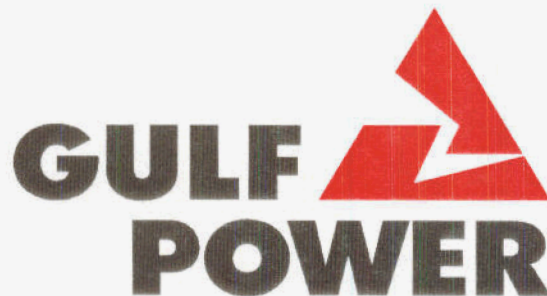


ORIGINAL

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 010949-EI

TESTIMONY AND EXHIBIT
OF
J. I. THOMPSON



A SOUTHERN COMPANY

DOCUMENT NUMBER-DATE

11246 SEP 10 5

FPSC-COMMISSION CLERK

GULF POWER COMPANY

Before the Florida Public Service Commission
Prepared Direct Testimony and Exhibit of
James I. Thompson
Docket No. 010949-EI
In Support of Rate Relief
Date of Filing: September 10, 2001

Q. Please state your name, business address, employer and position.

A. My name is James I. Thompson, and my business address is One Energy Place, Pensacola, Florida 32520. I am employed by Gulf Power as Team Leader – Pricing and Load Research.

Q. Please describe your educational and professional background.

A. In December 1977, I graduated from Georgia Tech, earning a Bachelor of Science degree in Industrial Management. In early 1978, I joined the NCR Corporation as a sales representative out of that company's Atlanta office. I joined Gulf Power in 1980, as an analyst in the Company's Rate Department. In 1988, I became a member of Gulf Power's marketing organization. In 1997, I assumed the duties of Corporate Accounts Manager within Southern Company's Corporate Accounts organization and moved into my current position in 2000. Since joining the marketing organization, I have been involved with various marketing functional activities including program development and evaluation, market research, economic development, and market planning. Throughout most of my career, I have been involved in the pricing of Gulf Power's energy services.

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1 Q. Have you previously testified before this Commission?

2 A. Yes, twice. I testified on behalf of Gulf Power in support of its Standby
3 Service rate, Docket No. 931044-EI; and again in Docket No. 951161-EI,
4 which was Gulf Power's request for approval of its Commercial/Industrial
5 Service Rider.

6
7 Q. What is the purpose of your testimony?

8 A. The purpose of my testimony is to present Gulf Power's pricing/rates
9 which are filed as a part of this proceeding. I will address the changes
10 proposed, explaining how this specific set of rates and pricing programs
11 will accomplish or move the Company toward accomplishing the corporate
12 objectives.

13
14 Q. Do you have an exhibit to which you will refer in your testimony?

15 A. Yes.

16 Counsel: We ask that Mr. Thompson's Exhibit (JIT-1) consisting of
17 four schedules be marked as Exhibit No. ____.

18
19 Q. Was this exhibit prepared by you or under your supervision and direction?

20 A. Yes.

21
22 Q. Are you the sponsor of certain Minimum Filing Requirements (MFRs)?

23 A. Yes. These are listed on Schedule 3 of my exhibit. To the best of my
24 knowledge, the information contained in these MFRs is true and correct.

25

1 Q. Are there general or strategic purposes behind the proposed pricing?

2 A. Yes. This pricing package represents a move toward simplicity in our
3 rates and continued recognition of the need for using pricing as a
4 marketing tool to improve customer satisfaction. It seeks to create
5 learning opportunities with our customers, to provide equity among
6 customers, and to further Gulf Power's conservation efforts.

7

8 Q. Please describe the types of changes you have proposed to make to Gulf
9 Power's current Tariff for Retail Electric Service.

10 A. The changes generally fall in three categories: (a) those made to simplify
11 the pricing menu, (b) those made to meet customer expectations or
12 improve the value of the rate or pricing program, and (c) a new pilot
13 program, Gulf Power's FlatBill program, which will provide the Company
14 important information about customer reaction to a new pricing structure.
15 Additionally, the overall rate levels have been adjusted to achieve the
16 target overall revenue level; and I will further discuss this important aspect
17 of the Company's proposal after addressing the Tariff changes just
18 mentioned.

19

20 Q. What changes have been made primarily to simplify Gulf Power's pricing?

21 A. There are five such changes. They are: (1) the elimination of Rates RST
22 and GST, (2) the elimination of the Supplemental Energy (SE) Rate Rider,
23 (3) merging subparts OS-I and OS-II of Rate Schedule OS, (4) simplifying
24 the Standby and Supplementary Service Rate, Rate SBS, and
25 (5) changing the applicability of the Budget Billing optional rider.

1 Q. Please describe the first of that category of changes you mentioned
2 involving Rates RST and GST.

3 A. Rates RST and GST have been eliminated. These are traditional
4 Time-of-Use rates that have existed for over 20 years as alternative rates
5 for residential and small commercial customers. There has simply never
6 been any significant interest in these rate structures by our customers.
7 The number of customers on Rate RST has dwindled over the last several
8 years. Gulf Power currently has only 13 residential customers on Rate
9 RST. There is only one customer on Rate GST. There are better
10 alternatives now for these customers, and we can improve efficiency by
11 eliminating these two rates.

12
13 Q. Please describe the second change in this category.

14 A. Gulf proposes to eliminate the Supplemental Energy (SE) Rate Rider.
15 This rider was developed in the mid-1980s, and its usefulness has been
16 surpassed by more recent offerings such as Real Time Pricing (RTP).
17 There are only a half dozen customers currently on this rate rider, and no
18 (kWh) sales attributable to this rider are included in the test year sales
19 forecast as part of this case. The SE Rider represented a good option in
20 the 1980s, but technological capability and market needs have rendered it
21 obsolete.

22
23 Q. What is the third change proposed to simplify Gulf's Tariff?

24 A. Gulf proposes to merge subparts OS-I and OS-II of Rate Schedule OS,
25 which is the Company's Outdoor Service rate. Some of the same fixtures

1 currently appear in both of those subparts, and merging the two serves to
2 simplify the tariff and avoid unnecessary complication for customers and
3 employees.

4
5 Q. Please describe the fourth change mentioned earlier.

6 A. The Standby and Supplementary Service Rate, Rate SBS, proposed here
7 is a simplified and improved version of Gulf's current SBS Rate. The
8 current rate is complicated, and it is difficult for our affected customers to
9 be able to predict or understand the economic consequences of their
10 operational decisions related to their on-site generation. The simplified
11 version included in this proposal makes this easier for our customers and
12 represents a better approach toward pricing this service.

13
14 Q. What is the fifth change proposed primarily to simplify Gulf Power's
15 pricing?

16 A. Gulf has proposed changes to the Budget Billing (Rate Schedule BB)
17 optional rider. In the "Applicability" section of that optional rider, we have
18 added references to Rates RSVP, GSTOU, PX, PXT and RTP. RSVP is
19 a residential rate that is associated with Gulf Power's **GoodCents Select**
20 program. The Budget Billing optional rider should be applicable to this
21 rate just as it is to our other residential rates. Rate GSTOU is a new,
22 optional rate for customers currently on Rates GSD or GSDT, both of
23 which are eligible for Budget Billing. Similarly, since BB is applicable to
24 Gulf's other industrial and large commercial rates, we have proposed to
25 extend its applicability to our Real Time Pricing Rate, schedule RTP, as

1 well as our large, high load factor rate schedules PX and PXT. Budget
2 Billing is not a price. It does not affect the rate that customers pay for
3 retail electric service. Rather, it is intended to smooth the bill payment
4 stream. The total amount owed for retail electric service is unaffected. A
5 phrase in the "Billing" section has been deleted to make the section more
6 understandable.

7
8 Q. You mentioned Outdoor Service rates. Are there other changes that the
9 FPSC could consider, in addition to those already discussed?

10 A. As in the past, Gulf has included for approval all of the prices and terms
11 for each of Gulf Power's various Outdoor Service lighting offerings. The
12 Company currently offers street and highway lighting under subpart OS-I
13 of Rate Schedule OS. General Area lighting, such as parking lot lighting,
14 is currently covered by subpart OS-II of Rate Schedule OS. As part of this
15 case, Gulf proposes to merge those two sets of prices into a single
16 subpart for Outdoor Service – Lighting. Each time the Company
17 introduces a new offering in this category, this has historically been filed
18 with the Commission for approval. However, there may be a more
19 efficient way to handle this in the future.

20 Gulf requests that the Commission approve a methodology, or
21 approach, for modifying Outdoor Service lighting rates, rather than
22 requiring specific approval of the new or revised product offering.
23 Schedule 1 of my exhibit provides an example of the suggested
24 methodology or approach. The rates for merged OS-I/II proposed in this
25 case were developed using the methodology shown in Schedule 1. There

1 are three sections in Schedule 1: Section A – Fixtures, Section B – Poles
2 and Additional Facilities, and Section C – Relamping Service Agreement.
3 In order to determine any of the three prices, the user would simply key in
4 the values shown in the shaded areas of the appropriate section. The
5 prices would then be determined as detailed in the unshaded areas of
6 each section. As the Company adds to, or modifies, its products offered
7 in this category, the pricing and terms would then be completed and the
8 new product brought to market at lower transaction costs. Under the
9 present system, the transaction costs associated with filing for specific
10 approval of each new or modified Outdoor Service lighting product can be
11 substantial and can even delay or inhibit the market introduction of such
12 products.

13 Again, the tariff sheets accompanying this filing include all of our
14 Outdoor Service lighting products and are submitted for specific approval
15 as in the past. Included are the additions of three new decorative fixtures,
16 one new pole type, the elimination of the coastal off-road luminaire, a
17 provision for changing fixture types before contract expiration, and new
18 kWh for high pressure sodium vapor and metal halide fixtures.

19 I encourage the Commission to refine the approval process for
20 these products, and the attached schedule offers such an approach. We
21 request the Commission approve this methodology for future use.
22

23 Q. What are the changes that you have proposed that are primarily intended
24 to meet customer expectations or add value to a program?

25 A. There are four such changes included in this package. They are: (1) a

1 modification to Rate RSVP, which is the rate accompanying Gulf's
2 **GoodCents Select** Program, (2) the Term of Contract provision of Rate
3 RTP, (3) a new optional rate schedule, and (4) retention of subpart OS-IV,
4 which is for recreational lighting.

5

6 Q. Please describe the modification Gulf is proposing to Rate RSVP.

7 A. We are proposing a change to Rate RSVP, which is the rate
8 accompanying our **GoodCents Select** Program. Gulf Power is proposing
9 a reduction in the number of hours in the High (P_3) pricing period in the
10 May through October season. The current P_3 pricing period in the May
11 through October season is 11 a.m. to 8 p.m. Monday through Friday. The
12 proposed P_3 pricing period in the May through October season is 1 p.m. to
13 6 p.m. Monday through Friday. This modification will result in four hours
14 shifting from the P_3 pricing period to the Medium (P_2) pricing period. The
15 new P_2 pricing period in the May through October season would be 6 a.m.
16 to 1 p.m. and 6 p.m. to 11 p.m. Monday through Friday.

17 The Low (P_1) pricing period's hours would not be affected by the
18 proposed change nor would the pricing periods in the weekends. The
19 November through April season pricing periods also would not be affected
20 by the proposed change.

21

22 Q. Have the prices themselves changed within Rate RSVP?

23 A. Yes. Prices have changed proportionally to reflect the change in the
24 hours being shifted from the P_3 pricing period and to adjust the overall
25 rate level for the proposed rate increase. All four prices have been

1 adjusted. Also, the Customer Charge has been revised to correspond to
2 the standard residential rate, Rate RS, Customer Charge of \$12.00.

3
4 Q. Why is Gulf Power proposing these modifications to the RSVP rate?

5 A. The modifications will enhance the rate schedule and add customer value.
6 This is expected to result in a greater number of customers choosing to
7 participate in Gulf Power's **GoodCents Select** program.

8
9 Q. Why are you reducing the number of hours that the High (P_3) price is in
10 effect?

11 A. While customers on the RSVP rate have responded to the prices, there
12 has been specific customer feedback regarding the length of the P_3
13 pricing period in the summer season. This customer feedback, from both
14 participants and non-participants, indicates that the P_3 period in the
15 summer season is currently acting as a disincentive for participation. The
16 proposed change modifies the P_3 period to effectively remove the
17 disincentive while preserving the customer benefits.

18 The proposed modification to the P_3 pricing period is expected to
19 increase the rate of customer participation and reduce the risk of current
20 participants choosing to discontinue their participation. The overall
21 conservation benefits associated with this program could be expected to
22 improve with such increased participation results, since no adverse effects
23 on peak demand reduction per customer participant are expected with the
24 modification to the High (P_3) period.

1 Q. Are there any other changes to the RSVP rate that Gulf Power is
2 proposing?

3 A. Yes. Gulf Power has reassessed the costs associated with the equipment
4 that is installed and maintained in households participating in the
5 **GoodCents Select** program. As a result, we are proposing an increase in
6 the Participation Charge and in the Re-installation Fee that is charged to
7 customers who resume participation at the same location for the second
8 time. The increased Participation Charge, at \$4.95 per month, reflects
9 increases in the cost of the specific equipment associated with a
10 customer's **GoodCents Select** participation. The increased Re-
11 installation Fee, at \$179.00, reflects increases in labor costs associated
12 with installation of this equipment. All **GoodCents Select** customers are
13 charged the monthly Participation Charge; but the Re-installation Fee,
14 which is a one-time charge, is only charged to customers who discontinue
15 **GoodCents Select** participation and subsequently resume participation at
16 the same location.
17

18 Q. What is the second change proposed primarily to meet customer
19 expectations or add value to a program?

20 A. The Company proposes to change the Term of Contract provision of Rate
21 Schedule RTP, Real Time Pricing, from five years to one year. RTP was
22 introduced as a pilot program at Gulf Power in early 1995. Following the
23 successful four and one-half year pilot program, Gulf Power requested,
24 and this Commission approved, RTP as an ongoing part of Gulf's Tariff.
25 Also, at that transition in September of 1999, a few changes were made to

1 Rate RTP, one of which was to change the Term of Contract provision to
2 five years, where it stands today.

3
4 Q. Why do you want to change the provision back to one year?

5 A. The pilot program worked well with no such five-year provision, and we
6 have found in the two years since the transition that the perceived risk
7 associated with the five year term inhibits customer participation in Rate
8 RTP. We have gained only one RTP customer in this two year period,
9 and several who have considered RTP and rejected this optional rate
10 have stated that the five year commitment was the "deal breaker."

11 It would be to the advantage of all parties to contract for shorter
12 time periods. Changes in our industry and the market require that we
13 maintain more flexibility.

14
15 Q. Please describe the new optional rate schedule being proposed, which is
16 the third change in this category.

17 A. We have included in the set of rates and prices accompanying this filing a
18 new optional rate schedule, Rate GSTOU. In addition to meeting our
19 customers' expectations, there are other benefits of this proposal.

20 One of the more frequently asked questions by Gulf's business
21 customers is why Gulf doesn't have additional rate options from which to
22 choose. Within the commercial class of customers, there is a broad range
23 of customer types with varying energy usage patterns and different
24 capabilities. By having choices in rates, these customers are more in
25 control of their energy costs.

1 Because of this, Gulf is proposing a new, optional rate for
2 customers between 20kW and 500kW. Rate GSTOU represents a
3 different structure from the current options available to these customers,
4 since it does not contain a distinct demand (kW) charge.
5

6 Q. What does the new rate structure look like?

7 A. It consists of a monthly Customer Charge, along with seasonal time-of-
8 use energy-demand charges expressed in cents per kWh.
9

10 Q. What other benefits are expected from the addition of this new rate in
11 addition to the customer satisfaction improvements associated with
12 meeting customer expectations?

13 A. Other benefits include an improvement in simplifying our pricing structure
14 available to these customers. Many of our business customers have
15 difficulty in understanding the application of demand (kW) charges. As a
16 result, our employees are frequently put in a position of explaining these
17 complex rates to customers in a variety of situations. The new optional
18 rate, without a distinct demand (kW) charge, is nearly as simple as our
19 current residential rate and would allow our customers to more effectively
20 manage energy costs.

21 Another benefit of this new offering is the load shifting potential.
22 Since the new rate contains time-of-use features, customers have the
23 opportunity to save money by shifting load.
24
25

1 Q. Is the fourth change in this category, your proposal to retain subpart
2 OS-IV, really a change?

3 A. No. The fourth change proposed to meet customer expectations/improve
4 value is not a change at all, but a proposal to retain a current offering.
5 OS-IV is Gulf Power's recreational lighting rate. At the conclusion of
6 Gulf's last rate case, Docket No. 891345-EI, the Commission ordered the
7 Company to discontinue offering subpart OS-IV as part of Gulf's next rate
8 case. However, Gulf's customers need continued access to this rate.

9 One of the Commission's significant areas of concern in Docket
10 No. 891345-EI was the absence of research data to support the then new
11 OS-IV provision. Following the conclusion and final order in Gulf's last
12 rate case, the Company conducted research to obtain better load and
13 usage information from OS-IV customers. A brief description of these
14 efforts the Company would undertake was contained in Late Filed Exhibit
15 No. 7 for Gulf's witness Tom Kilgore in Docket 891345-EI. Consistent
16 with the Company's plans outlined in that exhibit, and after that case was
17 concluded, a study was conducted on all OS-IV customers. This study
18 indicated, among other things, that there was virtually no effect on any of
19 the Company's monthly peak demands from any of these customers.

20 Gulf now has over ten years of experience with this pricing
21 arrangement. It has worked well for these recreational lighting customers
22 and for Gulf Power.

23 The research conducted subsequent to the Company's last rate
24 case, the length of time that has passed since that case, and our market
25 experiences with the affected customers all necessitate Gulf Power

1 retaining subpart OS-IV of the OS rate.

2
3 Q. Please describe the new pilot program proposed by Gulf involving a new
4 pricing structure.

5 A. The Company proposes to introduce Gulf Power's FlatBill pilot program.
6 This is a pricing program which offers residential and small commercial
7 customers the opportunity to purchase retail electric service at a fixed or
8 flat monthly bill amount, customized for each customer. We believe this
9 may be a valuable energy product/price optional package that will be well
10 received by our customers. The pilot program will give us the opportunity
11 to test this program.

12
13 Q. Has such a program been tested before?

14 A. Yes. Georgia Power's FlatBill pilot program began in June, 2000. That
15 pilot program has proved successful for the participating customers and
16 Georgia Power. Since the pilot proposed by Gulf Power is essentially the
17 same as that conducted by Georgia Power, we have the advantage of
18 having a preview of what we expect the pilot results will look like, unlike
19 some other pilot programs.

20
21 Q. Do you have a detailed description of Gulf Power's proposed FlatBill pilot
22 program?

23 A. Yes. Schedule 2 of my exhibit describes in detail the proposed Gulf
24 Power FlatBill pilot program.

1 Q. In addition to the three categories of changes you have described, are
2 there other enhancements proposed to Gulf's Tariff?
3 A. Yes. Gulf has proposed new or revised charges for eleven Service Fees.
4 The cost data which supports these charges has been provided by
5 Mr. Saxon on his Schedule 5. The amount of revenue increase
6 associated with these new or revised charges serves as an adjustment, a
7 reduction, to the amount of overall revenue increase needed from retail
8 base rate schedules.

9

10 Q. Is the package of rates and prices that you propose designed to achieve
11 the overall revenue level in the test year to which Mr. Labrato has
12 testified?

13 A. Yes. Gulf's overall rates menu is designed to achieve a total target test
14 year retail revenue increase of \$69,867,000.

15

16 Q. Is the Company proposing to implement a change in how Florida Gross
17 Receipts tax is billed?

18 A. Yes. Gulf Power's current retail base rates include 1.5 percent Florida
19 Gross Receipts tax. This amount is included in the base rate charges
20 shown on the Company's current retail tariff sheets. In addition to this
21 amount included within Gulf's current base rates, customers are billed as
22 a separate line item on the bill, 1 percent Florida Gross Receipts tax.

23 The Company is proposing, in this case, to extract the 1.5 percent
24 Florida Gross Receipts tax from base rates and combine that amount with
25 the 1 percent amount on the separate line item on our customers' bills.

1 That separate bill line item would then reflect the total Florida Gross
2 Receipts tax of 2.5 percent.

3
4 Q. How has the removal of the Florida Gross Receipts tax from base rates
5 been handled in this increase amount?

6 A. Florida Gross Receipts tax of \$1,007,971 represents an adjustment, a
7 reduction, to the amount of overall increase needed from retail rates.

8
9 Q. How did you determine which of the various rates to increase, and the
10 amounts?

11 A. The total amount of annual revenue increase sought is \$69,867,000,
12 which represents a 20.2 percent increase over present base rate
13 revenues for the test year. Two general limitations that have been
14 followed in fairly allocating this amount of increase to the various classes
15 of customers are: (1) that no class receive an increase greater than 1.5
16 times the overall retail increase in percentage terms – that is, that no class
17 receive a base rate increase greater than 30.3 percent, which is 1.5 times
18 the 20.2 percent overall retail base rate increase; and (2) that no class
19 receive a rate level decrease. The largest portion of the overall rate
20 increase is to Gulf's residential customer class.

21
22 Q. Why do you propose to collect most of the increase from Gulf Power's
23 residential customer class?

24 A. There are several reasons for this. First, Mr. O'Sheasy's present rate
25 summary of the cost-of-service study reveals a rate of return for Gulf's

1 residential class that is significantly below the overall retail average rate of
2 return. A larger increase is needed to bring the return on investment for
3 this class closer to the overall retail average at the new proposed revenue
4 level.

5 Another reason is the sheer size of Gulf's residential customer
6 class. Over half of Gulf Power's base rate retail revenues come from
7 sales to residential customers. By revenue volume alone, the bulk of the
8 rate increase would gravitate to this group of customers, even if the total
9 increase were apportioned equally among all customer classes.

10 Value of service also is a factor in the allocation of the increase
11 among classes. Gulf Power has enjoyed a 40 percent increase in its
12 number of residential customers since the Company's last rate case. New
13 and additional in-home activities, such as banking, shopping, and satellite
14 and cable television, all make those services delivered to the home,
15 including electric service, more valuable. Additionally, the proliferation of
16 telecommuting, home-based businesses, and home equipment such as
17 personal computers, microwave ovens, icemakers, and second
18 refrigeration units makes retail electric service a higher value purchase for
19 residential customers.

20 The number and scope of marketing programs and alternatives
21 available to residential customers is another reason why it is appropriate
22 to increase the overall rate level for this customer sector. Included in this
23 filing, and discussed previously in my testimony, is a proposal to improve
24 Gulf Power's **GoodCents Select** program by modifying Rate RSVP.
25 Already a recognized successful and innovative program for residential

1 customers, the modifications proposed will improve this program so that it
2 offers even greater value to our customers. Also included in this filing is a
3 proposal to initiate Gulf Power's FlatBill pilot program. This research will
4 enable us to deliver and price energy services in ways that bring
5 additional value to residential customers. Gulf Power's commitment to the
6 residential market, and the opportunities, assistance, and choices offered
7 these customers today and in the near future are factors in the allocation
8 of the rate increase.

9
10 Q. Were the same types of considerations involved in allocating the
11 remainder of the increase among the other classes of customers and
12 rates?

13 A. Yes. A significant percentage increase is proposed for Gulf Power's
14 Outdoor Service lighting customers. The rate of return from
15 Mr. O'Sheasy's cost-of-service study, along with the product and service
16 offerings for these customers, and the value of service are considerations
17 which led to the increase allocated to this group of customers.

18 Subpart OS-III of the Outdoor Service class is the rate applicable to
19 unmetered 24-hour-a-day facilities such as traffic signals and cable
20 television amplifiers. We have allocated a small portion of the overall
21 increase to this group of customers which, in relative terms, comprises a
22 small portion of Gulf Power's annual revenues.

23 Portions of the overall rate increase have also been allocated to the
24 rates for Gulf Power's small, medium, and large business customers. The
25 percentage increases for these classes are lower than the overall retail

1 average percentage increase. The rates of return for these classes,
2 generally served by rates GS, GSD, and LP respectively, are above the
3 retail average rate of return at present rate level as shown in the cost-of-
4 service study.

5
6 Q. Is the allocation of the rate increase which the Company is proposing fair
7 and reasonable?

8 A. Yes. It is a fair and reasonable allocation of the increase, all things
9 considered.

10
11 Q. Has the Company proposed any changes to the Customer Charge?

12 A. Yes. The Customer Charge, which some might call a "base" charge, is a
13 fixed monthly charge for each customer and is not related to the amount
14 of electricity consumed during the month. Gulf is proposing increases to
15 the Customer Charge rate components for two customer classes,
16 residential and small commercial. The rates involved are rates RS,
17 RSVP, and GS. Gulf proposes to increase the RS and RSVP Customer
18 Charges to \$12.00, and the GS Customer Charge to \$15.00. Beyond this,
19 there are no significant changes proposed to the Customer Charges of the
20 other rates.

21
22 Q. Why are you proposing to increase the Customer Charge components of
23 rates RS, RSVP, and GS?

24 A. The customer related costs from the cost-of-service study are significantly
25 higher than our current Customer Charges for these rates and are actually

1 even higher than the proposed Customer Charges. We have limited the
2 increase in these Customer Charges to 50 percent above their current
3 levels. There are important reasons for ensuring that, to the extent
4 practical, costs of providing service to customers which are not related to
5 the amount of consumption are recovered from fixed Customer Charges
6 rather than including these amounts in the energy or demand charges. If
7 these costs are included in the unit prices of energy consumed, then
8 otherwise successful conservation efforts may result in revenue
9 decreases for the Company which exceed the associated cost savings.
10 This could lead to cost/benefit results which would render otherwise valid
11 programs non cost-effective.

12 Also, each month Gulf Power has thousands of residential
13 customer accounts whose monthly electric usage is zero. Customer
14 related costs that are included in energy charges are not recovered at all
15 from those customers.

16 The proposed Customer Charge levels are appropriate transitions
17 from current Customer Charges and will help to avoid those results just
18 mentioned. These Customer Charges are important rate components
19 which recognize those costs that are not related to the amount of
20 electricity consumed. Thus, the increased Customer Charges proposed
21 for rates RS, RSVP, and GS are reasonable, and represent improvements
22 in our pricing structure.

23
24 Q. What changes have been made to other rate components?

25 A. The overall levels of demand and energy charges have been increased in

1 order to achieve the overall proposed revenue level for each rate class.
2 As this has been done, the relationships between demand and energy
3 charges, and between on-peak and maximum demand charges in Time-
4 of-Use rates GSDT, LPT, and PXT have generally been preserved. We
5 have designed our rates to ensure that the transitions from rate to rate, as
6 consumption and load factor changes, are appropriate.
7

8 Q. Are the rates and charges proposed in this case fair and appropriate?

9 A. Yes. The rates, prices, and terms shown on the tariff sheets filed with this
10 case will achieve the requested revenue level, represent fair and equitable
11 pricing of Gulf Power's retail electric services, improve our pricing as a
12 marketing tool, enhance conservation efforts, and provide opportunities to
13 improve customer satisfaction with Gulf Power. I have included all of the
14 revised Tariff sheets in Schedule 4 of my exhibit.
15

16 Q. Do you have any final comments with which you would conclude your
17 testimony?

18 A. The changes and additions to Gulf Power's pricing menu proposed in this
19 case are significant. These are very different times in the energy
20 marketplace than what existed in 1989 when Gulf Power last came to this
21 Commission with a general rate case. While some of what served us well
22 in the 1980s is still applicable, some is not. We simply must be open to
23 try new and diverse things. Pricing decisions, unlike capital or
24 construction decisions, are not long-term decisions. Pricing tactics, even
25 strategies, can be changed.

1 Q. Does this conclude your testimony?

2 A. Yes.

3

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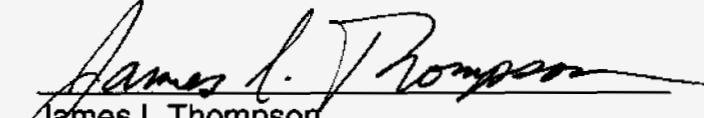
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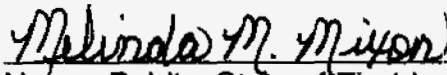
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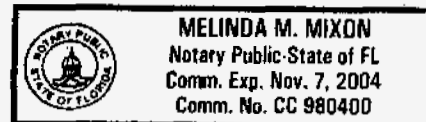
Docket No. 010949-EI

Before the undersigned authority, personally appeared
James I. Thompson, who being first duly sworn, deposes, and says that he is the
Pricing and Load Research Team Leader, Marketing Department of Gulf Power
Company, a Maine corporation, and that the foregoing is true and correct to the
best of his knowledge, information, and belief.


James I. Thompson
Pricing and Load Research Team Leader

Sworn to and subscribed before me by James I. Thompson who is
personally known to me this 17th day of September, 2001.


Notary Public, State of Florida at Large



Florida Public Service Commission
Docket No. 010949-EI
GULF POWER COMPANY
Witness: James I. Thompson
Exhibit No. ____ (JIT-1)

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Proposed Tariff Sheets.	4

OUTDOOR SERVICE - LIGHTING
PRICING METHODOLOGY
MONTHLY RATES*

SECTION A - FIXTURES

Total Unit Cost		
Fixture Cost		\$347.00
Arm Cost		\$16.00
Bulb Cost		\$7.00
Photocell Cost		\$10.00
	SUBTOTAL	\$380.00
0.463 Man-hours to Install Fixture/Arm (If Applicable) @ \$44.62/Manhour		\$20.66
	SUBTOTAL	\$400.66
30.0% Engineering & Supervision Overheads		\$120.20
	UNIT COST TOTAL	\$520.86
Fixture Charge		
Fixed Charge = (15.709% x Unit Cost Total)/12 Months		\$6.82
Revenue Tax = Fixed Charge x 0.000721		\$0.00
	FIXTURE CHARGE	\$6.82
Maintenance Charge		
Select the Appropriate Bulb Failure Rate :	17.2%	
17.2% For High Pressure Sodium Fixtures		
41.2% For Decorative Metal Halide Fixtures		
20.0% For Small Flood/Parking Lot Metal Halide Fixtures		
45.8% For Large Flood Metal Halide Fixtures		
34.3% For Large Parking Lot Metal Halide Fixtures		
For New Type of Fixture		
Spot Rebulb Cost = (Bulb Cost + Photocell Cost + \$29 Labor) x Bulb Failure Rate/12 Months		\$0.66
Luminaire Repair Cost = [Man-hours to Remove of 0.36 @ \$44.62/Manhour + Unit Cost Total] x 6.7% Annual Luminaire Failure Rate/12 Months		\$3.00
	SUBTOTAL	\$3.66
Revenue Tax = Subtotal x 0.000721		\$0.00
	MAINTENANCE CHARGE	\$3.66
Energy Charge		
120 Line Wattage x 4,120 Annual Operating Hours/(1,000 x 12) = 41 KWH @ \$0.03104/KWH		\$1.27
	ENERGY CHARGE	\$1.27

PRICE SUMMARY		
Fixture Charge		\$6.82
Maintenance Charge		\$3.66
Energy Charge		\$1.27
	TOTAL MONTHLY CHARGE PER FIXTURE	\$11.75

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SECTION B - POLES AND ADDITIONAL FACILITIES

Total Unit Cost	
Material Cost of Pole or Additional Facility	\$433.00
0.863 Man-hours to Install Pole/Additional Facility @ \$44.62/Manhour	\$38.51
SUBTOTAL	\$471.51
30.0% Engineering & Supervision Overheads	\$141.45
UNIT COST TOTAL	\$612.96
Pole/Additional Facility Charge	
Fixed Charge = (15.709% x Unit Cost Total)/12 Months	\$8.02
Revenue Tax = Fixed Charge x 0.000721	\$0.01
TOTAL MONTHLY POLE/ADDITIONAL FACILITY CHARGE PER UNIT	\$8.03

SECTION C - RELAMPING SERVICE AGREEMENT

Bulb and Photocell Cost	
Bulb Cost	\$7.00
Photocell Cost	\$10.00
BULB AND PHOTOCELL COST	\$17.00
Maintenance Charge	
Select the Appropriate Bulb Failure Rate : 17.2%	
17.2% For High Pressure Sodium Fixtures	
41.2% For Decorative Metal Halide Fixtures	
20.0% For Small Flood/Parking Lot Metal Halide Fixtures	
45.8% For Large Flood Metal Halide Fixtures	
34.3% For Large Parking Lot Metal Halide Fixtures	
For New Type of Fixture	
Spot Rebulb Cost = (Bulb Cost + Photocell Cost + \$29 Labor) x Bulb Failure Rate/12 Months	\$0.66
SUBTOTAL	\$0.66
Revenue Tax = Subtotal x 0.000721	\$0.00
MAINTENANCE CHARGE	\$0.66
Energy Charge	
110 Line Wattage x 4,120 Annual Operating Hours/(1,000 x 12) =	
38 KWH @ \$0.03104/KWH	
ENERGY CHARGE	\$1.18

PRICE SUMMARY	
Maintenance Charge	\$0.66
Energy Charge	\$1.18
TOTAL MONTHLY CHARGE PER FIXTURE	\$1.84

*User input values are shown in shaded areas. The input values shown are for illustrative purposes only.

Gulf Power FlatBill Pilot Program

Description:

Gulf Power's FlatBill is a new optional pricing program that offers residential and small commercial customers an annual fixed electric bill regardless of their usage during the year. This annual bill is divided into twelve equal monthly payments. Each customer's annual bill amount is specific, or unique, to that customer. The program thus completely protects customers from variations in their bill due to weather, usage, fuel and other price changes. This protection creates a year's worth of absolute stability and predictability, as well as convenience by allowing customers to confidently budget electricity payments.

Term and Scale:

Gulf Power's FlatBill pilot program would be for one year, with all participating customers on the same twelve month schedule. In other words, all pilot program participants would begin the same month. It is expected that the pilot program would commence approximately six months after Gulf Power receives regulatory approval.

It is expected that the pilot program would include approximately 500 residential and small commercial customer participants. Invitations to participate in the pilot program would be communicated to a sufficiently large number of customers that would yield 500 acceptances to participate. If more than 500 customers accept the invitation, they would be accepted into the pilot program.

Customer Eligibility for Pilot Program:

Gulf Power residential customers in good credit standing who have twelve months valid billing information at their current residence are eligible to participate in the pilot program.

Gulf Power commercial customers in good credit standing, who currently purchase electric service under Gulf Power's Rate Schedule GS (General Service) and who have twelve months of valid billing information at their current location are eligible to participate in the pilot program.

Eligibility to participate in the pilot program is limited to those customers who are invited to participate by Gulf Power.

Determining Customer's Bill Amounts:

Gulf Power will estimate the amount of energy that each customer will use during the twelve month contract period. This is done by determining the energy a customer used over the previous year at the same location and adjusting that usage for normal weather and customer behavior. The total resulting estimated energy is multiplied by the appropriate energy (kWh) prices from Gulf Power's Retail Tariff, then Customer Charges and applicable taxes are added. The total annual contract bill amount is divided by twelve to arrive at a monthly bill amount over the annual contract period.

If a participating customer terminates the contract before the end of the twelve month contract period, Gulf Power will bill the customer for the difference between what the customer paid during the active program period and what they would have been billed under their previous rate for the same consumption amounts. There will be no credits issued if this difference is negative.

Gulf Power's FlatBill offers are firm and are not negotiable. This is a voluntary, optional program. The decision to participate at the offered amount lies with the customer.

Objectives:

This pilot program is conducted to gain information about the results and effects of this new pricing offer. Specific types of information that would be expected would include:

- 1) Customer acceptance levels
- 2) Effects on customer satisfaction
- 3) Revenue effects
- 4) Effects on customer usage
- 5) Identification of potential cost savings for Company
- 6) Public reaction

At the conclusion of the pilot program, Gulf Power would expect to evaluate the experiences associated with this research program and incorporate this information in future marketing/pricing decisions.

Responsibility for Minimum Filing Requirements

<u>Schedule</u>	<u>Title</u>
A – 4a	Full Revenue Requirements Bill Comparison – Typical Monthly Bills
A – 4b	Interim Revenue Requirements Bill Comparison – Typical Monthly Bills
A – 5	Summary of Tariffs
A – 6	Revenue From Sale of Electricity by Rate Schedule
E – 11	Company-Proposed Allocation of the Rate Increase By Rate Class
E – 15	Adjustment To Test Year Unbilled Revenue
E – 16a	Revenue From Sale of Electricity by Rate Schedule
E – 16b	Revenues by Rate Schedule – Service Charges
E – 16c	Base Revenue by Rate Schedule - Calculations
E – 16d	Revenue by Rate Schedule – Lighting Schedule Calculation
E – 17	Proposed Tariff Sheets and Support For Charges
E – 28a	Interruptible Rates Policy
E – 28b	Curtable Rates Policy

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Schedule 4

Proposed Tariff Sheets

Proposed tariff sheets consisting of 88 pages, including this cover sheet.

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<u>Section</u>	<u>Description</u>
Section I	Description of Territory Served
Section II	Miscellaneous
Section III	Technical Terms and Abbreviations
Section IV	Rules and Regulations
Section V	List of Communities Served
Section VI	Rate Schedules
RS	- Residential Service
GS	- General Service - Non-Demand
GSD	- General Service - Demand
LP	- Large Power Service
PX	- Large High Load Factor Power Service
OS	- Outdoor Service
BB	- Budget Billing (Optional Rider)
CR	- Cost Recovery Clause - Fossil Fuel & Purchased Power
PPCC	- Purchased Power Capacity Cost Recovery Clause
ECR	- Environmental Cost Recovery Clause
--	- Billing Adjustments and Payment of Bills
ECC	- Cost Recovery Clause - Energy Conservation
FLAT-1	- Residential/Commercial FlatBill
GSTOU	- General Service Time-of-Use Conservation (Optional)
GSDT	- General Service - Demand - Time-of-Use Conservation (Optional)
LPT	- Large Power Service - Time-of-Use Conservation (Optional)
PXT	- Large High Load Factor Power Service - Time-of-Use Conservation (Optional)
SBS	- Standby and Supplementary Service
ISS	- Interruptible Standby Service
RSVP	- Residential Service Variable Pricing
EPQ	- Enhanced Power Quality
RTP	- Real Time Pricing
CIS	- Commercial/Industrial Service Rider (Optional)
BERS	- Building Energy Rating System (BERS)
PV	- Rate Rider PV - Photovoltaics (Optional Rider)

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<u>Section</u>	<u>Description</u>
Section VII	Standard Contract Forms
Form 1	Contract for Electric Power
Form 2	Contract for Electric Service for Resale
Form 3	Contract for Seasonal Electric Power
Form 4	Deleted
Form 5	Contract for Street and General Area Lighting Service - Rate Schedule OS (Part I/II)
Form 6	Contract for Government Owned and Operated Housing
Form 7	Equipment Rental Lease and Maintenance Agreement
Form 8	Agreement for Underground Electric Construction by the Utility
Form 9	Agreement for Underground Construction Standards
Form 10	Application for Underground Service in an Overhead Area
Form 11	Contract for Time-of-Use Conservation Rate
Form 12	Request for Interconnection of Customer-Owned Generation
Form 13	Standby Service Agreement
Form 14	Standby Service Interconnection Agreement
Form 15	Agreement for Residential Energy Management Pilot Study
Form 16	Application for Service and Enhanced Power Quality Service Agreement - Rate Schedule EPQ
Form 17	Application for Underground Cost Estimate
Form 18	Guaranty Agreement
Form 19	Optional Relamping Service Agreement Customer-Owned Street and General Area Lighting - Rate Schedule OS (Part I/II)
Form 20	Optional Up Front Payment of Fixture(s) - Rate Schedule OS (Part I/II)
Form 21	Optional Up Front Payment of Additional Facilities - Rate Schedule OS (Part I/II)
Form 22	Contract Service Arrangement for the Provision of Service Under the Commercial/Industrial Service Rider
Form 23	Assignment of Lighting Service Contract - Rate Schedule OS (Part I/II)
Form 24	Customer-Owned Lighting Agreement (Without Relamping Service Provisions) - Rate Schedule OS (Part I/II)
Form 25	Landlord "Leave Service Active" Agreement
Section VIII	Special Contracts and Agreements

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RULES AND REGULATIONS FOR ELECTRIC SERVICE

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Part I	General Rules
1.1	Application for Service
1.2	Classification of Service
1.3	Rates
1.4	Optional Rates
1.5	Residential Service
1.6	General Service
1.6.1	Boarding Houses
1.6.2	Apartment Houses
1.6.3	Separate Meter for Living Quarters
1.6.4	Farms
1.7	Industrial Service
1.8	Limits of Uses of Service
1.9	Character of Service
1.10	Continuity of Service
1.11	Increase of Service
1.12	Right-of-Way
1.13	Customer Wiring
1.14	Residential Energy Audits
1.14.1	Centsable Energy Check
1.14.2	Residential Conservation Service (RCS) Audit
1.15	Payment for Service
1.16	Responsibility for Property of Company
1.17	Damages to Property
1.18	Standard Nominal Voltage
1.19	Notices
1.20	Promises
Part II	Credit Regulations
2.1	Deposit Requirement
2.2	Interest on Deposit
2.3	Refund of Residential Deposit
2.4	Application of Deposit
2.5	Non-Assignment of Deposit
2.6	Payment of Previous Accounts Required
Part III	Line Extension and Service Connection Regulations
3.1	Applies to All Applicants
3.2	Connection of Initial Service
3.3	Connection of Existing Service
3.4	Service if Line Extension is Required
3.5	Limitations on Three Phase Service
3.6	Underground Service in an Overhead Area
3.7	Connection of Temporary Service
3.7.1	Temporary Service Involving Extensions
3.8	Floor Finishing
3.9	Real Estate Developments
3.10	Relocation or Removal of Existing Facilities

(Continued from Index, Sheet No. 4.1)

- Part IV Billing and Metering Regulations
- 4.2 Two or More Premises Not to be Served Through One Meter
 - 4.3 Deleted
 - 4.4 No Charge for Required Metering Equipment
 - 4.5 Estimation of Bills Required by Meter Damage or Failure
 - 4.6 Meter Reading and Billing Intervals
 - 4.7 Power Factor Requirement
 - 4.8 Prorated Bills
 - 4.9 Requirements of Customer for Discontinuing Service
 - 4.10 Installation of Check Meters
 - 4.11 Refusal or Discontinuance of Service
 - 4.12 Investigation of Unauthorized Use
 - 4.13 Restoration of Service (After Violation of Rules)
 - 4.14 Testing of Meters and Resulting Adjustments
 - 4.14.1 Fast Meter
 - 4.14.2 Slow, Non-Registering, or Partially Registering Meter
 - 4.14.3 Creeping Meter
 - 4.14.4 Improper Metering Due to Electrical Contractor Error
 - 4.15 Returned Item Charge

- Part V Contract and Enforcement Regulations
- 5.1 Cutoff Regulations
 - 5.2 Extension of Time for Payment of Bill
 - 5.3 Restoration Charge
 - 5.4 Premise Visit Charge
 - 5.5 Faulty Wiring on Customer's Premises
 - 5.6 Medically Essential Service

- Part VI Underground Distribution Facilities
- 6.1 Definitions
 - 6.2 General
 - 6.2.1 Application
 - 6.2.2 Early Notification and Coordination
 - 6.2.3 Changes to Plans
 - 6.2.4 Underground Installations Not Covered
 - 6.2.5 Type of System Provided
 - 6.2.6 Ownership of Underground Facilities
 - 6.2.7 Rights of Way and Easements
 - 6.2.8 Damage to Company's Equipment
 - 6.2.9 Payment of Charges

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- 2.5 NON-ASSIGNMENT OF DEPOSIT - The receipt for deposit cannot be assigned by the Customer without the written consent of the Company.
- 2.6 PAYMENT OF PREVIOUS ACCOUNTS REQUIRED - Applications for service will not be accepted by the Company until the Applicant has paid to the Company all sums at any time owing and then unpaid:
- (1) By Applicant for service of the same class rendered by the Company whether at the premises applied for or at any other premises, or
 - (2) By the previous occupant of the premises as long as the current Applicant or Customer occupied the premises at the time the delinquency occurred and the previous Customer continues to occupy the premises and such previous Customer shall benefit from such service.

PART III

LINE EXTENSION AND SERVICE CONNECTION REGULATIONS

- 3.1 APPLIES TO ALL APPLICANTS - These regulations apply to all applicants requesting service from the regular distribution systems of the Company for residential, commercial and industrial usage. Customers requesting service from the transmission system of the Company may require individual consideration and will be handled accordingly as they request service.
- 3.2 CONNECTION OF INITIAL SERVICE - Where the Company's distribution circuits already are in place on the pole adjacent to the Customer's premises requiring only the installation of service wires and meter, the Company will place the service wires and meter completing the connection to provide service. The Customer shall pay a charge of \$30.00 for such connection, in addition to the deposit provided for elsewhere.
- 3.3 CONNECTION OF EXISTING SERVICE - Where service has previously been connected at a premise, a \$30.00 service charge shall be paid for all subsequent reconnections, except for restoration of service after violation of regulations as provided in Paragraph 4.11 of these Rules.
- 3.4 SERVICE IF LINE EXTENSION IS REQUIRED - When an extension from the distribution system is required to place the service applied for on the pole adjacent to the Customer's premises, a test will be run on the projected revenue vs. the estimated construction costs, exclusive of transformers, meters and services. The formula to perform this test is:

$$CIAC_{OH} = \text{Construction Cost} - (4 \times \text{Expected Annual Non-fuel Energy Charge Revenues}) - (4 \times \text{Expected Annual Demand Charge Revenues})$$

$$CIAC_{UG} = CIAC_{OH} + \text{URD Differential Cost}$$

If the annual revenue supports construction, then no CIAC is applicable. If the revenue/construction comparison shows a CIAC to be owing, the customer will pay to the Company in advance of making the extension the amount from the formula, adjusted by the approved tax effect multiplier. Such payment may be waived or a special agreement may be made providing for the repayment of such money to the customer, when additional business is secured, upon terms to be fixed by the Company. Title to all lines will remain with the Company. When

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- 3.4 (continued)
service is connected to the Customer's premises, a service charge shall be paid in accordance with the provisions of Paragraph 3.2 above. The Company shall apply the above formulas uniformly to residential, commercial, and industrial customers requiring line extensions.
- 3.5 LIMITATIONS ON THREE PHASE SERVICE - In general, the Company will furnish single phase service for any residential or commercial loads involving no single motor larger than five horsepower. It has never contemplated supplying service to any motor rated at three horsepower or smaller at three phase anywhere. Therefore, unless already available, three phase service will not be furnished for residential loads or for commercial loads where no commercial motor exceeds three horsepower until the Customer makes a contribution to the Company equal to the excess of the cost of providing three phase service over the cost of furnishing service to such load at single phase.
- 3.6 UNDERGROUND SERVICE IN AN OVERHEAD AREA - Both new construction of underground facilities and conversion of existing overhead facilities to underground shall be handled in accordance with the provisions of Part VI UNDERGROUND DISTRIBUTION FACILITIES.
- 3.7 CONNECTION OF TEMPORARY SERVICE - Where the Company's distribution circuits are already in place on the pole adjacent to the Customer's premises requiring only the installation of a service drop and meter, the Company will place the service drop and meter completing the connection to provide temporary service. The service drop and meter installation shall not exceed 200 amperes and must utilize self-contained, non-demand metering. The customer shall pay a charge of \$110.00 for each such connection in addition to the deposit provided for elsewhere.
- 3.7.1 TEMPORARY SERVICE INVOLVING EXTENSIONS - In case the establishing of temporary service involves cost of labor and materials, other than as described in 3.7 above, the applicant must pay in advance the total estimated cost of installing and dismantling the necessary facilities, less the salvage value of the material returnable to stores for re-use. This payment shall be in addition to the appropriate service charge for a Service Connection to existing distribution system and the deposit for guarantee of the energy billing provided for elsewhere.

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- (b) A hazardous condition exists; or
- (c) Meters or other Company owned facilities have been tampered with; or
- (d) Service is being obtained fraudulently or is being used for unlawful purposes.

Holiday as used in this subsection shall mean New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.

- 4.12 INVESTIGATION OF UNAUTHORIZED USE - Unauthorized connections to, or tampering with the Company's meters, meter seals, or metering equipment, or evidence thereof, which would cause the meter to fail to register or to register inaccurately, shall subject the Customer to prosecution under the laws of the State of Florida; to an adjustment for correction of prior bills for services rendered; to liability for reimbursement to the Company of all extra expenses incurred as a result thereof; and to immediate discontinuance of service, subject to the appeal rights of Commission Rule 25-6.105. The reimbursement for extra expenses incurred as a result of the investigation or as a result thereof shall be the actual amount of such extra expenses, but in any event shall not be less than the sum of \$75.00, (which may be assessed in lieu of proof of actual extra expenses when the Customer's obligation is acknowledged or is determined by a court of competent jurisdiction), and shall be in addition to any charges for service rendered or charges for restoration of service as provided elsewhere in these rules.
- 4.13 RESTORATION OF SERVICE (AFTER VIOLATION OF RULES) - The Company shall not be required to restore service after being discontinued in accordance with Rules 4.11 or 4.12 above until the Customer has complied with all reasonable rules of the Company designed to prevent a recurrence, and the Company has been reimbursed for the full amount of service rendered and paid a service charge for restoration of service as provided in paragraph 5.3 of these Rules.
- 4.14 TESTING OF METERS AND RESULTING ADJUSTMENTS - The Company shall, upon request, test any meter or meters, in accordance with Commission Rule 25-6.052, through which the Customer is receiving service. There will be no charge for such test provided that the meter has not been tested by the Company or the Florida Public Service Commission within twelve (12) months previous to such request. If the Customer requests a meter test more frequently, the Company may require a deposit, not to exceed fifteen dollars (\$15.00), to defray cost of testing.

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(continued)

If the test shows the meter to be accurate within:

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

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

4.14.1 Fast Meter - The Company shall refund to the Customer an amount equal to the excess charged for one-half the period since the last test, said one-half period not to exceed twelve (12) months. However, if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to such time but not beyond such date based upon available records. No part of any minimum charge shall be refunded.

4.14.2 Slow, Non-Registering, or Partially Registering Meter - The Company may not backbill for any period greater than twelve (12) months from the date it notifies a customer that his or her meter is slow, non-registering, or partially registering. If it can be ascertained that the meter was slow, non-registering, or partially registering for less than twelve (12) months prior to notification, then the utility may back bill only for the lesser period of time.

4.14.3 Creeping Meter - If a meter is found to have a registration error due to "creep", in excess of one revolution in ten minutes, the Company will refund to the Customer an amount to compensate for the creeping. The error shall be calculated by timing the rate of "creeping" and assuming that the creeping affected the registration of the meter for twenty-five percent (25%) of the time, unless a more accurate estimate of the percentage of time the meter should have been inactive can be obtained.

4.14.4 Improper Metering Due to Electrical Contractor Error - If the Company determines that a service location has not previously been properly metered through errors of an electrical contractor, the Company may backbill for up to four years from the date of notice to the Customer that the error has been discovered.

4.15 RETURNED ITEM CHARGE - A service charge in accordance with Florida Statute 68.065 shall be added to the Customer's electric service bill for each check or draft dishonored by the bank upon which it is drawn. Service shall not be refused or discontinued for failure to pay the returned item charge.

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PART V
CONTRACT AND ENFORCEMENT REGULATIONS

- 5.1 CUTOFF REGULATIONS - Bills for service are payable monthly, unless otherwise stated in rate schedules, and are considered delinquent after the expiration of twenty (20) days from the date of mailing or delivery by the utility. If not paid at the Company's office or other designated place by the delinquent date, the Company at any time thereafter may suspend service after giving five (5) day's written notice to the customer of such delinquency and of the Company's intention to discontinue service. Such written notice will be separate and apart from any bill for service. If the amount due remains unpaid after suspension of service, the Company may treat the contract as canceled and at an end.
- 5.2 EXTENSION OF TIME FOR PAYMENT OF BILL - The Company may, however, extend the time for paying any one or more bills, or any part thereof, and its action in so doing shall be without prejudice to its rights thereafter to suspend service as provided in these rules; and by so doing, the Company shall not be held or considered as waiving its rights or its option thereafter to suspend service and/or treat the contract as canceled and at an end.
- 5.3 RESTORATION CHARGE - When the service of a Customer has been discontinued after violation of rules, all amounts due for service up to the date of discontinuance thereof shall become due and must be paid before service will be reconnected and the Company shall require the Customer to pay a restoration charge before reconnecting. The restoration charge shall be determined as follows:
- (1) \$35.00 if the service is restored at the meter during normal business hours.
 - (2) \$55.00 if the service is restored at the meter after hours.
 - (3) \$95.00 if the service is restored at the pole.
- 5.4 PREMISE VISIT CHARGE - Whenever payment for service is delinquent and a field service representative is required to call at the Customer's premise, and service is not suspended, a \$20.00 fee shall be charged.
- 5.5 FAULTY WIRING ON CUSTOMER'S PREMISES - The Company reserves the right to disconnect from its lines, or to refuse to connect to its lines, any Customer or applicant whose wiring is not in accordance with standard good practice; however, the Company does not assume any responsibility for installation or maintenance inspection of Customer's wiring or installation.
- 5.6 MEDICALLY ESSENTIAL SERVICE - For purposes of this section, a Medically Essential Service Customer is a residential customer whose electric service is medically essential, as affirmed through the certificate of a doctor of medicine licensed to practice in the State of Florida. Service is "medically essential" if the customer has continuously operating electric-powered medical equipment necessary to sustain the life of or avoid serious medical complications requiring immediate hospitalization of the customer or another permanent resident at the service address. The Physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of electric service is medically essential, and shall be consistent with the requirements of the Company's tariff. A customer who is certified as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The Company may require certification no more frequently than 12 months.

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

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

RATE SCHEDULE RS
RESIDENTIAL SERVICE

URSC: RS

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AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

Applicable for service used for domestic purposes at an individually metered dwelling unit suitable for year-round family occupancy containing full kitchen facilities and to commonly-owned facilities in condominium and cooperative apartment buildings. Garages, pools, pumps, boat dock, etc., on the same premise as the dwelling unit are included if all such service is for personal use. Service provided hereunder shall not be shared with or resold to others.

CHARACTER OF SERVICE:

Available for single phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts.

MONTHLY RATES:

Customer Charge: \$12.00

Energy-Demand Charge: 4.124¢ per KWH

Fuel Charge: Fuel charges are normally adjusted by the Florida Public Service Commission annually in January. As of January 1, 2001, the amount for fuel was 1.842¢/kwh. For current fuel costs included in this tariff, see page 6.34.

MINIMUM BILL:

In consideration of the readiness of the Company to furnish such service, a monthly minimum charge will be made of not less than \$12.00.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

RATE SCHEDULE GS GENERAL SERVICE – NON-DEMAND

URSC: GS

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AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

Applicable for general lighting and power service covering the entire electrical requirements of any Customer with a demand of less than 20 kw except for service to which another Rate Schedule is applicable. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage and from a single delivery point.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the Rules and Regulations of the Company which govern the extension of three phase service.

MONTHLY RATES:

Customer Charge: \$15.00

Energy-Demand Charge: 5.257¢ per KWH

Fuel Charge: Fuel charges are normally adjusted by the Florida Public Service Commission annually in January. As of January 1, 2001, the amount for fuel was 1.842¢/kwh. For current fuel costs included in this tariff, see page 6.34.

MINIMUM MONTHLY BILLS:

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than \$15.00.

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

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

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

**RATE SCHEDULE GSD
GENERAL SERVICE - DEMAND**
URSC: GSD

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AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

Applicable for commercial, industrial, or institutional general service on an annual basis covering the entire electrical requirements of any Customer whose highest actual measured demand is not less than twenty (20) kilowatts nor more than four hundred ninety-nine (499) kilowatts. Provided, however, that any Customer whose highest actual measured demand is less than twenty (20) kilowatts has the option of taking service under this rate schedule. No monthly measured demand shall be more than four hundred ninety-nine (499) kilowatts. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the Rules and Regulations of the Company which govern the extension of the three phase service.

MONTHLY RATES:

Customer Charge:	\$40.00
Demand Charge:	\$5.23 per kw of billing demand
Energy Charge:	1.271¢ per KWH
Fuel Charge:	Fuel charges are normally adjusted by the Florida Public Service Commission annually in January. As of January 1, 2001, the amount for fuel was 1.842¢/kwh. For current fuel costs included in this tariff, see page 6.34.

MINIMUM MONTHLY BILLS:

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

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(Continued from Rate Schedule GSD, Sheet No. 6.7)

DETERMINATION OF BILLING DEMAND:

The kilowatt (kw) billing demand for billing purposes shall be the Customer's maximum integrated fifteen (15) minute demand to the nearest kilowatt (kw) during each service month.

REACTIVE DEMAND CHARGE:

When the capacity required to be maintained is one-hundred (100) kilowatts or more, at the option of the Company, the monthly bill calculated at the above rates may be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kva demand and the square of the maximum monthly measured kw demand.

TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the Monthly Rate will be subject to a discount of thirty-five (35) cents per kw of the Customer's billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

TERM OF CONTRACT:

Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**RATE SCHEDULE LP
LARGE POWER SERVICE**

URSC: GSLD

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AVAILABILITY:

Available throughout the entire territory served by the transmission system of the Company.

APPLICABILITY:

Applicable for three phase general service on an annual basis covering the entire electrical requirements of any Customer whose highest actual measured demand is not less than five hundred (500) kilowatts (kw). Provided, however, that any Customer whose highest actual measured demand is less than five hundred (500) kilowatts has the option of taking service under this rate schedule. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered.

MONTHLY RATES:

Customer Charge:	\$226.00
Demand Charge:	\$8.66 per kw of billing demand
Energy Charge:	0.543¢ per KWH
Fuel Charge:	Fuel charges are normally adjusted by the Florida Public Service Commission annually in January. As of January 1, 2001, the amount for fuel was 1.786¢/kwh. For current fuel costs included in this tariff, see page 6.34.

MINIMUM MONTHLY BILLS:

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

(Continued from Rate Schedule LP, Sheet No. 6.10)

DETERMINATION OF BILLING DEMAND:

The kilowatt (kw) billing demand for billing purposes shall be the Customer's maximum integrated fifteen (15) minute demand to the nearest kilowatt (kw) during each service month.

REACTIVE DEMAND CHARGE:

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kva demand and the square of the maximum monthly measured kw demand.

TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the Monthly Rate will be subject to a discount of forty-two (42) cents per month per kilowatt (kw) of the Customer's billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates and maintains the complete step-down transformer substation necessary to receive and use such service the Monthly Rate will be subject to a discount of fifty-two (52) cents per month per kilowatt (kw) of the Customer's billing demand as determined above, and an additional discount of two percent (2%) of the Energy Charge and two percent (2%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

RATE SCHEDULE PX LARGE HIGH LOAD FACTOR POWER SERVICE

URSC: GS LD1

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AVAILABILITY:

Available throughout the entire territory served by the transmission system of the Company.

APPLICABILITY:

Applicable for three phase lighting and power service to any Customer whose actual measured demand is not less than 7,500 kilowatts (kw), with an annual load factor of not less than seventy-five percent (75%). Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage and from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the standard secondary voltage of the Company's transformers supplied from the transmission lines of the Company.

MONTHLY RATES:

Customer Charge:	\$566.38
Demand Charge:	\$8.20 per kw of billing demand
Energy Charge:	0.303¢ per KWH
Fuel Charge:	Fuel charges are normally adjusted by the Florida Public Service Commission annually in January. As of January 1, 2001, the amount for fuel was 1.751¢/kwh. For current fuel costs included in this tariff, see page 6.34.

MINIMUM MONTHLY BILL:

In the event the Customer's annual load factor for the current and preceding eleven months is less than 75% and in consideration of the readiness of the Company to furnish such service, the minimum monthly bill shall not be less than the customer charge plus \$9.856 per kw of billing demand.

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

DETERMINATION OF BILLING DEMAND:

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

REACTIVE DEMAND CHARGE:

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kva demand and the square of the maximum monthly measured kw demand.

TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates and maintains the complete step-down transformer substation necessary to receive and use such service the Monthly Rate will be subject to a discount of eleven (11) cents per month per kilowatt (kw) of the Customer's billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

TERM OF CONTRACT:

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

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

RATE SCHEDULE OS OUTDOOR SERVICE

URSC: SL, OL, OL1, OL2

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AVAILABILITY:

Available throughout the entire territory served by the Company.

OS-III STREET, ROADWAY, AND GENERAL AREA LIGHTING

APPLICABILITY:

Applicable for street, roadway, and general area lighting service under the provisions of the Company's standard contract for such service. Service hereunder includes power supply and may include lamp renewals and regular maintenance.

LIMITATION OF SERVICE:

Company-owned fixtures will be mounted on Company-owned poles of the Company's distribution system. Customer-owned fixtures will be mounted on Customer-owned poles, of a standard type and design, permitting service and maintenance at no abnormal cost to the Company.

MONTHLY RATES: High Pressure Sodium Vapor

Initial Lamp Rating (Lumen)	Desc.	Lamp Wattage	Line Wattage	Est. KWH **	Fixture Charge	Maint. Charge	Energy Charge ***	Total Charge
5400*	Open Bottom	70	84	29	\$2.01	\$1.65	\$0.90	\$4.56
8800	Open Bottom	100	120	41	\$1.72	\$1.50	\$1.27	\$4.49
##8800	Acorn	100	120	41	\$8.56	\$4.41	\$1.27	\$14.24
##8800	Colonial	100	120	41	\$2.31	\$1.74	\$1.27	\$5.32
##8800	English Coach	100	120	41	\$9.35	\$4.74	\$1.27	\$15.36
5400	Cobrahead	70	84	29	\$2.82	\$1.99	\$0.90	\$5.71
*8800	Cobrahead	100	120	41	\$2.36	\$1.77	\$1.27	\$5.40
20000	Cobrahead	200	233	80	\$3.25	\$2.16	\$2.48	\$7.89
*25000	Cobrahead	250	292	100	\$3.15	\$2.13	\$3.10	\$8.38
*46000	Cobrahead	400	477	164	\$3.32	\$2.20	\$5.09	\$10.61
###20000*	Small ORL	200	233	80	\$7.50	\$3.97	\$2.48	\$13.95
###25000	Small ORL	250	292	100	\$7.22	\$3.86	\$3.10	\$14.18
###46000	Small ORL	400	477	164	\$7.56	\$4.00	\$5.09	\$16.65
###20000*	Large ORL	200	233	80	\$12.21	\$5.98	\$2.48	\$20.67
###46000*	Large ORL	400	477	164	\$13.75	\$6.64	\$5.09	\$25.48
***46000	Shoebox	400	477	164	\$6.31	\$3.47	\$5.09	\$14.87
***20000*	Directional	200	233	80	\$5.13	\$2.97	\$2.48	\$10.58
***46000	Directional	400	477	164	\$3.81	\$2.40	\$5.09	\$11.30

ISSUED BY: Travis Bowden

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

Metal Halide

<u>Initial Lamp Rating (Lumen)</u>	<u>Desc.</u>	<u>Lamp Wattage</u>	<u>Line Wattage</u>	<u>Est. KWH</u> **	<u>Fixture Charge</u>	<u>Maint. Charge</u>	<u>Energy Charge</u> ***	<u>Total Charge</u>
##12000	Acorn	175	210	72	\$8.65	\$5.56	\$2.23	\$16.44
##12000	Colonial	175	210	72	\$2.39	\$2.90	\$2.23	\$7.52
##12000	English Coach	175	210	72	\$9.43	\$5.90	\$2.23	\$17.56
##*32000	Small Flood	400	476	163	\$3.89	\$2.58	\$5.06	\$11.53
##*32000	Small Parking Lot	400	476	163	\$7.18	\$3.98	\$5.06	\$16.22
##*100000	Large Flood	1000	1100	378	\$5.58	\$5.10	\$11.73	\$22.41
##*100000	Large Parking Lot	1000	1100	378	\$12.39	\$7.07	\$11.73	\$31.19

Mercury Vapor Vapor
(Not Available for New Installations)

<u>Initial Lamp Rating (Lumen)</u>	<u>Desc.</u>	<u>Lamp Wattage</u>	<u>Line Wattage</u>	<u>Est. KWH</u> **	<u>Fixture Charge</u>	<u>Maint. Charge</u>	<u>Energy Charge</u> ***	<u>Total Charge</u>
7000*	Open Bottom	175	195	67	\$1.39	\$1.32	\$2.08	\$4.79
##*3200*	Cobrahead	100	114	39	\$2.58	\$1.85	\$1.21	\$5.64
##*7000*	Cobrahead	175	195	67	\$2.35	\$1.73	\$2.08	\$6.16
##*9400*	Cobrahead	250	277	95	\$3.09	\$2.10	\$2.95	\$8.14
##*17000*	Cobrahead	400	442	152	\$3.36	\$2.20	\$4.72	\$10.28
##*48000*	Cobrahead	1000	1084	372	\$6.75	\$3.81	\$11.55	\$22.11
##*17000*	Directional	400	474	163	\$5.06	\$2.93	\$5.06	\$13.05

* Not Available for New Installation.

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

*** Energy Charge = 3.104¢/KWH x Estimated Monthly KWH Usage

Non-Directional, Available for Non-Residential Application Only (Except for the 8800 Lumen Cobrahead). Not Available in Coastal Areas with Arms 12 Feet or Longer.

Decorative Luminaire.

Off-Road Luminaire (ORL). Available for Non-Residential Application Only.

##* Directional, Available for Non-Residential Application Only.

##* Available for Non-Residential Application Only. Total charge does not include cost of arm, tenon top adapter, or optional 100 amp relay. The monthly cost of the arm, tenon top adapter, and optional 100 amp relay is shown under the Additional Facilities Charges section. The total charge shown above is for an unmetered fixture. If the service is metered, there will be no Energy Charge billed under this rate.

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

ADDITIONAL FACILITIES CHARGES:

The above rates apply to lighting installations made on the Company's existing overhead distribution system. Any special or additional facilities, which may be installed at the Company's option, will be billed in addition to the above rates.

- Charge for 13 ft. decorative concrete pole used only for decorative lights (Colonial, Acorn, or English Coach) \$10.13.
- Charge for 20 ft. fiberglass pole used only for decorative lights (Colonial) \$3.77.
- Charge for 30 ft. wood pole \$2.43.
- Charge for 30 ft. concrete pole \$5.10.
- Charge for 30 ft. fiberglass pole with concrete, anchor-based pedestal used primarily for the 100,000 Lumen Large Parking Lot fixture \$24.14.
- Charge for 35 ft. concrete pole \$7.42.
- Charge for 35 ft. concrete pole (Tenon Top) \$10.25
- Charge for 35 ft. wood pole \$3.55.
- Charge for 40 ft. wood pole \$4.35.
- Charge for 45 ft. concrete pole (Tenon Top) \$13.47.
- Charge for single arm for Shoebox/Small Parking Lot fixture \$1.41.
- Charge for double arm for Shoebox/Small Parking Lot fixture \$1.56.
- Charge for triple arm for Shoebox/Small Parking Lot fixture \$2.12.
- Charge for quadruple arm for Shoebox/Small Parking Lot fixture \$2.67.
- Charge for Tenon Top adapter for 100,000 Lumen Large Parking Lot fixture \$2.60.
- Charge for optional 100 amp relay \$14.57.
- Charge for 25 KVA transformer (non-coastal) for 46,000 Lumen Shoebox, 32,000 Lumen Small Parking Lot, or 100,000 Lumen Large Parking Lot fixture(s) \$20.20.
- Charge for 25 KVA transformer (coastal) for 46,000 Lumen Shoebox, 32,000 Lumen Small Parking Lot, or 100,000 Lumen Large Parking Lot fixture(s) \$28.77.

All other additional facilities shall be billed at 1.78% per month of the Company's cost. Such facilities may include, but are not limited to, additional overhead or underground wiring and special poles approved by the Company.

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(Continued from Rate Schedule OS, Sheet No. 6.18)

VANDALISM (WILLFUL DAMAGE):

The Customer will have the following three options on the second occurrence of vandalism (willful damage) to a Company fixture:

1. Pay (a) the total repair costs of the fixture or the original total installed cost of the fixture less any depreciation and salvage value plus the removal cost if the fixture cannot be repaired and (b) the total installed cost of a luminaire protective shield. If the fixture is not compatible with the shield, then the fixture will be replaced with either a compatible 100 watt or 250 watt cobrahead fixture,
2. Request that the damaged fixture be replaced with the same type of unshielded fixture. For this and any subsequent occurrence, the Customer will pay either (a) the total repair costs of the fixture or (b) the original total installed cost of the fixture less any depreciation and salvage value plus the removal cost if the fixture cannot be repaired, or
3. Discontinue the service to the fixture.

The Customer must notify the Company in writing of its selected option. The Customer may choose to pay the total installed cost of a luminaire protective shield after the first occurrence of vandalism (willful damage) to a Company fixture and save the costs incurred in 1(a) above.

MONTHLY RATES - CUSTOMER OWNED WITHOUT RELAMPING SERVICE AGREEMENT:

Customer-owned street, roadway, and general area lighting fixtures which conform to the specifications of Company-owned fixtures may receive energy at the appropriate charges for each size light above. Customer-owned street, roadway, and general area lighting systems which do not conform to specifications of the Company-owned fixtures shall be charged the monthly rate of 3.104¢/KWH of the estimated KWH usage of each unit. Customer-owned equipment must be approved in advance as to accessibility to be eligible to receive service. The Customer will provide all pole(s), fixture(s), lamp(s), photoelectric control(s), and circuit(s) up to the point of connection to the Company's supply lines (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate.

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

MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:

The monthly rates set forth below cover both the electric service (if unmetered) and the replacement of lamps and photoelectric controls upon routine failure. Lamps or photoelectric controls damaged or destroyed due to vandalism or willful abuse are not covered by the agreement and will only be replaced at the Customer's expense. Customer-owned equipment must be approved in advance as to compatibility with Company-owned lamps and photoelectric controls and accessibility to be eligible to receive service. The Customer will provide all pole(s), fixture(s), initial lamp(s) and photoelectric control(s), and circuit(s) up to the point of connection to the Company's supply lines (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate. The Customer remains responsible for all maintenance other than the replacement of lamps and photoelectric controls.

MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:

<u>High Pressure Sodium Vapor</u>						
<u>Initial Lamp Rating (Lumen)</u>	<u>Lamp Wattage</u>	<u>Line Wattage</u>	<u>Est. KWH</u> **	<u>Relamping Charge</u>	<u>Energy Charge</u> ***	<u>Total Charge</u>
8800	100	120	41	\$0.67	\$1.27	\$1.94
20000*	200	233	80	\$0.69	\$2.48	\$3.17
25000	250	292	100	\$0.70	\$3.10	\$3.80
46000	400	477	164	\$0.69	\$5.09	\$5.78

<u>Metal Halide</u>						
<u>Initial Lamp Rating (Lumen)</u>	<u>Lamp Wattage</u>	<u>Line Wattage</u>	<u>Est. KWH</u> **	<u>Relamping Charge</u>	<u>Energy Charge</u> ***	<u>Total Charge</u>
32000	400	476	163	\$0.83	\$5.06	\$5.89

* Not Available for New Installation

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

*** Energy Charge = 3.104¢/KWH x Estimated Monthly KWH Usage

The Total Charge shown above is for an unmetered fixture. If the service is metered, there will be no Energy Charge billed under this rate.

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(Continued from Rate Schedule OS, Sheet No. 6.20)

ADDITIONAL FACILITIES CHARGES FOR CUSTOMER OWNED:

Any special or additional facilities, which may be installed at the Company's option, will be billed in addition to the above Customer-owned rates.

Charge for 35 ft. wood pole \$3.55.

All other additional facilities shall be billed at 1.78 percent per month of the Company's cost.

PROVISION FOR UP FRONT PAYMENT OF ADDITIONAL FACILITIES:

At the Customer's option, the cost of the additional facilities may be paid up front in lieu of a monthly charge. Should the Customer choose this method of payment, the amount will be the Company's total installed cost for these additional facilities for overhead or underground distribution electric service. The Company will retain ownership of these additional facilities. At the end of the useful life of these additional facilities, the Customer will have the option of either paying up front for the total installed cost of the replacement of the additional facilities, paying a monthly charge as provided in this tariff, or discontinuing the unmetered electric service.

PROVISION FOR UP FRONT PAYMENT OF FIXTURES:

At the Customer's option, the cost of the fixture(s) may be paid up front in lieu of paying the monthly Total Charge of the fixture(s). Should the Customer choose this method of payment, the amount will be the Company's total installed cost for the fixture(s). The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. At the end of the useful life of the fixture(s), the Customer will have the option of either paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis the Maintenance and Energy Charges for the fixture(s), paying the monthly Total Charge of the fixture(s) as provided in this tariff, or discontinuing the unmetered electric service.

PROVISION FOR CHANGING TO DIFFERENT FIXTURE BEFORE CONTRACT EXPIRES:

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

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

OS-III. OTHER OUTDOOR SERVICE (OL1)

Other outdoor service for Customer-owned facilities with fixed wattage loads operating continuously throughout the billing period such as, but not limited to, traffic signals and cable television amplifiers shall be billed according to the monthly rate below:

4.316 cents per KWH for all KWH

The estimated annual KWH usage shall be determined by multiplying the annual operation hours times the maximum demand. The monthly KWH usage will be one-twelfth (1/12) of the estimated annual KWH usage. Maximum demand shall be the total number of kilowatts connected at any one time. At the option of the Company service rendered under this section may be metered and billed under the applicable General Service rate schedule. Minimum Monthly bill shall be \$1.00 per service connection.

TERM OF CONTRACT (OS-I/II, OS-III):

Service under this Rate Schedule shall be for an initial period of five (5) years for high pressure sodium street lighting under the terms of Part I/II, three (3) years for high pressure sodium vapor (non-residential) or metal halide (non-residential) general area lighting under terms of Part I/II, two (2) years for high pressure sodium vapor (residential) general area lighting under terms of Part I/II, and in each case thereafter from year to year until terminated by three (3) months written notice by either party to the other. When additional facilities are required, the Company may require a contract for a longer initial period. There is no term of contract for rate OS-III.

DEPOSIT (OS-I/II, OS-III):

A deposit amounting to not over one-half the billing for the initial contract period may be required before service is connected. The deposit may be applied to any final bills against the Customer for service.

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(Continued from Rate Schedule OS, Sheet No. 6.22)

OS-IV. OUTDOOR SERVICE RECREATIONAL LIGHTING (OL-2)

APPLICABILITY:

Outdoor service for Customer-owned recreational lighting facilities such as ball parks, football and soccer fields, and tennis courts shall be billed according to the monthly rate below. Under this section the lighting facilities shall be metered and billed on the actual monthly KWH. Service to non-lighting facilities such as concession stands shall be separately metered and billed under the appropriate General Service rate schedule. Service under this schedule shall not be resold to others. All service shall be taken at the same voltage and from a single delivery point.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the rules and regulations of the Company which govern the extension of three phase service.

MONTHLY RATES:

Customer Charge: \$15.00

Energy-Demand Charge: 3.223¢ per KWH

MINIMUM MONTHLY BILLS:

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

TERM OF CONTRACT:

Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.

DEPOSIT (OS-IV):

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

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

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

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

Section No. VI
Seventeenth Revised Sheet No. 6.25
Canceling Sixteenth Revised Sheet No. 6.25

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Section No. VI
Sixteenth Revised Sheet No. 6.27
Canceling Fifteenth Revised Sheet No. 6.27

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

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

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Section No. VI
Eighth Revised Sheet No. 6.31
Canceling Seventh Revised Sheet No. 6.31

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**RATE SCHEDULE BB
BUDGET BILLING
(OPTIONAL RIDER)**

PAGE	EFFECTIVE DATE
1 of 2	

AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

This budget billing rider will, upon request by the Customer, be applied to any customer receiving electric service under Rate Schedules RS, RSVP, GS, GSD, GSDT, GSTOU, LP, LPT, PX, PXT, and RTP except those customers with current delinquent bills or those customers disqualified from the program within the twelve preceding months. Eligible customers will be notified of availability of this rider annually. Gulf Power shall have 30 days to establish Budget Billing upon request of the Customer.

BILLING:

Under the Budget Billing plan, the Monthly billing is determined as follows:

1. The Annual Base Amount is calculated using the most recent 12 months billings for the premises (including billings for Rate Schedule OS, if any,) and then averaged and rounded to the nearest whole dollar (Monthly Budget Billing Amount). If the customer has not occupied the premises for 12 months, the Annual Base Amount will be determined by the Customer's available monthly billings plus the previous occupant's billings. If the premises is new or sufficient actual consumption is not available, a 12-month estimated bill will be used.
2. The Monthly Budget Billing Amount is recalculated every month using the most recent Annual Base Amount plus any deferred balances (the difference in prior billings made under the Budget Billing Plan and that of actual charges).

$$\begin{array}{rcccl} \text{Monthly Budget} & & & & \\ \text{Billing Amount} & = & \frac{12\text{-month Summation}}{12} & + & \text{Deferred} \\ & & \text{Actual or Est. Annual Base} & & \text{Balance} \end{array}$$

PAGE	EFFECTIVE DATE
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(Continued from Rate Schedule BB, Sheet No. 6.32)

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

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

TERM OF CONTRACT:

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

TERMINATION:

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

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

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TAX ADJUSTMENT:

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

FRANCHISE FEE BILLING:

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

GROSS RECEIPTS TAX ADJUSTMENT:

In accordance with Section 203.01 of the Florida Statutes, effective July 1, 1992, an increase in the rate of the state gross receipts tax is applicable to electric sales charges.

PAYMENT OF BILLS:

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

**RATE SCHEDULE FLAT-1
RESIDENTIAL/COMMERCIAL FLATBILL
Limited Availability Experimental Rate**

PAGE	EFFECTIVE DATE
1 of 2	

AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

Gulf Power residential customers in good credit standing who have twelve months valid billing information on or under Rate Schedule RS at their current residence are eligible to participate in the pilot program.

Gulf Power Commercial customers in good credit standing, who currently purchase electric service under Gulf Power's Rate Schedule GS (General Service) and who have twelve months of valid billing information at their current location are eligible to participate in the pilot program.

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

Applicable to those customers participating in Gulf Power Company's FlatBill pilot program.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available distribution lines of the Company for the locality in which service is to be rendered.

MONTHLY BILL FORMULA:

Annual Bill = [Estimated Annual kWh [Energy/Demand cents/kWh + Fuel cents/kWh + ECCR cents/kWh + ECR cents/kWh + PPCC cents/kWh] + Annual Customer Charge] + Applicable Fees and Taxes

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

Monthly Bill = Annual Bill / 12

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(Continued from Rate Schedule FLAT-1, Sheet No. 6.39)

TERM OF CONTRACT:

Service hereunder shall be for a period of one year – the length of the FlatBill pilot program.

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

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

Section No. VI
Third Revised Sheet No. 6.41
Canceling Second Revised Sheet No. 6.41

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RATE SCHEDULE GSTOU
GENERAL SERVICE TIME-OF-USE CONSERVATION
(OPTIONAL SCHEDULE)
URSC: GSTOU

PAGE	EFFECTIVE DATE
1 of 3	

AVAILABILITY:

Available on a first come - first serve basis subject to meter availability throughout the entire territory served by the Company.

APPLICABILITY:

Applicable as an option to Rate Schedule GSD for general service on an annual basis covering the entire electrical requirements of any Customer whose highest actual measured demand is not more than four hundred ninety-nine (499) kilowatts. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the Rules and Regulations of the Company which govern the extension of the three phase service.

MONTHLY RATES:

Customer Charge: \$40.00

Energy-Demand Charges:

Summer – June through September:

On-Peak	15.963¢ per KWH
Intermediate	5.660¢ per KWH
Off-Peak	2.076¢ per KWH

October through May:

All hours	3.086¢ per KWH
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Fuel Charge: Fuel charges are normally adjusted by the Florida Public Service Commission annually in January. As of January 1, 2001, the amount for fuel was 1.842¢/KWH. For current fuel costs included in this tariff, see page 6.34.

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

DETERMINATION OF THE SUMMER TIME PERIODS:

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

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

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

MINIMUM MONTHLY BILL:

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

TERM OF CONTRACT:

Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months written notice by either party to the other.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

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

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

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

**RATE SCHEDULE GSDT
GENERAL SERVICE - DEMAND
TIME-OF-USE CONSERVATION
(OPTIONAL SCHEDULE)
URSC: GSDT**

PAGE	EFFECTIVE DATE
1 of 4	

AVAILABILITY:

Available on a first come - first serve basis subject to meter availability throughout the entire territory served by the Company.

APPLICABILITY:

Applicable as an option to Rate Schedule GSD for general service on an annual basis covering the entire electrical requirements of any Customer whose highest actual measured demand is not less than twenty (20) kilowatts nor more than four hundred ninety-nine (499) kilowatts. Provided, however, that any customer whose highest actual measured demand is less than twenty (20) kilowatts has the option of taking service under this rate schedule. No monthly measured demand shall be more than four hundred ninety-nine (499) kilowatts. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the Rules and Regulations of the Company which govern the extension of the three phase service.

MONTHLY RATES:

Customer Charge:	\$40.00
Demand Charge:	\$2.49 per kw of max. demand plus; \$2.81 per kw of on-peak demand
Energy Charge:	On-Peak and Off-Peak Period: 1.271¢ per KWH

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(Continued from Rate Schedule GSDT, Sheet No. 6.45)

Fuel Charge:

Fuel charges are normally adjusted by the Florida Public Service Commission annually in January. As of January 1, 2001, the amount for fuel was 2.361¢/KWH on-peak, and 1.622¢/KWH off-peak. For current fuel costs included in this tariff, see page 6.34.

DETERMINATION OF THE ON-PEAK PERIOD:

The on-peak period for calendar months April through October is defined as being those hours between 12:00 p.m. and 9:00 p.m. Central Daylight Time/Central Standard Time, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10:00 p.m. Central Standard Time/Central Daylight Time, Monday through Friday.

DETERMINATION OF THE OFF-PEAK PERIOD:

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

MINIMUM MONTHLY BILLS:

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the Customer Charge plus the Demand Charge for Maximum Billing Demand and the On-Peak Demand.

DETERMINATION OF BILLING DEMAND:

- (a) Maximum Demand--The kilowatt (kw) billing demand for billing purposes shall be the customer's maximum integrated 15 minute demand to the nearest kilowatt (kw) during each service month.
- (b) On-Peak Demand--The kilowatt (kw) billing demand for billing purposes shall be the customer's maximum integrated 15 minute demand to the nearest kilowatt (kw) during each service month as measured during the hours designated as on-peak.

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(Continued from Rate Schedule GSDT, Sheet No. 6.46)

REACTIVE DEMAND CHARGE:

When the capacity required to be maintained is one-hundred (100) kilowatts or more, at the option of the Company, the monthly bill calculated at the above rates may be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kva demand and the square of the maximum monthly measured kw demand.

TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the Monthly Rate will be subject to a discount of thirty-five (35) cents per kw of the Customer's maximum billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

TERM OF CONTRACT:

- (1) Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.
- (2) The initial selection of this optional rate schedule by a Rate Schedule GSD Customer may be terminated at any time by written or personal notice from the Customer. After such termination, any subsequent selection of this option by the same Customer for service at the same premises shall have a term of contract as specified in (1) above.

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(Continued from Rate Schedule GSDT, Sheet No. 6.47)

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

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

RATE SCHEDULE LPT
LARGE POWER SERVICE – TIME-OF-USE CONSERVATION
(OPTIONAL SCHEDULE)
URSC: GSLDT

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AVAILABILITY:

Available on a first come - first serve basis subject to meter availability throughout the entire territory served by the transmission system of the Company.

APPLICABILITY:

Applicable as an option to Rate Schedule LP for three phase general service on an annual basis covering the entire electrical requirements of any Customer whose highest actual measured demand is not less than five hundred (500) kilowatts (kw). Provided, however, that any customer whose highest actual measured demand is less than five hundred (500) kilowatts has the option of taking service under this rate schedule. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered.

MONTHLY RATES:

Customer Charge:	\$226.00
Demand Charge:	\$1.75 per kw of max. demand plus; \$6.95 per kw of on-peak demand
Energy Charge:	On-Peak and Off-Peak Periods: 0.543¢ per KWH
Fuel Charge:	Fuel charges are normally adjusted by the Florida Public Service Commission annually in January. As of January 1, 2001, the amount for fuel was 2.289¢/KWH on-peak, and 1.572¢/KWH off-peak. For current fuel costs included in this tariff, see page 6.34.

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

TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the Monthly Rate will be subject to a discount of forty-two (42) cents per month per kilowatt (kw) of the Customer's maximum billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates, and maintains the complete step-down transformer substation necessary to receive and use such service, the Monthly Rate will be subject to a discount of fifty-two (52) cents per month per kilowatt (kw) of the Customer's maximum billing demand as determined above, and an additional discount of two percent (2%) of the Energy Charge and two percent (2%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

TERM OF CONTRACT:

- (1) Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.
- (2) The initial selection of this rate schedule as an option by a Rate Schedule LP Customer may be terminated at any time by written or personal notice from the Customer. After such termination, any subsequent selection of this option by the same Customer for service at the same premises shall have a term of contract as specified in (1) above.

**RATE SCHEDULE PXT
LARGE HIGH LOAD FACTOR POWER SERVICE
TIME-OF-USE CONSERVATION
(OPTIONAL SCHEDULE)**

URSC: GSLDT1

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1 of 4

EFFECTIVE DATE

AVAILABILITY:

Available throughout the entire territory served by the transmission system of the Company.

APPLICABILITY:

Applicable as an option to Rate Schedule PX for three phase lighting and power service to any customer whose actual measured demand is not less than 7,500 kilowatts (kw), with an annual load factor of not less than seventy-five percent (75%). Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage and from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the standard secondary voltage of the Company's transformers supplied from the transmission lines of the Company.

MONTHLY RATES:

Customer Charge:	\$566.38
Demand Charge:	\$0.68 per KW of max. demand plus; \$7.61 per KW of on-peak demand
Energy Charge:	On-Peak and Off-Peak Period: 0.300¢ per KWH
Fuel Charge:	Fuel charges are normally adjusted by the Florida Public Service Commission annually in January. As of January 1, 2001, the amount for fuel was 2.245¢/KWH on-peak, and 1.542¢/KWH off-peak. For current fuel costs included in this tariff, see page 6.34.

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(Continued from Rate Schedule PXT, Sheet No. 6.53)

DETERMINATION OF THE ON-PEAK PERIOD:

The on-peak period for calendar months April through October is defined as being those hours between 12:00 p.m. and 9:00 p.m. Central Daylight Time/Central Standard Time, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10:00 p.m. Central Standard Time/Central Daylight Time, Monday through Friday.

DETERMINATION OF THE OFF-PEAK PERIOD:

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

MINIMUM MONTHLY BILLS:

In the event the Customer's annual load factor for the current and preceding eleven months is less than 75% and in consideration of the readiness of the Company to furnish such service, the minimum monthly bill shall not be less than the Customer charge plus \$9.830 per kw of maximum billing demand.

DETERMINATION OF BILLING DEMAND:

- (a) Maximum Demand--The kilowatt (kw) billing demand for billing purposes shall be the maximum measured kw demand integrated over any fifteen minute interval during the current bill month but not less than 7500 kw.
- (b) On-Peak Demand--The kilowatt (kw) billing demand for billing purposes shall be the customer's maximum integrated 15 minute demand to the nearest kilowatt (kw) during each service month as measured during the hours designated as on-peak.

REACTIVE DEMAND CHARGE:

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kva demand and the square of the maximum monthly measured kw demand.

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

**TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING
VOLTAGE DISCOUNTS:**

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates and maintains the complete step-down transformer substation necessary to receive and use such service the Monthly Rate will be subject to a discount of eleven (11) cents per month per kilowatt (kw) of the Customer's maximum billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

TERM OF CONTRACT:

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

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

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

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

RATE SCHEDULE SBS STANDBY AND SUPPLEMENTARY SERVICE

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AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

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

Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage and from a single delivery point.

CHARACTER OF SERVICE:

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

PROCEDURES:

Customers receiving service from this schedule must:

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

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

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

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

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

MONTHLY RATES:

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

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(Continued from Rate Schedule SBS, Sheet No. 6.58)

A Standby Service Customer will be billed for electric service in accordance with the following charges:

Contract Demand:	<u>100 to 499 KW</u>	<u>500 to 7,499 KW</u>	<u>Above 7,499 KW</u>
Customer Charge:	\$248.20	\$248.20	\$591.01
Demand Charge:			
Local Facilities Charge Per KW of BC and NC	\$1.66	\$1.23	\$0.51
On-Peak Demand Charge: Per KW of On-Peak KW up to NC	\$2.41	\$7.16	\$7.61
Plus the greater of:			
Reservation Charge: Per KW of BC or	\$0.99	\$0.99	\$0.98
The Sum of the Daily On-Peak Standby Demand Charges: Per KW per day of On-Peak KW in excess of NC	\$0.46	\$0.46	\$0.46
Energy Charge Per KWH:	1.177¢	0.311¢	0.300¢

Customers with zero (0) NC will not be subject to the On-Peak Demand Charge.

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

PROVISION FOR LOWERING STANDBY SERVICE CAPACITY (BC):

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

PROVISION FOR COORDINATED MAINTENANCE MONTHS (CMMs):

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

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

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

DETERMINATION OF THE ON-PEAK PERIOD:

The on-peak period for calendar months April through October is defined as being those hours between 12:00 P.M. and 9:00 P.M. Central Daylight Time/Central Standard Time, Monday through Friday.

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

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

DETERMINATION OF THE OFF-PEAK PERIOD:

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

DETERMINATION OF STANDARD BILLING DEMAND:

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

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

REACTIVE DEMAND CHARGE:

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kva demand and the square of the maximum monthly measured kw demand. This charge is applicable only to the Supplementary Service.

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(Continued from Rate Schedule SBS, Sheet No. 6.61)

TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the monthly rate will be subject to a discount of: twenty-seven (27) cents per month per kilowatt (KW) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers which are billed under the 100 to 499 KW demand range; or forty-one (41) cents per month per kilowatt (KW) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers which are billed under the 500 to 7,499 KW demand range; and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge.

TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates, and maintains the complete step-down transformer substation necessary to receive and use such service, the monthly rate will be subject to a discount of forty-eight (48) cents per month per kilowatt (KW) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers which are billed under the 500 to 7,499 KW demand range and an additional discount of two percent (2%) of the Energy Charge and two percent (2%) of the Demand Charge. The monthly rate will be subject to a discount of seven (7) cents per kilowatt (KW) of the demand used in the calculation of the Local Facilities Charge for those customers which are billed under the above 7,499 KW demand range and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge.

TERM OF CONTRACT:

Service under this rate schedule shall be for a minimum period of five (5) years and shall continue thereafter from year to year until terminated by either party upon twenty-four (24) months written notice to the other.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

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

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENERGY CONSERVATION:

See Sheet No. 6.36

ENVIRONMENTAL COST:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

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

DEFINITIONS:

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

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

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

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

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

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

Section No. VI
First Revised Sheet No. 6.65
Canceling Original Sheet No. 6.65

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

FUEL CHARGES:

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

TERM OF SERVICE:

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

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

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**RATE SCHEDULE RSVP
RESIDENTIAL SERVICE VARIABLE PRICING
LIMITED AVAILABILITY RATE
(Optional Schedule)**

URSC: RS1

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AVAILABILITY:

Available, subject to equipment availability, to customers eligible for Rate Schedule RS (Residential Service). Availability is limited to those customers who meet certain equipment requirements described below.

APPLICABILITY:

Applicable as an alternative to Rate Schedule RS for service used for domestic purposes at an individually metered dwelling unit suitable for year-round family occupancy containing full kitchen facilities. Service provided hereunder shall not be shared with or resold to others. Service is provided only with the owner's permission.

EQUIPMENT REQUIREMENTS:

- (1) Touch-tone phone service.
- (2) Service entrance panel or house power panel rated at 200 amps or less.
- (3) Central heating and air conditioning that is compatible with Company installed energy management equipment.
- (4) Electric water heaters, pool pumps, or other devices controlled by equipment provided through the program must be no larger than 30 amps and 240 volts each and compatible with Company installed energy management equipment.
- (5) Electric wiring must be conducive to power line carrier messaging.
- (6) Residence must be located in an area capable of meeting a paging strength standard.
- (7) Existing meter configuration must be capable of incorporating the energy management equipment.

INSTALLATION AND REMOVAL:

Energy management equipment will be installed at the Customer's residence upon the Customer's initial request for service under Rate Schedule RSVP at no charge to the Customer. If this same Customer requests service at the same residence under Rate Schedule RSVP after returning to Rate Schedule RS, the Customer will be billed \$179.00 for installation costs and, thereafter, billed under Rate Schedule RSVP.

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(Continued from Rate Schedule RSVP, Sheet No. 6.75)

If a Customer has taken service under Rate Schedule RSVP two separate times at the same residence then requests to be moved back to Rate Schedule RS, the Customer will be billed \$109.00 for removal costs and thereafter billed under Rate Schedule RS.

If a Customer moves into a residence with existing Company-owned energy management equipment, the Customer will receive service under Rate Schedule RSVP with no participation charge for a period of three months. At the end of three months, the Customer will be given the option of remaining on Rate Schedule RSVP (and thereafter paying the monthly participation charge) or moving to Rate Schedule RS. If the Customer chooses Rate Schedule RS at that time, Company-owned energy management equipment will be removed free of charge.

CHARACTER OF SERVICE:

Available for single-phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts. Service shall be metered through one metering device capable of measuring electrical energy consumption during the various times each energy demand charge is in effect.

MONTHLY RATES:

Customer Charge: \$12.00

Program Participation Charge: \$4.95

Energy Demand Charge:

Low Cost Hours (P ₁):	1.800¢ per KWH
Medium Cost Hours (P ₂):	3.021¢ per KWH
High Cost Hours (P ₃):	7.798¢ per KWH
Critical Cost Hours (P ₄):	29.000¢ per KWH

Fuel Charge:

Fuel charges are normally adjusted by the Florida Public Service Commission annually in January. As of January 1, 2001, the amount for fuel was 1.842¢/KWH. For current fuel costs included in this tariff, see page 6.34.

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(Continued from Rate Schedule RSVP, Sheet No. 6.76)

DETERMINATION OF PRICING PERIODS:

Pricing periods are established by season for weekdays and weekends. The pricing periods for price levels P_1 , P_2 , and P_3 are as follows:

May through October

	P_1	P_2	P_3
Weekdays	11 P.M. - 6 A.M.	6 A.M. - 1 P.M. 6 P.M. - 11 P.M.	1 P.M. - 6 P.M.
Weekends	11 P.M. - 6 A.M.	6 A.M. - 11 P.M.	-----

November through April

	P_1	P_2	P_3
Weekdays	11 P.M. - 5 A.M.	5 A.M. - 6 A.M. 10 A.M. - 11 P.M.	6 A.M. - 10 A.M.
Weekends	11 P.M. - 6 A.M.	6 A.M. - 11 P.M.	-----

The pricing periods for price level P_4 shall be determined at the sole discretion of the Company. Each customer will be notified by electronic signal at least one half hour prior to the start of price level P_4 .

The pricing periods for the following observed holidays will be the same as the weekend hour price levels for the month in which the holiday occurs:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

MINIMUM BILL:

In consideration of the readiness of the Company to furnish such service, a monthly charge will be made of not less than the sum of the Customer charge and the program participation charge.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

RATE SCHEDULE GCSP GOODCENTS SURGE PROTECTION

PAGE	EFFECTIVE DATE
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AVAILABILITY:

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

APPLICABILITY:

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

MONTHLY RATES:

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

Equipment Charge: \$3.45 per month

TERM OF AGREEMENT:

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

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

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

ISSUED BY: Travis Bowden

**RATE SCHEDULE RTP
LIMITED AVAILABILITY RATE
REAL TIME PRICING
(OPTIONAL SCHEDULE)**

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AVAILABILITY:

Availability is limited to (1) existing customers eligible for Rate Schedules LP, LPT, PX, or PXT with an annual peak load not less than 2,000 kilowatts (KW) for the previous 12 months, (2) existing customers currently taking service under Rate Schedule SBS with an annual peak load not less than 2,000 kilowatts (KW) for the previous 12 months and contracted Supplementary Service that is at least 50% of the contracted Standby Service for the previous 12 months, and (3) new customers (any customer with less than 12 months of electric service with Gulf Power Company) eligible for Rate Schedules LP, LPT, PX, or PXT with an estimated annual peak load not less than 2,000 kilowatts (KW).

APPLICABILITY:

Applicable for three phase service on an annual basis covering the entire electrical requirements of the customer. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the standard secondary voltage of the Company's transformers supplied from the transmission lines of the Company or the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered.

MONTHLY RATES:

Customer Charge: \$1,000.00

Fuel Charge: Fuel charges are normally adjusted by the Florida Public Service Commission annually in January. As of January 1, 2001, the amount for fuel was 1.751¢/KWH. For current fuel costs included in this tariff, see page 6.34.

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(Continued from Rate Schedule RTP Sheet No. 6.80)

Energy Charge: The RTP hourly energy prices are derived using the day ahead projection of Southern System Lambdas adjusted to recognize embedded costs. This price is determined as follows:

$$P = \lambda \times M + D$$

Where,

- "P" = hourly price in ¢/KWH
- "λ" = Southern Company territorial system Lambda, projected a day ahead for each hour of the day
- "M" = multiplier which is used to adjust λ to recognize embedded costs
- "D" = constant amount of 0.25¢/KWH added to each hourly price

"M" is determined as follows:

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

"D" is determined as follows:

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

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

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(Continued from Rate Schedule RTP Sheet No. 6.81)

MINIMUM BILL:

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than \$1,000.00.

REACTIVE DEMAND CHARGE:

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per KVAR for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured KVA demand and the square of the maximum monthly measured KW demand.

NOTIFICATION OF HOURLY PRICES:

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

TERM OF CONTRACT:

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

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

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Form 3	Contract for Seasonal Electric Power	7.11
Form 4	Deleted	
Form 5	Contract for Steet and General Area Lighting Service - Rate Schedule OS (Part I/II)	7.16
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GULF POWER COMPANY
CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Customer Name _____ Date _____
DBA _____ Telephone No. _____ Soc. Sec. No. (if applicable) _____
Residential () Home Business () Commercial () Industrial () Street Lighting ()
Street Address (Subdivision, etc.) of Light(s) _____
Mailing Address _____
Driving Directions _____

Location of Light(s) _____
Meter No. _____ Account No. _____ TLM No(s). _____
JETS WO No. _____ FSO No. _____ New Installation () Existing Installation ()

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of five (5) years for high pressure sodium street lighting, three (3) years if any high pressure sodium vapor (non-residential) or metal halide (non-residential) general area lighting is installed, and two (2) years if any high pressure sodium vapor (residential) general area lighting is installed, unless additional facilities required by the Company require a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of _____ years and thereafter from year to year until terminated by three (3) months' written notice by either party to the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY

APPLICANT

Application

Taken By _____

Applicant _____

Approved by _____

Authorized Company Representative

Title _____

Date _____

ISSUED BY: Travis Bowden

EFFECTIVE:

Form 5 (Continued)

FACILITIES FURNISHED:

High Pressure Sodium Vapor Lighting:

8,800 Lumen (100 Watts) Open Bottom Light(s) to be installed at a base rate of \$4.49 each per month	\$ _____
8,800 Lumen (100 Watts) Decorative Acorn Light(s) to be installed at a base rate of \$14.24 each per month	\$ _____
8,800 Lumen (100 Watts) Decorative Colonial Light(s) to be installed at a base rate of \$5.32 each per month	\$ _____
8,800 Lumen (100 Watts) Decorative English Coach Light(s) to be installed at a base rate of \$15.36 each per month	\$ _____
8,800 Lumen (100 Watts) Cobrahead*** Light(s) to be installed at a base rate of \$5.40 each per month	\$ _____
25,000 Lumen* (250 Watts) Cobrahead*** Light(s) to be installed at a base rate of \$8.38 each per month	\$ _____
46,000 Lumen* (400 Watts) Cobrahead*** Light(s) to be installed at a base rate of \$10.61 each per month	\$ _____
46,000 Lumen* (400 Watts) unmetered Shoebox Light(s) to be installed at a base rate of \$14.87** each per month	\$ _____
46,000 Lumen* (400 Watts) metered Shoebox Light(s) to be installed at a base rate of \$9.78** each per month	\$ _____
25,000 Lumen* (250 Watts) Small Off Road Light(s) to be installed at a base rate of \$14.18 each per month	\$ _____
46,000 Lumen* (400 Watts) Small Off Road Light(s) to be installed at a base rate of \$16.65 each per month	\$ _____
46,000 Lumen* (400 Watts) Directional Light(s) to be installed at a base rate of \$11.30 each per month	\$ _____

Metal Halide Lighting:

12,000 Lumen (175 Watts) Decorative Acorn Light(s) to be installed at a base rate of \$16.44 each per month	\$ _____
12,000 Lumen (175 Watts) Decorative Colonial Light(s) to be installed at a base rate of \$7.52 each per month	\$ _____
12,000 Lumen (175 Watts) Decorative English Coach Light(s) to be installed at a base rate of \$17.56 each per month	\$ _____
32,000 Lumen* (400 Watts) Small Flood Light(s) to be installed at a base rate of \$11.53 each per month	\$ _____
32,000 Lumen* (400 Watts) unmetered Small Parking Lot Light(s) to be installed at a base rate of \$16.22** each per month	\$ _____
32,000 Lumen* (400 Watts) metered Small Parking Lot Light(s) to be installed at a base rate of \$11.16** each per month	\$ _____
100,000 Lumen* (1000 Watts) Large Flood Light(s) to be installed at a base rate of \$22.41 each per month	\$ _____
100,000 Lumen* (1000 Watts) unmetered Large Parking Lot Light(s) to be installed at a base rate of \$31.19** each per month	\$ _____
100,000 Lumen* (1000 Watts) metered Large Parking Lot Light(s) to be installed at a base rate of \$19.46** each per month	\$ _____

Poles:

Thirteen (13) ft. Decorative Concrete Pole(s) used only for Decorative Lights to be installed at \$10.13 each per month	\$ _____
Twenty (20) ft. Fiberglass Pole(s) used only for Decorative Colonial Lights to be installed at \$3.77 each per month	\$ _____
Thirty (30) ft. Concrete Pole(s) to be installed at \$5.10 each per month	\$ _____
Thirty (30) ft. Fiberglass Pole(s) with concrete, anchor-based pedestal used primarily for 100,000 Lumen Large Parking Lot Lights to be installed at \$24.14 each per month	\$ _____
Thirty-five (35) ft. Concrete Pole(s) to be installed at \$7.42 each per month	\$ _____
Thirty-five (35) ft. Concrete (Tenon Top) Pole(s) to be installed at \$10.25 each per month	\$ _____
Thirty-five (35) ft. Wood Pole(s) to be installed at \$3.55 each per month	\$ _____
Forty (40) ft. Wood Pole(s) to be installed at \$4.35 each per month	\$ _____
Forty-five (45) ft. Concrete (Tenon Top) Pole(s) to be installed at \$13.47 each per month	\$ _____

Miscellaneous Additional Facilities:

Single arm for Shoebox/Small Parking Lot Light to be installed at \$1.41 each per month	\$ _____
Double arm for Shoebox/Small Parking Lot Light to be installed at \$1.56 each per month	\$ _____
Triple arm for Shoebox/Small Parking Lot Light to be installed at \$2.12 each per month	\$ _____
Quadruple arm for Shoebox/Small Parking Lot Light to be installed at \$2.67 each per month	\$ _____
Tenon Top Adapter for 100,000 Lumen Large Parking Lot Light(s) to be installed at \$2.60 each per month	\$ _____
Optional 100 Amp Relay to be installed at \$14.57 each per month	\$ _____
25 KVA Transformer (non-coastal) for 46,000 Lumen Shoebox, 32,000 Lumen Small Parking Lot, or 100,000 Lumen Large Parking Lot Light(s) to be installed at \$20.20 each per month	\$ _____
25 KVA Transformer (coastal) for 46,000 Lumen Shoebox, 32,000 Lumen Small Parking Lot, or 100,000 Lumen Large Parking Lot Light(s) to be installed at \$28.77 each per month	\$ _____
All Other Additional Facilities to be installed at 1.78% per month of Company's total installed cost	\$ _____

Total Base Monthly Charge****

\$ _____

* Available for non-residential application only

** Base rate does not include cost of arm, tenon top adapter, or optional 100 amp relay. Select the appropriate arm charge (single, double, triple, or quadruple), tenon top adapter, or optional 100 amp relay shown above.

*** Not available with arms 12 ft. or longer in coastal areas.

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, applicable taxes or fees.

_____ and GULF POWER COMPANY
(Customer Name)

**Agreement For
Residential Advanced Energy Management Program**

Agreement, made this _____ day of _____, 20____, by and between Gulf Power Company, a corporation, (the "Company"); and _____, (hereafter called "Customer").

It is hereby agreed:

1. Customer chooses to take service pursuant to Gulf Power Company's Residential Advanced Energy Management Program which has been approved by the Florida Public Service Commission. This program includes service and billing under Gulf Power's Rate Schedule RSVP, on file with and approved by the Florida Public Service Commission.
2. Gulf Power Company will provide the necessary energy management equipment for use on the Customer's premises for the duration of the contract. Customer will be responsible for any willful damages to Company owned energy management equipment installed at the Customer's premises.
3. The Customer will provide reasonable access for installing, maintaining, inspecting, testing, and/or removing Company owned equipment. Fees, where applicable for installation and removal of Company owned equipment, are described in Rate Schedule RSVP and are incorporated as part of this agreement.
4. Customer's electrical equipment and appliances are in good working condition as determined at the sole discretion of Gulf Power Company. Gulf Power will not be responsible for the repair, maintenance, or replacement of the Customer's electrical equipment or appliances.
5. Billing under Rate Schedule RSVP will commence after the installation, inspections, and testing of the equipment, and will continue for a period of one year and thereafter until terminated by the Customer with 30 days notice. Rate Schedule RSVP is incorporated as a part of this agreement. Customer hereby acknowledges having received and reviewed the rates, terms, and conditions contained in Rate Schedule RSVP. Customer understands and acknowledges that this rate schedule, as well as the rates, terms, and conditions therein are subject to periodic change by the Florida Public Service Commission and such changes will be applicable to the Customer.
6. This agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.

Gulf Power Company

Representative of Gulf Power Company

Customer Signature

Street Address

City, State, Zip

Home Phone

Day Phone

Evening/Alternate Phone

Account Number

GULF POWER COMPANY
OPTIONAL RELAMPING SERVICE AGREEMENT
CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING
RATE SCHEDULE OS (PART I/II)
Form 19

Customer Name _____ Date _____
DBA _____ Telephone No. _____ Soc. Sec. No. _____
Residential () Home Business () Commercial () Industrial () Street Lighting ()
Street Address (Subdivision, etc.) of Light(s) _____
Mailing Address _____
Driving Directions _____
Location of Light(s) _____
Meter No. _____ Account No. _____ TLM No(s). _____
JETS WO No. _____ FSO No. _____ New Installation () Existing Installation ()

UNMETERED CUSTOMER-OWNED FIXTURES:

High Pressure Sodium Vapor Lighting:

_____ 8,800 Lumen (100 Watts) Light(s) to be billed at a base rate of \$1.94 each per month \$ _____
_____ 25,000 Lumen (250 Watts) Light(s) to be billed at a base rate of \$3.80 each per month \$ _____
_____ 46,000 Lumen (400 Watts) Light(s) to be billed at a base rate of \$5.78 each per month \$ _____

Metal Halide Lighting:

_____ 32,000 Lumen (400 Watts) Light(s) to be billed at a base rate of \$5.89 each per month \$ _____

METERED CUSTOMER-OWNED FIXTURES:

High Pressure Sodium Vapor Lighting:

_____ 8,800 Lumen (100 Watts) Light(s) to be billed at a base rate or \$0.67 each per month \$ _____
_____ 25,000 Lumen (250 Watts) Light(s) to be billed at a base rate or \$0.70 each per month \$ _____
_____ 46,000 Lumen (400 Watts) Light(s) to be billed at a base rate or \$0.69 each per month \$ _____

Metal Halide Lighting:

_____ 32,000 Lumen (400 Watts) Light(s) to be billed at a base rate or \$0.83 each per month \$ _____

ADDITIONAL FACILITIES:

_____ Thirty-five (35) ft. Wood Pole(s) to be installed at \$3.55 each per month \$ _____
_____ All Other Additional Facilities to be installed at 1.78% per month of Company's total installed cost \$ _____
Total Base Monthly Charge* \$ _____

*Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, applicable taxes, or fees.

The Applicant requests a relamping service agreement on the lamp(s) and photocell(s) for the fixtures described above and the necessary electric energy (if unmetered) for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. This agreement and the monthly rates set forth above cover both the electric service (if unmetered) and the replacement of lamps and photoelectric controls upon routine failure. Lamps or photoelectric controls damaged or destroyed due to vandalism or willful abuse are not covered by this agreement and will only be replaced at the Applicant's expense. The Applicant remains responsible for all maintenance other than the replacement of lamps and photoelectric controls. The distribution system shall serve no other electrical loads except the lighting equipment described above.

ISSUED BY: Travis Bowden

EFFECTIVE:

**GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)**

**ADDENDUM TO CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)**

Form 20

TOTAL INSTALLED COST OF FIXTURE(S)

\$ _____

MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT
Rate Schedule OS (Part I/II) – Street and Outdoor Lights

<u>Type Light</u>	<u>Lamp Wattage</u>	<u># of Lights</u> (a)	<u>Price Per Light*</u> (b)	<u>Total Flat Amount/Mo.</u> (c) = (a) x (b)
High Pressure Sodium:				
8800 Open Bottom	100	_____	\$2.77	_____
8800 Acorn	100	_____	\$5.68	_____
8800 Colonial	100	_____	\$3.01	_____
8800 English Coach	100	_____	\$6.01	_____
8800 Cobrahead	100	_____	\$3.04	_____
25000 Cobrahead	250	_____	\$5.23	_____
46000 Cobrahead	400	_____	\$7.29	_____
46000 Directional	400	_____	\$7.49	_____
46000 UNMT Shoebox	400	_____	\$8.56	_____
46000 MTRD Shoebox	400	_____	\$3.47	_____
25000 Small Off-Road	250	_____	\$6.96	_____
46000 Small Off-Road	400	_____	\$9.09	_____
Metal Halide:				
12000 Acorn	175	_____	\$7.79	_____
12000 Colonial	175	_____	\$5.13	_____
12000 English Coach	175	_____	\$8.13	_____
32000 Small Flood	400	_____	\$7.64	_____
32000 UNMT Small Parking Lot	400	_____	\$9.04	_____
32000 MTRD Small Parking Lot	400	_____	\$3.98	_____
100000 Large Flood	1000	_____	\$16.83	_____
100000 UNMT Large Parking Lot	1000	_____	\$18.80	_____
100000 MTRD Large Parking Lot	1000	_____	\$7.07	_____

*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, and MTRD Large Parking Lot fixtures. For these metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. At the end of the useful life of the fixture(s), the Customer will have the option of either: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis the Maintenance and Energy Charges for the fixture(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

CUSTOMER

Application
Taken By _____

Customer _____

Approved By _____
Authorized Company Representative

Title _____

Date _____

ISSUED BY: Travis Bowden

EFFECTIVE:

**GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES**

**ADDENDUM TO
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,
OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED
STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING
AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
Rate Schedule OS (Part I/II)**

Form 21

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES

\$ _____

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

<u>Type Pole</u>	<u># of Poles</u>	<u>Type Wire</u>	<u>Quantity of Wire</u>	<u>Miscellaneous Materials</u>	<u>Quantity of Material</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. At the end of the useful life of these additional facilities, the Customer will have the option of either: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

CUSTOMER

Application
Taken By _____

Customer _____

Approved By _____
Authorized Company Representative

Title _____

Date _____

ISSUED BY: Travis Bowden

EFFECTIVE:

**GULF POWER COMPANY
ASSIGNMENT OF LIGHTING SERVICE CONTRACT
Rate Schedule OS (Part I/II)
Form 23**

This agreement made this _____ day of _____, 20 ____, by and between _____, the

check one

- ☐ Applicant named in the CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE (Gulf Power Form 5) dated _____, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract"),
- ☐ Applicant named in the RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING (Gulf Power Form 19) dated _____, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract"),
- ☐ Applicant named in the CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS) (Gulf Power Form 24) dated _____, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract"),

(said party hereinafter called "the Assigning Party"), and _____, the assignee (said party hereinafter called "the Customer"), is for the purpose of transferring and assigning all future rights and obligations the Assigning Party has with regard to the lighting service provided by Gulf Power Company ("Gulf Power" or "the Company") pursuant to the Contract at the location(s) specified therein. Subject to the consent and acceptance of this agreement by Gulf Power, effective on the date of this agreement the assignee agrees to assume all obligations of the Contract. This assignment does not release the Assigning Party from any liabilities and obligations incurred prior to the effective date of this agreement.

Assigning Party

Assignee/Customer

CONSENT TO ASSIGNMENT

Gulf Power Company hereby grants in writing its consent to the assignment of the attached Contract from the Assigning Party to the Assignee/Customer each named above. Nothing contained herein, however, shall serve to discharge the Assigning Party or its sureties, from any liability previously accrued under the Contract.

GULF POWER COMPANY

By _____
Authorized Company Representative

Date _____

**GULF POWER COMPANY
CUSTOMER-OWNED LIGHTING AGREEMENT
(WITHOUT RELAMPING SERVICE PROVISIONS)
RATE SCHEDULE OS (PART I/II)**

Form 24

Customer Name _____ Date _____

DBA _____ Telephone No. _____ Soc. Sec. No. _____

Residential () Home Business () Commercial () Industrial () Street Lighting ()

Street Address (Subdivision, etc.) of Light(s) _____

Mailing Address _____

Driving Directions _____

No. of Light(s) _____ Location of Light(s) _____

Meter No. _____ Account No. _____ TLM No(s). _____

JETS WO No. _____ FSO No. _____ New Installation () Existing Installation ()

CUSTOMER-OWNED FIXTURE(S):

High Pressure Sodium

_____ 8800 Lumen (100 Watts) Light(s) to be billed at a base rate of \$1.27 each per month \$ _____
_____ 25000 Lumen (250 Watts) Light(s) to be billed at a base rate of \$3.10 each per month \$ _____
_____ 46000 Lumen (400 Watts) Light(s) to be billed at a base rate of \$5.09 each per month \$ _____

Metal Halide

_____ 12000 Lumen (175 Watts) Light(s) to be billed at a base rate of \$2.23 each per month \$ _____
_____ 32000 Lumen (400 Watts) Light(s) to be billed at a base rate of \$5.06 each per month \$ _____
_____ 100000 Lumen (1000 Watts) Light(s) to be billed at a base rate of \$11.73 each per month \$ _____

All others to be billed as follows:

_____ Light(s) @ a base rate of \$ _____ * each per month (KWH for one light = _____) \$ _____
_____ Light(s) @ a base rate of \$ _____ * each per month (KWH for one light = _____) \$ _____
_____ Light(s) @ a base rate of \$ _____ * each per month (KWH for one light = _____) \$ _____

ADDITIONAL FACILITIES:

_____ Thirty-five (35) ft. Wood Pole(s) to be installed at \$3.55 each per month \$ _____
_____ All Other Additional Facilities to be installed at 1.78% per month of \$ _____
_____ Company's total installed cost

Total Base Monthly Charge** \$ _____

* This base rate per light is calculated by taking the KWH for one light and multiplying by \$0.03104/KWH. Repeat this line for each different type of customer-owned light other than the 8800 Lumen, 12000 Lumen, 25000 Lumen, 32000 Lumen, 46000 Lumen, or 100000 Lumen lights shown above.

** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, applicable taxes, or fees.

The Applicant requests the necessary electric energy for the operation thereof for the fixtures described above and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. This agreement and the monthly rates set forth above cover the electric service. The distribution system shall serve no other electrical loads except the lighting equipment described above.

ISSUED BY: Travis Bowden

EFFECTIVE:

GULF POWER COMPANY

BILLING OPTIONS

A Qualifying Facility, upon entering into a contract for the sale of firm capacity and energy or prior to delivery of As-Available Energy to a utility, shall elect to make either simultaneous purchases from the interconnecting utility and sales to the purchasing utility or net sales to the purchasing utility. Once made, the selection of a billing methodology may only be changed:

1. when a Qualifying Facility selling As-Available Energy enters into a negotiated contract or standard offer contract for the sale of firm capacity and energy; or
2. when a firm capacity and energy contract expires or is lawfully terminated by either the Qualifying Facility of the purchasing utility; or
3. when the Qualifying Facility is selling As-Available Energy and has not changed billing methods within the last twelve months; and
4. when the election to change billing methods will not contravene the provisions of Rule 25-17.0832, F.A.C., or any contract between the Qualifying Facility and the utility.

When selecting or changing billing methods, the Qualifying Facilities or small power producer will comply with the appropriate sections of Rule 25-17.082, F.A.C.

A statement covering the charges and payments due the Qualifying Facility is rendered monthly, and payment normally is made by the twentieth business day following the end of the billing period.

CHARGES TO QUALIFYING FACILITY

(A) Customer Charges

Monthly customer charges for meter reading, billing and other applicable administrative costs shall be equal to the customer charge applicable to a customer receiving retail service under similar load characteristics and are as follows:

RS	\$ 12.00		
GS	15.00		
GSD	40.00	GSDT	\$ 40.00
LP	226.00	LPT	226.00
PX	566.38	PXT	566.38

(B) Interconnection Charge for Non-Variable Utility Expenses

The Qualifying Facility shall bear the cost required for interconnection including the metering. The Qualifying Facility shall have the option of payment in full for interconnection or making equal monthly installment payments over a thirty-six (36) month period together with interest at the rate then prevailing for thirty (30) days highest grade commercial paper; such rate is to be determined by the Company thirty (30) days prior to the date of each payment.

(C) Interconnection Charge for Variable Utility Expenses

The Qualifying Facility shall be billed monthly for the cost of variable utility expenses associated with the operation and maintenance of the interconnection. These include (a) the Company's inspections of the interconnection, and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the Qualifying Facility if no sales to the Company were involved.

GULF POWER COMPANY

CHARGES TO QUALIFYING FACILITY

(A) Customer Charges

Monthly customer charges for meter reading, billing and other applicable administrative costs shall be equal to the customer charge applicable to a customer receiving retail service under similar load characteristics and are as follows:

RS	\$ 12.00		
GS	15.00		
GSD	40.00	GSDT	\$ 40.00
LP	226.00	LPT	226.00
PX	566.38	PXT	566.38

(B) Interconnection Charge for Non-Variable Utility Expenses

The Qualifying Facility, in accordance with Rule 25-17.087, F.A.C., shall bear the cost required for interconnection including the cost of metering and the cost of accelerating construction of any transmission or distribution system improvements required in order to accommodate the location chosen by the Qualifying Facility for its facility. The Qualifying Facility shall have the option of payment in full for interconnection or making equal monthly installment payments over a thirty-six (36) month period together with interest at the rate then prevailing for thirty (30) days highest grade commercial paper; such rate is to be determined by the Company thirty (30) days prior to the date of each payment.

(C) Interconnection Charge for Variable Utility Expenses

The Qualifying Facility shall be billed monthly for the cost of variable utility expenses associated with the operation and maintenance of the interconnection. These include (a) the Company's inspections of the interconnection; and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the Qualifying Facility if no sales to the Company were involved.

(D) Taxes and Assessments

The Qualifying Facility shall hold the Company and its general body of ratepayers harmless from the effects of any additional taxes, assessments or other impositions that arise as a result of the purchase of energy or capacity from the Qualifying Facility in lieu of other energy or capacity. Any savings in regards to taxes or assessments shall be included in the avoided cost payments made to the Qualifying Facility to the extent permitted by law. In the event the Company becomes liable for additional taxes, assessments or impositions arising out of its transactions with the Qualifying Facility under this tariff schedule or any related interconnection agreement, or due to changes in laws affecting the Company's purchases of energy or capacity from the Qualifying Facility occurring after the execution of an agreement under this tariff schedule, and for which the Company would not have been liable if it had produced the energy and/or constructed facilities sufficient to provide the capacity contemplated under such agreement itself, the Company may bill the Qualifying Facility monthly for such additional expenses or may offset them against amounts due the Qualifying Facility from the Company. Any savings in taxes, assessments or impositions that accrue to the Company as a result of its purchase of energy and capacity under this tariff schedule that are not already reflected in the avoided energy or avoided capacity payments made to the Qualifying Facility hereunder, shall be passed on to the Qualifying Facility to the extent permitted by law without consequential penalty or loss of such benefit to the Company.