEDULE LS-1
 LIGHTING SERVICE
 (Continued from Page No. 1)

I. Fixtures: (Continued)

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
	Sodium Vapor: ¹						
300	HPS Deco Rdwy White	50,000	400	168	\$14.73 <u>10.50</u>	\$1.64 <u>1.87</u>	\$4.54 <u>4.77</u>
301	Sandpiper HPS Deco Roadway	27,500	250	104	13.84 <u>13.61</u>	1.72 <u>1.85</u>	2.79 <u>2.95</u>
302	Sandpiper HPS Deco Rdwy Blk	9,500	100	42	14.73 <u>13.16</u>	1.58 <u>1.84</u>	1.43 <u>1.19</u>
305	Open Bottom	4,000	50	21	2.54 <u>2.49</u>	2.04 <u>1.86</u>	0.56 <u>0.60</u>
<u>306</u>	<u>100W HS Deco Rdwy Blk</u>	<u>9,500</u>	<u>100</u>	<u>42</u>	<u>10.19</u>	<u>1.84</u>	<u>1.19</u>
310	Roadway	4,000	50	21	3.42 <u>3.06</u>	2.04 <u>1.86</u>	0.56 <u>0.60</u>
313	Open Bottom	6,500	70	29	4.19 <u>4.11</u>	2.05 <u>1.84</u>	0.78 <u>0.82</u>
314	Hometown II	9,500	100	42	4.08 <u>3.83</u>	1.72 <u>1.84</u>	1.43 <u>1.39</u>
315	Post Top - Colonial/Contemp	4,000	50	21	5.04 <u>4.95</u>	2.04 <u>1.86</u>	0.56 <u>0.60</u>
316	Colonial Post Top	4,000	50	34	4.05 <u>3.97</u>	2.04 <u>1.86</u>	0.94 <u>0.96</u>
318	Post Top	9,500	100	42	2.50 <u>2.45</u>	1.72 <u>1.84</u>	1.43 <u>1.19</u>
320	Roadway-Overhead Only	9,500	100	42	3.64 <u>4.04</u>	1.72 <u>1.84</u>	1.43 <u>1.19</u>
321	Deco Post Top - Monticello	9,500	100	49	12.17 <u>12.59</u>	1.72 <u>1.84</u>	1.32 <u>1.39</u>
322	Deco Post Top - Flagler	9,500	100	49	16.48 <u>15.53</u>	1.72 <u>1.84</u>	1.32 <u>1.39</u>
323	Roadway-Turtle OH Only	9,500	100	42	4.32 <u>4.84</u>	1.72 <u>1.84</u>	1.43 <u>1.19</u>
325	Roadway-Overhead Only	16,000	150	65	3.78 <u>4.57</u>	1.75 <u>1.85</u>	1.75 <u>1.84</u>
326	Deco Post Top – Sanibel	9,500	100	49	18.16 <u>18.69</u>	1.72 <u>1.84</u>	1.32 <u>1.39</u>
330	Roadway-Overhead Only	22,000	200	87	3.64 <u>3.40</u>	1.83 <u>1.85</u>	2.34 <u>2.47</u>
335	Roadway-Overhead Only	27,500	250	104	4.16 <u>5.68</u>	1.72 <u>1.85</u>	2.79 <u>2.95</u>
336	Roadway-Bridge	27,500	250	104	6.74 <u>6.28</u>	1.72 <u>1.85</u>	2.79 <u>2.95</u>
337	Roadway-DOT	27,500	250	104	5.87 <u>5.47</u>	1.72 <u>1.85</u>	2.79 <u>2.95</u>
338	Deco Roadway–Maitland	27,500	250	104	9.62 <u>9.65</u>	1.72 <u>1.85</u>	2.79 <u>2.95</u>
340	Roadway-Overhead Only	50,000	400	169	5.03 <u>5.79</u>	1.76 <u>1.87</u>	4.54 <u>4.79</u>
341	HPS Flood-City of Sebring only	16,000	150	65	4.06 <u>3.78</u>	1.75 <u>1.85</u>	1.75 <u>1.84</u>
342	Roadway-Turnpike	50,000	400	168	8.95 <u>8.33</u>	1.76 <u>1.87</u>	4.54 <u>4.77</u>
343	Roadway-Turnpike	27,500	250	108	9.12 <u>8.50</u>	1.72 <u>1.85</u>	2.90 <u>3.06</u>
345	Flood-Overhead Only	27,500	250	103	5.21 <u>5.18</u>	1.72 <u>1.85</u>	2.77 <u>2.92</u>
347	Clermont	9,500	100	49	20.65 <u>20.49</u>	1.72 <u>1.84</u>	1.32 <u>1.39</u>
348	Clermont	27,500	250	104	22.65 <u>21.51</u>	1.72 <u>1.85</u>	2.79 <u>2.95</u>
350	Flood-Overhead Only	50,000	400	170	5.19 <u>5.36</u>	1.76 <u>1.87</u>	4.57 <u>4.82</u>
351	Underground Roadway	9,500	100	42	6.22 <u>6.68</u>	1.72 <u>1.84</u>	1.43 <u>1.19</u>
352	Underground Roadway	16,000	150	65	7.58 <u>6.21</u>	1.75 <u>1.85</u>	1.75 <u>1.84</u>
<u>353</u>	<u>Underground Roadway</u>	<u>22,000</u>	<u>200</u>	<u>87</u>	<u>6.21</u>	<u>1.85</u>	<u>2.47</u>
354	Underground Roadway	27,500	250	108	8.10 <u>7.33</u>	1.72 <u>1.85</u>	2.90 <u>3.06</u>
356	Underground Roadway	50,000	400	168	8.69 <u>7.44</u>	1.76 <u>1.87</u>	4.54 <u>4.77</u>
357	Underground Flood	27,500	250	108	9.36 <u>8.83</u>	1.72 <u>1.85</u>	2.90 <u>3.06</u>
358	Underground Flood	50,000	400	168	9.49 <u>9.01</u>	1.76 <u>1.87</u>	4.54 <u>4.77</u>
359	Underground Turtle Roadway	9,500	100	42	6.09 <u>6.59</u>	1.72 <u>1.84</u>	1.43 <u>1.19</u>
360	Deco Roadway Rectangular	9,500	100	47	12.53 <u>11.93</u>	1.72 <u>1.84</u>	1.26 <u>1.33</u>
365	Deco Roadway Rectangular	27,500	250	108	11.89 <u>11.39</u>	1.72 <u>1.85</u>	2.90 <u>3.06</u>
366	Deco Roadway Rectangular	50,000	400	168	12.00 <u>11.39</u>	1.76 <u>1.87</u>	4.54 <u>4.77</u>
370	Deco Roadway Round	27,500	250	108	15.44 <u>16.48</u>	1.72 <u>1.85</u>	2.90 <u>3.06</u>
375	Deco Roadway Round	50,000	400	168	15.42 <u>16.48</u>	1.76 <u>1.87</u>	4.54 <u>4.77</u>
380	Deco Post Top – Ocala	9,500	100	49	8.78 <u>10.42</u>	1.72 <u>1.84</u>	1.32 <u>1.39</u>
381	Deco Post Top	9,500	100	49	4.05 <u>3.77</u>	1.72 <u>1.84</u>	1.32 <u>1.39</u>
383	Deco Post Top-Biscayne	9,500	100	49	14.17 <u>13.21</u>	1.72 <u>1.84</u>	1.32 <u>1.39</u>
385	Deco Post Top – Sebring	9,500	100	49	6.75 <u>6.67</u>	1.72 <u>1.84</u>	1.32 <u>1.39</u>
393	Deco Post Top	4,000	50	21	8.72 <u>8.13</u>	2.04 <u>1.86</u>	0.56 <u>0.60</u>
394	Deco Post Top	9,500	100	49	18.16 <u>16.92</u>	1.72 <u>1.84</u>	1.32 <u>1.39</u>

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022



6.2811

SECTION NO. VI
~~TWELFTH-THIRTEENTH~~ REVISED SHEET NO. 6.2811
CANCELS ~~ELEVENTH-TWELFTH~~ REVISED SHEET NO.

RATE SCHEDULE LS-1
LIGHTING SERVICE
(Continued from Page No. 2)

I. Fixtures: (Continued)

(Continued on Page No. 4)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



6.2811

SECTION NO. VI
TWELFTH THIRTEENTH REVISED SHEET NO. 6.2811
 CANCELS ~~ELEVENTH TWELFTH~~ REVISED SHEET NO.

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
Metal Halide: ¹							
307	Deco Post Top-MH Sanibel P	11,600	150	65	\$46.85 15.20	\$2.68 3.14	\$1.75 1.84
308	Clermont Tear Drop P	11,600	150	65	49.94 18.20	2.68 3.14	4.75 1.84
309	MH Deco Rectangular P	36,000	320	126	43.07 11.48	2.74 2.82	3.38 3.57
311	MH Deco Cube P	36,000	320	126	45.98 14.34	2.74 2.82	3.38 3.57
312	MH Flood P	36,000	320	126	40.55 9.00	2.74 2.82	3.38 3.57
319	MH Post Top Biscayne P	11,600	150	65	45.24 13.61	2.68 3.14	4.75 1.84
327	Deco Post Top-MH Sanibel	12,000	175	74	48.39 19.23	2.72 3.14	4.99 2.10
349	Clermont Tear Drop	12,000	175	74	24.73 22.02	2.72 3.14	4.99 2.10
371	MH Deco Rectangular	38,000	400	159	44.26 15.46	2.84 2.82	4.27 4.51
372	MH Deco Circular	38,000	400	159	46.70 17.40	2.84 2.82	4.27 4.51
373	MH Deco Rectangular ⁵	110,000	1,000	378	45.30 15.42	2.96 3.20	40.15 10.72
386	MH Flood ⁵	110,000	1,000	378	43.47 12.96	2.96 3.20	40.15 10.72
389	MH Flood-Sportslighter ⁵	110,000	1,000	378	43.04 12.97	2.96 3.20	40.15 10.72
390	MH Deco Cube	38,000	400	159	47.44 17.27	2.84 2.82	4.27 4.51
396	Deco PT MH Sanibel Dual ⁵	24,000	350	148	33.73 34.90	5.43 2.82	3.98 4.20
397	MH Post Top-Biscayne	12,000	175	74	44.98 14.74	2.72 3.14	4.99 2.10
398	MH Deco Cube ⁵	110,000	1,000	378	20.34 20.14	2.96 3.20	40.15 10.72
399	MH Flood	38,000	400	159	44.54 11.32	2.84 2.82	4.27 4.51
Light Emitting Diode (LED):							
<u>104</u>	<u>Sanibel Black Type III 4000K</u>	<u>6,226</u>	<u>50</u>	<u>17</u>	<u>\$17.55</u>	<u>\$1.39</u>	<u>\$0.48</u>
106	Underground Sanibel	5,509 5,122	70	25	\$20.80 17.55	\$1.39	\$0.67 0.71
107	Underground Traditional Open	3,908 5,621	49	17	43.57 8.10	1.39	0.46 0.48
108	Underground Traditional w/Lens	3,230 4,761	49	17	43.57 8.30	1.39	0.46 0.48
109	Underground Acorn	4,332 6,205	70	25	20.46 17.42	1.39	0.67 0.71
111	Underground Mini Bell	2,889	50	18	47.88 14.93	1.39	0.48 0.51
<u>116</u>	<u>V Ventus¹</u>	<u>14,403</u>	<u>146</u>	<u>50</u>	<u>18.98</u>	<u>1.39</u>	<u>1.42</u>
<u>117</u>	<u>FWT Ventus¹</u>	<u>13,508</u>	<u>146</u>	<u>50</u>	<u>18.98</u>	<u>1.39</u>	<u>1.42</u>
<u>118</u>	<u>Ventus III¹</u>	<u>20,333</u>	<u>219</u>	<u>80</u>	<u>24.09</u>	<u>1.39</u>	<u>2.27</u>
<u>119</u>	<u>Shoebox Black III¹</u>	<u>20,333</u>	<u>219</u>	<u>80</u>	<u>24.09</u>	<u>1.39</u>	<u>2.27</u>
<u>120</u>	<u>K118 3K V Multiv UF</u>	<u>4,861</u>	<u>50</u>	<u>18</u>	<u>13.54</u>	<u>1.39</u>	<u>0.51</u>
121	Shoebox Bronze III	21,164 25.11	213	75	20.42 15.42	1.39	2.04 2.13
122	Shoebox Bronze IV	20,555 24.39	213	75	20.42 15.42	1.39	2.04 2.13
123	Shoebox Bronze V	21,803 25.87	213	75	20.42 15.42	1.39	2.04 2.13
124	Shoebox Black III	21,164 25.11	213	75	20.42 15.42	1.39	2.04 2.13
126	Shoebox Black IV FWT	20,555 24.39	213	75	20.42 15.42	1.39	2.04 2.13
127	Shoebox Black V	21,803 25.87	213	75	20.42 15.42	1.39	2.04 2.13
130	Monticello 3000 Kelvin	4,430	50	47.5 17	20.16 17.49	1.39	0.47 0.48
<u>131</u>	<u>UG Roadway¹</u>	<u>4,600</u>	<u>67</u>	<u>23</u>	<u>7.54</u>	<u>1.39</u>	<u>0.65</u>
<u>132</u>	<u>UG Roadway¹</u>	<u>9,200</u>	<u>130</u>	<u>46</u>	<u>8.42</u>	<u>1.39</u>	<u>1.31</u>
133	ATBO Roadway	4,524 5,742	48	17	6.22 4.29	1.39	0.46 0.48
134	Underground ATBO Roadway	4,524 5,742	48	17	7.74 4.29	1.39	0.46 0.48
136	Roadway	9,233 12,748	108	38	7.05 5.85	1.39	4.02 1.08
137	Underground Roadway	9,233 12,748	108	38	8.55 5.85	1.39	4.02 1.08
138, 176	Roadway	48,642 26.79	216	76	44.64 8.68	1.39	2.04 2.16
139	Underground Roadway	48,642 26.79	216	76	43.14 8.68	1.39	2.04 2.16
141, 177	Roadway	24,191 31.59	284	99	44.08 8.77	1.39	2.66 2.81

(Continued on Page No. 4)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



6.2811

SECTION NO. VI

~~TWELFTH-THIRTEENTH~~ REVISED SHEET NO. 6.2811
 CANCELS ~~ELEVENTH-TWELFTH~~ REVISED SHEET NO.

142, 162	Underground Roadway	<u>24,194,31.59</u>	284	99	<u>45,588.77</u>	1.39	<u>2,662.81</u>
		9					
<u>143</u>	<u>OH Black Roadway</u>	<u>26,799</u>	<u>216</u>	<u>76</u>	<u>8.61</u>	<u>1.39</u>	<u>2.16</u>
<u>144</u>	<u>UG Black Roadway</u>	<u>26,799</u>	<u>216</u>	<u>76</u>	<u>8.61</u>	<u>1.39</u>	<u>2.16</u>
147, 174	Roadway	<u>42,642,16.19</u>	150	<u>5351</u>	<u>9,745.92</u>	1.39	<u>4,421.45</u>
		2					
148	Underground Roadway	<u>42,642,16.19</u>	150	<u>5351</u>	<u>41,245.92</u>	1.39	<u>4,421.45</u>
		2					
<u>149</u>	<u>K118 3K V Multiv UF</u>	<u>4,946</u>	<u>50</u>	<u>17</u>	<u>13.54</u>	<u>1.39</u>	<u>0.48</u>
151	ATBS Roadway	<u>4,500,5,400</u>	49	17	<u>5,074.07</u>	1.39	<u>0,460.48</u>
<u>152</u>	<u>Area Refract OH¹</u>	<u>5,100</u>	<u>49</u>	<u>17</u>	<u>4.21</u>	<u>1.39</u>	<u>0.48</u>
<u>153</u>	<u>Area UG¹</u>	<u>5,400</u>	<u>49</u>	<u>17</u>	<u>4.07</u>	<u>1.39</u>	<u>0.48</u>
456	Shoobox Bronze IV-FWT	39,078	424	447	29.20	4.39	3.95
457	Shoobox Bronze V	43,317	424	447	29.20	4.39	3.95
458	Shoobox Black IV-FWT	39,078	424	447	29.20	4.39	3.95
459	Shoobox Black V	43,317	424	447	29.20	4.39	3.95
463	Shoobox Pedestrian Bronze	3,130	50	47	12.91	4.39	0.46
464	Shoobox Pedestrian Black	3,130	50	47	14.05	4.39	0.46
467	Underground Mitchell	5,186	50	48	21.44	4.39	0.48
468	Underground Mitchell w/Top Hat	4,336	50	48	21.44	4.39	0.48

(Continued on Page No. 4)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



RATE SCHEDULE LS-1
LIGHTING SERVICE
(Continued from Page No. 3)

(Continued on Page No. 5)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~ January 1, 2022



BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
Light Emitting Diode (LED):							
Continued							
154	Area Refract UG ¹	5,100	49	17	4.21	1.39	0.48
156	Shoebox Bronze IV FWT	43,765	421	147	23.30	1.39	4.17
157	Shoebox Bronze V	48,514	421	147	23.30	1.39	4.17
158	Shoebox Black IV FWT	43,765	421	147	23.30	1.39	4.17
159	Shoebox Black V	48,514	421	147	23.30	1.39	4.17
160	Monticello Black TIII 3000K	4,646	50	17	17.49	1.39	0.48
161	Roadway Black UG	31,599	284	99	8.77	1.39	2.81
163	Shoebox Pedestrian Bronze	4,300	50	17	13.66	1.39	0.48
164	Shoebox Pedestrian Black	4,300	50	17	13.66	1.39	0.48
167	Underground Mitchell	5,834	50	19	18.24	1.39	0.54
168	Underground Mitchell w/Top Hat	5,442	50	19	18.24	1.39	0.54
169	Teardrop	8,472	150	52	28.54	1.39	4.40-1.48
		75			23.60		
171	Roadway Black UG Feed	5,742	48	17	4.45	1.39	0.48
172	Roadway Black UG Feed	12,748	108	38	5.85	1.39	1.08
173	Roadway Black UG Feed	16,192	150	51	5.92	1.39	1.45
178	Teardrop Black	6,034	50	19	19.03	1.39	0.54
179	Roadway White OH	26,799	216	76	8.68	1.39	2.16
180	Roadway White UG	26,799	216	76	8.68	1.39	2.16
181	Sanibel ¹	40,820	150	52	21.34	1.39	4.40-1.48
		160			19.40		
182	Biscayne	4,655	60	21	49.14	1.39	0.56-0.60
		9			15.03		
183	Clermont	45,375	150	52	29.28	1.39	4.40-1.48
		251			23.64		
184	ATBS Roadway, Overhead Feed	4,195	40	14	4.57-3.62	1.39	0.38-0.40
		4					
185	ATBS Roadway, Underground Feed	4,195	40	14	6.06-3.62	1.39	0.38-0.40
		4					
186	ATBS Roadway, Overhead Feed	8,200	70	24	5.35-4.35	1.39	0.67-0.68
		1					
187	ATBS Roadway, Underground Feed	8,200	70	24	6.85-4.35	1.39	0.67-0.68
		1					
191	Flood Overhead Feed	43,729	130	46	40.57-8.93	1.39	4.24-1.31
		098					
192	Flood Overhead Feed	30,238	260	91	46.86	1.39	2.44-2.58
		291			14.47		
193	Clermont	7,454	50	18	26.91-24.0	1.39	0.48-0.51
		3			4		
194	Flood Underground Feed	43,729	130	46	42.06-8.93	1.39	4.24-1.31
		098					
195	LED Flood Underground Feed	30,238	260	91	48.35	1.39	2.44-2.58
		291			14.47		
196	Amber Roadway Overhead	4,133	70	25	44.28	1.39	0.64-0.68
					10.22		
197	Amber Roadway Underground	4,133	70	25	42.77	1.39	0.64-0.68
					10.22		
198	Amber Roadway Overhead	5,408	110	39	43.55	1.39	4.05-1.08
		5			12.45		
199	Amber Roadway Underground	5,408	110	39	45.04	1.39	4.05-1.08
		5			12.45		
296	3K III Multiv F	15,381	150	51	5.92	1.39	1.45
297	3K III Multiv UG F	15,381	150	51	5.92	1.39	1.45

(Continued on Page No. 5)



361	Roadway ¹	6,000	95	33	16.93 ⁷ <u>15.2</u>	2.43 ⁷ <u>1.39</u>	0.89 ⁷ <u>0.94</u>
362	Roadway ¹	9,600	157	55	20.07 ⁶ <u>18.3</u>	2.43 ⁶ <u>1.39</u>	1.48 ⁶ <u>1.56</u>
363	Shoebox Type 3 ¹	20,664	309	108	41.08 ¹ <u>39.0</u>	2.84 ¹ <u>1.39</u>	2.90 ¹ <u>3.06</u>
364	Shoebox Type 4 ¹	14,421	206	72	32.59 ⁷ <u>30.6</u>	2.84 ⁷ <u>1.39</u>	1.93 ⁷ <u>2.04</u>
367	Shoebox Type 5 ¹	14,421	206	72	31.65 ⁴ <u>29.7</u>	2.84 ⁴ <u>1.39</u>	1.93 ⁴ <u>2.04</u>
369	Underground Biscayne ¹	6,500	80	28	18.60 ⁸ <u>13.8</u>	1.39	0.75 ⁸ <u>0.79</u>

I. Fixtures: (Continued)

(Continued on Page No. 5)



SECTION NO. VI

~~NINETEENTH TWENTIETH~~ REVISED SHEET NO. 6.282
 CANCELS ~~EIGHTEENTH NINETEENTH~~ REVISED SHEET

NO. 6.282

RATE SCHEDULE LS-1
 LIGHTING SERVICE
 (Continued from Page No. 4)

II. POLES

BILLING TYPE	DESCRIPTION	CHARGE PER UNIT
404	35' Deco Concrete – Mariner	\$22.35 12.66
405	Concrete, 30/35'	5.058.11
406	16' Deco Conc – Single Sanibel	11.7014.20
407	16' Decon Conc – Double Sanibel	12.6412.31
408	26' Aluminum DOT Style Pole	45.9217.35
409	36' Aluminum DOT Style Pole	54.8025.40
410	Concrete, 15' ¹	2.317.32
411	16' Octagonal Conc ¹	2.4810.46
412	32' Octagonal Deco Concrete	46.2917.77
413	25' Tenon Top Concrete	11.847.77
415	Concrete, Curved ¹	4.772.14
418	35' Tenon Top Black Concrete	20.4420.56
420	Wood, 30/35'	2.474.32
421	Promenade 25' Black Direct Buried	13.49
422	36ft OAL Aluminum Fluted Multi-Use Pole	147.51
423	29ft OAL Aluminum Fluted Multi-Use Pole	113.25
424	36ft OAL Aluminum 10" Multi-Use Pole	101.90
425	Wood, 14' Laminated ¹	2.381.07
428	Deco Fiberglass, 35', Bronze, Reinforced ¹	49.419.60
429	Deco Fiberglass, 41', Bronze, Reinforced ¹	31.5420.25
430	Fiberglass, 14', Black ¹	2.545.21
431	Deco Fiberglass, 41', Bronze ¹	17.4813.36
432	Deco Fiberglass, 35', Bronze, Anchor Base ¹	27.499.70
433	Deco Fiberglass, 35', Bronze ¹	13.608.64
434	Deco Fiberglass, 20', Black, Deco Base ¹	12.475.28
435	Aluminum, Type A ¹	6.692.95
436	Deco Fiberglass, 16', Black, Fluted ¹	49.508.74
437	Fiberglass, 16', Black, Fluted, Dual Mount ¹	24.0415.53
438	Deco Fiberglass, 20', Black ¹	5.852.62
439	Black Fiberglass 16'	19.7813.42
440	Aluminum, Type B ¹	7.3315.38
441	15' Black Aluminum	6.543.99
442	40ft OAL Conc Static Cast Multi-Use Pole	46.18
443	45ft OAL Conc Static Cast Multi-Use Pole	48.73
445	Aluminum, Type C ¹	14.336.42
446	Deco Fiberglass, 30', Bronze ¹	11.577.57
447	Deco Fiberglass, 35', Silver, Anchor Base ¹	21.4010.60
448	Deco Fiberglass, 41', Silver ¹	18.008.06
449	Deco Fiberglass, 16', Black, Fluted, Anchor Base ¹	17.3610.04
450	Concrete, 1/2 Special	1.754.06
454	36ft OAL Aluminum Multi-Use Pole	84.49
452	36ft Aluminum Breakaway Pole	43.5413.41
453	46ft Aluminum Breakaway Pole	46.8722.90
454	35ft OAL Promenade Receptacle Pole	40.2220.56
455	Steel, Type A ¹	4.411.84
456	Promenade 29' Black Direct Buried	17.20
457	46ft OAL Aluminum I-Drive Multi-Use Pole	75.92
460	Steel, Type B ¹	4.411.97
461	16' Vic II Brnz	12.49
462	AL Direct Buried 30FT 12 FT BKT Breakaway	21.43
463	AL Direct Buried 30FT 10FT BKT Breakaway	20.86
464	35' Bronze Promenade Special St Joe	20.56
465	Steel, Type C ¹	6.472.76
466	16' Deco Con Vic II – Dual Mount	18.0612.49
467	16' Deco Conc Washington – Dual	25.8713.29
468	16' Deco Conc Colonial – Dual Mount	13.3510.56
469	35' Tenon Top Quad Flood Mount	13.638.36
470	45' Tenon Top Quad Flood Mount	18.0011.81
471	22' Deco Concrete	14.0014.25
472	22' Deco Conc Single Sanibel	16.0314.25
473	22' Deco Conc Double Sanibel	17.2614.25
474	22' Deco Conc Double Mount	18.7414.25
476	25' Tenon Top Bronze Concrete	17.5414.85
477	30' Tenon Top Bronze Concrete	18.7017.20
478	35' Tenon Top Bronze Concrete	20.4418.99
479	41' Tenon Top Bronze Concrete	24.3321.00
480	Wood, 40/45'	5.255.91
481	30' Tenon Top Concrete, Single Flood Mount	10.067.97

(Continued on Page No. 6)

ISSUED BY: Javier J. Portuondo, ~~Managing Director~~Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~March 5, 2019~~January 1, 2022



SECTION NO. VI

~~NINETEENTH TWENTIETH~~ REVISED SHEET NO. 6.282

CANCELS ~~EIGHTEENTH NINETEENTH~~ REVISED SHEET

NO. 6.282

482	30' Tenon Top Conc, Double Flood Mount/Includes Bracket	42,297.97
483	46' Tenon Top Conc, Triple Flood Mount/Includes Bracket	48,8011.81
484	46' Tenon Top Conc, Double Flood Mount/Includes Bracket	48,6011.81
485	Concrete, 40/45'	40,4912.90
486	Tenon Style Concrete 46' Single Flood Mount	46,3411.81
487	35' Tenon Top Conc, Triple Flood Mount/Includes Bracket	43,638.22
488	35' Tenon Top Conc, Double Flood Mount/Includes Bracket	43,238.22
489	35' Tenon Top Concrete, Single Flood Mount	44,008.22

(Continued on Page No. 6)

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EFFECTIVE: ~~March 5, 2019~~January 1, 2022



RATE SCHEDULE LS-1
LIGHTING SERVICE
(Continued from Page No. 5)

II. POLES

<u>BILLING TYPE</u>	<u>DESCRIPTION</u>	<u>CHARGE PER UNIT</u>
490	Special Concrete 13' ¹	7.79
491	30' Tenon Top Conc. Triple Flood Mount/Includes Bracket	7.97
492	16' Smooth Decorative Concrete/The Colonial	10.56
493	19' White Aluminum ¹	22.87
494	46' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	11.81
495	Dual Mount 20' Fiberglass ¹	5.27
496	30' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	7.97
497	16' Decorative Concrete w/decorative base/The Washington	12.13
498	35' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	8.22
499	16' Decorative Concrete-Vic II	12.49
503	AL Direct Buried 40FT 10FT BKT Breakaway	22.50
504	Promenade Black 41ft	21.00

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(Continued on Page No. 7)

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EFFECTIVE: ~~March 5, 2019~~January 1, 2022



**RATE SCHEDULE LS-1
LIGHTING SERVICE**
(Continued from Page No. 6)

III. Additional Facilities

BILLING TYPE

Electrical Pole Receptacle ⁴

401	Single	\$3.00 per unit
402	Double	\$3.90 per unit

Notes to Per Unit Charges:

- (1) Restricted to existing installations.
- (2) Lumens output and wattage ratings may vary with lamp configuration and/or age
- (3) Shown for information only. Energy charges are billed by applying the foregoing energy and demand charges to the total monthly kWh.
- (4) Electric use permitted only during the period of October through January, only on poles designated by the Company. Energy charged separately. Customers must notify Company of installation of customer-owned receptacles prior to such installation.
- (5) Special applications only.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor <u>& Regulatory Assessment Fee Factor:</u>	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the sum of the Customer Charge and applicable Fixture, Maintenance and Pole Charges.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Terms of Service:

Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination. Upon early termination of service under this schedule, the customer shall pay an amount equal to the remaining monthly lease amount for the term of contract including Contribution in Aid of Construction ("CIAC") under Special Provision No.16, applicable Customer Charges and removal cost of the facilities.

Special Provisions:

1. The customer shall execute a contract on the Company's standard filed contract form for service under this rate schedule.
2. Where the Company provides a fixture or pole type other than those listed above, the monthly charges, as applicable shall be computed as follows:
 - I. Fixture
 - (a) Fixture Charge: ~~1.591.08~~% of the Company's average installed cost.
 - (b) Maintenance Charge: The Company's estimated cost of maintaining fixture.
 - II. Pole
 - Pole Charge: ~~1.821.08~~% of installed cost.
3. The customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the customer for damage.
4. Maintenance Service for customer-owned fixtures at charges stated hereunder shall be restricted to fixtures being maintained as of November 1, 1992.

(Continued on Page No. 8)

ISSUED BY: Javier J. Portuondo, ~~Managing Director~~Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~March 5, 2019~~January 1, 2022

**RATE SCHEDULE LS-1
LIGHTING SERVICE**
(Continued from Page No. 7)**Special Provisions: (Continued)**

5. kWh consumption for Company-owned fixtures shall be estimated in lieu of installing meters. kWh estimates will be made using the following formula:

$$\text{kWh} = \frac{\text{Unit Wattage (including ballast losses)} \times 350 \text{ hours per month}}{1,000}$$

6. kWh consumption for customer-owned fixtures shall be metered. Installation of customer-owned lighting facilities shall be provided for by the customer. Any costs incurred by the Company to provide for consolidation of existing lighting facilities for the purpose of metering shall be at the customer's expense.
7. No Pole Charge shall be applicable for a fixture installed on a company-owned pole which is utilized for other general electrical distribution purposes.
8. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
9. For a fixture type and/or pole type restricted to existing installations and requiring major renovation or replacement, the fixture and/or pole shall be replaced by an available similar non-restricted fixture and/or pole and the customer shall commence being billed at its appropriate rate. Where the customer requests the continued use of the same fixture type and/or pole type for appearance reasons, the Company will attempt to provide such fixture and/or pole and the customer shall commence being billed at a rate determined in accordance with Special Provision No. 2 for the cost of the renovated or replaced fixture and/or pole.
10. The customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.
11. After December 31, 1998, all new leased lighting shall be installed on poles owned by the Company.
12. Alterations to leased lighting facilities requested by the customer after date of installation (i.e. redirect, install shields, etc.), will be billed to the customer in accordance with the Company's policy related to "Work Performed for the Public".
13. Service for street or area lighting is normally provided from existing distribution facilities. Where suitable distribution facilities do not exist, it will be the customer's responsibility to pay for necessary additional facilities. Refer to Section III, paragraph 3.01 of the Company's General Rules and Regulations Governing Electric Service to determine the CIAC owed by the customer.
14. Requests for exchanging facilities, upgrades, relocations, removals etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
15. For available LEDs, the customer may opt to make an initial, one-time Contribution in Aid of Construction payment of 50% of the installed cost of fixtures rated greater than 200 Watts and/or poles other than standard wood poles, to reduce the Company's installed cost. If a customer chooses this option, the monthly fixture and/or pole charge shall be computed as the reduced installed cost times the corresponding monthly percentage in 2.I.(a) and/or 2.II above.
16. As an alternative to making an initial one-time CIAC payment to extend distribution facilities to render lighting service, as referenced in Special Provision No. 13, the customer may elect to pay a monthly fee of ~~4.691.08~~% of the calculated CIAC amount.



**RATE SCHEDULE SS-1
 FIRM STANDBY SERVICE**
 (Continued from Page No. 2)

Determination of Specified Standby Capacity:

1. Initially, the customer and the Company shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Company. This shall be termed for billing purposes as the "Specified Standby Capacity".
2. Where a bona fide change in the customer's standby capacity requirement occurs, the Company and the customer shall establish a new Specified Standby Capacity.
3. The Specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 30-minute kW standby power requirement established in the current billing month, or (3) the maximum 30-minute kW standby power requirement established in any of the twenty-three (23) preceding billing months.

Rate Per Month:

1. Customer Charge:

Secondary Metering Voltage:	\$ 431.43 <u>138.50</u>
Primary Metering Voltage:	\$ 306.84 <u>324.09</u>
Transmission Metering Voltage:	\$ 4,057.47 <u>1,116.62</u>

Note: Where the Customer has paid the costs of metering equipment pursuant to a Cogeneration Agreement, the Customer Charge shall be \$~~406.73~~111.67.

2. Supplemental Service Charges:

All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.

3. Standby Service Charges:

A. Distribution Capacity:

\$~~2.50~~2.64 per kW times the Specified Standby Capacity.

Note: No charge is applicable to a customer who has provided all the facilities for interconnection to the Company's transmission system.

B. Generation & Transmission Capacity:

The charge shall be the greater of:

1. \$~~1.39~~1.47 per kW times the Specified Standby Capacity or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-Peak Periods times \$~~0.66~~0.70/kW times the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
March, April, May, October	0.80
June, September, November, December	1.00
January, February, July, August	1.20

Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, *Billing Adjustments*: See Sheet No. 6.105 and 6.106

C. Energy Charges

Non-Fuel Energy Charge: ~~4.23~~1.30¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106

(Continued on Page No. 4)



**RATE SCHEDULE SS-1
 FIRM STANDBY SERVICE**
 (Continued from Page No. 3)

Rate Per Month: (Continued)

3. Standby Service Charges: (Continued)

D. Delivery Voltage Credit:

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by ~~4.49%~~\$1.28 per kW.

E. Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Distribution Capacity Charge, Generation & Transmission Capacity Charge, Non-Fuel Energy Charge, and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

F. Fuel Cost Recovery Factor:

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

G. Asset Securitization Charge Factor: _____ See Sheet No. 6.105

H. Gross Receipts Tax Factor & Regulatory Assessment Fee Factor: See Sheet No. 6.106

I. Right-of-Way Utilization Fee: _____ See Sheet No. 6.106

J. Municipal Tax: _____ See Sheet No. 6.106

K. Sales Tax: _____ See Sheet No. 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 3 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by ~~\$4.28~~\$1.36 per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

1. On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- A. For the calendar months of ~~November-December~~ through ~~March~~February,
 Monday through Friday*: ~~6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.~~5:00 a.m. to 10:00 a.m.
- B. For ~~the all~~ calendar months of April through October,
 Monday through Friday*: ~~12:00 Noon~~6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

2. Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

(Continued on Page No. 5)

**RATE SCHEDULE SS-1
FIRM STANDBY SERVICE**
(Continued from Page No. 4)**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. Customers taking service under this rate schedule who desire to transfer to firm full requirements service will be required to give the Company written notice at least sixty (60) months prior to such transfer.
3. The Company will furnish service under this rate schedule at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of ~~4.671.08~~ 1.08% per month of the installed cost of such additional equipment.
4. The customer shall allow the Company to install time recording metering on the electrical output of all customer-owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.
5. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.
6. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.
7. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all Company-supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.
8. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.
9. For an amount of load reduction directly resulting from an outage of the customer's generation to be recognized in the determination of standby service requirements, the customer must satisfactorily demonstrate this capability initially and be subject to periodic verification upon request by the Company.
10. If the actual maximum 30-minute standby power supplied by the Company exceeds the prior billing month's Specified Standby Capacity, the customer shall be billed on the excess amount for previous billings rendered up to twelve (12) months under the rate schedule for (1) distribution capacity and (2) generation and transmission capacity, at a rate of 125% of the corresponding standby service charges.
11. When an outage of the customer's generating system is caused by an electrical isolation of the customer due to conditions originating on the Company's system, no standby capacity requirement shall be recognized for billing purposes for the standby power utilized during customer generation restart for a period not exceeding eight (8) hours from time of Company electrical restoration.



**RATE SCHEDULE SS-2
INTERRUPTIBLE STANDBY SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, having on-site generating equipment and requesting interruptible standby service. A customer requesting interruptible standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load and (3) is operated for other than emergency and test purposes.

Character of Service:

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

Limitation of Service:

Resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. ~~The Company will not make off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 3 of this rate schedule.~~

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

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.

"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.

"Supplemental 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.

"Otherwise applicable rate schedule" refers to the rate schedule under which the customer would have received service if the customer had no self-generation.

Determination of Standby Service Requirements:

The customer may elect either of the following two options for determination of standby service requirements:

Option A:

1. The customer shall provide the Company within three (3) days of the end of the billing period the following information for each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation:
 - (a) Amount of load in kW ordinarily supplied by customer's generation.
 - (b) Amount of load reduction in kW, if any, as a direct result of customer's generation outage.

(Continued on Page No. 2)



**RATE SCHEDULE SS-2
 INTERRUPTIBLE STANDBY SERVICE**
 (Continued from Page No. 2)

Determination of Specified Standby Capacity:

- Initially, the customer and the Company shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Company. This shall be termed for billing purposes as the "Specified Standby Capacity".
- Where a bona fide change in the customer's standby capacity requirement occurs, the Company and the customer shall establish a new Specified Standby Capacity.
- The Specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 30-minute kW standby power requirement established in the current billing month, or (3) the maximum 30-minute kW standby power requirement established in any of the twenty-three (23) preceding billing months.

Rate Per Month:

1. Customer Charge:

Secondary Metering Voltage:	\$ 330.95 <u>349.56</u>
Primary Metering Voltage:	\$ 478.04 <u>504.89</u>
Transmission Metering Voltage:	\$ 1,405.99 <u>1,168.19</u>

Note: Where the customer has paid the costs of metering equipment pursuant to a Cogeneration Agreement, the Customer Charge shall be ~~\$309.67~~\$327.08.

2. Supplemental Service Charges:

All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.

3. Standby Service Charges:

A. Distribution Capacity:

~~\$2,492.63~~ per kW times the Specified Standby Capacity.

Note: No charge is applicable to a Customer who has provided all the facilities for interconnection to the Company's transmission system.

B. Generation & Transmission Capacity:

The charge shall be the greater of:

- ~~\$1,396~~1,474 per kW times the Specified Standby Capacity or
- The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-Peak Periods times ~~0.66~~0.702 kW times the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
March, April, May, October	0.80
June, September, November, December	1.00
January, February, July, August	1.20

Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, *Billing Adjustments*:

See Sheet No. 6.105 and 6.106

C. Interruptible Capacity Credit:

The credit shall be the greater of:

- \$1.17 per kW times the Specified Standby Capacity, or
- The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-peak periods times \$0.557/kW times the appropriate Billing Month Factor shown in part 3.B. above.

D. Energy Charges:

Non-Fuel Energy Charge: ~~4.223~~1.292¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

E. Delivery Voltage Credit:

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by ~~4.19~~\$1.28 per kW.

(Continued on Page No. 4)



**RATE SCHEDULE SS-2
 INTERRUPTIBLE STANDBY SERVICE**
 (Continued from Page No. 3)

Rate Per Month: (Continued)

3. Standby Service Charges: (Continued)

F. Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Distribution Capacity Charge, Generation & Transmission Capacity Charge, Interruptible Capacity Credit, Non-Fuel Energy Charge and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

G. Fuel Cost Recovery Factor:

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

H. Asset Securitization Charge Factor: _____ See Sheet No. 6.105

I. Gross Receipts Tax Factor & Regulatory Assessment Fee Factor: _____ See Sheet No. 6.106

J. Right-of-Way Utilization Fee: _____ See Sheet No. 6.106

K. Municipal Tax: _____ See Sheet No. 6.106

L. Sales Tax: _____ See Sheet No. 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 4 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by ~~\$4,271.35~~ per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

1. On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

A. For the calendar months of ~~November-December~~ through ~~March~~February,
 Monday through Friday*: ~~6:00 a.m. to 10:00 a.m. and~~
~~6:00 p.m. to 10:00 p.m.~~5:00 a.m. to 10:00 a.m.

B. For ~~the all~~ calendar months of ~~April through October~~,
 Monday through Friday*: ~~12:00 Noon~~6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

2. Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at company-designated locations.

Term of Service:

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

Special Provisions:

- When the customer increases the electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
- Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required interruptible equipment will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.

(Continued on Page No. 5)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2021~~January 1, 2022



**RATE SCHEDULE SS-2
INTERRUPTIBLE STANDBY SERVICE**
(Continued from Page No. 4)

Special Provisions: (Continued)

3. To minimize the frequency and duration of interruptions hereunder, the Company will attempt to purchase power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. ~~When the Company is successful in making such purchases, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3 and SS-3 during the corresponding calendar month.~~
~~In the event a customer elects to interrupt irrespective of the availability of additional energy purchased by the Company during the period for which interruption would have otherwise occurred, the customer will incur no responsibility for the payment of any additional cost of such energy.~~
4. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of ~~4.67~~1.08% per month of the installed cost of such additional equipment.
5. Customers taking service under this rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives a waiver from the Florida Public Service Commission.
6. The customer shall allow the Company to install time recording metering on the electrical output of all customer-owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance, and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.
7. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.
8. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.
9. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all Company-supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.
10. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.
11. For an amount of load reduction directly resulting from an outage of the customer's generation to be recognized in the determination of standby service requirements, the customer must satisfactorily demonstrate this capability initially and be subject to periodic verification upon request by the Company.
12. If the actual maximum 30-minute standby power supplied by the Company exceeds the prior billing month's Specified Standby Capacity, the customer shall be billed on the excess amount for previous billings rendered up to twelve (12) months under the rate schedule for (1) distribution capacity and (2) generation and transmission capacity, at a rate of 125% of the corresponding standby service charges.

**RATE SCHEDULE SS-3
CURTAILABLE STANDBY SERVICE****Availability:**

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, having on-site generating equipment and requesting interruptible standby service. A customer requesting interruptible standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load and (3) is operated for other than emergency and test purposes.

Character of Service:

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

Limitation of Service:

Resale service not permitted hereunder. ~~Interruptible-Curtailable~~ service under this rate schedule is not subject to ~~interruption curtailment~~ during any time period for economic reasons. ~~Interruptible-Curtailable~~ service under this rate schedule is subject to ~~interruption curtailment~~ during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. ~~The Company will not make off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 3 of this rate schedule.~~

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

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.

"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.

"Supplemental 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.

"Otherwise applicable rate schedule" refers to the rate schedule under which the customer would have received service if the customer had no self-generation.

Determination of Standby Service Requirements:

The customer may elect either of the following two options for determination of standby service requirements:

Option A:

1. The customer shall provide the Company within three (3) days of the end of the billing period the following information for each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation:
 - (a) Amount of load in kW ordinarily supplied by customer's generation.
 - (b) Amount of load reduction in kW, if any, as a direct result of customer's generation outage.

(Continued on Page No. 2)



**RATE SCHEDULE SS-3
CURTAILABLE STANDBY SERVICE**
(Continued from Page No. 2)

Determination of Specified Standby Capacity:

- Initially, the customer and the Company shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Company. This shall be termed for billing purposes as the "Specified Standby Capacity".
- Where a bona fide change in the customer's standby capacity requirement occurs, the Company and the customer shall establish a new Specified Standby Capacity.
- The Specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 30-minute kW standby power requirement established in the current billing month or (3) the maximum 30-minute kW standby power requirement established in any of the twenty-three (23) preceding billing months.

Rate Per Month:

1. Customer Charge:

Secondary Metering Voltage:	\$ 400.75 <u>115.93</u>
Primary Metering Voltage:	\$ 266.84 <u>271.25</u>
Transmission Metering Voltage:	\$ 884.80 <u>934.55</u>

Note: Where the customer has paid the costs of metering equipment pursuant to a Cogeneration Agreement, the Customer Charge shall be ~~\$88.48~~93.45

2. Supplemental Service Charges:

All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.

3. Standby Service Charges:

A. Distribution Capacity:

~~\$2.49~~2.63 per kW times the Specified Standby Capacity.

Note: No charge is applicable to a customer who has provided all the facilities for interconnection to the Company's transmission system.

B. Generation & Transmission Capacity:

The charge shall be the greater of:

- ~~\$4.39~~61.474 per kW times the Specified Standby Capacity or
- The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-Peak Periods times ~~\$0.66~~40.702/kW times the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
March, April, May, October	0.80
June, September, November, December	1.00
January, February, July, August	1.20

Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, *Billing Adjustments*:

See Sheet No. 6.105 and 6.106

C. Curtailable Capacity Credit:

The credit shall be the greater of:

- \$0.877 per kW times the Specified Standby Capacity, or
- The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-peak periods times \$0.418/kW times the appropriate Billing Month Factor shown in part 3.B. above.

D. Energy Charges:

Non-Fuel Energy Charge: ~~4.228~~1.297¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis listed in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor and Asset Securitization Charge Factor:

See Sheet No. 6.105 and 6.106

E. Delivery Voltage Credit:

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by ~~4.49~~\$1.28 per kW.

(Continued on Page No. 4)



RATE SCHEDULE SS-3
 CURTAILABLE STANDBY SERVICE
 (Continued from Page No. 3)

Rate Per Month: (Continued)

3. Standby Service Charges: (Continued)

F. Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Distribution Capacity Charge, Generation & Transmission Capacity Charge, Interruptible Capacity Credit, Non-Fuel Energy Charge and Delivery Voltage Credit hereunder:

Metering Voltage	Reduction Factor
Distribution Primary	1.0%
Transmission	2.0%

G. Fuel Cost Recovery Factor:

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

H. Asset Securitization Charge Factor:

See Sheet No. 6.105

I. Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:

See Sheet No. 6.106

J. Right-of-Way Utilization Fee:

See Sheet No. 6.106

K. Municipal Tax:

See Sheet No. 6.106

L. Sales Tax:

See Sheet No. 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by ~~\$1.271.35~~ per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

1. On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- A. For the calendar months of ~~November-December~~ through ~~March~~February,
 Monday through Friday*: ~~6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.~~5:00 a.m. to 10:00 a.m.
- B. For ~~the all~~ calendar months of ~~April through October~~,
 Monday through Friday*: ~~12:00 Noon~~6:00 p.m. to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

2. Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

(Continued on Page No. 5)

**RATE SCHEDULE SS-3
CURTAILABLE STANDBY SERVICE**
(Continued from Page No. 4)**Special Provisions:**

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of ~~4.671.08%~~ times the installed cost of such additional equipment.
3. As an essential requirement for receiving curtailable service provided under this rate schedule, the customer shall be strictly responsible for the full curtailment of his standby power requirements upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
4. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
5. In the event a customer electing curtailable service has not complied with his curtailment responsibility for any period of requested curtailment during the current billing period, the customer will additionally be billed 125% of the difference in standby rate charges between this rate schedule and that of Rate Schedule SS-1, Firm Standby Service, for each billing period from the current month to the most recent prior billing period in which curtailment was requested, not to exceed a total of twelve (12) billing periods.
6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. ~~Any energy used hereunder during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods.~~

~~In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption hereunder during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3 and SS-2 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailment will be required for the remainder of such period.~~

~~In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and does not exceed his Non-Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of any additional cost of such energy.~~

7. Customers taking service under this rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives a waiver from the Florida Public Service Commission.
8. The customer shall allow the Company to install time recording metering on the electrical output of all customer-owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance, and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.
9. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.
10. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.

(Continued on Page No. 6)



11. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all company-supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.

12. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.

(Continued on Page No. 6)

**RATE SCHEDULE SS-3
CURTAILABLE STANDBY SERVICE**
(Continued from Page No. 5)**Special Provisions: (Continued)**

~~7.1. Customers taking service under this rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives a waiver from the Florida Public Service Commission.~~

~~8.1. The customer shall allow the Company to install time recording metering on the electrical output of all customer owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance, and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.~~

~~9.1. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.~~

~~10.1. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.~~

~~11.1. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all company supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.~~

~~12.1. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.~~

13. For an amount of load reduction directly resulting from an outage of the customer's generation to be recognized in the determination of standby service requirements, the customer must satisfactorily demonstrate this capability initially and be subject to periodic verification upon request by the Company.
14. The described procedures herein for determining standby and supplemental requirements may require modification during a period of requested curtailment. In this event all power and energy requirements are considered supplemental to the extent that the total power requirement does not exceed the customer's otherwise maximum 30-minute supplemental demand for the current billing period. Any requirement exceeding this level is considered standby. If this should result in a standby requirement which exceeds the customer's self-generating capability, such excess shall be considered additional supplemental.
15. If the actual maximum 30-minute standby power supplied by the Company exceeds the prior billing month's Specified Standby Capacity, the customer shall be billed on the excess amount for previous billings rendered up to twelve (12) months under the rate schedule for (1) distribution capacity and (2) generation and transmission capacity, at a rate of 125% of the corresponding standby service charges.



SECTION NO. VI

~~TWENTIETH-TWENTY-FIRST~~ REVISED SHEET NO. 6.330
CANCELS ~~NINETEENTH-TWENTIETH~~ REVISED SHEET NO. 6.330

RATE SCHEDULE TS-1
TEMPORARY SERVICE

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To customers for temporary service such as construction, fairs, displays, exhibits, and similar temporary purposes.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three phase at option of the Company, at the Company's standard voltage available.

Limitation of Service:

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Company's applicable General Service rate schedule.

Additional Charges:

Fuel Cost Recovery Factor:	_____	See Sheet No. 6.105
Asset Securitization Charge Factor:	_____	See Sheet No. 6.105
Gross Receipts Tax Factor & Regulatory Assessment Fee Factor:	_____	See Sheet No. 6.106
Right-of-Way Utilization Fee:	_____	See Sheet No. 6.106
Municipal Tax:	_____	See Sheet No. 6.106
Sales Tax:	_____	See Sheet No. 6.106

Minimum Monthly Bill:

As provided for in the applicable rate schedule.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate shall be for a minimum initial term of thirty (30) days from the commencement of service and may be extended for thirty- (30) day periods.

Special Provisions:

1. Metering voltage will be at the option of the Company.
2. The Company may under the provisions of this rate, at its option, require a contract with the Customer upon the Company's filed contract form.
3. Where a temporary service extension is required and can be provided by a service drop or connection point to the Company's existing distribution system, the Customer shall pay a service charge of ~~\$227~~\$310.00 for the cost of installing and removing such temporary service extension.
4. Where line work is required, the Customer shall pay, in advance, the estimated cost of installing and removing such facilities as may be required to provide such temporary service, except the cost of any portion of the facilities which will remain as a part of the permanent service. In addition, the Customer shall deposit with the Company, in advance, a cash sum equal to the estimated charge for energy consumed provided, however, that the Company may waive advance payments if the Customer has established, in the sole judgment of the Company, satisfactory credit.

**RATE SCHEDULE RSS-1
RESIDENTIAL SEASONAL SERVICE RIDER**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To customers receiving residential service under Rate Schedule RS-1, RSL-1 or RSL-2 that meet the special provisions of this schedule.

Rate Per Month:

Other than as stated below, the otherwise applicable rate schedule for electric service will apply.

Standard Customer Charge	\$ 11.40
Seasonal Customer Charge	\$ 5.98

Seasonal Billing Periods:

The billing months of March through October.

Special Provisions:

- ~~To qualify for service under this rider, the customer's premise must be occupied each year during a portion of the billing months of November through February and must not be occupied at least three months during the billing months of March through October.~~
- ~~The maximum allowable consumption for a seasonal billing period is 210 kWh. However, if the seasonal billing period exceeds 30 days, the maximum allowable consumption is increased by seven (7) kWh per day.~~
- ~~If kWh usage during the seasonal billing period is less than or equal to the maximum allowable consumption for the billing period, the seasonal customer charge will apply. For non-seasonal billing months and those seasonal billing months that exceed the allowed maximum allowable consumption, the standard customer charge will apply.~~
- ~~All other provisions of the otherwise applicable rate schedule will apply to customers served under this schedule.~~

RESERVED FOR FUTURE USE



**RATE SCHEDULE PPS-1
GENERAL SERVICE – PREMIER POWER SERVICE RIDER**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

This Rider is applicable on a voluntary basis to a customer with a minimum measured demand of 50 kW taking service under non-residential Rate Schedules GS-1, GST-1, GSD-1, GSDT-1, GSLM-1, CS-1, CS-2, CS-3, CST-1, CST-2, CST-3, IS-1, IS-2, IST-1, or IST-2 that meets the eligibility requirements herein when the customer contracts with the Company to own, install, operate and maintain generation equipment on the customer's premises for the primary purpose of providing a back-up supply of electric service in the event normal electric supply is interrupted. The applicable non-residential Rate Schedule with which this Rider is used is modified only as required by the terms hereof.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or resale service is not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

Monthly Service Payment:

The Monthly Service Payment under this Rider is in addition to the monthly rate determined under the applicable non-residential Rate Schedule and other riders, if applicable, and shall be calculated based on the following formula:

$$\text{Monthly Service Payment} = \text{Capital Cost} + \text{Expenses}$$

Where:

Capital Cost equals a carrying cost times the levelized plant investment based upon the estimated installed cost of facilities. The carrying cost includes the cost of capital, reflecting current capital structure and most recent approved return on common equity; income taxes; property taxes; general plant; administrative and general plant-related expenses; and intangible plant. Any replacement cost expected to be incurred during the Contract Period will also be included. Any special equipment installed by the Company that is not necessary to support back-up service to the customer shall not be included in the Monthly Service Payment.

Expenses shall be levelized over the Contract Term and shall include: Company operations and maintenance (O&M) expenses times a carrying cost that is inclusive of administrative and general and labor expenses related to O&M and cash working capital; third-party expenses for operations and maintenance, warranties, or insurance; fuel expense, based upon an estimate of the cost of fuel consumed for normal back-up operation and testing, less a credit based upon the system average cost of fuel and purchased power included in retail tariffs; inventory cost associated with fuel, materials, and supplies times a carrying cost that recovers the cost of capital and income taxes; depreciation expense, adjusted for the estimated salvage value at the end of the Contract Term; deferred income taxes; and customer accounting, customer service and information, program administration, and sales expenses. Any expenses incurred in operating the on-site generation for other than normal back-up operation and testing shall not be included in the Monthly Service Payment.

Installation cost will be recovered over the initial Contract Term. Pricing of capital-related costs and expenses shall be based upon no shorter than 10 years from the equipment's original in-service date and the resulting Monthly Service Payment shall include an upward adjustment for Contract Terms that expire prior to 10 years from this in-service date.

(Continued on Page No. 2)



RATE SCHEDULE PPS-1
GENERAL SERVICE – PREMIER POWER SERVICE RIDER

(Continued from Page No. 1)

Definition of Services:

Services provided under the terms of this Rider shall be provided by ~~an~~ on-site ~~equipmentgenerator~~ supplied by the Company for the purpose of continuing the supply of electricity to the customer's site in the event the normal electric supply is interrupted. In cases where the customer's total electric requirement exceeds the generation capability, the customer shall arrange its electrical requirements to ensure that the electrical requirement to be supplied when normal service is interrupted will not be greater than the generation capacity. The minimum ~~equipmentgenerator~~ capacity supplied by the Company under this rider shall be not less than 50 kW.

The Company shall have the right to operate the on-site ~~equipmentgenerator~~ at all times it deems appropriate, including, but not limited to, for the purposes of testing of the ~~equipmentgenerator~~ to verify that it will operate within required parameters, and dispatching the ~~equipmentgenerator~~ to assist in meeting system demand or for other system benefits. The ~~equipmentgenerator~~ and appropriate transfer switching shall be electrically connected on the Company's side of the billing meter; therefore, billing for generation provided during normal back-up operation and testing shall continue to be billed under the applicable non-residential Rate Schedule based solely upon consumption registered on the Company's billing meter.

Service Contract:

The Company and the customer shall execute a Premier Power Service Contract (the "Contract") that will state the amount of the customer's Monthly Service Payment determined in accordance with this Rider, the Contract Term, and other terms and conditions pertinent to providing Premier Power Service.

Eligibility:

In order to be eligible for this Rider, the customer must provide evidence of creditworthiness sufficient to establish reasonable assurance of their ability to meet their financial obligations for the services to be provided under the Contract.

- Entities that have an investment grade senior unsecured credit rating from Moody's Investors Service or S&P Global Ratings will be deemed creditworthy for projects requiring investment by the Company of twenty (20) million dollars or less (Investment grade rating means an unsecured or issuer rating of Baa3 or better from Moody's or BBB- from S&P).
- Entities that have a senior unsecured credit rating of at least Ba2 from Moody's Investors Service or BB by S&P Global Ratings will be deemed creditworthy for projects requiring investment by the Company of five (5) million dollars or less.

Customers with no such rating may demonstrate creditworthiness by submitting their audited financial statements for review by the Company to establish an equivalent credit rating based on a commercially reasonable credit assessment.

Companies not deemed to be creditworthy for a project may establish eligibility by providing credit support in the form of either (i) cash; (ii) bank-issued letter(s) of credit; (iii) a guaranty from a parent company or an affiliated entity meeting the creditworthiness standards of the Company, in each case in a form and from an issuer reasonably acceptable to the Company; or (iv) other security reasonably acceptable to the Company. The amount of security shall not exceed the initial costs incurred by the Company for installation, excluding equipment removable by the Company and suitable for alternative use, plus the estimated cost for the Company to redeploy such equipment for use elsewhere, if applicable. As an alternative form of credit support, the customer and the Company may mutually agree to an accelerated payment schedule commencing prior to completion of installation of the equipment or a payment schedule consisting of larger payments upfront followed by smaller payments, provided that the resulting payment structure will not result in collection by the Company of a return greater than that which would otherwise be reflected in the determination of the payment amount under the Contract.

Minimum Monthly Bill:

The minimum monthly bill shall be the customer's minimum bill under the applicable non-residential Rate Schedule, plus the Monthly Service Payment under this Rider.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

Service under this Rider shall be for the term specified in the ~~Premier Power Service~~ Contract. In the event of non-payment by the customer where such non-payment is not cured within sixty (60) days of notice of such delinquency by the Company to the customer, the company shall have the right to terminate the Contract, exercise any rights thereunder, and proceed against any credit support provided by the customer in connection with the Contract.

Service Contract:

The Company and the customer shall execute a Premier Power Service Contract that will state the amount of the customer's Monthly Service Payment determined in accordance with this Rider, the Contract Term, and other terms and conditions pertinent to providing

~~Premier Power Service.~~

ISSUED BY: ~~Javier J. Portuondo, Director~~ Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2022 ~~August 9, 2016~~



**RATE SCHEDULE ED-1
 ECONOMIC DEVELOPMENT RIDER**

Availability:

Available throughout the entire territory served by the Company. Customers desiring to take service under this tariff must make a written request for service.

Applicable:

To any customer taking firm service, other than residential, for light and power purposes who meet the Qualifying Criteria set forth in this tariff. This tariff provides for an Economic Development Rate Reduction Factor as described herein for new load which is defined as load being established after the date of the original issue of this tariff sheet by a new business or the expansion of an existing business. This rider is not available for retention of existing load or for relocation of existing load within the Company's service territory. Relocating businesses that provide expansion of existing business may qualify for the expanded load only. This rider is not available for short-term, construction, temporary service, or renewal of a previously existing service. Customers must execute an Economic Development Service Agreement and such agreement must specify all qualifying criteria customer expects to meet for this rider to be applicable.

Qualifying Criteria:

- a) The minimum qualifying new load must be at least 500 kW with a minimum load factor of 50% at a single point of delivery.
- b) The new or expanding business must be a targeted industry as defined by the state of Florida's most current economic development policy.
- c) The new or expanding business must also meet at least one of the following two requirements at the project location:
 - 1) The addition of 25 net new full time equivalent (FTE) jobs in the Company's Florida service area; or
 - 2) Capital investment of \$500,000 or greater and a net increase in FTE jobs in the Company's Florida service area.
- d) Customer must provide written documentation attesting that the availability of this rider is a significant factor in the Customer's location/expansion decision.

Limitation of Service:

Service under this tariff is limited to a total load served under both this tariff and the EDR-1 tariff of 300 megawatts or a total of 25 customer accounts served under both this tariff and the EDR-1 tariff. Standby or resale service not permitted hereunder. Service under this tariff is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service." Service under this tariff may not be combined with service under the EDR-1 tariff. Service under this tariff is available on a first come, first served basis.

Otherwise Applicable General Service Tariff:

Service under this rider shall be provided under any of the Company's currently available general service tariffs to be initially determined by mutual agreement of the Company and customer based on the usage characteristics provided by the customer for new load. All provisions, terms and conditions of the Otherwise Applicable General Service Tariff shall apply.

Rate Per Month:

All charges shall be those set forth in the Otherwise Applicable General Service Tariff adjusted by the Economic Development Rate Reduction Factor.

Economic Development Rate Reduction Factor:

The following rate reduction factors shall apply:

Year of Agreement	Reduction of Base Rate Demand and Energy Charges
Year 1	50%
Year 2	40%
Year 3	30%
Year 4	20%
Year 5	10%

(Continued on Page No. 2)



RESERVED FOR FUTURE USE

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, ~~Managing Director~~Vice President, Rates & Regulatory Strategy - FL

EFFECTIVE: ~~January 1, 2018~~January 1, 2022



**RATE SCHEDULE ED-4
ECONOMIC DEVELOPMENT RIDER**

(Continued from Page No. 1)

Term of Service:

Service under this rider shall be for a term of five (5) years from the commencement of service of new load. Service under this rider will terminate at the end of the 5 year period.

Penalty for Non-Compliance with Qualifying Criteria or Term of Service:

If at any time during the term of the rider agreement the customer violates the terms and conditions of the rider or agreement, the Company may discontinue the discount provided for under this rider, and bill the customer based on the Otherwise Applicable General Service Tariff. If the customer terminates service prior to the end of the agreement period, or fails to meet the qualifying criteria agreed to for the term of the agreement, this will constitute a violation of the terms and conditions of the rider and agreement.

Should service under this rider be discontinued by the Company or the customer for said violation the customer shall be required to repay to the Company the amount of the cumulative discounts received under this rider with interest.

RESERVED FOR FUTURE USE

RATE SCHEDULE ED-2
ECONOMIC DEVELOPMENT RIDER

Availability:

Available throughout the entire territory served by the Company. Customers desiring to take service under this tariff must make a written request for service.

Applicable:

To any customer taking firm service, other than residential, for light and power purposes who meet the Qualifying Criteria set forth in this tariff. This tariff provides for an Economic Development Bill Reduction Factor as described herein for new load which is defined as load being established after the date of the original issue of this tariff sheet by a new business or the expansion of an existing business. This rider is not available for retention of existing load or for relocation of existing load within the Company's service territory. Relocating businesses that provide expansion of existing business may qualify as to the expanded load only. This rider is not available for short-term service, construction, temporary service, or renewal of a previously existing service. Customers must execute an Economic Development Service Agreement and such agreement must specify all the Qualifying Criteria that customer expects to meet for this rider to be applicable.

Qualifying Criteria:

To participate in this rider, the customer must meet the following criteria:

- a) The minimum qualifying new load must have a minimum load factor of 35% at a single point of delivery and must be:
 - 1) At least 500 kW; or
 - 2) At least 350 kW at an existing premise served by the Company that has been unoccupied or dormant, with minimal or no electric usage, for at least ninety (90) days.
- b) The new or expanding business must be in a targeted industry as defined by the state of Florida's most current economic development policy.
- c) The new or expanding business must also meet at least one of the following two requirements at the project location:
 - 1) The addition of 25 net new full time equivalent (FTE) jobs in the Company's Florida service area; or
 - 2) Capital investment of \$500,000 or greater and a net increase in FTE jobs in the Company's Florida service area.
- d) Customer must provide written documentation attesting that the availability of this rider is a significant factor in the Customer's location/expansion decision.

Limitation of Service:

Standby or resale service is not permitted hereunder. Service under this tariff is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Otherwise Applicable General Service Tariff:

Service under this rider shall be provided under any of the Company's currently available general service tariffs to be initially determined by mutual agreement of the Company and customer based on the usage characteristics provided by the customer for new load. All provisions, terms and conditions of the otherwise applicable General Service Tariff shall apply.

Rate Per Month

All charges shall be those set forth in the otherwise applicable General Service Tariff with the resulting monthly bill adjusted by the Economic Development Bill Reduction Factor, plus any additional facilities charges as specified in the Economic Development Service Agreement or as otherwise agreed.

Economic Development Bill Reduction Factor:

Beginning with the effective date as declared by the customer and in compliance with this rider, a reduction in the monthly bill will be applied to the total bill for the qualifying new load under this rider (but excluding any charges for additional facilities as specified in the Economic Development Service Agreement or as otherwise agreed), as follows:

<u>Months beginning with and following the effective date declaration</u>	<u>Reduction in monthly bill for qualifying new load</u>
<u>Months 1-12</u>	<u>Up to 30%</u>
<u>Months 13-24</u>	<u>Up to 30%</u>
<u>Months 25-36</u>	<u>Up to 30%</u>
<u>Months 37-48</u>	<u>Up to 30%</u>
<u>Months 49-60</u>	<u>Up to 30%</u>

RATE SCHEDULE ED-2
ECONOMIC DEVELOPMENT RIDER
(Continued from Page No. 1)

Economic Development Bill Reduction Factor: (Continued)

The percentage discount to be applied to the customer's monthly bills will be determined in advance, on or prior to the date of execution of the Economic Development Service Agreement, and will be developed on an individual customer basis given the evaluation of the following criteria as to the new or expanded load:

1. Peak monthly demand;
2. Average monthly load factor;
3. The Company's incremental costs to serve;
4. Number of new FTEs; and
5. Total new capital investment of the customer.

The third criterion, Company's incremental costs to serve the new load, will not take into account the costs for additional facilities that are being covered in full by the customer through the terms of the Economic Development Service Agreement or another agreement between the Company and the customer.

Term of Service:

The customer may request an effective date of this rider which is no later than eighteen (18) months after the Economic Development Service Agreement is approved and signed by the Company. The minimum term of the Economic Development Service Agreement shall be ten (10) years following the customer's effective date, with the bill reductions being available for a maximum period of five (5) years after such effective date.

Penalty for Non-Compliance with Qualifying Criteria or Term of Service:

If at any time during the term of the rider agreement the customer violates the terms and conditions of the rider or the Economic Development Service Agreement, the Company may discontinue the discount provided for under this rider and bill the customer based on the otherwise applicable General Service Tariff. If the customer terminates service prior to the end of the Agreement period, or fails to meet the qualifying criteria agreed to for the term of the Agreement, this will constitute a violation of the terms and conditions of the rider and agreement

Should service under this rider be discontinued by the Company or the customer for said violation, the customer shall be required to repay to the Company the amount of the cumulative discounts received under this rider in accordance with the following schedule .

<u>Number of months beginning with and following the effective date declaration and ending with the date of violation</u>	<u>Required percentage of cumulative economic development bill discounts that must be repaid:</u>
<u>Months 1-60</u>	<u>100%</u>
<u>Months 61-72</u>	<u>80%</u>
<u>Months 73-84</u>	<u>60%</u>
<u>Months 85-96</u>	<u>40%</u>
<u>Months 97-108</u>	<u>20%</u>
<u>Months 109-120</u>	<u>10%</u>

If a change in ownership occurs after execution of the Economic Development Service Agreement, the successor customer may, in the Company's discretion, be allowed to fulfill the balance of the Economic Development Service Agreement and participate in this rider.



**RATE SCHEDULE EDR-1
 ECONOMIC RE-DEVELOPMENT RIDER**

Availability:

Available throughout the entire territory served by the Company. Customers desiring to take service under this tariff must make a written request for service.

Applicable:

To any customer taking firm service, other than residential, for light and power purposes who meet the Qualifying Criteria set forth in this tariff. This tariff provides for an Economic Re-Development Rate Reduction Factor as described herein for new load which is defined as load being established after the date of the original issue of this tariff sheet by a new business or the expansion of an existing business. This rider is not available for retention of existing load or for relocation of existing load within the Company's service territory. Relocating businesses that provide expansion of existing business may qualify for the expanded load only. This rider is not available for short-term, construction, temporary service, or renewal of a previously existing service. Customers must execute an Economic Re-Development Service Agreement and such agreement must specify all qualifying criteria customer expects to meet for this rider to be applicable.

Qualifying Criteria:

- a) ~~New load must be at an existing Company premise location previously served by the Company which has been unoccupied or otherwise essentially dormant (evidenced by minimal to no electric usage) for a minimum period of 90 days.~~
- b) ~~Customer must not have a relationship with the previous occupant of the unoccupied premise location.~~
- c) ~~The minimum qualifying new load must be at least 350 kW with a minimum load factor of 50% at a single point of delivery.~~
- d) ~~The new or expanding business must be a targeted industry as defined by the state of Florida's most current economic development policy.~~
- e) ~~The new or expanding business must also meet at least one of the following two requirements at the project location:~~
 - 1) ~~The addition of 15 net new full time equivalent (FTE) jobs in the Company's Florida service area; or~~
 - 2) ~~Capital investment of \$200,000 or greater and a net increase in FTE jobs in the Company's Florida service area.~~
- f) ~~Customer must provide written documentation attesting that the availability of this rider is a significant factor in the Customer's location/expansion decision.~~

Limitation of Service:

Service under this tariff is limited to a total load served under both this tariff and the ED-1 tariff of 300 megawatts or a total of 25 customer accounts served under both this tariff and the ED-1 tariff. Standby or resale service not permitted hereunder. Service under this tariff is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service." Service under this tariff may not be combined with service under the ED-1 tariff. Service under this tariff is available on a first come, first served basis.

Otherwise Applicable General Service Tariff:

Service under this rider shall be provided under any of the Company's currently available general service tariffs to be initially determined by mutual agreement of the Company and customer based on the usage characteristics provided by the customer for new load. All provisions, terms and conditions of the Otherwise Applicable General Service Tariff shall apply.

Rate Per Month:

All charges shall be those set forth in the Otherwise Applicable General Service Tariff adjusted by the Economic Re-Development Rate Reduction Factor.

Economic Re-Development Rate Reduction Factor:

The following rate reduction factors shall apply:

Year of Agreement	Reduction of Base Rate Demand and Energy Charge	Reduction of the Non-Fuel and non-ASC-BA-1 Tariff Charges
Year 1	50%	50%
Year 2	35%	35%
Year 3	15%	15%
Year 4	0%	0%
Year 5	0%	0%

(Continued on Page No. 2)



RESERVED FOR FUTURE USE

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, ~~Managing Director~~Vice President, Rates & Regulatory Strategy - FL

EFFECTIVE: ~~January 1, 2018~~January 1, 2022



**RATE SCHEDULE EDR-1
ECONOMIC RE-DEVELOPMENT RIDER**
(Continued from Page No. 1)

Term of Service:

~~Service under this rider shall be for a term of five (5) years from the commencement of service of new load. Service under this rider will terminate at the end of the 5 year period.~~

Penalty for Non-Compliance with Qualifying Criteria or Term of Service:

~~If at any time during the term of the rider agreement the customer violates the terms and conditions of the rider or agreement, the Company may discontinue the discount provided for under this rider, and bill the customer based on the Otherwise Applicable General Service Tariff. If the customer terminates service prior to the end of the agreement period, or fails to meet the qualifying criteria agreed to for the term of the agreement, this will constitute a violation of the terms and conditions of the rider and agreement.~~

~~Should service under this rider be discontinued by the Company or the customer for said violation the customer shall be required to repay to the Company the amount of the cumulative discounts received under this rider with interest. Repayments will be appropriately treated and apportioned by the Company in direct proportion to the base rate or clause revenues as discounts were achieved and repaid.~~

Other Charges:

~~Customers requiring installation of additional new facilities at an existing premise location may be subject to contribution in aid to construction, construction advances or equipment rental charges as may be applicable in accordance with the Company's Rules and Regulations.~~

RESERVED FOR FUTURE USE

RATE SCHEDULE FB-1
Optional – FixedBill Program
(Continued from Page No. 1)

Normal Weather: Weather at the 50th weather percentile based on the Company's historical seasonal heating degree-days and cooling degree-days.

Actual Weather: Weather experienced during a historical time period measured using actual heating degree-days and cooling degree-days.

Predicted Weather Normalized Monthly kWh Usage: The customer's predicted monthly usage (kWh) based on Normal Weather.

Predicted Weather Adjusted Total kWh Usage: The customer's predicted total usage (kWh) for the applicable time period based on Actual Weather.

Risk Adder: This adder is used to compensate the Company for the risk associated with weather-related consumption and non-weather related impacts and will not exceed 6%. Through December 31, 2021 in recognition of reduced risk from customers who grant the Company the ability to control different customer owned assets outside of or in addition to applicable Commission-approved DSM programs, the Company will provide up to 2,000 customers \$50 in the form of a prepaid credit card in accordance with the terms of the program's Service Agreement.

Usage Adder: This adder is used to compensate the Company for the risk associated with increased usage by customers in their first year while on *FixedBill* not associated with weather. The initial usage adder will be 4% and capped at 6%. This adder will only be applied during the customer's first year on the *FixedBill* program.

Standard Residential Tariff: The Company's RS-1, RST-1, RSL-1 and RSL-2 Rate Schedules, beginning Sheet Nos. 6.120, 6.140, 6.130, and 6.135, respectively.

Terms and Conditions:

1. The customer will enter into a Service Agreement with the Company that will specify the Monthly *FixedBill* Amount that the customer will be required to pay and, as applicable, all requirements associated with allowing control of customer owned assets.
2. The term of the Service Agreement will be for twelve (12) months. The Company will calculate a new Monthly *FixedBill* Amount for the following year, and notify the customer of the new contractual amount before the current 12-month *FixedBill* period expires. The customer will be automatically renewed at the new Monthly *FixedBill* Amount for the following year unless the customer notifies the Company of their intent to be removed from the *FixedBill* program.
3. Removal from the program:

A. Move from Current Residence.

If a participating customer moves from their current residence before the 12 month Service Agreement period expires, Applicable Removal Charges will apply.

B. Delinquent FixedBill Payments.

If a customer becomes delinquent in a *FixedBill* 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 *FixedBill* program and Applicable Removal Charges will apply.

C. Increased Actual Energy Usage Above Expected Usage (Excess Usage).

The Company reserves the right to terminate the customer's *FixedBill* program Service Agreement if the customer's total Actual Energy Usage in months three (3) through nine (9) of the contract year exceeds their Predicted Weather Adjusted Total kWh Usage by at least 30% for at least three months. If the customer is removed from the *FixedBill* 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.

D. Customer Voluntary Removal.

If a customer chooses to leave the *FixedBill* program prior to the end of the 12-month Service Agreement period, the customer will be removed from the *FixedBill* program and Applicable Removal Charges will apply. After the end of each Service Agreement period, eligible customers will automatically renew for the next *FixedBill* Service Agreement period unless the customer indicates their intention to return to the Standard Residential Tariff. If the Standard Residential Tariff election is made prior to the automatic renewal of the *FixedBill* Service Agreement, no Applicable Removal Charges will apply.

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE:



RATE SCHEDULE FCF-1
PUBLIC CHARGING FOR ELECTRIC VEHICLES

Availability:

Available throughout the entire territory where customers charge electric vehicles at certain DEF ("the Company") owned public electric vehicle (EV) fast charging stations ("the stations") where DEF provides charging service and direct billing to the station user.

Applicable:

To any person ("user") who accesses the stations.

Character of Service:

EV charging service will be available at the Company-owned stations, with output power of 50 kW or greater, installed at Company or Host locations. The stations will be accessible to the public for charging.

Limitation of Service:

The user must register an account with the Company's mobile application or network provider, including payment information, prior to charging the EV..

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service". In case of conflict between any provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rate schedule shall apply.

Rate Per Month:

Energy Charge: \$ 0.33 per kWh

Vehicle Idling Fee: \$ 1.00 per minute

Additional Charges:

<u>Gross Receipts Tax & Regulatory Assessment Fee Factor:</u>	<u>See Sheet No. 6.106</u>
<u>Right-of-Way Utilization Fee:</u>	<u>See Sheet No. 6.106</u>
<u>Municipal Tax:</u>	<u>See Sheet No. 6.106</u>
<u>Sales Tax:</u>	<u>See Sheet No. 6.106</u>

Terms of Payment:

Charging network fees as determined by the charging station network provider may apply at certain stations. The vehicle idling fee may apply following a ten-minute grace period at certain stations located in close proximity to highway corridors or other highly trafficked areas. The rates applicable to the specific station including the rate per kWh, taxes, and charging network provider and idling fees will be visible to the users via the app and/or display. Users will be notified when the charging session is complete via the display located at the charging dispenser and through the Company's mobile application and will have the ability to obtain a detailed receipt of the charge session.



PART I

DEFINITIONS AND CLASSIFICATIONS

1.01 Definitions:

The following definitions set forth standard interpretations of certain terms used in these Rules and Regulations:

- (1) Company: Duke Energy Florida, ~~LLC~~~~Inc.~~
- (2) Customer: The user of the Company's electric service.
- (3) Service: The supply by the Company of electricity to the Customer, including the readiness and availability of electrical energy at the Customer's Point of Delivery at the required voltage and frequency whether or not utilized by the Customer.
- (4) Service Drop: That portion of the Company's facilities, between the ~~established secondary source pole or underground cable~~ and the point of attachment at the service entrance, ~~which brings the service from the Company's supply lines to the Customer.~~
- (5) Service Entrance: Wires and enclosures owned by the Customer and connecting the Customer's installation to the service drop.
- (6) Customer's Installation: Wires, enclosures, switches, appliances and other apparatus, including the service entrance, forming the Customer's facilities utilizing service for any purpose on the Customer's side of the point of delivery.
- (7) Point of Delivery: The point of attachment where the Company's ~~facilities are service drop is~~ connected to ~~those of the Customer's~~ service entrance. ~~The point of delivery shall be determined by the Company. Generally, the point of delivery for residential customers is the meter. The points of delivery for Multi-Occupancy Buildings and townhouses are established in Section 11.~~ For underground service other than residential, the Customer's service entrance shall include conductors and raceway to a point designated by the Company generally the ~~secondary voltage source pad-mount transformer~~ closest to the building.
- (8) Connected Load: The total rated capacity in horsepower (H.P.) and/or kilowatts (kW), and/or kilovolt amperes (kVA), of all electric equipment, appliances, apparatus and other current consuming devices which are connected in and to the Customer's installation and which may utilize service.
- (9) Maximum Demand: Highest integrated reading of Customer's electrical power requirements measured in kilowatts during the interval of time specified in the Rate Schedules.
- ~~(10) Temporary Service: The supply of electricity by the Company to the Customer for construction purposes; or for fairs, displays, exhibits and similar services; and for other services which will be in use for less than a year.~~
- (104) Rate Schedules: The applicable schedules of rates and charges for service rendered which, from time to time, are on file with and approved by the Florida Public Service Commission having jurisdiction thereover, and under which service is rendered by the Company.

1.02 Service Classifications:

Service is classified for rate application purposes according to one of the following which best describes the Customer's electric service requirements:

- (1) Residential: Residential customers have the option of being served under one of the following rate schedules:
 - A. Residential Service (RS-1): Applicable to ~~residential~~ customers taking service exclusively for domestic purposes in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, ~~as well as a garage, a boat slip,~~ and other separate structures where they are occupied or used solely by the members or servants of such family or household for domestic purposes only.

(Continuing on Next Page)



Residential (Continued):

Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

- (a) 100% of the energy is used exclusively for the co-owner's 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 bill(s) for said service.

B. Residential Load Management (RSL-1): Applicable to customers eligible for residential service under Rate Schedule RS-1 who elect service under this rate schedule and who utilize any of the following electrical equipment:

- 1. Water Heater
- 2. Central Electric Heating System
- 3. Central Electric Cooling System
- 4. Swimming Pool Pump

C. Residential Time of Use (RST-1): Applicable at the option of the Customer, to residential customers otherwise eligible for service under Rate Schedule RS-1, provided that all of the electric load requirements on the Customer's premises are metered through one point of delivery.

- (2) General Service Non-Demand: Applicable to any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable.
- (3) General Service Demand: Applicable to any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable with a measured annual kWh consumption of 24,000 kWh or greater per year.
- (4) Lighting Service: Applicable to any customer for the sole purpose of lighting roadways or other outdoor land use areas; served from either Company or Customer owned fixtures of the type available under this rate schedule.
- (5) Interruptible General Service: Applicable to any customer, other than residential, for light and power purposes where service may be interrupted by the Company.
- (6) Curtailable General Service: Applicable to any customer, other than residential, for light and power purposes where the Customer agrees during a period of requested curtailment to curtail as a minimum the greater of: (a) 25 kW or (b) 25% of their average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection for twelve (12) months).
- (7) Standby and Supplemental Services: Applicable to any customer other than residential, having on-site generating equipment and requesting standby and/or supplemental services (firm, interruptible, curtailable). A customer requesting standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load, and (3) is operated for other than emergency and test purposes.
- (8) Temporary Service: Applicable to any customer for temporary service such as construction, fairs, displays, exhibits and similar temporary purposes for which service will be in use less than a year.

1.03 Rate Applications:

The Customer shall be billed in accordance with the regular rate schedule applicable to the Customer class for which service is rendered, or the Customer may elect to be billed under any optional rate schedule offering for the class, e.g. time of use. The Company will, upon request, advise any Customer as to the rate schedule most advantageous to their service requirements but does not assume responsibility for its selection in the event of changes in the Customer's requirements. All rate schedules are contained in Section No. VI of the Tariff and are available for inspection at any Company office. A Customer shall, upon request, be furnished a copy of the rate schedule applicable to his service.



PART II

AVAILABILITY AND ESTABLISHMENT OF SERVICE

2.01 Application for Service:

~~Service may be obtained upon application. Information may be obtained at the nearest Company office as to the availability of service at the location where it is desired, and application for such service should be made by the Customer at such office at the earliest possible time so that details for furnishing service may be determined.~~ Unless otherwise agreed in writing by the Company, and except as provided in Part III hereof, applications will be accepted only upon the condition that the Company shall be under no obligation to render service other than that character of service then available at the proposed Point of Delivery. Any such application or agreement shall be subject to all the provisions of these Rules and Regulations and of the Rate Schedules, and the terms and conditions thereof shall be binding upon the Company as well as upon the Customer. In order to ~~determine whether insure that~~ capacity is available in existing Company equipment to provide satisfactory service to the Customer, or whether the Company must install additional or modified equipment, load data must be submitted with the application for service. Load data should include the anticipated Connected Load and the anticipated Maximum Demand.

2.02 Service Available:

Technical specifications for type and location of service are provided in the "Requirements for Electric Service and Meter Installations" contained in the Appendix.

2.03 Temporary Service:

The Company will, where it has a source of supply readily available, furnish service for temporary installations as provided for in the Company's Rate Schedule TS-1.

2.04 Auxiliary Service:

Auxiliary service is electric service provided to customers in lieu of that which might otherwise be provided by customer-owned generation for which the customer is not otherwise required to take service under the Company's Standby Service tariff. Auxiliary service is available and will be supplied by the Company under the applicable rate schedule. Parallel interconnected operation of customer-owned generation equipment is permissible only if the customer has executed a standard interconnection agreement with the Company in accordance with the Company's filed contract forms. In the absence of an executed interconnection agreement for parallel operation, the customer's facilities shall be so installed and maintained as to prevent operation of his power sources in parallel with those of the Company.

2.05 Premium Distribution Service:

Upon request by a Customer, the Company will install facilities capable of providing automatic delivery transfer to an alternate distribution circuit in the event of an outage of the principal distribution circuit. The Customer shall pay a monthly amount for such facilities in accordance with the specified rate for additional equipment contained in the applicable general service rate schedule under which service is provided.

The Company will determine the alternate circuit for Premium Distribution Service on the basis of the most economic and feasible circuit deemed available by the Company. If the Customer is desirous of a particular alternate circuit other than that deemed by the Company, the Company will give consideration to such request but shall not be required to establish such desired circuit as the alternate circuit. Where construction is necessary to extend the selected alternate circuit to an interconnection point with service on the Customer's property, the Customer shall pay this cost fully as a Contribution-in-Aid-of-Construction to the Company.

The Customer shall also be subject to an additional Monthly Demand Charge for Premium Distribution Service as stated in the applicable general service rate schedule.



PART III

CONTRIBUTION IN AID OF CONSTRUCTION

3.01 Contribution in Aid of Construction for the Installation of New or Upgraded Facilities:

Where an extension to or upgrade of existing facilities at any voltage level (other than a service drop and/or meter) is required to provide service to a Customer, the Company shall calculate under the formulas set forth below whether a contribution in aid of construction (CIAC) is due from the Customer. A CIAC would be due from the Customer, prior to construction of the requested facilities (unless alternative acceptable payment arrangements are made), as a result of expected incremental revenues from the Customer, together with revenues from other prospective customers to be served from such extension or upgrade, not being sufficient to afford a fair and reasonable return on the cost of making such extension or upgrade. The Company shall use its best judgment in estimating the revenue portion of the formulas which shall be based on an annual period ending not more than five years after the extension or upgrade is placed in service. The Company will pay for the cost where justified, in the Company's opinion, by revenues to be secured; however, the Company may require monthly or annual guarantees, cash contributions in aid of construction, and/or advances for construction, when in the Company's opinion, the immediate or potential revenues do not justify the cost of extension. If the installation of facilities is justified based on the Customer's estimates for electric power but there is reasonable doubt as to level of use or length of use of such facilities, the Customer, when mutually agreeable with the Company, may contract for a minimum Demand or monthly payment sufficient to justify the Company's investment. If it is determined that the installation of facilities through an existing underground development is for the Company's benefit, the facilities shall be installed underground at the Company's expense. For all of the formulas below, the costs shall include cost of removal and salvage, if applicable. When performing the calculations required in these formulas, the Company may consider whether it is more cost-effective for the requested installation to be placed overhead or underground; if underground installation is more cost effective, then the Company shall be permitted to utilize the four (4) years expected incremental base energy revenue as a direct offset against the cost of the underground.

- (1) Overhead Extension or Upgrade: The following formula shall be used to determine the CIAC owed by the Customer. If the application of this formula results in a negative value for CIAC_{OH}, the CIAC_{OH} amount shall be set to zero.

~~For residential and general service non-demand customers, the CIAC shall be calculated as follows:~~

$$CIAC_{OH} = \frac{\text{Total Actual or estimated work order job cost of installing the facilities for new poles and conductors and appropriate fixtures required to provide service, excluding service drops and meters}}{\text{Four (4) years expected incremental base energy revenue plus (if applicable) four (4) years expected incremental base demand revenue}}$$

~~For general service demand customers, the CIAC shall be calculated as follows:~~

$$CIAC_{OH} = \frac{\text{Actual or estimated job cost for new poles and conductors and appropriate fixtures required to provide service, excluding service drops, and meters}}{\text{Four (4) years expected incremental base energy revenue plus Four (4) years expected incremental base demand revenue}}$$

- (2) (a) Residential Underground Extension or Upgrade: The following formula shall be used to determine the CIAC:

(Continued on Next Page)



$$\text{CIAC}_{\text{UG}} = \text{Estimated difference between the cost of providing the line extension or upgrade, including not only the line extension or upgrade itself but also the transformer, the service drop, and other necessary fixtures, with underground facilities vs. the cost of providing service using overhead facilities} + \text{CIAC}_{\text{OH}} \text{ (as above)}$$

For underground residential service, the charges set forth in Part XI, Underground Residential Distribution Policy, provide the portion of the above formula developing the estimated difference in cost using underground facilities vs. overhead facilities.

(Continued on Next Page)



(b) General Service Underground Extension or Upgrade: The following formula shall be used to determine the CIAC:

$$CIAC_{UG} = \begin{array}{l} \text{Estimated difference between} \\ \text{the cost of providing the line} \\ \text{extension or upgrade, including} \\ \text{not only the line extension or} \\ \text{upgrade itself but also the} \\ \text{transformer and other necessary} \\ \text{fixtures, excluding the service} \\ \text{drop, with underground facilities} \\ \text{vs. the cost of providing service} \\ \text{using overhead facilities} \end{array} + CIAC_{OH} \text{ (as above)}$$

The Company will designate the point of delivery and the Customer will provide the service entrance conductors and raceway from the Customer's service equipment to the point of delivery designated by the Company located wholly on the Customer's property at or near the building. For clarity, the Company does not install underground service for non-residential customers.

The actual or estimated costs applied to the formula in subsections (1) and (2) shall be consistent with the standards of the Company's approved Storm Protection Plan.

(3) Extension for Temporary Service: The Customer shall pay extension costs for temporary service in accordance with Rate Schedule TS-1.

(4) Extension for Street or Area Lighting Service: Service for street or area lighting is normally provided from existing distribution facilities. Where suitable distribution facilities do not exist, the following formula shall be used to determine the CIAC owed by the Customer. If the application of this formula results in a negative value for CIAC, the CIAC amount shall be set to zero.

$$CIAC = \begin{array}{l} \text{Actual or estimated job cost of} \\ \text{new facilities required to} \\ \text{provide service excluding} \\ \text{lighting facilities} \end{array} - \begin{array}{l} \text{Four (4) years expected incremental base} \\ \text{energy revenue} \end{array}$$

(5) CIAC True-Up:

Within 12 months of the in-service date of the new facility installation or upgrade, an initial end-use Customer that paid CIAC may make a one-time request, in writing, to true-up the CIAC charged by the Company. The Company will true-up CIAC paid to reflect actual construction costs and actual base revenues received at the time the true-up request is made. The revenue portion of the CIAC true-up will be calculated by annualizing the actual base energy and demand revenues received by the Company as of the date of the true-up request and multiplying by four to derive four years expected base revenues. Depending on the true-up results, the initial end-use customer requesting a true-up may be entitled to a refund or charged additional CIAC.

(6) CIAC Prorate:

Within a three year period from the in-service date of the installation of the new or upgraded facilities ("the initial facilities"), the Company will prorate the CIAC paid by the initial end-use customer for the facility installation or upgrade to serve that customer. Prorating will apply to only CIAC payments of \$1,500 and above. Customers requiring more than a meter and a service drop for service from the initial facilities (e.g. additional poles or transformers) will be excluded from the CIAC prorate. The initial end-use customer will be charged the full amount of CIAC in accordance with this Part III. Additional customers served by the initial facilities will each pay their prorata share of the CIAC paid by the initial customer. The prorata share will be calculated by first determining the total number of customers involved by adding one (1), representing the initial customer, to the number of additional customers identified by the Company that could be served by the initial facilities. Then each customer's prorata share will be one divided by the total number of customers involved. The Company will refund the prorated collections to the initial end-use customer.

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3.02 Route and Easement:

For new line extensions, upgrades or service drops, the Company shall select the most economical route, which may be a right of way or easement. Before the Company starts construction, the route chosen must be cleared of all trees, tree stumps and other obstructions by the ~~applicant~~Customer, at no charge to the Company and be suitable for Company use. The Company will use private property for any such extension or upgrade, once an easement suitable to the Company is granted by the owner of such private property to the Company, without cost, in accordance with the following provisions:

- (1) Private Property of Customer: Where more than one pole is located on a customer's property for the sole purpose of supplying service to such customer, an easement for all such poles and for any related facilities, including guys, overhead distribution circuits and overhang, must be furnished by the Customer. The entire length and width of the easement across the Customer's property must be cleared of trees, undergrowth, and other obstructions to access by the Company's vehicles and equipment, prior to installation of the service line by the Company.
- (2) Private Property of Third Party: Where, in order to provide service to a Customer, Company facilities are to cross over or be located upon private property not owned by such Customer, or where service to such Customer is to be provided from existing Company facilities so situated, an easement for all such facilities involved, including, but not limited to, poles, guys, overhead distribution circuits and overhang, if any, will be required to be obtained by the Customer prior to such facilities being installed by the Company.
- (3) Acquisition, Form and Cost: All such grants shall be obtained by the Customer upon the Company's standard form, properly executed by the grantor, and shall be made without cost to the Company.

3.03 Installation by Customer:

The Customer's installation shall, in its entirety, be installed and maintained in accordance with the requirements of local ordinances pertaining thereto, or of authorities having jurisdiction thereover, or in the absence of such local ordinances or authorities in accordance with the requirements of the National Electrical Safety Code as set forth in Handbook H-43 of the National Bureau of Standards in its present form, or as subsequently revised, amended or superseded; provided, however, that service to any customer over lines and facilities not owned by the Company shall be at the sole option of the Company. Customer installations shall be in accordance with the following provisions:

- (1) Inspection by Authorities: The Company recommends that all wiring installations be inspected and approved by an authorized electrical inspector if available; and, where such inspection is required by local ordinance or authority, the Company cannot render service until such inspection has been made and formal notice from the inspecting authority of its approval has been received by the Company.
- (2) Inspection by Company: The Company reserves the right to inspect Customer's installation prior to rendering service, and from time to time thereafter; but the Company assumes no responsibility whatsoever for the Customer's installation as a result of any such inspection, and will not be responsible in any way for any defect in Customer's installation, or any part thereof, or for any damage which may result from any such defect.

3.04 Special Service Requirements:

The Company designs and installs its service facilities in accordance with the "Requirements for Electric Service and Meter Installations" contained in the Appendix. Where the Customer requests a more costly service arrangement, such as a remote point of delivery, excess transformer capacity, or any other special requirements, or high demand equipment, such as tankless water heaters, kilns, welders etc., ~~The~~ Company will provide such service if feasible and the Customer shall pay the cost in excess of the estimated cost of the standard design.

3.05 Relocation, Removal, or Modification of Existing Facilities:

When, in the judgment of the Company a change in the use or layout of the Customer's premises makes the relocation, removal, or modification, but not an upgrade of the Company's existing facilities necessary, or when such relocation, removal, or modification is requested by the Customer and is consistent with sound utility practices, the Company will relocate, remove, or modify such facilities in a manner acceptable to the Company. The Customer shall ~~pay the Company~~ for all cost associated with any such relocation, removal, or modification based on an invoice prepared by the Company in accordance with standard estimation procedures, unless the removed facilities are unused and at the end of their useful life, as determined by the Company in its sole discretion. and if the relocation, removal, or modification is made at the Customer's request, such payment shall be made in advance. If a requested relocation, removal, or modification involves the conversion of an existing residential overhead service to an underground service lateral, the charges and provisions of Section 11.05 of these Rules shall apply.



PART VII
GUARANTEE DEPOSITS

7.01 Deposit Requirement:

In order to guarantee payment for service rendered, the Customer shall provide the Company with a cash deposit or other acceptable guarantee such as a surety bond, letter of credit, or guarantee letter. For residential customers, the guarantor must be a customer of the Company with a satisfactory payment record. For non-residential customers, the guarantor needs not be a customer of the Company, but must be a bank, or insurance company, or other institution with proven financial capability to furnish such a guarantee. Deposits for existing accounts and new service requests will be calculated in the manner set forth in section 366.05(1)(c)1. & 2., Florida Statutes (2015) (as may be amended from time to time), respectively. Deposits will be recalculated at least on an annual basis. A deposit requirement may be waived for customers who have previously established a satisfactory payment record with the Company (including its affiliated regulated utilities) or meet the Company's requirements for the establishment of credit.

7.02 Refund of Deposit:

After a customer has had continuous service for a period of twenty-three (23) months and established a satisfactory payment record, the Company will refund a residential customer's deposit and at its option either refund or commence applying a higher rate of interest on a non-residential customer's deposit as provided for in Section 25-6.097(5) of the Florida Public Service Commission Rules. A customer is considered to have established a satisfactory payment record, if over the preceding twelve (12) months of service, the customer has not had a disconnection of service for non-payment of bill, ~~made payment with a dishonored check,~~ had more than three (3) final notices~~one (1) late payment notice~~, tampered with the electric meter, or used service in a fraudulent or unauthorized manner. Any deposit, plus accrued interest, being held by the Company upon termination of service will be credited to the Customer's final bill and any remaining balance refunded.

7.03 New or Additional Deposit:

The Company may require upon written notice to the Customer of not less than thirty (30) days a deposit on an existing account in order to secure payment of bills.

7.04 Interest on Deposit:

Interest will accrue on deposit amounts in existence for a continuous period of six (6) months or longer at the minimum rate provided for in Section 25-6.097(5) of the Florida Public Service Commission Rules. Accrued interest will be paid annually either as a credit on the Customer's ~~June~~ bill or as a payment upon refund of deposit, or upon final settlement of Customer's account.



PART VIII

BILLING

8.01 Billing Period:

A bill for service will be rendered on a regular monthly cycle as scheduled by the Company. A normal billing month is an interval between scheduled meter reading dates and is approximately thirty (30) days.

8.02 Prorated Monthly Bills:

A normal monthly bill will be prorated (based on actual number of days vs. thirty (30)) if the meter reading date is advanced or postponed more than five (5) days from the scheduled read date.

All other types of bills (including initial, final, or reroute) will be prorated if they cover more or less than a regular monthly billing period (including the five-(5) day reading range). If the billing period is extended more than five (5) days, the Company will not apply the higher tiered rate if the Customer's higher usage is solely attributable to the extended billing period.

8.03 Measurement and Evidence of Consumption:

Power and energy shall be measured for each point of delivery by one meter for each type of service rendered; and the Company's readings and records thereof shall be accepted and received, at all times and places as prima facie evidence of the quantity of electricity used by the Customer at the point of delivery.

- (1) **Conjunctive Billing:** The Company does not permit conjunctive billing. Each point of delivery to the same customer constitutes a separate service, and bills for two (2) or more points of delivery to the same customer shall be calculated separately for each point of delivery; however, where more than one (1) meter is used to measure the same type of service, although only one point of delivery is involved, each such meter shall be calculated and billed separately, as though it were a separate service, until such time as the Customer rearranges his facilities to take all of the same type of service through a single meter.
- (2) **Unread Meters:** When the Company is unable to read a meter due to circumstances beyond the control of the Company, such as inaccessibility of meters because of flood or stormy conditions, the Company may render a minimum or estimated bill.

8.04 Delinquent Bills:

Bills are due when rendered and become delinquent if not paid within twenty (20) days after the date of mailing or delivery. A late payment charge will be applied to accounts that have past due balances, in accordance with the Company's Rate Schedule SC-1. Non-receipt of bills by customer shall not release or diminish the obligation of the Customer with respect to payment thereof on time.

8.05 Vacating or Change of Occupancy:

When a customer vacates a premise served by the Company, or when a change of occupancy therein takes place, the outgoing customer shall notify ~~the nearest office of~~ the Company not less than three (3) days prior to the date of vacating or change, as the case may be; and the outgoing customer shall be held responsible for all electric service used on such premises until such notice is received and service is disconnected, or until application for service at said location has been made by a new customer and accepted by the Company, whichever first occurs.

8.06 Service Charges:

Service Charges shall be made for each establishment or re-establishment of service, and for each returned check, in accordance with the Company's Rate Schedule SC-1.

8.07 Adjustment of Bills:

Adjustment of bills shall be made in accordance with regulations of the Florida Public Service Commission.

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PART VIII**BILLING
(Continued)****8.08 Net Metering for Customer-Owned Renewable Generation:**

For customers with renewable generation ~~equipment~~ that have executed an interconnection agreement with the Company whose customer-owned renewable generation is eligible for net metering, where the purpose is to offset a customer's usage, not purposefully create excess energy by installing renewable generation larger than needed to offset usage and as further-as defined by FPSC rule 25-6.065, monthly billing will be prepared in the following manner:

- (1) At no additional cost to the customer, metering equipment will be installed by the Company capable of measuring the difference between the electricity supplied to the customer from the Company and the renewable electricity generated by the customer and delivered to the Company's electric grid.
- (2) Meter readings will be taken monthly on the same cycle as required under the otherwise applicable rate schedule in accordance with normal billing practices.
- (3) The Company will charge the customer for energy used by the customer in excess of the generation supplied by customer-owned renewable generation for the entire billing cycle in accordance with the otherwise applicable rate schedule.
- (4) During any billing cycle, excess customer-owned renewable generation delivered to the Company's electric grid will be credited to the customer's energy consumption for the next month's billing cycle.
- (5) Regardless of whether excess renewable energy is delivered to the Company's electric grid, the customer will be required to pay the greater of
 - i. the minimum charge as stated in their otherwise applicable rate schedule, or
 - ii. the applicable monthly customer charge plus the applicable demand charge for the monthly maximum 30-minute demand measured on the company's usage meter during the billing period in accordance with the otherwise applicable rate schedule
- (6) For customers whose otherwise applicable rate schedule is a time of use (TOU) rate, the generation supplied by customer-owned renewable generation to the Company will be measured by the distinct TOU periods of that rate schedule and offset customer usage in the current month or subsequent periods using the distinct TOU periods of that rate schedule.
- (7) Energy credits produced pursuant to section 4 above will accumulate and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. After the end of each calendar year, the Company will credit the customer (on the February bill) for any unused energy credits at an average annual rate based on the COG-1, as-available energy tariff.
- (8) Excess ~~renewable generation by the customer of record energy consumption~~ will be applied only to the service provided at the location of the customer's renewable generation system and will not be applied to other locations or services at the same location that the customer may take from the Company.
- (9) When a customer leaves the Company's system, unused credits for excess renewable kWh generated will be credited to the customer at an average annual rate based on the COG-1, as-available energy tariff.
- (10) The customer may, at their sole discretion, choose to take service under the Company's standby or supplemental service rate, if available. When a customer elects to take service under a standby or supplemental tariff, any excess ~~renewable generation-consumption~~ credited from prior periods in accordance with provision number 4 above, will be considered supplemental energy for billing purposes.

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PART VIII
BILLING
(Continued)

8.09 Budget Billing ~~Plan Program~~ (Optional):

Residential

A customer may elect to be billed for service hereunder by an alternative-billing ~~plan program~~ called the "Budget Billing ~~Plan Program~~." ~~The Budget Billing Program provides the customer the choice between two options: This billing plan provides for payments on an averaged monthly installment basis rather than payments on an actual monthly usage basis.~~

1. ~~Quarterly Budget Billing Program – The Quarterly Budget Billing Program provides for the Company to bill the customer, commencing with the next full month's bill and for the next two successive months, an amount equal to one-twelfth (1/12) of the cost for all electric service, excluding billings for Rate Schedule LS-1, rendered at the premises during the immediately preceding twelve-month period while factoring in any previously accumulated credit or balance under the customer's respective rate schedule.~~

~~An updated amount to be billed for each of the next three consecutive months shall be calculated to be the amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the then immediately preceding twelve-month period under the customer's respective rate schedule.~~

~~The customer's bill for each month of subsequent quarterly periods shall be similarly calculated. At the end of the initial 12-month period that the customer's election is in effect, and at the end of each twelve-month period thereafter that the customer's election is in effect, the Company will determine the difference between the cost for actual electric services rendered at the premises under the customer's respective rate schedule and the amounts billed through the budget billing program for those twelve months, and the Company shall add or subtract, as appropriate, one-twelfth (1/12) of that difference to each of the next twelve bills to be sent to the customer.~~

~~If at any time it is apparent that the customer's expected use of services has been over or underestimated, the Company shall have the right to revise the estimate and modify the succeeding billings accordingly. When the billings have been re-estimated, the Company will advise the customer of the revised amount to be paid.~~

2. ~~Annual Budget Billing Program – This budget billing program provides for the Company to bill the customer, commencing with the next full month's bill and for the next ten (10) successive months, an amount equal to one-twelfth (1/12) of the estimated cost for all electric service, excluding billings for Rate Schedule LS-1, rendered at the premises during the next twelve-month period while factoring in any previously accumulated credit or balance under the customer's respective rate schedule.~~

~~During the first eleven months the cost of each month's service calculated under the customer's respective rate schedule will be charged to the customer's account, and all payments made by the customer will be credited to this amount. The bill rendered on the twelfth month will include the adjustment for the difference between the actual billing for the first eleven months and the payments made by the customer during the same period.~~

~~If at any time during the first eleven months it is apparent that the customer's expected use of service has been over or under estimated, the Company shall have the right to revise the estimate and modify the succeeding monthly billings accordingly. When the monthly payments have been re-estimated, the Company will advise the customer of the revised amount to be paid.~~

~~Under the Budget Billing Plan, the monthly billing is determined as follows:~~

1. ~~The Annual Base Amount is calculated using the most recent twelve (12) months' billings for the premise and then averaged and rounded to the nearest whole dollar (Monthly Budget Billing Amount). If the customer has not resided at the premise for twelve (12) months, the Annual Base Amount will be determined by the customer's available monthly billings plus the previous occupant's billings. If the premise is new, a twelve (12) month estimated billing would be used.~~

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~~2. The Monthly Budget Billing Amount is recalculated every third 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).~~

$$\text{Monthly Budget Billing Amount} = \frac{\text{12 Month Summation Actual or Est. Annual Base}}{12} + \text{Deferred Balance}$$

~~— If the difference between the newly calculated Monthly Budget Billing Amount and the current Monthly Budget Billing Amount is greater than \$5 or 10%, then the Monthly Billing Amount will be re-established at the newly calculated amount (rounded to the nearest whole dollar).~~

~~1. 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 next bill (if a credit balance) or direct payment to the Company (if a debit balance).~~

A customer electing to enroll in the Budget Billing Program without prior usage history at the service location, a calculation based upon the characteristics of the premise. A customer may request termination of the Budget Billing Plan Program at any time. The Company may terminate application of the Plan to any Customer whose balance due becomes sixty (60) days delinquent. Upon termination of the Plan or disconnection of service, the Customer must settle the account in full. Once the Customer has terminated, he or she may not rejoin the plan for twelve (12) months. If the customer misses two consecutive monthly Budget Billing Program installments, they will be removed from the program. At removal, the deferred (or accumulated) balance/credit will become due/credited to the next invoice which may also reflect any applicable late payment charges and/or disconnection notice in accordance with standard procedures.

Non-residential

Any GS-1 or GSD-1 Customer who has

- ~~• no delinquent balances;~~
- ~~• has been at the same location for 12 consecutive months with the Company;~~
- ~~• not had more than one (1) late payment notice during the preceding 12 months;~~
- ~~• not made a payment with a dishonored check during the preceding 12 months;~~
- ~~• not had a disconnection of service for nonpayment of bill during preceding 12 months;~~
- ~~• the total required deposit; and~~
- ~~• met the Company's requirements for the establishment of credit~~

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PART VIII
BILLING
(Continued)

Non-residential

Any GS-1 or GSD-1 Customer who has no delinquent balances is eligible to participate in the Budget Billing Program described below for GS-1 and GSD-1 rate billings, excluding billings for Rate Schedule LS-1. However, GS-1 or GSD-1 Customers that participate in the following will not be eligible to participate in this Budget Billing Program: Automatic Landlord revert to Owner contracts; Shared Solar; Net Metering; Unmetered Service; Premier Power Service; Summary/Collective Billing. The Budget Billing Program provides the customer the choice between two options:

1. Quarterly Budget Billing Program – The Quarterly Budget Billing Program provides for the Company to bill the customer, commencing with the next full month’s bill and for the next two successive months, an amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the immediately preceding twelve-month period while factoring in any previously accumulated credit or balance under the customer’s respective rate schedule.

An updated amount to be billed for each of the next three consecutive months shall be calculated to be the amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the then immediately preceding twelve-month period under the customer’s respective rate schedule.

The customer’s bill for each month of subsequent quarterly periods shall be similarly calculated. At the end of the initial 12-month period that the customer’s election is in effect, and at the end of each twelve-month period thereafter that the customer’s election is in effect, the Company will determine the difference between the cost for actual electric services rendered at the premises under the customer’s respective rate schedule and the amounts billed through the budget billing program for those twelve months, and the Company shall add or subtract, as appropriate, one-twelfth (1/12) of that difference to each of the next twelve bills to be sent to the customer.

If at any time it is apparent that the customer’s expected use of services has been over or underestimated, the Company shall have the right to revise the estimate and modify the succeeding billings accordingly. When the billings have been re-estimated, the Company will advise the customer of the revised amount to be paid.

2. Annual Budget Billing Program – This budget billing program provides for the Company to bill the customer, commencing with the next full month’s bill and for the next ten (10) successive months, an amount equal to one-twelfth (1/12) of the estimated cost for all electric service rendered at the premises during the next twelve-month period while factoring in any previously accumulated credit or balance under the customer’s respective rate schedule.

During the first eleven months the cost of each month’s service calculated under the customer’s respective rate schedule will be charged to the customer’s account, and all payments made by the customer will be credited to this amount. The bill rendered on the twelfth month will include the adjustment for the difference between the actual billing for the first eleven months and the payments made by the customer during the same period.

If at any time during the first eleven months it is apparent that the customer’s expected use of service has been over or under-estimated, the Company shall have the right to revise the estimate and modify the succeeding monthly billings accordingly. When the monthly payments have been re-estimated, the Company will advise the customer of the revised amount to be paid.

is eligible to participate in the Budget Billing Plan described below for GS-1 and GSD-1 rate billings. However, GS-1 or GSD-1 Customers that participate in the Premier Power Service Rider and/or Summary Billing will not be eligible to participate in this Budget Billing Plan. A customer electing to enroll in the Budget Billing Program without prior usage history at the service location, a calculation based upon the characteristics of the premise and will default to the quarterly Budget Billing Program option to help establish accurate payment estimation. A Customer may terminate participation in the Budget Billing Plan Program at any time, and may be terminated from the Budget Billing Plan by Duke Energy Florida, LLC 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. If the customer misses two consecutive monthly Budget Billing Program installments, they will be removed from the program. At removal, the deferred (or accumulated) balance/credit will become due/credited to the next invoice which may also reflect any applicable late payment charges and/or disconnection notice in accordance with standard procedures.~~

~~This billing plan provides for payments on an averaged monthly installment basis rather than payments on an actual monthly usage basis.~~

~~Under the Budget Billing Plan, the monthly billing is determined as follows:~~

- ~~1. The Annual Base Amount is calculated using the most recent twelve (12) months' billings for the premise and then averaged and rounded to the nearest whole dollar (Monthly Budget Billing Amount).~~
- ~~2. The Monthly Budget Billing Amount is recalculated every third 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).~~

$$\begin{array}{rcl}
 \text{Monthly Budget Billing Amount} & = & \frac{\text{12 Month Summation Actual or Est. Annual Base} + \text{Deferred Balance}}{12}
 \end{array}$$

- ~~— If the difference between the newly calculated Monthly Budget Billing Amount and the current Monthly Budget Billing Amount is greater than 10% then the Monthly Billing Amount will be re-established at the newly calculated amount (rounded to the nearest whole dollar).~~
- ~~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 next bill (if a credit balance) or direct payment to the Company (if a debit balance).~~

~~A customer may request termination of the Budget Billing Plan at any time. The Company may terminate application of the Plan to any Customer whose balance due becomes fourteen (14) calendar days delinquent. Termination of any one account for delinquency may subject all other Customer's participating accounts to termination of the plan. Upon termination of the Plan or disconnection of service, the Customer must settle the account in full. Once the Customer has terminated, he or she may not rejoin the plan for twelve (12) months.~~

PART X**DISCONTINUANCE AND WITHHOLDING OF SERVICE****10.01 Grounds for Discontinuance or Withholding of Service:**

The Company may refuse or discontinue service to a customer under any of the conditions provided for under Section 25-6.105 of the Rules of the Florida Public Service Commission. The Company may also refuse or discontinue service for the following reasons:

- (1) For actions or threats made by a Customer, or anyone on the Customer's premises, which are reasonably perceived by a Company employee as violent or unsafe, after affording the Customer reasonable opportunity to cease from any further act of violence or unsafe condition. However, where the Company believes a dangerous condition exists on the Customer's premises, service may be discontinued without notice.
- (2) For residential customers, the Company may withhold service if the Customer fails to provide a form of identification acceptable to the Company, including but not limited to a valid social security number, tax identification number, or driver's license.
- (3) For service requested by firms, partnerships, associations, corporations, etc., the Company may withhold service if the Customer fails to provide proof that a duly authorized person is making the application for service and/or if the Customer is not registered with a governmental agency as licensed to do business in Florida.

10.02 Notice of Discontinuance:

The Company will give the Customer as much written notice of discontinuance of service as may be reasonably practical.

10.03 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 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 once every twelve (12) months.

The Company shall provide Medically Essential Service Customers with a limited extension of time, not to exceed thirty (30) days, beyond the date service would normally be subject to disconnection for non-payment of bills (following the requisite notice pursuant to Rule 25-6.105(5) of the Florida Administrative Code). The Company shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension. The Medically Essential Service Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for service provided by the Company and for which payment is past due, or to make other arrangements for meeting the medically essential needs.

No later than 12 noon one (1) day prior to the scheduled disconnection of service of a Medically Essential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other adult resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4:00 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 Service Customer, the customer shall remain solely responsible for any backup equipment and/or power supply and a planned course of action in the event of 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 as expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operations of the Company.



10.04 Liability for Discontinuance:

Whenever the Company shall have the right to discontinue service to a customer, such right may be exercised without any liability for loss, damage, or injury resulting directly or indirectly from lack of electric service; and the Company shall be under no obligation or duty to ascertain whether such discontinuance would be likely to result in any such loss, damage, or injury.

10.05 Reconnection:

Service may be reconnected after those conditions which caused service to be discontinued have been corrected. A service charge may be applicable as provided for under Rate Schedule SC-1.

10.06 Customer's Deposit:

Where valid conditions exist, service may be discontinued whether or not the amount of the Customer's deposit is sufficient to cover the Customer's bill; and, where said deposit has been applied toward the settlement of such bill, service will not be reconnected until a satisfactory deposit is restored.

~~**10.04 Liability for Discontinuance:**~~

~~Whenever the Company shall have the right to discontinue service to a customer, such right may be exercised without any liability for loss, damage, or injury resulting directly or indirectly from lack of electric service; and the Company shall be under no obligation or duty to ascertain whether such discontinuance would be likely to result in any such loss, damage, or injury.~~

~~**10.05 Reconnection:**~~

~~Service may be reconnected after those conditions which caused service to be discontinued have been corrected. A service charge may be applicable as provided for under Rate Schedule SC-1.~~

~~**10.06 Customer's Deposit:**~~

~~Where valid conditions exist, service may be discontinued whether or not the amount of the Customer's deposit is sufficient to cover the Customer's bill; and, where said deposit has been applied toward the settlement of such bill, service will not be reconnected until a satisfactory deposit is restored.~~

**PART XI
UNDERGROUND RESIDENTIAL DISTRIBUTION POLICY**

11.01 Definitions:

The following words and terms used under this policy shall have the meaning indicated:

- (1) Applicant: Any person, partnership, association, corporation, or governmental agency controlling or responsible for the development of a new subdivision or dwelling unit and applying for the construction of underground electric facilities.
- (2) Building: Any structure, ~~within subdivision and excluding a Townhouse~~, designed for residential occupancy and containing less than five (5) individual dwelling units.
- (3) Commission: Florida Public Service Commission.
- (4) Company: Duke Energy Florida, LLC.
- (5) Customer Provided and Installed Conduit: Schedule 40 PVC grey electrical grade conduit, purchased by the customer on the open market and installed meeting ~~Company~~Duke Energy guidelines. Diameter is to be specified by ~~Company~~Duke Energy based upon the type of conductor.
- (6) Direct Burial: A type of construction involving the placing of conductors in the ground without the benefit of conduit or ducts. Other facilities, such as transformers, may be above ground.
- (7) Distribution System: Electric service facilities consisting of primary and secondary conductors, service laterals, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.
- (8) Feeder Main: A three-phase primary installation which serves as a source for primary laterals and loops through suitable overcurrent devices.
- ~~(9)~~ Final Grade: The ultimate elevation of the ground, paved or unpaved, which will prevail in a subdivision or tract of land including drainage ditches and or swales.
- ~~(109)~~ Mainline: Portions of the subdivision including primary and secondary voltage conductors but excluding services running to a dwelling.
- ~~(110)~~ Mobile Home (Trailer): A non-self propelled vehicle or conveyance, permanently equipped to travel upon the public highways, that is used either temporarily or permanently as a residence or living quarters.
- ~~(124)~~ Multiple-Occupancy Building: A structure erected and framed of component structural parts and designed to contain five (5) or more individual dwelling units.
- ~~(132)~~ Point of Delivery: The point where the Company's ~~facilities~~wires or apparatus are connected to those of the Customer's service entrance. The point of delivery shall be determined by the Company.
- ~~(143)~~ Primary Lateral: That part of the electric distribution system whose function is to conduct electricity at the primary level from the feeder main to the transformers serving the secondary street mains. It usually consists of a single-phase conductor or insulated cable, together with necessary accessory equipment for supporting, terminating and disconnecting from the primary mains by a fusible element.
- ~~(154)~~ Service Lateral: The underground service conductors between the street or rear property main, including any risers at a pole or other structure or from transformers, and the first point of connection to the service entrance conductors in a terminal or meter box on the exterior building wall.
- ~~(165)~~ Subdivision: The tract of land which is divided into five (5) or more building lots or upon which five (5) or more separate dwelling units are to be located, or the land on which is to be constructed new multiple-occupancy buildings.

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~~(176) Townhouse: A one (1) family dwelling unit of a group of three (3) or more such units separated only by firewalls. Each townhouse unit shall be constructed upon a separate lot and serviced with separate utilities and shall otherwise be independent of one another.~~

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11.01 Definitions (continued):

(17) Townhouse: A one (1)-family dwelling unit of a group of three (3) or more such units separated only by firewalls. Each townhouse unit shall be constructed upon a separate lot and serviced with separate utilities and shall otherwise be independent of one another.

11.02 GENERAL:

(1) Application:

Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these Rules and Regulations for:

- a) Residential Subdivision and Developments (Part 11.03)
- b) New Service Laterals from Overhead Systems (Part 11.04)
- c) Replacement of Existing Overhead Service (Part 11.05)
- d) Multiple-Occupancy Residential Buildings (Part 11.06)

(2) Early Notification and Coordination:

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. Close coordination is necessary throughout the planning and construction stages by the Company, the architect, the builder, the subcontractors, and the consulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various sub-grade installations of the several utilities.

(3) Changes to Plans, Layout, or Grade:

The Applicant shall pay for any additional costs ~~imposed~~~~incurred on by~~ the Company by Applicant including, but not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to the agreement by the Applicant in the subdivision or development layout or final grade. ~~as originally agreed upon between the Applicant and Company.~~

(4) Underground Installation Not Covered:

Where the Applicant requests or governmental ordinance mandates underground electric facilities for residential subdivisions not falling within the dwelling units per acre density limitation as specified in Part 11.03(2)(a) or for residential developments of less than five (5) building lots and where overhead facilities would otherwise be provided, the Applicant shall pay the Company the estimated differential cost between the underground facilities and the suitable overhead facilities as determined by using the Company's current standard estimating data. The Applicant shall also provide necessary rights of way and easements as given in Section 11.02(7).

(5) Type of System Provided:

The costs quoted in these Rules are for underground residential distribution facilities of standard Company design with ~~direct-buried cable and~~ above-grade appurtenances. Unless otherwise stated, service provided will be 120/240-volt single phase. If other types of facilities are requested by the Applicant or required by governmental authority, the Applicant will pay the additional costs, if any.

(6) Ownership:

The Company will 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.

(7) Rights of Way and Easements:

(a) General Requirements: The Company shall construct, own, operate, and maintain distribution lines within the Applicant's subdivision only along easements, public streets, roads and highways which the Company has the legal right to occupy, and on public lands and private property across which rights of way and easements satisfactory to the Company may be obtained without cost or condemnation to the Company.

~~(b) Scheduling, Clearing, and Grading: Rights of way and easements suitable to the Company must be furnished by the Applicant in a reasonable time to meet service~~

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~~requirements and must be cleared of trees, tree stumps, paving and other obstructions, staked to show property lines and final grade, and must be graded to within six (6) inches of final grade by the Applicant before the Company will commence construction, all at no charge to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer locations.~~

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(7) Rights of Way and Easements (Continued):

- (c) Scheduling, Clearing, and Grading: Rights of way and easements suitable to the Company must be furnished by the Applicant in a reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstructions, staked to show property lines and final grade, and must be graded to within six (6) inches of final grade by the Applicant before the Company will commence construction, all at no charge to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer locations. ~~Public Rights of Way: Where underground distribution facilities are located in dedicated road or street right-of-way, no easement is required.~~
- (d) Recorded Public Easements: Where underground distribution facilities are located on private property, wholly within an area covered by a recorded subdivision utility easement, namely a reservation, and recorded plat of an easement for public utility purposes, no other easement is required.
- (e) Service Laterals: Where underground service conductors are located on private property and portions not covered by recorded subdivision utility easement are wholly within the private property they service no easement is required.
- (f) Other Locations: Where underground distribution facilities are located on private property other than as described in Part 11.02(7)(a) or 11.02(7)(e), easements are required and shall be prepared as outlined in instructions prepared by the Real Estate Department.
- (g) Blanket Easements: Where underground primary and secondary distribution facilities for service to a mobile home park or a multiple occupancy project are located on a tract of land having one ownership and the easement area cannot be described without a detailed survey, a blanket easement covering the entire premises may be utilized at the discretion of the Division Engineer.

(8) Damage to Company's Equipment:

The Applicant shall be responsible to ensure that the Company's distribution system, once installed, is not damaged, destroyed, or otherwise disturbed during the construction of the project. This responsibility shall extend not only to those in ~~his~~Applicant's employ, but also to Applicant's~~his~~ subcontractors, and ~~he~~Applicant shall be responsible for the full cost of repairing such damage.

(9) Charges:

The Company shall not be obligated to install any facilities within a subdivision until satisfactory arrangements for the payment of applicable charges, if any, have been completed.

(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.

11.03 UNDERGROUND DISTRIBUTION FACILITIES FOR RESIDENTIAL SUBDIVISIONS AND DEVELOPMENTS.

(1) Availability:

When requested by the Applicant, the Company will provide underground electric distribution facilities in accordance with its standard practices in:

- (a) recognized residential subdivisions of five or more building lots;
- (b) tracts of land upon which five or more separate dwelling units are to be located;
- (c) tracts of land upon which new multiple-occupancy buildings are to be constructed.

For building containing five or more dwelling units, see Part 11.06 of these Rules.

(Continued on Next Page)



(2) Contribution by Applicant (continued):

(c) Credits (not to exceed the "average differential costs" stated in Section 11.03 above) will be allowed where, by mutual agreement, the Applicant provides trenching and backfilling for the use of the Company's facilities in lieu of a portion of the cash payment described above. These credits, based on the Company's design drawings, are:

Primary and/or Secondary Systems, for each Foot of Trench.....	\$3.35
Service Laterals, for each Foot of Trench.....	\$3.35

(3) Point of Delivery:

The point of delivery shall be determined by the Company and will be on the front half of the side of the building that is nearest the point at which the underground secondary electric supply is available to the property. The Company will not install a service on the opposite side of the building where the underground secondary electric supply is available to the property. The point of delivery will only be allowed on the rear of the building by special exception. The Applicant shall pay the estimated full cost of service lateral length required in excess of that which would have been needed to reach the Company's designated point of service.

(4) Location of Meter and Socket:

The Applicant shall install a meter socket at the point designated by the Company in accordance with the Company's specifications. Every effort shall be made to locate the meter socket in unobstructed areas in order that the meter can be read without going through fences, etc.

(5) Development of Subdivisions:

The above charges are based on reasonably full use of the land being developed. Where the Company is required to construct underground electric facilities through a section or sections of the subdivision or development where service will not be required for at least two (2) years, the Company may require a deposit from the Applicant before construction is commenced. This deposit, to guarantee performance, will be based on the estimated total cost of such facilities rather than the differential cost. The amount of the deposit, without interest, in excess of any charges for underground service will be returned to the Applicant on a prorata basis at quarterly intervals on the basis of installations to new customers. Any portion of such deposit remaining unrefunded, after five (5) years from the date the Company is first ready to render service from the extension, will be retained by the ~~e~~Company.

(6) Relocation or Removal of Existing Facilities:

If the Company is required to relocate or remove existing overhead and/or underground distribution facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant. These costs shall include costs of relocation or removal, the in-place value (less salvage) of the facilities so removed, and any additional costs due to existing landscaping, pavement or unusual conditions.

(7) Other Provisions:

If soil compaction is required by the Governmental or permitting agency Applicant at in right of way locations where Company trenching is done, an additional charge may be added to the charges set forth in this tariff. The charge will be estimated based on the Governmental or permitting agency's Applicant's compaction specifications. The Company will not provide trench line soil compaction for the Applicant.

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11.04 UNDERGROUND SERVICE LATERALS FROM EXISTING SECONDARY ELECTRIC DISTRIBUTION SYSTEMS.

(1) New Underground Service Laterals:

When requested by the Applicant, the Company will install underground service laterals from overhead systems to newly constructed residential buildings containing less than five (5) separate dwelling units.

(2) Contribution by Applicant:

~~(a)~~ The Applicant shall pay the Company the following average differential cost between an ~~overhead existing secondary~~ service ~~lateral~~ and an underground service lateral:

For Service Lateral up to 80 feet Duke Supplied and Installed Conduit\$641.00

For Service Lateral up to 80 feet Customer Supplied and Installed Conduit.....\$339.00

For each foot over 80 feet up to 300 feet Duke Supplied and Installed Conduit\$0.00 per foot

For each foot over 80 feet up to 300 feet Customer Supplied and Installed Conduit.....\$0.00 per foot

Service laterals in excess of 300 feet shall be based on a specific cost estimate.

~~(b) Credits will be allowed where, by mutual agreement, the Applicant provides trenching and backfilling in accordance with the Company specifications and for the use of the Company facilities, in lieu of a portion of the cash payment described above. These credits, based on the Company's design drawings, are as follows:~~

~~For each Foot of Trench — \$3.35~~

The provisions of Paragraphs 11.03(3) and 11.03(4) are also applicable.

11.05 UNDERGROUND SERVICE LATERALS REPLACING EXISTING RESIDENTIAL OVERHEAD SERVICES:

Applicability:

When requested by the Applicant, the Company will install underground service laterals from existing overhead lines as replacements for existing overhead services to existing residential buildings containing less than five (5) separate dwelling units.

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.

Trenching:

The Applicant shall also provide, at no cost to the Company, a suitable trench or installed conduit and perform the backfilling and any landscaping, pavement, or other suitable repairs. If the Applicant requests the Company to supply the trench or remove any additional equipment other than the Service Lateral, the charge to the Applicant for this work shall be based on a specific cost estimate.

Contribution by Applicant:

The charge excluding trenching costs shall be as follows:

For Service Lateral\$1,762.00 per service

The Applicant may elect to provide and install conduit meeting current ~~Company Duke Energy~~ construction specifications at no cost to ~~the Company Duke Energy~~ in lieu of an open trench. The charge shall be as follows:

For Service Lateral\$1,522.00 per service

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11.06 UNDERGROUND DISTRIBUTION FACILITIES TO MULTIPLE-OCCUPANCY RESIDENTIAL BUILDINGS:

(1) Availability:

Underground electric distribution facilities may be installed within the tract of land upon which multiple-occupancy residential buildings ~~containing five (5) or more separate dwelling units~~ will be constructed.

(2) Contribution by Applicant:

When feeder mains on tracts of land upon which multiple-occupancy buildings will be constructed are deemed necessary by the Company to provide and/or maintain adequate service, an underground installation is requested by the Applicant, or required by a governmental agency having the authority so to do, the Applicant shall contribute the differential costs provided in Section 10.3.2.b) and 10.3.3.c). There will be no contribution from the Applicant with respect to construction of underground distribution facilities other than feeder mains so long as the Company is free to construct ~~such~~ extensions in the most economical manner, and reasonably full use is made of the tract of land upon which the multiple-occupancy buildings will be constructed. Other conditions will require a contribution from the Applicant.

(3) Responsibility of Applicant:

- (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 the secondary points of delivery transformers are to be located inside the building, the Applicant shall provide:
 - i. The vault or vaults necessary for the transformers and the associated equipment, including the ventilation equipment.
 - ii. The necessary raceways or conduit for the Company's supply cables from the vault or vaults to a suitable point five (5) feet outside the building in accordance with the Company's plans and specifications.
 - iii. Conduits underneath all buildings when required for the Company's supply cables. Such conduits shall extend five (5) feet beyond the edge of the buildings for joining to the Company's facilities.
 - iv. The service entrance conductors and raceways from the Applicant's service equipment to the designated point of delivery within the vault.

(3) Responsibility of Applicant (Continued):

- (c) Where the Company determines that the secondary points of delivery transformers are to be located outside the building, the Applicant shall provide:
 - i. The transformer enclosure or space for pad-mounted equipment, if required.
- ii. 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, and wholly on the Customer's property.

(4) Responsibility of the Company:

- (a) The Company will:
 - i. 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.
 - ii. Furnish and install the primary or secondary conductors from existing or proposed facilities adjoining the property to the point of delivery.
 - iii. Furnish and install the necessary transformers and associated equipment located either outside the building or in the vault(s) within the building.



iv. Be solely responsible for the installation, operation, and maintenance of all of its facilities.

(5) Service Voltage:

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



PART XII

CHARGES FOR CONVERSION OF EXISTING OVERHEAD TO UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES

12.01 DEFINITIONS:

The following words and terms used under this Part shall have the meaning indicated:

- (1) Applicant: The Applicant is the person or entity seeking the undergrounding of existing or newly planned electric distribution facilities by the Company. When a developer requests local government development approval, the local government shall not be deemed the Applicant for purposes of these rules.
- (2) Commission: Florida Public Service Commission.
- (3) Cost Estimate Fee: A fee charged an Applicant by the Company for the purpose of preparing a cost estimate of the amount required for the Company to construct or convert particular distribution facilities as underground.
- (4) Company: Duke Energy Florida, ~~LLC~~Inc.
- (5) Distribution Facilities: All electrical equipment of the Company required to deliver electricity to homes and businesses.
- (6) Facility Charge: That charge required to be paid by an Applicant for the Company to construct or convert particular distribution facilities as underground.
- (7) Overhead: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed above ground on supporting poles.
- (8) Underground: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed below ground or on the ground.

12.02 GENERAL:

- (1) Application:

Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these rules.
- (2) Applicant Request:

An Applicant shall submit a request in writing for the Company to develop a cost estimate to accomplish the undergrounding of particular electric facilities. The request shall be accompanied by an appropriate fee and shall specify the following information:

 - (a) the area(s) being sought to be undergrounded;
 - (b) a list of all electric customers affected;
 - (c) an estimated time frame for undergrounding to be accomplished;
 - (d) details of any construction by the Applicant; and
 - (e) any other pertinent information which the Applicant possesses that may aid the Company in preparing an appropriate cost estimate.

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12.03 INSTALLATIONS NOT COVERED:

The following types of electrical installations are not addressed in these rules:

- (A) Distribution lines, new or existing, in urban commercial area, urban residential area, rural residential area, or existing subdivisions will not be considered for undergrounding if sufficient permits or easements cannot be obtained. The request will not be considered unless all customers on both sides of the road or street who are served by the supply system to be undergrounded are included in the proposed conversion.
- (B) Distribution lines in new residential subdivisions. These installations are covered under "Rules of the Florida Public Service Commission", Chapter 25-6, Part V, "Rules for Residential Electric Underground Extensions", and the Company's "General Rules and Regulations Governing Electric Service", Part XI.
- (C) Individuals applying for undergrounding of service laterals from existing overhead lines. These applications will be covered by rules referenced in 12.03(Bb) above.
- (D) Electrical distribution circuits serving street or area lighting. Requests for undergrounding circuits of this category will be treated on an individual basis.

12.04 COST ESTIMATE FEES:

- (1) Non-Binding Cost Estimate Fee:

The Company will provide a non-binding cost estimate related to the request at no cost to the Applicant. Such estimate shall not have any guarantee as to its accuracy and shall not be binding upon the Company.

- (2) Binding Cost Estimate Fee

The following schedule of fees shall apply to the Applicant for engineering design time to establish a binding cost estimate by the Company for the request. Such fee shall be recognized as a credit in the Facility Charge determination if the Applicant enters into a construction contract within 180 days from date of receipt of the binding cost estimate. At the discretion of the Company, the time from submittal of the cost estimate to entering a contract may be extended beyond 180 days. A major scope change by the Applicant may require a new fee amount.

SCHEDULE OF BINDING COST ESTIMATE FEES

<u>Facility Classification</u>	<u>Fee</u>
Urban Commercial	\$4,234 per mile
Urban Residential	\$3,476 per mile
Rural Residential	\$2,549 per mile
Low Density Subdivision	\$ 15 per lot
High Density Subdivision	\$ 13 per lot

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12.05 CONSTRUCTION CONTRACT:

(1) GENERAL:

Upon acceptance by the Applicant of the binding cost estimate, the Applicant shall execute a contract with the Company to perform the construction of the underground distribution facilities. The contract shall specify the type and character of system to be provided; establish the Facility Charge to be paid by Applicant prior to commencement of construction; specify details of construction to be performed by Applicant, if any; and address any other pertinent terms and conditions including those described in Part (4) below.

(2) FACILITY CHARGE:

Charge = Remaining net book value of existing overhead facilities to be removed;

- plus, removal cost of existing overhead facilities;
- minus, salvage value of existing overhead facilities;
- plus, estimated construction cost of underground facilities including underground service laterals to residential customers meters or point of delivery for general service customers;
- minus, estimated construction cost of overhead facilities including overhead service drops to customers' meters;
- minus, qualifying binding cost estimate fee.

plus/minus, the net present value of the lifecycle operational costs differential including storm restoration.

The actual or estimated costs applied to the facility charge shall be consistent with the standards of the Company's approved Storm Protection Plan.

3) CONSTRUCTION BY APPLICANT:

If agreed upon by both the Applicant and the Company, the Applicant may construct or install portions of the underground system as long as such work meets the Company's engineering and construction standards. The Company will own and maintain the completed distribution facilities upon accepting the system as operational. The type of system provided will be determined by the Company's standards.

Any facilities provided by the Applicant will be inspected by Company inspectors prior to acceptance. Any deficiencies discovered as a result of these inspections will be corrected by the Applicant at ~~Applicant's~~ his sole expense, including the costs incurred by performing the inspections. Corrections must be made in a timely manner by the Applicant, otherwise the Company will undertake the correction and bill the Applicant for all costs of such correction. These costs shall be ~~add~~ ed ~~ditional~~ to the original binding estimate.

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(4) OTHER TERMS AND CONDITIONS**(a) Easements:**

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Facilities Conversions Agreement, the Applicant shall provide the Company, at no cost to the Company, all easements utilizing Company approved language and forms, 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 the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversions Agreement entered into between the Applicant and the Company.

(b) Scheduling, Clearing, and Grading:

Rights-of-way and easements suitable to the Company must be furnished by the Applicant in a reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstruction; staked to show property lines and final grade; and graded to within six (6) inches of final grade by the Applicant before the Company commences construction; all at no cost to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer, pullbox, and switch locations.

(c) Restoration:

All removal and restoration of buildings, roads, driveways, sidewalks, patios, fences, ditches, landscaping, sprinkler systems, and other utilities, etc., shall be the full responsibility of the Applicant and shall cause no cost to the Company. Removal of all construction debris not belonging to the Company shall be the responsibility of the Applicant.

(d) Other Joint Users on the Company Poles:

Prior to construction, the Applicant must make arrangements with any other joint users of the Company's poles to remove their facilities at no cost to the Company. The Applicant shall produce, if requested by the Company, executed agreements with all joint users guaranteeing this requirement. During construction, the Company will undertake coordination efforts directly with the joint users where required for removal of their facilities.

(e) Affected Electric Customers:

Prior to construction, the Applicant must make arrangements with all affected Company customers to prepare their premises and service entrance in a timely manner for underground service. All customers affected by the undergrounding request must agree to accept underground service. These customers' conversions will be at no cost to the Company. During construction, the Company will undertake coordination efforts directly with affected customers for their transfer to underground service.

(f) Damage to the Company's Underground Facilities:

The Applicant shall be responsible to ensure the Company's distribution facilities are not damaged, destroyed, or otherwise disturbed during construction. This responsibility shall extend not only to those in ~~Applicant's~~ employ, but also to ~~his~~Applicant's subcontractors, and ~~he~~Applicant shall be responsible for the full cost of repairing such damage.

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(4) Governmental Undergrounding Fee

- (a) The Company will bill a monthly Governmental Undergrounding Fee to electric customers located in the Underground Assessment Area established by the local government. The Governmental Undergrounding Fee shall be based on a uniform percentage of customers' total net charges for electric service calculated to produce the Annual Recovery Amount, net of regulatory assessment fees, if any. Except as provided in Paragraph 2(a) of this Section 12.06, the total Governmental Undergrounding Fee billed to a customer's account (irrespective of the number of Underground Assessment Areas in which the customer may be located) shall not exceed the lesser of (i) 15 percent of the customer's total net electric service charges, or (ii) a maximum monthly amount of \$30 for residential customers and \$50 for each 5,000 kilowatt-hour increment of consumption for non-residential customers. The maximum monthly amount shall apply to each line of billing in the case of a customer receiving a single bill for multiple service points, and to each occupancy unit in the case of a master metered customer.
- (b) The application of a Governmental Undergrounding Fee based on a higher percentage or maximum monthly amount than specified in Paragraph 4(a) of this Section 12.06 shall require approval of the Florida Public Service Commission.
- (c) The Governmental Undergrounding Fee shall be recalculated for each 12-month period during its effectiveness following the initial annual period. The recalculation shall be based on the Company's most current projections for the upcoming period, and shall include a true-up adjustment based on the difference between projected and actual recovery for the prior 12-month period.

(5) Optional Utility Financing

At the option of the local government, the Company ~~may~~**will** provide financing for the Facility Charge and Governmental Cost of the undergrounding project, subject to any limitation on the funds made available for such purpose at the Company's discretion. Upon request, the Company will advise the local government at the time the binding cost estimate is presented pursuant to Paragraph 12.04(2) of this Part XII whether sufficient funds are available at that time to finance the cost of the undergrounding project. The interest rate applicable to such optional financing will be determined by the Company commensurate with normal risk considerations such as the credit worthiness of the local government, the total cost subject to financing, the expected duration of the undergrounding project, and any other identifiable risks associated with financing the project.

(6) Customer Notification

At least 30 days prior to the execution of a Local Government Underground Cost Recovery Contract pursuant to Subsection (7) of this Section 12.06, the local government shall mail a notice to each electric customer located within the proposed Underground Assessment Area stating its intention to recover the cost of the underground conversion project in question through a Governmental Undergrounding Fee on the customer's electric bill. The notice shall include, at a minimum, (i) a description of the underground conversion project, (ii) an estimate of the Governmental Undergrounding Fee (as a percentage of total net electric charges) and the maximum monthly amount, (iii) the month in which billing of the Fee is expected to commence, (iv) the number of years over which the Fee is to be imposed, and (v) a postage-prepaid form on which the customer may submit comments to the local government.

(7) Underground Cost Recovery Contract

The local government shall enter into a contract with the Company, the form of which has been approved by the Florida Public Service Commission or its staff, establishing the specific terms and conditions for underground capital cost recovery consistent with the provisions of this Section 12.06.



INDEX OF RATE SCHEDULES

FPSC UNIFORM RATE SCHEDULE DESIGNATION		BEGINS ON SHEET NO.
BA-1	Billing Adjustments	6.105
SC-1	Service Charges	6.110
RS-1	Residential Service	6.120
RSL-1	Residential - Load Management (Optional)	6.130
RSL-2	Residential - Load Management - Winter Only - (Optional)	6.135
RST-1	Residential Service (Optional Time of Use) (Closed to New Customers as of 02/10/10)	6.140
GS-1	General Service - Non-Demand	6.150
GST-1	General Service - Non-Demand (Optional Time of Use)	6.160
GS-2	General Service - Non-Demand (100% Load Factor Usage)	6.165
GSD-1	General Service - Demand	6.170
GSDT-1	General Service - Demand (Optional Time of Use)	6.180
GSLM-1	General Service - Load Management (Optional)	6.220
GSLM-2	General Service - Load Management - Standby Generation	6.225
CS-1	Curtailable General Service (Closed to New Customers as of 04/16/06)	6.230
CS-2	Curtailable General Service	6.235
CS-3	Curtailable General Service Fixed Curtailable Demand	6.2390
CST-1	Curtailable General Service (Optional Time of Use) (Closed to New Customers as of 04/16/06)	6.240
CST-2	Curtailable General Service (Optional Time of Use)	6.245
CST-3	Curtailable General Service (Optional Time of Use) Fixed Curtailable Demand	6.2490
IS-1	Interruptible General Service (Closed to New Customers as of 04/16/06)	6.250
IS-2	Interruptible General Service	6.255
IST-1	Interruptible General Service (Optional Time of Use) (Closed to New Customers as of 04/16/06)	6.260
IST-2	Interruptible General Service (Optional Time of Use)	6.265
LS-1	Lighting Service	6.280
SS-1	Firm Standby Service	6.310
SS-2	Interruptible Standby Service	6.315
SS-3	Curtailable Standby Service	6.320
TS-1	Temporary Service	6.330
RSS-1	Residential Seasonal Service Rider	6.350
CISR-1	Commercial/Industrial Service Rider	6.360
PPS-1	General Service – Premier Power Service Rider	6.370
ED-1	Economic Development Rider	6.380
EDR-1	Economic Re-Development Rider	6.385
ED-2	Economic Development Rider	6.382



NO. 6.100

SECTION NO. VI
TWENTY-~~FOURTH~~FIFTH REVISED SHEET NO. 6.100
CANCELS TWENTY-~~THIRD~~FOURTH REVISED SHEET

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FB-1	Optional – Fixed Bill Program	6.390
<u>SOL-1</u>	<u>Shared Solar Rider – Experimental Pilot Program</u>	<u>6.395</u>
<u>NSMR-1</u>	<u>Optional - Non-Standard Meter Rider (AMI Opt-Out)</u>	<u>6.400</u>
<u>FCF-1</u>	<u>Public Charging for Electric Vehicles</u>	<u>6.405</u>



INDEX OF RATE SCHEDULES

FPSC UNIFORM RATE SCHEDULE DESIGNATION		BEGINS ON SHEET NO.
SQL 1	Shared Solar Rider - Experimental Pilot Program	6.305
NSMR 1	Optional Non-Standard Meter Rider (AMI Opt-Out)	6.400

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy - FL

EFFECTIVE: January 1, 2022

ISSUED BY: Javier J. Portuondo, Managing Director, Rates & Regulatory Strategy - FL

EFFECTIVE: December 1, 2018



INDEX OF STANDARD CONTRACT AND OTHER AGREEMENT FORMS

FORM NO	DESCRIPTION	SHEET NO.
Form No. 1	Contract, Form No. 1 (after 11/21/98, applicable only to a Customer who requires this type form be executed for service under Rate Schedule LS-1, Lighting Service. Form No. LS-1HPS shall normally be used for application for service under LS-1).	7.010 - 7.011
Form No. 2	Contract Form No. 2 (applicable when service is provided under Company General Service Rate Schedules and special contract terms or investments in special facilities are required and furnished by the Company to provide service to the Customer).	7.020 - 7.021
IS-2 DISC	Interruptible General Service Rate Schedules IS-2 and IST-2 Risk Disclosure	7.025
CS-2 DISC	Curtable General Service Rate Schedule CS-2 and CST-2 Risk Disclosure	7.027
Form No. 5	Contract, Form No. 5 (applicable when a contract is made between the Company and the Customer to cover advances by the Customer for construction).	7.030
DVLP DIST	Agreement for Electric Service Between Duke Energy Florida, Inc. (the "Utility") and _____ (the "Applicant") (applicable when a developer requests the Company to install a distribution system for a new development).	7.050
MUNI UG	Local Government Underground Cost Recovery Contract (applicable when a Local Government wishes to contract with the Company to provide for recovery of costs to underground service).	7.060 – 7.063
PEFI LSA	Leave Service Active Agreement (applicable to Customers who wish service to be left active on rental units, regardless if they are occupied or not).	7.070 - 7.071
3RD PRT	Request for Third Party Notification (applicable to Customers who request the Company to notify another person that their bill is overdue).	7.090
LS-1	Lighting Service Contract.	7.110 - 7.113
PEFI TOU	Application for TOU Rate (applicable to Customers requesting time of use rates).	7.120
PEFI GSLM	Rate Schedule GSLM-1 Customer Agreement (applicable to Customers requesting General Service Load Management).	7.150
MSTR MTR	Standard Letter Agreement (applicable to master metered Customers indicating understanding of rules and regulations affecting resale of electricity).	7.160
EQP RNTL	Standard Letter Agreement (applicable to Customers who request additional facilities at their service location).	7.170
GUAR CNTR	Guarantee Contract (applicable when a third party guarantees payment for another individual's billing).	7.180
STRT LTS	Agreement to Purchase and Sell Street Lighting System and to Furnish and Receive Electric Service	7.190 - 7.192
RES DEP	Residential Deposit Release - Releases current customer's deposit to new customer who then assumes responsibility for all payments of account.	7.220 - 7.221
PWR PAY	Power Pay - Customers bill is automatically paid from their checking account.	7.230
CISR	Contract Service Arrangement for service under the Commercial/Industrial Service Rider.	7.250 - 7.253
PPS	Premier Power Service - Contract signed by the customer requesting backup service through the Premier Power Service rate schedule.	7.270 - 7.273
NMRG - Tier 1	Standard Interconnection Agreement for Tier 1 Customer Owned Renewable Generation	7.310 - 7.313
IC APP –Tier 1	Application for Interconnection for Tier 1 Customer Owned Renewable Generation	7.317-7.317
NMRG - Tier 2	Standard Interconnection Agreement for Tier 2 Customer Owned Renewable Generation	7.320 - 7.323
NMRG – Tier 3	Standard Interconnection Agreement for Tier 3 Customer Owned Renewable Generation	7.330 - 7.333
IC APP –Tier 2,3	Application for Interconnection for Tier 2 and 3 Customer Owned Renewable Generation	7.337-7.337
ECON DEV	Economic Development Rider Service Agreement	7.500
ECON RE-DEV	Economic Re-Development Rider Service Agreement	7.510

Company will prepare a workpaper showing the calculation of the Governmental Undergrounding Fee (attached hereto as Attachment C and incorporated herein by its reference).

2. The parties agree that if the Local Government desires to apply a Governmental Undergrounding Fee based on a higher percentage or maximum monthly amount than specified in paragraph (D)(1) above, then the parties shall jointly petition the Florida Public Service Commission for approval of such increased amount. Absent such approval, the amounts for the Governmental Undergrounding Fee shall not be set above those maximum amounts.
3. The Governmental Undergrounding Fee shall be recalculated for each twelve (12) month period during its effectiveness following the initial annual period. The recalculation shall be based on the Company's most current projections for the upcoming period, and shall include a true-up adjustment based on the difference between projected and actual recovery for the prior twelve (12) month period. The first annual true-up period for this Contract shall begin with the first billing cycle for the month following the implementation of the billing for the Governmental Undergrounding Fee.
4. No later than the twentieth (20th) day of the following month, the Company shall pay the Local Government the aggregated total Governmental Undergrounding Fee that the Company has collected from each customer in the Underground Assessment Area. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) calendar days after the due date without good cause shall be subject to interest at the 30-day commercial paper rate per annum.

E. Customer Notification:

1. At least thirty (30) calendar days before the execution of this Contract, the Local Government shall mail a notice to each electric customer located within the proposed Underground Assessment Area stating the Local Government's intention to recover the cost of the underground Conversion project in question through a Governmental Undergrounding Fee on the customer's electric bill. The notice shall include, at a minimum: (i) a description of the underground Conversion project; (ii) an estimate of the Governmental Undergrounding Fee (as a percentage of total net electric charges) and the maximum monthly amount; (iii) the month in which billing of the Governmental Undergrounding Fee is expected to commence; (iv) the number of years over which the Governmental Undergrounding Fee is to be imposed; and (v) a postage-prepaid form on which the customer may submit comments to the Local Government. The actual notice sent to the customers is attached to this Contract as Attachment D.
2. The Local Government warrants and represents that it has timely completed the obligation referenced in the above paragraph by timely mailing the requisite notice to all required customers.
3. The Local Government recognizes that the Company will direct any and all questions from customers regarding this Contract and the creation of the Underground Assessment Area to the Local Government, specifically _____ (insert name of person or department).

F. Assignment:

The Local Government shall not assign, delegate or otherwise dispose of all or any portion of the Contract (including any benefits or obligations hereunder) without the prior written consent of the Company. Upon prior written notice and with the consent of Company (such consent not to be unreasonably withheld), the Local Government may assign the Contract. The Company, in Company's sole discretion, may require any Company approved Local Government assignee to execute a new contract and agree to all the requirements of the new contract prior to approval of the assignment request. Any attempted assignment or delegation without the Company's prior written consent shall be ineffective and void. The terms and conditions of this Contract shall be binding upon and inure to the benefit of any and all successors and/or assigns of the Company. The terms and conditions of this Contract shall be binding upon and inure to the benefit of any and all successors and/or approved assigns of the Local Government. Notwithstanding any provision herein, the Agreement shall not confer or be construed in any manner to confer, directly or indirectly, any rights, privileges, benefits, and/or remedies, upon any parties other than the parties hereto and their respective successors and/or permitted assigns.

(Continued on next page)



~~G. Miscellaneous:~~

- ~~1. In executing this Contract, 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 Local Government or any assignee of this Contract.~~

(Continued on next page)

ISSUED BY: Javier J. Portuondo, ~~Director~~Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~August 9, 2016~~January 1, 2022
MUNI UG



G. Miscellaneous:

1. In executing this Contract, 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 Local Government or any assignee of this Contract.
2. This Contract shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Tariff as may be modified, revised, supplemented, changed, or amended from time to time. In the event of any conflict between the terms of this Contract and the provisions of the Tariff, the provisions of the Tariff and any applicable Florida Public Service Commission rules shall control, as hereafter revised, amended, or supplemented.
3. The Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements, as may be applicable, are incorporated by reference.
4. This Contract contains the entire agreement of the Company and Local Government relating to the subject matter herein and supersedes all previous and contemporaneous agreements, understandings, usages of trade, courses of dealing or representations, either written or oral, heretofore in effect between the Company and the Local Government.
5. This Contract may only be modified by a written agreement signed by both the Company and the Local Government expressly modifying the Contract. All provisions of the Contract providing for indemnification or limitation of or protection against liability shall survive the termination, cancellation, or expiration of the Contract.
6. This Contract shall terminate when the Company has fully collected the Government Cost and the Facility Charge from customers located in the Underground Assessment Area.

IN WITNESS WHEREOF, the Local Government has executed this Contract the day and year first written above.

LOCAL GOVERNMENT

COMPANY

Signature of Local Government or Authorized Representative

Signature of Company Representative

Printed Name of Local Government Representative

Printed Name of Company Representative

Title of Authorized Representative

Title of Company Representative



DUKE ENERGY FLORIDA, INC.
LEAVE SERVICE ACTIVE REVERT TO OWNER AGREEMENT

The undersigned hereby agrees to participate in and authorizes Duke Energy Florida, LLC ("Duke Energy") to enroll the below specified properties in the Duke Energy Revert to Owner Program (the "RTO Program") subject to the terms and conditions set forth in this Revert to Owner Agreement (the "RTO Agreement").

1. Property Owner(s), Authorized Representative and Account Information.

Legal Name of Owner(s) ("Owner"):

Authorized Representative of Owner: _____ . If different from Owner, please attach power of attorney or other authorization to act on behalf of Owner. Hereinafter Owner and its authorized representative may be collectively referred to as the "Customer."

Account name to revert to during periods of non-tenancy (the "RTO Account"):

Mailing Address: _____

Federal Tax ID: _____ or Social Security # _____

Contact Name _____ Contact Phone _____

Email Address: _____

2. Program Description. For properties that have been enrolled in the RTO Program, when a resident of an enrolled property requests disconnection of electric service to the unit, service to the unit will not be disconnected. Instead, Duke Energy will read the meter and automatically transfer the account to the Customer's RTO Account specified above; provided however, the service will not be automatically transferred to the RTO Account under any of the following circumstances:

- a. if service to the premises has been disconnected for nonpayment of a bill or for violation of Duke Energy's Terms of Service (as defined below);
- b. if an inspection is required by local government;
- c. if improper changes are made to the electrical wiring at the premises or if Duke Energy's meter or other equipment serving the premises has been tampered with; or
- d. If Duke Energy determines in its reasonable discretion that the premises or the use of electricity at the premises in violation of Duke Energy's Terms of Service.

1. Obligation of Customer. The Customer shall be responsible for all electric energy used on the premises of an enrolled property at all times during which the account has reverted to the RTO Account specified in this RTO Agreement, subject to and in accordance with Duke ~~This Agreement is made by and between Duke Energy Florida, Inc. (the "Company") and _____ ("Customer") and outlines the terms and conditions of the Leave Service Active Program.~~

~~2. _____~~
~~3. The Company agrees to furnish electric energy to the premises of the Customer located at _____ and to permit the use of such energy by the Customer and the Customer's tenants occupying rental units on the Customer's premises.~~

~~4. _____~~
~~5. The Customer agrees to be responsible for all electric energy used on the premises when such rental units are not~~

(Continued on next page)



~~being served in the name of a responsible tenant. The Customer agrees to use the same Customer name on all accounts and to provide the Company with a complete mailing address. The Customer agrees to keep all account information current, which includes, but is not limited to, the items contained herein.~~

~~6.~~

~~7. When a tenant requests a disconnect of service, the Company will 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, The Company will obtain a meter reading and transfer the service from the Customer's name to the tenant's name.~~

~~8.~~

~~9. The Leave Service Active Agreement is subject to the rules, regulations, and rate schedules for electric service on file with the Florida Public Service Commission (FPSC), and other applicable rules and laws, if any, as presently effective or as amended in the future. Unless expressly modified herein, the terms and conditions of existing Contract(s) for Electric Power Service and other Agreement(s), if any, between the "Company" 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 the "Company" 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.~~

~~10.~~

~~11. 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.~~

~~12.~~

~~13. The continuance of the Leave Service Active Program is subject to the above conditions. Failure to comply with any of the conditions of this Agreement, within the sole discretion of The Company can result in the immediate removal of all of Customer's accounts from the program. Customer will be sent written notification to the mailing address in the event of program termination.~~

~~14.~~

~~15. In witness hereof, the parties hereto have caused the Agreement to be executed by their duly authorized representatives.~~

~~16.~~

~~17.~~

~~18. _____ DUKE ENERGY FLORIDA, INC.~~

~~19. By (Print Name) _____ By (Print Name) _____~~

~~20. By (Signature) _____ By (Signature) _____~~

~~21. Title: _____ Title: _____~~

~~22. Date: _____ Date: _____~~

~~3. Energy's Terms of Service for the applicable account.~~

4. **Enrolled Addresses.** Each of these property addresses: _____ will be enrolled addresses and will revert to the RTO Account pursuant to the terms of the RTO Program.

5. **Management of Enrolled Properties.** The Customer shall be responsible for keeping the property list in the RTO Agreement up to date, including by adding new properties or removing properties that are no longer subject to the RTO Program due to sale or any other reason. Adjustments to the property list may be made by owner or its designated property manager through an on-line self-service tool (the "Landlord Experience") or by contacting a Customer Care Specialist. An email address is required to participate in the RTO Program.

(Continued on next page)



6. **Terms of Service; Governing Law.** This Agreement is subject to the applicable rate schedules and the terms and conditions for electric service (the "Terms of Service") filed by Duke Energy with the Florida Public Service Commission (the "Commission") and other applicable rules, laws and regulations issued by the Commission or any federal, state or local governmental entity with jurisdiction over Duke Energy and the subject matter hereof (collectively, the "Governing Law"). In the event of any conflict between any term of this RTO Agreement and any applicable Governing Law, the Governing Law will prevail.
7. **Terms and Conditions.** This RTO Agreement shall be subject to the Terms and Conditions attached hereto as Exhibit "A" or any replacement thereto, which is incorporated herein by reference.
8. **Term.** This RTO Agreement shall be effective when signed by Customer and submitted to Duke Energy and shall remain in effect until terminated by Customer or Duke Energy in writing. Customer or Duke Energy may terminate this Agreement at any time by providing thirty (30) days written notice to the other party. The failure of Customer to recertify any enrolled address on a periodic (biennial) basis in accordance with the Terms and Conditions or as requested by Duke Energy from time to time may result in the removal of one or more enrolled addresses as determined by Duke Energy in a commercially reasonable manner.
9. **Representations and Warranties.** As of the date hereof and during the term of this RTO Agreement the undersigned Customer represents and warrants the following:
- a. such party has the capacity, authority, and power to execute, deliver, and perform under this RTO Agreement;
 - b. this RTO Agreement constitutes legal, valid, and binding obligations enforceable against the Customer;
 - c. the person who executes this RTO Agreement on behalf of Customer has full and complete authority to execute and bind the Owner to this RTO Agreement as an authorized representative of the Owner;
 - d. Customer is acting on its own behalf and has made its own independent decision to bind itself under this RTO Agreement; and,
 - e. Customer has completely read, fully understands, and voluntarily accepts every provision of this RTO Agreement.
10. **Electronic Signature.** By either signing and submitting this agreement, or by clicking "Accept Terms and Conditions" within the online enrollment process, the Customer hereby acknowledges and agrees that this RTO Agreement shall be deemed to be fully executed. Customer acknowledges and agrees that Customer's electronically applied and/or transmitted signatures shall have the same effect as manually applied or transmitted signatures.



Exhibit A
Terms and Conditions:

The Customer shall provide the Company with a valid email address to be eligible to participate in the RTO Program.

A self-service, online tool (the "Landlord Experience") will be provided by Duke Energy for use by Customers to enroll and manage properties participating in the RTO Program. The Customer is encouraged to use the Landlord Experience to enroll, manage and update its properties participating in the RTO Program; provided however, the Customer may request the assistance of Duke Energy's customer service representatives by contacting Duke Energy at the number specified in this RTO Agreement.

The Customer agrees to use the same Customer name on all enrolled accounts and to provide Duke Energy with a complete mailing address for each served premises. The Customer agrees to keep all account information current, which includes, but is not limited to, the items contained herein.

The Customer shall be obligated to pay any security deposit required under the Terms of Service including without limitation, in the event that a property enrolled in the RTO Program has been disconnected for non-payment while active in the Customer's name. All security deposits may be applied to amounts owed to Duke Energy or returned to Customer in accordance with the Terms and Service.

When a tenant requests a disconnect of service, Duke Energy will obtain a meter reading and automatically transfer the service from the tenant's name to the Customer's RTO Account. When a tenant requests a connect of service, Duke Energy will obtain a meter reading and transfer the service from the Customer's RTO Account to the tenant's name.

The Customer is responsible for recertifying the enrolled properties that it desires to continue in the RTO Program every 24 months from the date of the first enrollment. Failure of Customer to recertify any enrolled property within 24 months of its initial enrollment or recertification, may result in Duke Energy removing the un-recertified properties from the RTO Program. Provided however, removal of the un-recertified properties from the RTO Program does not terminate the service at the property; therefore, the Customer will still be responsible for charges while the property is active in the name of the Customer

Nothing stated herein shall be deemed to modify, rescind or alter in any way any agreement or contract for electric service or other agreement between Duke Energy and Customer which shall remain in full force and effect according to their respective terms.

Duke Energy reserves all rights under its Terms of Service or any applicable Governing Law, including without limitation, the right to disconnect service to Customer following proper notice, in the event Customer fails to timely remit payment for electric service, fraudulently obtains electric service or otherwise violates any applicable Governing Law, Commission rule or order or the Terms of Service.

Customer's failure to comply with any of the conditions of this RTO Agreement may result in the termination of this RTO Agreement and the immediate removal of all of Customer's enrolled accounts from the RTO Program as determined by Duke Energy in its reasonable discretion. Customer will be sent written notification of any such termination to the mailing address or email address specified in this RTO Agreement or any updated address provided by Customer to Duke Energy in writing.

_(PLEASE COMPLETE THE APPROPRIATE SIGNATURE BLOCK.)

STATE OF FLORIDA
COUNTY OF _____

SOLE PROPRIETORSHIP/INDIVIDUAL

_____ The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____
by _____, who is personally known to me or who has produced
_____ (name of person acknowledged)
_____ as identification and did/did not take an oath.
_____ (type of identification)



OR

CORPORATION

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ as _____ of _____
(name of officer or agent) (title of officer or agent) (name of corporation acknowledging)
a _____ corporation, on behalf of the corporation. He/She is personally known to me or
(state or place of incorporation)
has produced _____ as identification and did/did not take an oath.
(type of identification)

OR

LIMITED PARTNERSHIP

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
_____ a partner/agent on behalf of _____,
(name of acknowledging partner or agent) (name of partnership)
a _____ limited partnership. He/She is personally known to me or has produced
(state)
_____ as identification and did/did not take an oath.
(type of identification)

NOTARY PUBLIC:

(Signature of person taking acknowledgement)

MY COMMISSION EXPIRES: _____
(Name of ackowledger typed, printed or stamped)

(Title or rank)

(Serial number, if any)



DEF LIGHTING SERVICE AGREEMENT
LIGHTING SERVICE CONTRACT <<Jurisdiction Address>>

ACCOUNT NUMBER
WORK ORDER NUMBER
DEF CONTACT

CUSTOMER NAME: _____

SERVICE LOCATION(S): _____
(Street address, city/county, Company account number if established)

This Lighting Service Contract ("Contract") is hereby entered into this _____ day of _____, 20____, between Duke Energy Florida, LLC (hereinafter called the Company) and _____ (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS-1, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC. To the extent there is any conflict between this Contract and the Lighting Service Rate Schedule, the Lighting Rate Schedule shall control.

The Customer further understands that service under this rate shall be for an initial term of **ten (10) years** and shall continue hereafter until terminated by either party upon written notice sixty (60) days prior to termination.

The Company shall install the following facilities (hereinafter called the Facilities):

Fixture Type and Number Installed:

Pole Type and Number Installed:

Additional facilities:

Account Information:

<<Customer Name>> _____
<<CUST ADDRESS 1>> _____
<<CUST ADDRESS 2>> _____
<<CITY>> _____ <<ST>> _____ <<ZIP>> _____

Project Information:

<<Site Name>> _____
<<SERVICE ADDRESS 1>> _____
<<CITY>> _____ <<ST>> _____ <<ZIP>> _____

(Continued in Next Page)



Account Number:

<<ACCOUNT>> _____

Customer Contact Information:

<< Requested By >> _____

<< Email >> _____

<< Phone Number >> _____

Work Order Number:

<<WO NUMBER>> _____

Duke Energy Representative Contact Info:

<< Name>> _____

This Lighting Service Agreement is hereby entered into this <<DAY>> day of <<MONTH>>, 20 <<YY>>, between Duke Energy Florida (hereinafter called the "Company") and << Customer Name >> (hereinafter referred to as the "Customer") for lighting service at the above location(s), once signed by the Customer and an authorized Duke Representative. The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS-1 and Service Regulations, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement (identified below) under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the FPSC.

The customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the customer for damage. The Company shall not be obligated to provide the service during any such interruption, suspension or failure, and Duke shall not be liable for any damage or loss resulting therefrom. The Company will replace or maintain the fixture during regular daytime working hours following notification by the Customer.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated. It is further agreed that The Company reserves the right to discontinue service and remove the fixtures from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative _____

Date Signed _____

(Continued in Next Page)



Summary of Estimated Charges

<u>Minimum Service Term</u>	<u>Initial Monthly Cost</u>	<u>Total One Time Charges</u>	<u>Total Cost for Initial term</u>	<u>On going Charge post Term</u>
<u>10 Years</u>	<<Initial Monthly Cost>>	<< Total One Time Charges >>	<< Initial Term Cost >> + << Total One Time Charges >>	<< Post Term Monthly Charge>>

Monthly Base Charges

<u>Service Required</u>	<u>Quantity</u>	<u>Product Description Fixtures and Poles</u>	<u>Per Unit</u>			<u>Unit Total</u>	<u>Sub-Total</u>
			<u>Equipment Rental**</u>	<u>Maintenance</u>	<u>Energy</u>		
<< Add Remove>>	<< CU Quantity >>	<< CU Description >> <<Agreement Number>>	<< CU Equipment Unit Charge >>	<< CU Unit Maintenance Charge >>	<<CU Unit Energy Charge >>	<< CU Monthly Price >>	<< CU Monthly Subtotal >>
		Rental, Maintenance, F&E Totals:	<< Agreement Equipment Subtotal >>	<< Agreement Maintenance subtotal >>	<<Agreement Energy subtotal >>		
Estimated Change to Base Monthly Charge Total							<< Total Monthly Base Charge >>

Additional Monthly Charges

<u>Service Required</u>	<u>Quantity Required</u>	<u>Description</u>	<u>Unit Price</u>	<u>Sub-Total</u>
<< Add Remove>>	<< CU Additional Charge Quantity >>	<< CU Additional Charge Description >> <<Agreement Number>>	<< CU Additional Monthly Unit Charge >>	<< CU Additional Monthly Subtotal >>
Estimated Change to Additional Monthly Charge Total <i>excludes any applicable taxes, franchise fees or customer charge</i>				<< Total Additional Monthly Charge >>

One Time Charges

<u>Quantity Required</u>	<u>One Time Charge Description</u>	<u>Unit Price</u>	<u>Sub-Total</u>
<< One Time Quantity >>	<< One Time Charge Description >> <i>Ex: Includes Construction Costs or possible Early Termination charges for removals</i>	<< One Time Charge Unit Charge >>	<< One Time Charge Sub-Total >>
Total Estimated One Time Amount			<< Total One Time Charges >>

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

(Continued in Next Page)



Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

- ~~Customer Charge~~
- ~~Pole Charge~~
- ~~Light Fixture Charge~~
- ~~Light Fixture Maintenance Charge~~
- ~~Energy and Demand Charge:~~
 - ~~— Non fuel Energy Charge~~
 - ~~— Plus the Cost Recovery Factors listed in~~
 - ~~— Rate Schedule BA-1, Billing Adjustments**,~~
 - ~~— except the Fuel Cost Recovery Factor and~~
 - ~~— Asset Securitization Charge Factor: _____ See Sheet No. 6.105 and 6.106~~
 - ~~Fuel Cost Recovery Factor **: _____ See Sheet No. 6.105~~
 - ~~Asset Securitization Charge Factor: _____ See Sheet No. 6.105~~

~~**Charges are normally revised on an annual basis.~~

Additional Charges:

Certain additional charges may also apply to the installation.

- ~~Gross Receipts Tax Factor: _____ See Sheet No. 6.106~~
- ~~Right-of-Way Utilization Fees: _____ See Sheet No. 6.106~~
- ~~Municipal Tax: _____ See Sheet No. 6.106~~
- ~~Sales Tax: _____ See Sheet No. 6.106~~

THE CUSTOMER AGREES:

- ~~1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.~~
- ~~2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.~~
- ~~3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.~~

IT IS MUTUALLY AGREED THAT:

- ~~4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.~~
- ~~5. The Company does not guarantee continuous lighting service 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. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.~~
- ~~6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.~~
- ~~7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.~~

(Continued in Next Page)



Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

- Customer Charge
- Pole Charge
- Light Fixture Charge
- Light Fixture Maintenance Charge
- Energy and Demand Charge:
 - Non-fuel Energy Charge
 - Plus the Cost Recovery Factors listed in Rate Schedule BA-1, Billing Adjustments**, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106
 - Fuel Cost Recovery Factor **: See Sheet No. 6.105
 - Asset Securitization Charge Factor: See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

- Gross Receipts Tax Factor: See Sheet No. 6.106
- Right-of-Way Utilization Fees: See Sheet No. 6.106
- Municipal Tax: See Sheet No. 6.106
- Sales Tax: See Sheet No. 6.106

THE CUSTOMER AGREES:

- ~~8-1.~~ To purchase from the Company all of the electric energy used for the operation of the Lighting System.
- ~~9-2.~~ To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
- ~~10-3.~~ _____ To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

- ~~11-4.~~ _____ Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
- ~~12-5.~~ _____ The Company does not guarantee continuous lighting service 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. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
- ~~13-6.~~ _____ Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
- ~~14-7.~~ _____ Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

(Continued in Next Page)



- ~~45-8.~~ _____ The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
- ~~46-9.~~ _____ The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- ~~47-10.~~ _____ The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
- ~~48-11.~~ _____ The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
- ~~49-12.~~ _____ This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.
- ~~20-13.~~ _____ Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
- ~~24-14.~~ _____ If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.
- ~~22-15.~~ _____ In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
- ~~23-16.~~ _____ This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
- ~~24-17.~~ _____ This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
- ~~25-18.~~ _____ This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

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- ~~26-19.~~ The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.
- ~~27-20.~~ In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.
- ~~28.~~ The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer requested relocation of the Company's lighting facilities.
- ~~29.~~ The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- ~~30.~~ The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
- ~~31.~~ The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
- ~~32.~~ This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.
- ~~33.~~ Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
- ~~34.~~ If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.
- ~~35.~~ In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
- ~~36.~~ This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.

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- ~~37. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.~~
- ~~38. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.~~

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~~39. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.~~

~~40. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.~~

~~IN WITNESS WHEREOF, the parties hereby caused this Contract to be executed by their duly authorized representatives to be effective as of the day and year first written above.~~

~~Charges and Terms Accepted:~~

Customer (Print or type name of Organization) DUKE ENERGY FLORIDA, LLC

By: _____ By: _____
(Signature) (Signature)

(Print or type name) (Print or type name)

Title: _____ Title: _____



PREMIER POWER SERVICE CONTRACT

The undersigned (hereinafter "the Customer") hereby applies to Duke Energy Florida, ~~Inc~~ **LLC**, (hereinafter "the Company") for backup electric services to the Customer's _____ (hereinafter "the Customer's Facility") located in _____ County, Florida, to be provided by ~~an~~ on-site ~~equipment generator~~ installed, owned, operated and maintained by the Company for the purpose of continuing the supply of electricity to the Customer's Facility in the event the Customer's normal electric supply is interrupted and assisting the Company in meeting peak demands on the Company's system during periods of critical capacity conditions or for other system benefits (hereinafter "the Services"). The Services shall be rendered in accordance with the terms of the Company's Premier Power Service Rider, Rate Schedule PPS-1 (hereinafter "the PPS Rider," which is hereby incorporated into this Contract by this reference), as approved or subsequently revised by the Florida Public Service Commission, which is hereby incorporated into this Contract by this reference (a copy of the currently effective PPS Rider is attached hereto), and the following terms and conditions:

1. Effective Date

This Contract shall become effective upon the acceptance hereof by the Company, evidenced by the signature of its authorized representative appearing below, which, in conjunction with the PPS Rider and, subject to the terms of this Contract, the technical specifications described in the Company's proposal letter dated _____, 20____, shall constitute the entire agreement between the Customer and the Company with respect to provision of the Services. In the event of any conflict between the Company's proposal letter and the PPS Rider, in conjunction with this Contract, the PPS Rider, in conjunction with this Contract shall prevail.

2. Eligibility

The Customer must provide evidence of creditworthiness sufficient to establish reasonable assurance of their ability to meet their financial obligations for the services provided in this Contract as specified in the PPS Rider. In the event that the Customer does not provide such evidence of creditworthiness, or does not provide an alternative form of credit support as specified by the PPS Rider, the Customer is not eligible for the services provided in this Contract.

23. Term of Contract

The term of this Contract is from _____, 20____, or from the date the Services are first provided hereunder, whichever is later and continuing until _____, months after the date services are first provided.

34. Customer Payments

The Customer's Monthly Service Payment determined in accordance with the PPS Rider shall be \$_____, exclusive of present or future federal, state, municipal or other sales, use, gross receipts, or property tax, or similar charge with respect to the Services, which the Customer shall also pay. If the Customer fails to pay any amount owed the Company hereunder when due, such past due amounts shall accrue interest at the rate of 18% per annum or the maximum legal rate, whichever is lower. 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, the Company may suspend the Services to the Customer. In the event that the Customer fails to pay any past due amounts for a period of sixty (60) days, the Company shall have the right to access and remove the facilities at the Customer's expense. In such a circumstance, the Customer shall be responsible for paying a Termination Fee as more fully described in Section 8 below. Additionally, the Customer shall be liable to the Company for any attorney fees or other costs incurred in collection of this payment or any other amount due under this Contract. The Company shall have the right to proceed against any credit support provided by the Customer in connection with the Contract if the Customer fails to meet its obligations under this Section 4. The Customer's obligations under this Section ~~43~~ shall survive the termination or cancellation of this Contract.

45. Provision of Services and Installation Schedule

The Company shall furnish labor, supervision, equipment, materials and transportation reasonably necessary to provide the Services. The Company shall be entitled to rely on the accuracy of any information provided by the Customer, which information is warranted by the Customer to be accurate and correct. Such information shall include, but is not limited to, the information the Customer is required to provide as described in Section 5 below. In the event of any unforeseen difficulties in performance of the Services due to conditions at the work site or due to the inaccuracy of any information relied upon by the Company, the Customer shall be liable and reimburse the Company for any increased costs or expenses incurred by the Company as a result of such difficulties, and the Monthly Service Payment, the Company's proposal letter, and Contract Term shall be equitably adjusted to compensate Company for any additional or increased work or time the Company may be required to incur. The Company shall exercise commercially reasonable efforts to commence the Services. The completion schedule for providing the Services shall be equitably adjusted to compensate the Company for any such unanticipated delays or delays to the installation or startup of the facilities for any reasons beyond the fault and neglect of the Company.

(Continued on next page)

56. Customer Responsibilities

The Customer shall provide a location on its premises for installation of the Company's facilities, any necessary access to the work site, as well as a reasonable lay-down area to perform the Services. Further, the Customer shall, so long as is necessary to provide the Services, provide access to the Company, upon reasonable notice to Customer (except in the case of an emergency, declared by the Company, in its sole discretion, in which case the Customer agrees that the Company has permission to access the Company's facilities without any prior notice to the Customer), for operation, maintenance and repair of the Company's facilities. Accordingly, the Customer shall be obligated, at its sole expense, to keep the premises on which the Company's facilities are located free and clear of anything that may impair the operation, maintenance and repair of such facilities or cause damage to the Company's facilities. In the event that the Customer fails to keep the premises on which the Company's facilities are located free and clear as described herein, the Company shall provide notice to the Customer of the Customer's failure to do so. If the Customer has not fully satisfied its obligation as described herein within five (5) business days of its receipt of such notice, the Company may either (i) suspend the Services to the Customer or (ii) clear the premises on which the Company's facilities are located on of anything that may impair the operation, maintenance and repair of such facilities. In the event that the Company chooses option (ii) above, the Customer shall be liable and reimburse the Company for all costs associated with the work performed.

Any delays or additional cost incurred by Company because of inadequate access to the work site shall be grounds for an equitable adjustment in the schedule and the Monthly Service Payment. The Company shall have the right to suspend the Services or adjust the schedule accordingly in the event that there is inadequate access to the work site, or if any required information is not promptly provided, or in the event that the safety of any person or property might be jeopardized by continuing with the Services. The Customer shall provide, at no cost to the Company, any plans, specifications, drawings or information that may be necessary or useful in the performance of the Services. The Customer will ensure that all Occupational Safety and Health Act requirements are adhered to for the area where any Company equipment in support of the Services is to be based. In the event of damage to Company owned equipment that is caused by the Customer or the Customer's agents, or any other cause not due to the fault or neglect of the Company the Customer agrees to pay all repair or replacement costs associated with the damage.

67. Permits and Regulatory Requirements

Other than acquiring its general business license, which the Company shall obtain and maintain, the Customer shall be responsible for obtaining any license or permit required of the Company in the Company's name to enable it to provide the Services. The Customer assumes the risk and responsibility for such compliance (including any changes to such requirements), and for securing such permits, licenses, and approvals from the proper authorities, and for paying any associated costs or fees should compliance with any laws,

rules, regulations, or ordinances of any federal, state, or local authority, or of any agency thereof (including, but not limited to, certification to do business as a foreign corporation) require any changes in the Services; or should any permits, licenses, or approvals of plans and specifications for the Services or should any permits, licenses, or approvals for the installation or use thereof be required.

78. Installed Equipment

The Customer agrees that any equipment installed on the Customer's premises for the express purpose of providing the Services is and will remain the sole property of the Company until such time as the Customer may wish to exercise its purchase rights set forth in Section 9 below. The Company reserves the right to modify or upgrade equipment as the Company deems necessary, in its sole discretion, for the continued supply of these Services. If equipment modifications or upgrades are requested by the Customer, however, any such modifications or upgrades will be at the Customer's expense.

89. Early Termination of Contract

The Customer has the right to terminate this Contract before the entire Contract Term has expired, provided that the Customer a) notifies the Company in writing a minimum of 60 days prior to termination of the Services and b) pays a Termination Fee. The Termination Fee will be calculated by taking the sum of the Customer's payments remaining in the Contract Term, adding an estimated removal cost, and subtracting therefrom the sum of avoided costs, including but not limited to maintenance costs, if any, and the estimated salvage value as reasonably determined by the Company. In the event of any termination of this Contract before the end of the Contract Term, the Company shall also be compensated for all Services provided to Customer prior to the effective date of termination, and for all costs reasonable incurred by the Company in preparation for the providing of Services prior to the effective date of any termination of this Contract or any termination of Services being provided pursuant to this Contract. If the Customer fails to maintain necessary credit support, if any, Company shall have the right to terminate the Contract, exercise any rights thereunder, and proceed against any credit support provided by the Customer in connection with the Contract.

910. End of Contract

At the end of the Contract Term the Customer shall have the option to a) renew the terms of this Contract for an agreed upon period at an agreed upon price between the Company and the Customer, b) purchase equipment, if any, that has been installed on Customer's premises at an agreed upon price, or c) terminate this Contract which will require removal of any equipment owned and installed by the Company for the purpose of providing the Services. If the Company does not receive Customer's written confirmation as to which option is being selected within 60 days prior to the end of the Contract Term or if options (a) or (b) are selected but the parties have failed to reach agreement upon the renewal term or the price to be paid, Customer will be deemed to have selected option (c) to terminate.

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4011. Warranty

The Company warrants that Services shall be performed in accordance with generally accepted industry practices. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE, AND NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, SHALL APPLY.

The Customer warrants that the premises on which the Company's facilities are to be located is suitable for the location of such facilities. The Customer further warrants that the placing of such facilities on such premises complies with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state or local governmental requirements.

4412. Limitation of Liability and Indemnification

Notwithstanding anything herein to the contrary, neither the Company nor its employees, its subcontractors or suppliers shall be liable for any direct, indirect, general, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder. Further, notwithstanding anything herein to the contrary, in no event shall the Company's liability arising out of or in connection with the performance or non-performance of the Services exceed the Customer's payments received by the Company pursuant to Section 3 above. The provisions of this Section 11 shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise.

The Customer shall arrange its electrical requirements to ensure that the electrical requirement to be supplied when normal service is interrupted will not be greater than the generation capacity. Accordingly, in no event shall the Company be liable for any claims, damages, cost, expenses or causes of action arising out of the failure of the Customer to so arrange its electrical requirements. Further, the Customer shall indemnify, defend and hold harmless the Company from any claims, liabilities, obligations, damages, costs and expenses (including, but not limited to, reasonable attorney's fees) or causes of action of whatsoever kind or nature for injury or death to any person and for damage to or destruction of property, to the extent resulting from the failure of the Customer to so arrange its electrical requirements.

4213. Force Majeure

Except for the Customer's obligation to pay the Company any sum of money owed the Company hereunder, neither party shall be liable for its failure to perform hereunder if such failure is due to any act or circumstance beyond the reasonable control, and not due to the fault or neglect of, of the party claiming the event of force majeure including, but not limited to the following acts or circumstances: (i) act(s) of God, (ii) war or wars, (iii) government regulation by a governmental authority having jurisdiction (including, but not limited to, any law, rule, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency), (iv) act(s) or threatened act(s) of terror, including, but not limited to any acts by organized groups of terrorists or any acts of a public enemy (v) disaster(s) (including, but not limited to, hurricane, tornado, tropical storm, earthquake, or major storm), (vi) any pandemic, epidemic, pestilence, plague, or outbreak, (vii) strike, lockout, or industrial disputes, (viii) civil disorder, riot, or disturbance of the peace, (ix) any third party act for which the party who fails to perform is not responsible, or (x) any other condition or circumstance, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances) beyond the reasonable control and fault of the party claiming the force majeure event.

In the event that either party is rendered unable, wholly or in part, by reason of an event of force majeure to perform any obligations set forth in the Contract, other than the Customer's obligation to pay a sum of money owed hereunder to the Company, then such party shall give the other party written notice and reasonably full particulars of such event as soon as practicable after the occurrence thereof, and thereafter, the obligations of both parties shall be suspended to the extent and for the period of such force majeure condition and such cause shall be remedied with all reasonable dispatch. Settlement of strikes and lockouts shall be entirely within the discretion of the party affected and the requirement that any event of force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the parties directly or indirectly involved in such strikes or lockouts when such course is inadvisable in the discretion of the party having such difficulty.

To the extent the force majeure event causes a delay or an increase in costs or expenses to the Company, the Customer shall be liable to the Company for all increased costs and expenses incurred by the Company as a result of such force majeure event. In no event shall the Company be responsible for any damages arising out of any failure to perform or delay arising as a result of such force majeure event.

4314. Non-Waiver

The failure of either party to insist upon the performance of any term or condition of this Contract 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.

4415. Regulatory Authority and Governing Law

The Services provided under this Contract are subject to the regulatory authority of the Florida Public Service Commission (hereinafter "the FPSC"), and shall also be governed by the laws of the State of Florida. This Contract is subject to changes or substitutions, either in whole or in part, made from time to time by order of the FPSC, and each party to this Contract reserves the right to seek approval of such changes or substitutions, in accordance with law, from the FPSC. Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith.

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4516. Dispute Resolution

The Company and the Customer shall endeavor to resolve any claim or other matter in question between the parties to this Contract arising out of or related in any way to this Contract by negotiation or mutual agreement. The Florida Public Service Commission and/or a court of competent jurisdiction in the State 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 Contract arising out of or related in any way to this Contract, with the Florida Public Service Commission and/or such court having sole and exclusive jurisdiction over any such matters. In no event will any such claim be submitted to arbitration, or to a court in any other jurisdiction, without the express written consent of both Parties.

4617. Entire Agreement

The Contract constitutes the entire understanding between the Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements or understanding between the parties. The parties shall not be bound by or be liable for any statement, prior negotiation, correspondence, representation, promise, draft agreements, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition, or instruction used in this Contract.

4718. 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 Contract.

4819. Severability

In the event any provision, or any part or portion of any provision of this Contract shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Contract is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either party.

IN WITNESS WHEREOF, the parties have duly executed this Contract.

Customer

Duke Energy Florida, ~~Inc~~LLC- d/b/a
Duke Energy Florida

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



DUKE ENERGY FLORIDA, ~~INC~~.LLC
STANDARD INTERCONNECTION AGREEMENT
FOR TIER 1 CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS (10kw or less)

THIS AGREEMENT is made this ____ day of _____, _____, by and between _____ (hereinafter called the Customer), located at the address shown in the attached Application and Compliance Form, and Duke Energy Florida, ~~Inc~~.LLC, a corporation organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Customer has made a request to interconnect its renewable generation Tier 1 system(s), 10 kilowatts or less in total, which is primarily intended to offset part or all of the customer's electricity requirements, with the Company's electric supply grid at the Customer's presently metered location.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

General Responsibilities of Both Parties:

1. The Customer certifies that the system's hardware and its installation, operation and maintenance is in compliance and shall continue to comply with the applicable standards, codes and manufacturer's instructions set forth in the Application and Compliance Form attached hereto and incorporated herein, and that all other information therein provided by the Customer is true and correct. The Customer shall notify the Company in writing of any changes to its system.
2. The Customer shall not be required to pay any application fee for this Tier 1 Customer-owned renewable generation system interconnection.
3. In order to commence the process for interconnection, the Customer shall provide the Company a completed application. Applications can be downloaded from the Company's website: <https://www.duke-energy.com/business/products/renewables/generate-your-own>~~www.progress-energy.com/florida/home/renewable-energy/interconnect.page~~.
4. The Customer is responsible for the protection of its generation 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; and is responsible for insuring that the equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to insure that it is operating correctly and safely.
5. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a 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 applicable codes and standards of IEEE 1547, IEEE 1547.1 and UL 1741.
6. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to item 5 listed above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
7. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
8. The Company recommends that the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000) to the extent permitted by law. For government entities, proof of self-insurance consistent with law shall satisfy this requirement.
9. The total capacity of the Customer generation system(s) does not exceed 90% of the rating of service currently provided to the customer (based on service size, transformer rating, etc.) and has a total gross power rating of 10kw or less.

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10. The Company may isolate the Customer's system from the distribution grid using the manual disconnect switch, if available, or by disconnecting the meter without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the disconnection of the Customer's system are:
- (a) Company utility system emergencies or maintenance requirements.
 - (b) Hazardous conditions existing on the Company's utility system due to the operation of the Customer's generation or protective equipment as determined by the Company.
 - (c) Adverse electrical effects (such as power quality problems) on the electrical equipment of the company's other electric consumers caused by the Customer's generation as determined by the Company.

In the event the Company disconnects the Customer's system without prior notice, the Company will leave a door hanger notifying the customer of the disconnection including an explanation of the conditions requiring such action.

11. The Customer, to the extent permitted by law without waiving or limiting any defenses of sovereign immunity, shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company's system, except when the loss occurs due to the negligent actions of the Customer. Nothing herein shall be intended to serve as a waiver or limitation of Customer's sovereign immunity defenses as allowed by law.
12. Prior to connection and parallel operation of the Customer's generation system with the Company's electric system, the Customer shall provide 10 days notice and permit the Company, if it should so choose, to inspect the system and its component equipment and the documents necessary to insure compliance with various sections of this Agreement and to have personnel present on the in-service date of the Customer's generation system equipment and protective apparatus.
13. 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 generation system. Specifically, any company inspection of the Customer's system shall not be construed as confirming or endorsing the Customer's system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any of the Customer's equipment or procedures.
14. 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. The value of such excess generation shall be reflected on the Customer's bill based on the Company's applicable net metering for customer-owned renewable generation tariff approved by the Florida Public Service Commission. ~~This tariff can be found at the Company's website~~ www.progress-energy.com/florida/home/renewable-energy/interconnect.page.
15. In the event the Company elects to install a manual disconnect switch, it shall be at the Company's expense. The Company installed disconnect switch shall be the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generator and any Customer wiring connected to the Company's system. The disconnect switch shall be mounted separate from, but adjacent to the Company's meter socket. The Customer shall ensure that such disconnect switch shall remain readily accessible to the Company and be capable of being locked in the open position with a single Company utility lock.
16. On termination of services pursuant to this Agreement, the Company shall 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 generation system and any associated equipment from the Company's electric supply system, and notify the Company that the isolation is complete.

Inspection and On-going Compliance:

17. The Company will provide the Customer with as much notice as reasonably possible, either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspections 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. At any time without notice in the event of emergency or hazardous conditions, the Company shall have access to the customers premise to operate a manual disconnect switch or disconnect the meter.

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INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS
 TO DUKE ENERGY FLORIDA, INC ELECTRIC GRID
 APPLICATION AND COMPLIANCE FORM

FOR TIER 1 SYSTEMS (10 KW or less)

A. Applicant Information	
Name: _____	DEF Account No.: _____
Mailing Address: _____	
City: _____	Zip Code: _____
Street Address (if different): _____	
Daytime Phone: _____	Fax: _____ Email: _____
B. System Information	
System 1 Information (please check): Wind <input type="checkbox"/> Solar <input type="checkbox"/> Other (please state type) _____	
System Name/Model: _____	System Capacity: _____ watts (DC)
List Manufacturer/Model for:	
Generator/modules: _____	Inverter: _____ Batteries <input type="checkbox"/> Yes <input type="checkbox"/> No
Total Battery Capacity kW DC: _____	Manufacturer Names and Model #: _____
System Location: _____	Inverter Location: _____
Permission to monitor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
System 2 Information (please check): Wind <input type="checkbox"/> Solar <input type="checkbox"/> Other (please state type) _____	
System Name/Model: _____	System Capacity: _____ watts (DC)
List Manufacturer/Model for:	
Generator/modules: _____	Inverter: _____ Batteries <input type="checkbox"/> Yes <input type="checkbox"/> No
Total Battery Capacity kW DC: _____	Manufacturer Names and Model #: _____
System Location: _____	Inverter Location: _____
Permission to monitor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
C. Installation Contractor Information	
Installation Contractor: _____, FL License No.: _____	
Address: _____	
City: _____, Zip Code: _____	
Daytime Phone: _____ Fax: _____ Email: _____	
Proposed Installation Date: _____	
D. Hardware and Installation Compliance	
1. The system hardware is in compliance with <i>Underwriters Laboratories (UL) 1741, and IEEE 1547 standards for utility interconnected inverters.</i>	
Signed (Contractor): _____	Date: _____
Name (Print): _____	Company: _____
E. Owner Acknowledgment	
The system has been installed to my satisfaction and I have been given system warranty information, and an operation manual. Also, I have been thoroughly instructed in the operation and maintenance of the system.	
Signed (Owner): _____	Date: _____
F. Electrical Code Inspection	
Satisfies Code Requirements	
Inspector Name (Print): _____	Date: _____
Inspector Signature: _____	Date: _____
G. Duke Energy Florida, Inc. Approval	
Satisfies DEF Interconnection Requirements	
DEF Representative Name (Print): _____	Phone: _____
DEF Representative Signature: _____	Date: _____



DUKE ENERGY FLORIDA, ~~INC-LLC~~
STANDARD INTERCONNECTION AGREEMENT
FOR TIER 2 CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS (>10kw, <= 100kw)

THIS AGREEMENT is made this ____ day of _____, _____, by and between _____ (hereinafter called the Customer), located at the address shown in the attached Application and Compliance Form, and Duke Energy Florida, ~~Inc-LLC~~, a corporation organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Customer has made a request to interconnect its renewable generation Tier 2 system(s), more than 10 kilowatts or less than or equal to 100 kilowatts in total, which is primarily intended to offset part or all of the customer's electricity requirements, with the Company's electric supply grid at the Customer's presently metered location.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

General Responsibilities of Both Parties:

1. The Customer certifies that the system's hardware and its installation, operation and maintenance is in compliance and shall continue to comply with the applicable standards, codes and manufacturer's instructions set forth in the Application and Compliance Form attached hereto and incorporated herein, and that all other information therein provided by the Customer is true and correct. The Customer shall notify the Company in writing of any changes to its system.
2. The Customer shall pay an application fee of \$240 for this Tier 2 Customer-owned renewable generation system interconnection.
3. In order to commence the process for interconnection, the Customer shall provide the Company a completed application. Applications can be downloaded from the Company's website: <https://www.duke-energy.com/business/products/renewables/generate-your-ownwww.progress-energy.com/florida/home/renewable-energy/interconnect.page>.
4. The Customer is responsible for the protection of its generation 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; and is responsible for insuring that the equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to insure that it is operating correctly and safely.
5. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a 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 applicable codes and standards of IEEE 1547, IEEE 1547.1 and UL 1741.
6. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to item 5 listed above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
7. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
8. The Company requires that the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000) to the extent permitted by law. The Customer shall provide the Company proof of continuing insurance coverage on an annual basis. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.
9. The total capacity of the Customer generation system(s) does not exceed 90% of the rating of service currently provided to the customer (based on service size, transformer rating, etc.) and has a total gross power rating of greater than 10kw up to 100kw.

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ISSUED BY: Javier J. Portuondo, ~~Director~~**Vice President**, Rates & Regulatory Strategy – FL
NMRG – Tier 2

EFFECTIVE: ~~April 29, 2013~~**January 1, 2022**

10. The Company may isolate the Customer's system from the distribution grid using the manual disconnect switch without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the disconnection of the Customer's system are:
- (a) Company utility system emergencies or maintenance requirements.
 - (b) Hazardous conditions existing on the Company's utility system due to the operation of the Customer's generation or protective equipment as determined by the Company.
 - (c) Adverse electrical effects (such as power quality problems) on the electrical equipment of the company's other electric consumers caused by the Customer's generation as determined by the Company.
 - (d) Failure of the Customer to maintain the required insurance coverage.

In the event the Company disconnects the Customer's system without prior notice, the Company will leave a door hanger notifying the customer of the disconnection including an explanation of the conditions requiring such action.

11. The Customer, to the extent permitted by law without waiving or limiting any defenses of sovereign immunity, shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company's system, except when the loss occurs due to the negligent actions of the Customer. Nothing herein shall be intended to serve as a waiver of limitation of Customer's sovereign immunity defenses as allowed by law.
12. Prior to connection and parallel operation of the Customer's generation system with the Company's electric system, the Customer shall provide 10 days notice and permit the Company, if it should so choose, to inspect the system and its component equipment and the documents necessary to insure compliance with various sections of this Agreement and to have personnel present on the in-service date of the Customer's generation system equipment and protective apparatus.
13. 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 generation system. Specifically, any company inspection of the Customer's system shall not be construed as confirming or endorsing the Customer's system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any of the Customer's equipment or procedures.
14. 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. The value of such excess generation shall be reflected on the Customer's bill based on the Company's applicable net metering for customer-owned renewable generation tariff approved by the Florida Public Service Commission. ~~This tariff can be found at the Company's website — www.progress-energy.com/florida/home/renewable-energy/interconnect.page.~~
15. The Customer must install a manual AC load break disconnect switch at their expense which shall be mounted separate from, but adjacent to the Company's meter socket. The Customer shall ensure that such disconnect switch shall remain readily accessible to the Company and be capable of being locked in the open position with a single Company utility lock.
16. On termination of services pursuant to this Agreement, the Company shall 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 generation system and any associated equipment from the Company's electric supply system, and notify the Company that the isolation is complete.

Inspection and On-going Compliance:

17. The Company will provide the Customer with as much notice as reasonably possible, either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspections 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. At any time without notice in the event of emergency or hazardous conditions, the Company shall have access to the customers premise to operate the manual disconnect switch.

Modifications/Additions to Customer-owned Renewable Generation:

18. If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify the Company by submitting a new application specifying the modification at least thirty days prior to making the modification.

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DUKE ENERGY FLORIDA, ~~INC.~~LLC
STANDARD INTERCONNECTION AGREEMENT
FOR TIER 3 CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS (>100kw, <= 2mw)

THIS AGREEMENT is made this ____ day of _____, _____, by and between _____ (hereinafter called the Customer), located at the address shown in the attached Application and Compliance Form, and Duke Energy Florida, ~~Inc.~~LLC, a corporation organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Customer has made a request to interconnect its renewable generation Tier 3 system(s), more than 100 kilowatts or less than or equal to 2 megawatts in total, which is primarily intended to offset part or all of the customer's electricity requirements, with the Company's electric supply grid at the Customer's presently metered location.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

General Responsibilities of Both Parties:

1. The Customer certifies that the system's hardware and its installation, operation and maintenance is in compliance and shall continue to comply with the applicable standards, codes and manufacturer's instructions set forth in the Application and Compliance Form attached hereto and incorporated herein, and that all other information therein provided by the Customer is true and correct. The Customer shall notify the Company in writing of any changes to its system.
2. The Customer shall pay an application fee of \$750 for this Tier 3 Customer-owned renewable generation system interconnection.
3. In order to commence the process for interconnection, the Customer shall provide the Company a completed application. Applications can be downloaded from the Company's website: <https://www.duke-energy.com/business/products/renewables/generate-your-own>~~www.progress-energy.com/florida/home/renewable-energy/interconnect.page~~.
4. The Customer is responsible for the protection of its generation 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; and is responsible for insuring that the equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to insure that it is operating correctly and safely.
5. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a 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 applicable codes and standards of IEEE 1547, IEEE 1547.1 and UL 1741. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to item 5 listed above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
6. The Company requires that the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000). The Customer shall provide the Company proof of continuing insurance coverage on an annual basis to the extent permitted by law. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.
7. The total capacity of the Customer generation system(s) does not exceed 90% of the rating of service currently provided to the customer (based on service size, transformer rating, etc.) and has a total gross power rating of greater than 100kw up to 2mw.

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8. The Company may isolate the Customer's system from the distribution grid using the manual disconnect switch without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the disconnection of the Customer's system are:
- (a) Company utility system emergencies or maintenance requirements.
 - (b) Hazardous conditions existing on the Company's utility system due to the operation of the Customer's generation or protective equipment as determined by the Company.
 - (c) Adverse electrical effects (such as power quality problems) on the electrical equipment of the company's other electric consumers caused by the Customer's generation as determined by the Company.
 - (d) Failure of the Customer to maintain the required insurance coverage.
- In the event the Company disconnects the Customer's system without prior notice, the Company will leave a door hanger notifying the customer of the disconnection including an explanation of the conditions requiring such action.
9. The Customer, to the extent permitted by law without waiving or limiting any defenses of sovereign immunity, shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company's system, except when the loss occurs due to the negligent actions of the Customer. Nothing herein shall be intended to serve as a waiver of limitation of Customer's sovereign immunity defenses as allowed by law.
10. Prior to connection and parallel operation of the Customer's generation system with the Company's electric system, the Customer shall provide 10 days notice and permit the Company, if it should so choose, to inspect the system and its component equipment and the documents necessary to insure compliance with various sections of this Agreement and to have personnel present on the in-service date of the Customer's generation system equipment and protective apparatus.
11. 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 generation system. Specifically, any company inspection of the Customer's system shall not be construed as confirming or endorsing the Customer's system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any of the Customer's equipment or procedures.
12. 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. The value of such excess generation shall be reflected on the Customer's bill based on the Company's applicable net metering for customer-owned renewable generation tariff approved by the Florida Public Service Commission. ~~This tariff can be found at the Company's website www.progress-energy.com/florida/home/renewable-energy/interconnect.page.~~
13. The Customer must install a manual AC load break disconnect switch at their expense which shall be mounted separate from, but adjacent to the Company's meter socket. The Customer shall ensure that such disconnect switch shall remain readily accessible to the Company and be capable of being locked in the open position with a single Company utility lock.
14. On termination of services pursuant to this Agreement, the Company shall 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 generation system and any associated equipment from the Company's electric supply system, and notify the Company that the isolation is complete.

Inspection and On-going Compliance:

15. The Company will provide the Customer with as much notice as reasonably possible, either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspections 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. At any time without notice in the event of emergency or hazardous conditions, the Company shall have access to the customers premise to operate the manual disconnect switch.

Modifications/Additions to Customer-owned Renewable Generation:

16. If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify the Company by submitting a new application specifying the modification at least thirty days prior to making the modification.

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**DUKE ENERGY FLORIDA, LLC INC.
ECONOMIC DEVELOPMENT RIDER**

Service Agreement

For a New Establishment or an Existing Establishment with Expanding Load

CUSTOMER NAME

ADDRESS

TYPE OF BUSINESS

The Customer hereto agrees as follows:

1. To create _____ full - time jobs or new capital investment of \$ _____ and a net increase of full - time jobs.
2. That the quantity of new or expanded load shall be _____ KW of demand with a _____ % load factor.
3. Type of business and expected hours of operation are _____.
4. To initiate service under this rider on _____, _____, and terminate service under this rider on _____, _____. This shall constitute a period of 5 years.
5. In case of early termination by the Customer, or an early discontinuation by the Company for a violation of the terms and conditions of this rider, the Customer shall be required to repay Duke Energy Florida, LLC Inc. the cumulative discounts received to date under this rider plus interest.
6. 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 ED-24 and continue the schedule of rate reductions.
7. All terms of Rate Schedule ED-24, Economic Development Rider, apply to this agreement and are incorporated by reference herein.

By signing below, I hereby attest that the availability of this rider is a significant factor in this Customer's location / expansion decision.

Signed: _____
Customer

Accepted by: _____
Duke Energy Florida, LLC Inc.

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____