

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: February 16, 2018

TO: Office of Commission Clerk (Stauffer)

FROM: Division of Engineering (Mtenga) *MMK POE [Signature] TB*
Division of Economics (Draper) *EAD [Signature]*
Office of the General Counsel (Dziechciarz) *RD CM [Signature] TLT*

RE: Docket No. 20170252-EI – Petition for approval of experimental curtailable demand-side management program, by Gulf Power Company.

AGENDA: 03/01/18 – Tariff Filing – Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Clark

CRITICAL DATES: 60-Day Tariff Suspension waived until 03/01/2018

SPECIAL INSTRUCTIONS: None

Case Background

On May 16, 2017, the Florida Public Service Commission (Commission) issued Order No. PSC-2017-0178-S-EI, approving a Stipulation and Settlement Agreement (Settlement) which resolved all outstanding issues in the Gulf Power Company (Gulf or Company) 2016 base rate proceeding.¹ On November 28, 2017, as a result of section 19 of the Settlement, Gulf filed a petition for approval of its experimental Curtailable Load program as part of its Demand-Side Management (DSM) plan. The proposed rate rider and associated tariffs are shown in Attachment A.

¹Order No. PSC-2017-0178-S-EI, issued May 16, 2017, in Docket No. 20160186-EI, *In re: Petition for Rate Increase by Gulf Power Company*. An updated settlement agreement was filed on February 14, 2018, in Docket Nos. 20160186-EI and 20160170-EI, which will be addressed at a later Commission proceeding. This agreement only addresses changes to the tax code and does not impact the program addressed here.

Docket No. 20170252-EI

Date: February 16, 2018

The Commission has jurisdiction over this matter pursuant to Sections 366.80 through 366.83 and 403.519, Florida Statutes.

Discussion of Issues

Issue 1: Should the Commission approve Gulf Power Company's request to include its experimental Curtailable Load program and associated tariffs in the Company's DSM plan?

Recommendation: Yes. The Curtailable Load program fulfills a requirement of the Settlement reached in Gulf's 2016 base rate proceeding. It fulfills the policy objectives of the Florida Energy Efficiency and Conservation Act (FEECA), it is directly monitorable, yields measurable results and it is cost effective. Staff recommends approval of Gulf's proposed experimental Curtailable Load program and associated tariffs. (Mtenga)

Staff Analysis: The criteria used to review the appropriateness of DSM programs are: (1) whether the program advances the policy objectives of the FEECA and its implementing rules; (2) whether the program is directly monitorable and yields measurable results; and (3) whether the program is cost-effective.² Staff has reviewed Gulf's petition for its experimental Curtailable Load program and it appears to be consistent with these criteria.

Program Description

The Curtailable Load program is available to industrial and commercial customers who take service under rates LP, LPT, PX, or PXT. This program provides qualifying customers capacity payments for load which can be curtailed during certain conditions. Customers who qualify for the program must commit to a minimum non-firm demand reduction of 4,000 kilowatts (kW). A customer must execute a Curtailable Load Service Agreement (CL Service Agreement) for a term of 10 years beyond the anticipated in-service date of Gulf's next generation capacity need in 2023. Multiple accounts may be combined to meet the demand and load factor requirements provided that the demand response is coordinated from a single location and a single point of contact is provided to Gulf for notification. The program is only applicable to locations at which the interruption of electric service will primarily affect only the customer and will not significantly affect members of the general public, nor interfere with functions performed for the protection of public health or safety unless adequate on-site backup generation is available. The program will be closed to additional customers when the total non-firm demand subject to CL Service Agreements reaches 50 megawatts.

A curtailment period may be designated by Gulf when non-firm demand curtailment is necessary to alleviate any conditions that could lead to the interruption of power supply in the local area or region. Gulf expects to provide at least 30 minutes advance notice of the curtailment period. Gulf may terminate service under the program at any time for the customer's failure to comply with the terms and conditions of the CL Service Agreement. An incident of non-compliance will be considered to have occurred if the customer's maximum integrated 15 minute demand to the nearest kW during a curtailment period is greater than the firm demand. Customers may terminate their CL Service Agreement without penalty or liability by providing the Company with at least five years advance written notice, which staff deems sufficient for planning purposes to acquire or build firm capacity. The program as described meets the requirement of

²Order No. 22176, issued November 14, 1989, in Docket No. 890737-PU, *In re: Implementation of section 366.80-85 Florida Statutes, Conservation Activities of Electric and Natural Gas Utilities.*

the Settlement to offer a curtailable rate program. In response to staff's data request, Gulf stated that the signatories to the Settlement did not indicate any material concerns with the petition.

FEECA Policy Objectives/Program Monitoring and Evaluation

FEECA emphasizes reducing the growth rate of peak demand and reducing and controlling growth rates of electricity consumption. The program allows qualified customers an incentive to decrease their firm peak demand. Customers taking service under the program will initially receive a monthly bill credit of \$3.35 per kW which is subject to curtailment. This initial monthly credit was determined by Gulf to be the maximum recurring monthly credit that would not cause the programs costs to be higher than the benefits realized from the avoided capacity. The bill credit amount will be subject to review and adjustment in the Company's Energy Conservation Cost Recovery (ECCR) Clause proceedings. The program is experimental in nature with a December 31, 2021, termination date unless Gulf files for an extension through the Commission. Gulf will use several criteria in evaluating this program. These include: customers' interest in the program, customers' responses to curtailment periods, program implementation and management costs and the Company's capacity needs.

Cost-Effectiveness Review

Pursuant to Rule 25-17.008, Florida Administrative Code, Gulf provided a cost-effectiveness analysis of the program using the Participant test, the Rate Impact Measure (RIM) test, and the Total Resource Cost (TRC) test. The Participant test analyzes the costs and benefits from a program participants' point of view. The RIM test ensures that all ratepayers will benefit from a proposed DSM program, not just the program participants. The TRC test measures the overall economic efficiency of a DSM program from a system perspective. Each test estimates the benefits and costs, and the program is determined to be cost-effective if the ratio of benefits to costs is greater than one. Staff has reviewed the assumptions associated with Gulf's program savings and recommends that they are reasonable. Table 1-1 below shows the results for cost-effectiveness for the Rate Rider program.

**Table 1-1
Cost-Effectiveness Test Results**

Participant Test	RIM Test	TRC Test
∞	1.00	17.11

Source: Gulf's Petition

Gulf anticipates current customers receiving service under the Critical Peak Option for Rate LPT to be likely participants in the program, which would result in an increase of approximately \$134,000 to the ECCR clause in 2018. The estimated monthly rate impact to the ECCR factor for this scenario is \$0.02/1,000 kWh for a residential customer. The impact to the ECCR clause for 1000 kWh if all 50 MW are subscribed is \$0.15 per customer.

Conclusion

The Curtailable Load program fulfills a requirement of the Settlement reached in Gulf's last base rate proceeding. It fulfills the policy objectives of FEECA, it is directly monitorable, yields measurable results and it is cost effective. Staff recommends approval of Gulf's proposed experimental Curtailable Load program and associated tariffs.

Issue 2: Should this docket be closed?

Recommendation: Yes. This docket should be closed and the tariffs shall become effective upon the issuance of the consummating order unless a person whose substantial interests are affected by the Commission's decision files a protest within 21 days of the issuance of the consummating order. If a timely protest is filed, the tariffs should not go into effect, pending resolution of the protest. (Dziechciarz)

Staff Analysis: This docket should be closed and the tariffs shall become effective upon the issuance of the consummating order unless a person whose substantial interests are affected by the Commission's decision files a protest within 21 days of the issuance of the consummating order. If a timely protest is filed, the tariffs should not go into effect, pending resolution of the protest.



Section No. VI
Original Sheet No. 6.105

**Rate Rider CL
CURTAILABLE LOAD
LIMITED AVAILABILITY EXPERIMENTAL RIDER
(OPTIONAL RIDER)**

PAGE 1 of 5	EFFECTIVE DATE
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AVAILABILITY:

Available throughout the entire territory served by the Company to Customers receiving electric service under Rate Schedules LP, LPT, PX, and PXT that commit to a minimum Non-Firm Demand of 4,000 kW. Customers cannot participate in Rate Rider CL in conjunction with the Critical Peak Option for Rate LPT. Service under this rate schedule is subject to installation of equipment necessary for implementation.

This Rider will be closed to further subscription when the total Non-Firm Demand subject to executed Curtailable Load Service Agreements reaches 50 MW. Excepting contracts which have been signed before the termination date, service under this Rider shall terminate on December 31, 2021, unless extended by order of the Florida Public Service Commission.

APPLICABILITY:

This Rider is applicable to any Customer whose actual measured demand through one or more accounts is not less than 4,000 kW during the previous 12 months and who maintains an annual load factor of not less than sixty percent (60%). Multiple accounts may be combined to meet the demand and load factor requirements provided the demand response is coordinated from a single location and a single point of contact is provided to the Company for notification. Participating Customers are required to execute a Curtailable Load Service Agreement with the Company.

This Rider is also applicable only to premises at which an interruption of electric service will primarily affect only the Customer, its employees, agents, lessees, tenants or business guests, and will not significantly affect members of the general public, nor interfere with functions performed for the protection of public health or safety unless adequate on-site backup generation is available.

This Rider is offered in conjunction with the rates, terms, and conditions of the rate schedule under which the Customer takes service and affects the total bill only to the extent that the rates, terms, and conditions under this Rider differ from the rates, terms, and conditions of such rate schedule.

ISSUED BY: S.W. Connally, Jr.



Section No. VI
Original Sheet No. 6.106

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(Continued from Rate Rider CL, Sheet No. 6.105)

DETERMINATION OF CURTAILMENT PERIODS:

A curtailment period may be designated by the Company when Non-Firm Demand curtailment is necessary to alleviate any conditions that could lead to the interruption of power supply in the Southern Balancing Area, a local area or a region. Such conditions include, but are not limited to, those where curtailment is necessary to prevent capacity or energy emergencies and avert potential widespread power outages, facility overloads or voltage collapse. The curtailment period designation will follow Company-applicable NERC, regional, state, public service commission or local standards or guidelines. Typically, the Company will provide advance notice of 30 minutes or more prior to a curtailment period. If requested, the Company will respond to inquiries from the Customer regarding a curtailment period and provide requested information regarding the event to the extent such information is not confidential, proprietary, or non-public transmission information.

COMPLIANCE INCENTIVE:

The Company may terminate service under this Rider at any time for the Customer's failure to comply with the terms and conditions of this Rider or the Curtailable Load Service Agreement. In such event, the Company shall be entitled to immediately suspend future monthly credits under this Rider and bill the Customer for the total value of the credits received during the lesser of: (i) the prior 60 months; (ii) the number of months which have elapsed since the occurrence of the most recent curtailment period; or (iii) the number of months which have elapsed since the Customer began service under this Rider.

An incident of non-compliance will be considered to have occurred if the Customer's maximum integrated fifteen (15) minute demand to the nearest kilowatt (kW) during a curtailment period or test period is greater than the Firm Demand.

ISSUED BY: S.W. Connally, Jr.



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Original Sheet No. 6.107

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(Continued from Rate Rider CL, Sheet No. 6.106)

DETERMINATION OF FIRM DEMAND AND NON-FIRM DEMAND:

Firm Demand is defined as the amount of demand that the Customer's measured demand cannot exceed during a curtailment period or test period.

Non-Firm Demand is defined as the amount of demand that the Customer agrees to reduce during a curtailment period or test period.

The Customer's Firm Demand and Non-Firm Demand shall be established in the Curtailable Load Service Agreement with the Company. The sum of a Customer's Firm Demand and Non-Firm Demand shall not exceed the Customer's maximum measured demand. If the sum of a Customer's Firm Demand and Non-Firm Demand exceeds the Customer's maximum measured demand during a year, the Non-Firm Demand for the following year will be reduced by the difference. The contracted Firm and Non-Firm Demand may be adjusted proactively by mutual agreement of the Customer and the Company.

CREDIT:

Monthly credits will be paid to the Customer based on the product of the Non-Firm Demand and Credit Value as specified in the Curtailable Load Service Agreement. Should the sum of a Customer's Firm Demand and Non-Firm Demand exceed the Customer's maximum measured demand during a year, the subsequent monthly credits for the following year will be reduced by the difference between the sum of the Customer's Non-Firm Demand and Firm Demand and the Customer's maximum measured demand for the prior year multiplied by the Credit Value.

DEMONSTRATION PERIOD:

Prior to the Customer taking service under this Rider, the Customer must demonstrate their ability to reduce their electrical demand to a level equal to, or below, their Firm Demand as specified in the Curtailable Load Service Agreement. The Customer will be notified 30 minutes prior to the required demonstration period. The demonstration period will occur within 30 days of the Company being notified by the Customer that it wishes to take service under this Rider. The demonstration will be for a period of no more than two consecutive hours.

ISSUED BY: S.W. Connally, Jr.



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Original Sheet No. 6.108

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(Continued from Rate Rider CL, Sheet No. 6.107)

SPECIAL PROVISIONS:

1. Service under this Rider is not available to a Customer whose premises are designated by one or more governmental agencies for use as a public shelter during a natural disaster and/or a declared state of emergency.
2. Credits under this Rider shall commence after the successful demonstration of demand reduction by the Customer as determined by the Company.
3. The Company reserves the right to test the Customer's ability to comply with the provisions of this Rider for a one-hour test period if there has not been a curtailable period or demonstration period for the Customer during the previous 12 months. These test periods will not be considered curtailable periods.
4. If the Customer terminates participation prior to the expiration of their full contract term, the Customer will not be allowed to participate in this program for two subsequent years.
5. Customers who exit the program prior to the full expiration of their full contract term and who subsequently re-enter the program may only take service under the terms of their original contract until its expiration.
6. Customers taking service under negotiated contracts may participate in Rider CL provided that such participation is explicitly permitted in the Customer's executed contract.

TERM OF SERVICE:

Service under this Rider requires a Curtailable Load Service Agreement having a term of 10 years beyond the anticipated in-service date of the Company's Avoided Unit or Resource. Customers may terminate their Curtailable Load Service Agreement without penalty or liability by providing the Company with at least five (5) years advanced written notice. In such event, the Curtailable Load Service Agreement will automatically terminate on the day following the fifth anniversary of the date of the Customer's termination notice.

If the Customer ceases taking service under the Rider prior to the expiration of the full contract term and without the required advanced written notification, the Company will bill the Customer for the total value of the credits received during a period equal to the lesser of: (i) the prior 60 months; (ii) the number of months which have elapsed since the occurrence of the most recent curtailment period; or (iii) the number of months which have elapsed since the Customer began service under this Rider.

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

ISSUED BY: S.W. Connally, Jr.



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TAX ADJUSTMENT:
See Sheet No. 6.37

FRANCHISE FEE BILLING:
See Sheet No. 6.37

ENERGY CONSERVATION:
See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT:
See Sheet No. 6.37

PAYMENT OF BILLS:
See Sheet No. 6.37

ISSUED BY: S.W. Connally, Jr.

Section No. VII
Original Sheet No. 7.66

CURTAILABLE LOAD SERVICE AGREEMENT

Form 30

This Agreement is made this _____ day of _____,
by and between _____ (the "Customer")
located at _____ in
_____, Florida and Gulf Power Company, a Florida corporation (the
"Company" or "Gulf Power").

WITNESSETH

That for and in consideration of the mutual covenants and agreements set forth herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take service under rate schedule _____ and the Curtailable Load Experimental Rider CL (the "Curtailable Rider") (attached as Exhibit "A" and incorporated herein by reference) as currently approved by the Florida Public Service Commission (the "FPSC") or as said rate schedule or rider may be modified in the future and approved by the FPSC.
2. The Customer and the Company will, throughout the term of this Agreement, comply with all of the terms and conditions of the Curtailable Rider.
3. The Customer's Firm Demand for purposes of the Curtailable Rider shall be set at _____ kW. Unless otherwise modified in accordance with the terms of the Curtailable Rider, the Firm Demand shall not be subject to change during the term of this Agreement.
4. The Customer's Non-Firm Demand for purposes of the Curtailable Rider shall be set at _____ kW. Unless otherwise modified in accordance with the terms of the Curtailable Rider, the Non-Firm Demand shall not be subject to change during the term of this Agreement. Upon receipt of notice from the Company, the Customer agrees to curtail its Non-Firm Demand during all curtailment periods and test periods designated by the Company.
5. In consideration of the Customer's agreement to curtail its Non-Firm Demand, the Company will provide the Customer with a monthly billing credit of \$ _____ per kW for each kW of Non-Firm Demand identified in section 4 above. Unless otherwise modified in accordance with the terms of the Curtailable Rider, the amount of the foregoing billing credit shall not be subject to change during the term of this Agreement.
6. The Company will endeavor to provide at least thirty (30) minutes advance notice to the Customer of the time the curtailment period begins. Such notice may be electronic, oral or written. The Company shall not be responsible for the Customer's failure to receive or act upon such notice. Upon request, the Customer will provide the Company with the following information to facilitate delivery of all communications relating to curtailment periods and designate the preferred manner of communication, which will be the manner of communication the Company initially uses when seeking to curtail load:

ISSUED BY: S. W. Connally, Jr.

Effective:

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Original Sheet No. 7.67

Form 30 (Continued)

Name of Contact Person(s);
Office and/or Cellular Telephone Number(s); and
Email Address(es)

The Customer will notify the Company immediately should there be a need to change contact information. Any changes to the above manner of communication made by the Customer or the Company shall be made in writing.

For all office and cellular telephone numbers and email addresses provided by the Customer to the Company, the Customer authorizes the Company to deliver or cause to be delivered all notices and messages associated with the Curtailable Rider, any of which may be through the use of an automatic telephone dialing system or an artificial or prerecorded voice. Delivery of an artificial message, prerecorded message or human voicemail shall constitute effective notice for purposes of the notice requirements under this Agreement. Further, in the event that any office or cellular telephone number provided to the Company by the Customer is a personal (as opposed to Customer issued) telephone number for individual employees, agents or representatives of the Customer, then the Customer hereby certifies to the Company that such individual user has provided the Customer with express prior written consent to receive communications from the Company on behalf, or for the benefit, of the Customer, as well as express prior written consent to receive communications from the Customer itself. The Customer understands and acknowledges that it is not required to agree to receive promotional messages as a condition of taking service under the Curtailable Rider. In the event that a telephone number provided to the Company by Customer is reassigned, disconnected or belongs to an individual whose relation to the Customer is terminated or otherwise discontinued, the Customer shall immediately notify Company that said number should be removed from the Company's notification list.

7. The Customer assumes full responsibility for any loss of product or production, business loss of any kind, equipment damage, injury to employees or others, inconvenience, or any other damages experienced as result of the curtailment of electric service.

8. The term of this Agreement shall commence on _____, _____, _____ and end on _____, _____, _____; provided, however, that the Customer may terminate this Agreement prior to the expiration of its term without penalty or further obligation by providing the Company with at least 60 months advanced written notice. Upon the expiration of the term of this Agreement, the Customer may choose to enter into a new Curtailable Load Service Agreement pursuant to the terms and conditions of the Curtailable Rider or any successors thereto. The Customer acknowledges the Company's need for generation planning lead time and that the Company has depended upon the Customer to provide written notice in advance of termination of the Customer's obligation to remain a Curtailable Rider program participant.

9. This Agreement may be terminated if termination is required in order to comply with regulatory rulings.

ISSUED BY: S. W. Comally, Jr.

Effective:

Section No. VII
Original Sheet No. 7.68

Form 30 (Continued)

10. The failure or delay by either party in exercising any rights or remedies, either provided herein or by law, shall not be deemed to constitute a waiver of any provisions hereof.
11. This Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Company and the Customer, with respect to the matters contained herein and constitutes the entire agreement of the parties. This Agreement incorporates by reference the terms of the tariff filed with the FPSC by the Company, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.
12. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this Agreement is assigned, which may be done provided that the assignee is qualified to take service under the Curtailable Rider, the Customer will notify the Company prior to the effective date of the assignment.
13. Any modifications to this Agreement must be approved, in writing, by the Company and the Customer.
14. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

IN WITNESS WHEREOF, the Customer and the Company have executed this Agreement the day and year first written above.

Charges and Terms Accepted:

GULF POWER COMPANY

Customer Name

By: _____
(Signature)

By: _____
Signature (Authorized Representative)

(Print or type name)

(Print or type name)

Title: _____

Title: _____

Attest: _____

ISSUED BY: S. W. Connally, Jr.

Effective:



~~Twenty-Ninth-Thirtieth~~ Revised Sheet No. ii
 Canceling ~~Twenty-Eighth-Ninth~~ Revised Sheet No.
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	GSD - General Service - Demand
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	OS - Outdoor Service
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	CR - Cost Recovery Clause - Fossil Fuel & Purchased Power
	PPCC - Purchased Power Capacity Cost Recovery Clause
	ECR - Environmental Cost Recovery Clause
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	FLAT-1 - Residential/Commercial FlatBill
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	PXT - Large High Load Factor Power Service - Time-of-Use Conservation (Optional)
	SBS - Standby and Supplementary Service
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	RSVP - Residential Service Variable Pricing
	SP - Surge Protection
	RTP - Real Time Pricing
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	BERS - Building Energy Rating System (BERS)
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	LBIR - Large Business Incentive Rider (Optional Rider)
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	SBIR - Small Business Incentive Rider (Optional Rider)
	RSTOU - Residential Service - Time-of-Use
	CS - Community Solar (Optional Rider)
	XLBIR - Extra-Large Business Incentive Rider (Optional Rider)
	<u>CL - Curtailable Load (Optional Rider)</u>

ISSUED BY: S. W. Connally, Jr.



Gulf Power

~~Fourth-Fifth~~ Revised Sheet No. iv
 Canceling ~~Third-Fourth~~ Revised Sheet No. iv

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ISSUED BY: S. W. Connally, Jr.



Section No. VI
 Thirty-~~Second~~^{Third} Revised Sheet No. 6.2
 Canceling Thirty-~~First~~^{Second} Revised Sheet No. 6.2

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

ISSUED BY: S. W. Connally, Jr.



Section No. VI
 Twenty-~~Seventh~~^{Eighth} Revised Sheet No. 6.38
 Canceling Twenty-~~Sixth~~^{Seventh} Revised Sheet No. 6.38

**RATE SCHEDULE ECC
 COST RECOVERY CLAUSE
 ENERGY CONSERVATION**

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APPLICABILITY:

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

**DETERMINATION OF ENERGY CONSERVATION COST RECOVERY CLAUSE
 ADJUSTMENT:**

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

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

Energy Conservation Cost Recovery Clause factors are shown below:

Rate Schedule	Energy Conservation Cost Recovery Factor ¢/kWh
RS	0.140
RSVP Tier 1	(3.000)
RSVP Tier 2	(0.952)
RSVP Tier 3	7.772
RSVP Tier 4	68.008
RSTOU On-Peak	17.250
RSTOU Off-Peak	(3.205)
RSTOU Critical Peak Credit	\$5.00 per Event
GS	0.137
GSD, GSDT, GSTOU	0.132
LP, LPT	0.127
LPT-CPO On-Peak	(\$2.14) per kW
LPT-CPO Critical	\$25.68 per kW
<u>CL Credit</u>	<u>(\$3.35) per kW</u>
PX, PXT, RTP, SBS	0.124
OS-I/II	0.108
OS-III	0.124

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

ISSUED BY: S. W. Connally, Jr.



Section No. VII
~~Fourth-Fifth~~ Revised Sheet No. 7.2
Canceling ~~Third-Fourth~~ Revised Sheet No. 7.2

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<u>Contract</u>	<u>Description</u>	<u>Sheet No.</u>
Form 28	Certificate of Compliance – Small Power Generation Systems	7.62
Form 29	Community Solar Customer Five-Year Participation Agreement	7.63
Form 30	Curtailed Load Service Agreement	7.66

ISSUED BY: S. W. Connally, Jr.