

Gulf Power Company
 500 Bayfront Parkway
 Post Office Box 1151
 Pensacola, FL 32520-0781
 Telephone 904 444-6231

**ORIGINAL
 FILE COPY**

Susan D. Cranmer
 Assistant Secretary and
 Assistant Treasurer

the southern electric system

June 28, 1996

Ms. Blanca S. Bayo, Director
 Division of Records and Reporting
 Florida Public Service Commission
 2540 Shumard Oak Boulevard
 Tallahassee FL 32399-0870

Dear Ms. Bayo:

RE: Docket No. **960325-EI**

In accordance with Order No. 8483 in Docket No. 770158-EU, Gulf Power Company filed on March 18, 1996, its Underground Distribution Differential Cost Report and tariff sheet nos. 4.25, 4.26, 4.28 and 4.28.1. Gulf later indicated to the Commission Staff that we intended to revise the tariff sheets initially filed on March 18. Therefore, the Commission denied the approval of these initial tariff sheets and charges. The enclosed filing constitutes a new revision to the tariff sheets listed below in accordance with Order No. 8483. These revisions reflect a change in the type of underground construction from a direct buried to a full duct system and provide the Applicant with more construction options.

Enclosed for official filing are the original and fifteen copies of Gulf Power Company's 1996 Underground Distribution Cost Report and tariff sheets listed below. These sheets include the new cost differentials shown in the report. A coded copy of each tariff sheet has been provided to show the changes to the existing tariff sheet.

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<u>Identification</u>	<u>New Sheet</u>	<u>Old Sheet</u>
Section IV		
Part VI - Underground Distribution Facilities		
	Eight Rev. No. 4.21	Seventh Rev. No. 4.21
	Third Rev. No. 4.24	Second Rev. No. 4.24
	Fifth Rev. No. 4.25	Fourth Rev. No. 4.25
	Ninth Rev. No. 4.26	Eight Rev. No. 4.26
	Fourth Rev. No. 4.28	Third Rev. No. 4.28
	Fourth Rev. No. 4.28.1	Third Rev. No. 4.28.1

EPSC-BUREAU OF RECORDS

"Our business is customer satisfaction"

DOCUMENT NUMBER-DATE
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 FPSC-RECORDS/REPORTING

Susan D. Cranmer

Ms. Blanca Bayo
June 28, 1996
Page Two

Identification

Section VII

Standard Contract Forms

New Sheet

First Rev. No. 7.25
First Rev. No. 7.26
Original Sheet 7.26.1
Original Sheet 7.26.2
Original Sheet 7.26.3
Original Sheet 7.26.4

Old Sheet

Original Sheet No. 7.25
Original Sheet No. 7.26

Please return two copies of the approved tariff sheets to my attention.

Sincerely,

Susan D. Cranmer

lw

Enclosures

cc: Beggs and Lane
Jeffrey A. Stone, Esquire

Florida Public Service Commission

Order No. 8483

Docket No. 770158

Gulf Power Company

Gulf Power Company

1996 Underground Distribution Differential Cost

Report to the

Florida Public Service Commission

Gulf Power Company 1995 Underground Distribution Differential Cost Report to Florida Public Service Commission

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**Gulf Power Company Submits the
Following Data On The High and Low Density
Typical Subdivisions For Information
Purposes Only In Accordance With
Commission Order No. 8483
Docket No. 770158**

Gulf Power Company
Overhead VS Underground
Summary Sheet
Cost Per Lot
210 Lot Single Family Residential
1996

Item	Overhead	Underground	Differential
Labor	375.71	787.58	411.87
Material	403.76	611.86	208.10
Total	779.47	1,399.44	619.97

**Gulf Power Company
Cost Per Lot
Overhead Material And Labor
210 Lot Single Family Residential
1996**

Item	Material (1)	Labor (4)	Total
Service (2)	66.59	35.40	101.99
Primary	17.03	16.05	33.08
Secondary	9.06	5.74	14.80
Initial Tree Trim	0.00	31.93	31.93
Poles	93.72	104.40	198.12
Transformers (3)	184.40	88.52	272.92
Subtotal	370.80	282.04	652.84
Stores Handling (5)	32.96		32.96
Subtotal	403.76	282.04	685.80
Engineering (6)		93.67	93.67
Total	403.76	375.71	779.47

(1) Includes Sales Tax

(2) Includes Meter

(3) Includes Ground Rods, Arresters and Cutouts

(4) Includes Administrative, General Expenses, and Transportation

(5) 16% of All Material (Less Meters and Transformers)

(6) 21.1% of All Material and Labor (Less Meters and Transformers)

**Gulf Power Company
 Cost Per Lot
 Underground Material And Labor
 210 Lot Single Family Residential
 1996**

Item	Material (1)	Labor (4)	Total
Service (2)	111.63	117.41	229.04
Primary	141.61	116.74	258.35
Secondary	71.84	87.53	159.37
Transformers (3)	233.36	54.37	287.73
Primary Trenching		80.54	80.54
Secondary Trenching		20.57	20.57
Service Trenching		130.55	130.55
Subtotal	558.44	607.71	1,166.15
Stores Handling (5)	53.42		53.42
Subtotal	611.86	607.71	1,219.57
Engineering (6)		179.87	179.87
Total	611.86	787.58	1,399.44

- (1) Includes Sales Tax
- (2) Includes Meter
- (3) Includes Ground Rods, Arresters and Cutouts
- (4) Includes Administrative, General Expenses, and Transportation
- (5) 16% of All Material (Less Meters and Transformers)
- (6) 21.1% of All Material and Labor (Less Meters and Transformers)

Florida Public Service Commission

Order No. 8483

Docket No. 770158

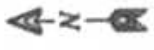
Gulf Power Company

210 Lot Subdivision

ALL LOTS ARE TO BE DEVELOPED BY THE OWNER OF THE LOT AND THE OWNER SHALL BE RESPONSIBLE FOR THE COST OF THE DEVELOPMENT AND THE COST OF THE CONNECTION TO THE MAIN SEWER LINE. THE SEWER CONNECTION SHALL BE MADE TO THE MAIN SEWER LINE AT THE POINT OF ENTRY TO THE LOT. THE SEWER CONNECTION SHALL BE MADE TO THE MAIN SEWER LINE AT THE POINT OF ENTRY TO THE LOT. THE SEWER CONNECTION SHALL BE MADE TO THE MAIN SEWER LINE AT THE POINT OF ENTRY TO THE LOT.

Lot No.	Area (sq. ft.)	Area (sq. m.)
1	10,000	914.4
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Gulf Power	
Number	210 LOTS, TRUCK, SUBDIVISION
Area	---
Scale	1" = 20' - not to scale, only
Sheet	1 OF 2 - 100
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Outlet Power

278 LOT, TYNKAL, BARRINGTON

DATE: 11/11/03

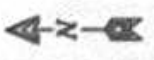
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SCALE: 1" = 40'

NOTES:
 1. ALL LOTS ARE TO BE CONVEYED BY DEED.
 2. THE LOTS ARE TO BE CONVEYED AS SHOWN ON THIS PLAN.
 3. THE LOTS ARE TO BE CONVEYED AS SHOWN ON THIS PLAN.
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LOT NO.	ACRES
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**Gulf Power Company
Overhead VS Underground
Summary Sheet
Cost Per Lot
176 Lot Single Family Residential
1996**

Item	Overhead	Underground	Differential
Labor	288.57	665.80	377.23
Material	<u>317.17</u>	<u>551.04</u>	233.87
Total	605.74	1,216.84	611.10

**Gulf Power Company
Cost Per Lot
Overhead Material And Labor
176 Lot Single Family Residential
1996**

Item	Material (1)	Labor (4)	Total
Service (2)	53.28	26.96	80.24
Primary	10.23	11.05	21.28
Secondary	9.23	5.85	15.08
Initial Tree Trim	0.00	19.05	19.05
Poles	78.73	78.60	157.33
Transformers (3)	139.37	74.19	213.56
Subtotal	290.84	215.70	506.54
Stores Handling (5)	26.33		26.33
Subtotal	317.17	215.70	532.87
Engineering (6)		72.87	72.87
Total	317.17	288.57	605.74

(1) Includes Sales Tax

(2) Includes Meter

(3) Includes Ground Rods, Arresters and Cutouts

(4) Includes Administrative, General Expenses, and Transportation

(5) 16% of All Material (Less Meters and Transformers)

(6) 21.1% of All Material and Labor (Less Meters and Transformers)

**Gulf Power Company
Cost Per Lot
Underground Material And Labor
176 Lot Single Family Residential
1996**

Item	Material (1)	Labor (4)	Total
Service (2)	88.28	90.27	178.55
Primary	104.95	89.40	194.35
Secondary	70.09	80.60	150.69
Transformers (3)	244.34	57.57	301.91
Primary Trenching	0.00	36.94	36.94
Secondary Trenching	0.00	30.54	30.54
Service Trenching	0.00	130.55	130.55
Subtotal	507.66	515.87	1,023.53
Stores Handling (5)	43.38		43.38
Subtotal	551.04	515.87	1,066.91
Engineering (6)		149.93	149.93
Total	551.04	665.80	1,216.84

(1) Includes Sales Tax

(2) Includes Meter

(3) Includes Ground Rods, Arresters and Cutouts

(4) Includes Administrative, General Expenses, and Transportation

(5) 16% of All Material (Less Meters and Transformers)

(6) 21.1% of All Material and Labor (Less Meters and Transformers)

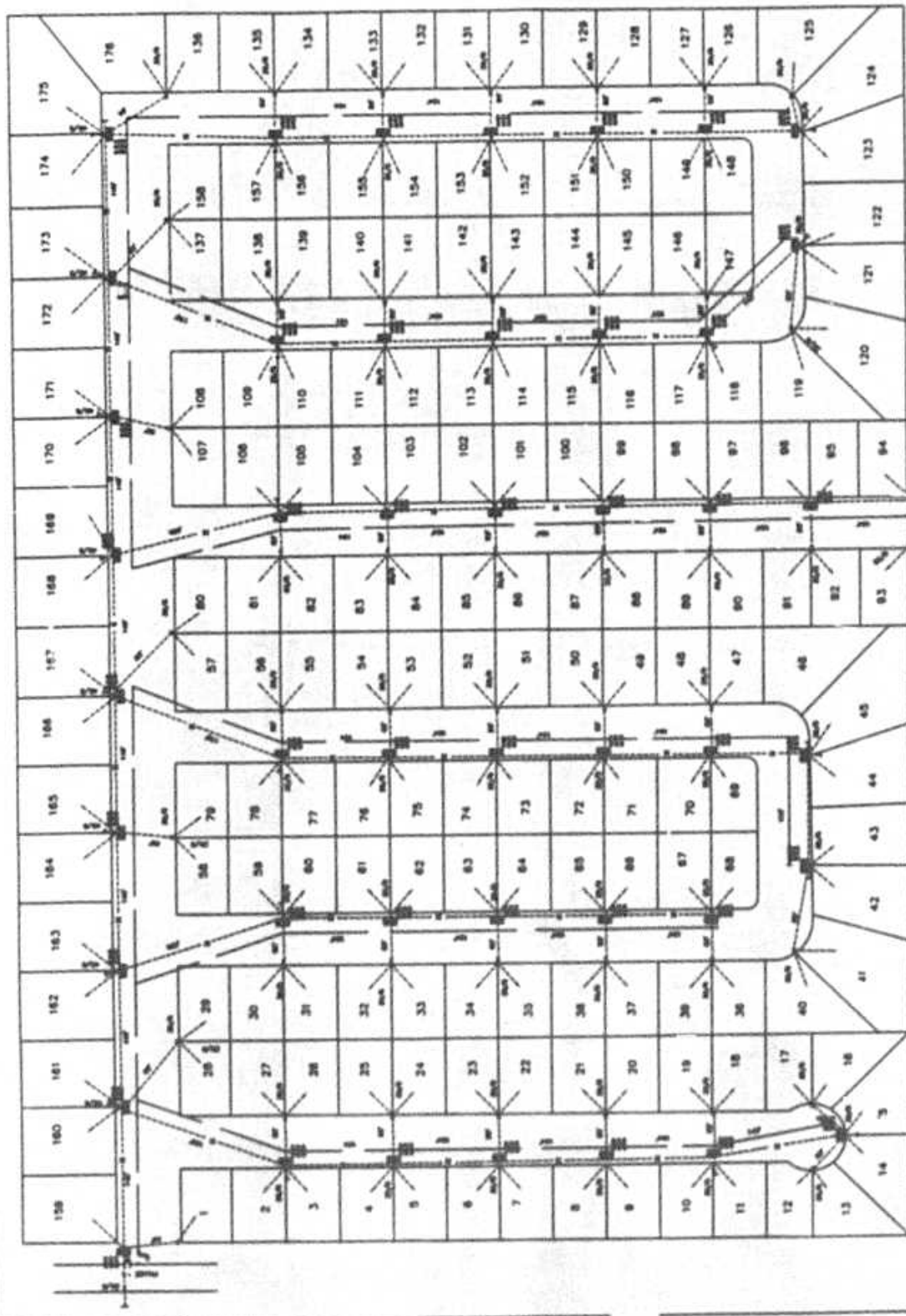
Florida Public Service Commission

Order No. 8483

Docket No. 770158

Gulf Power Company

176 Lot Subdivision



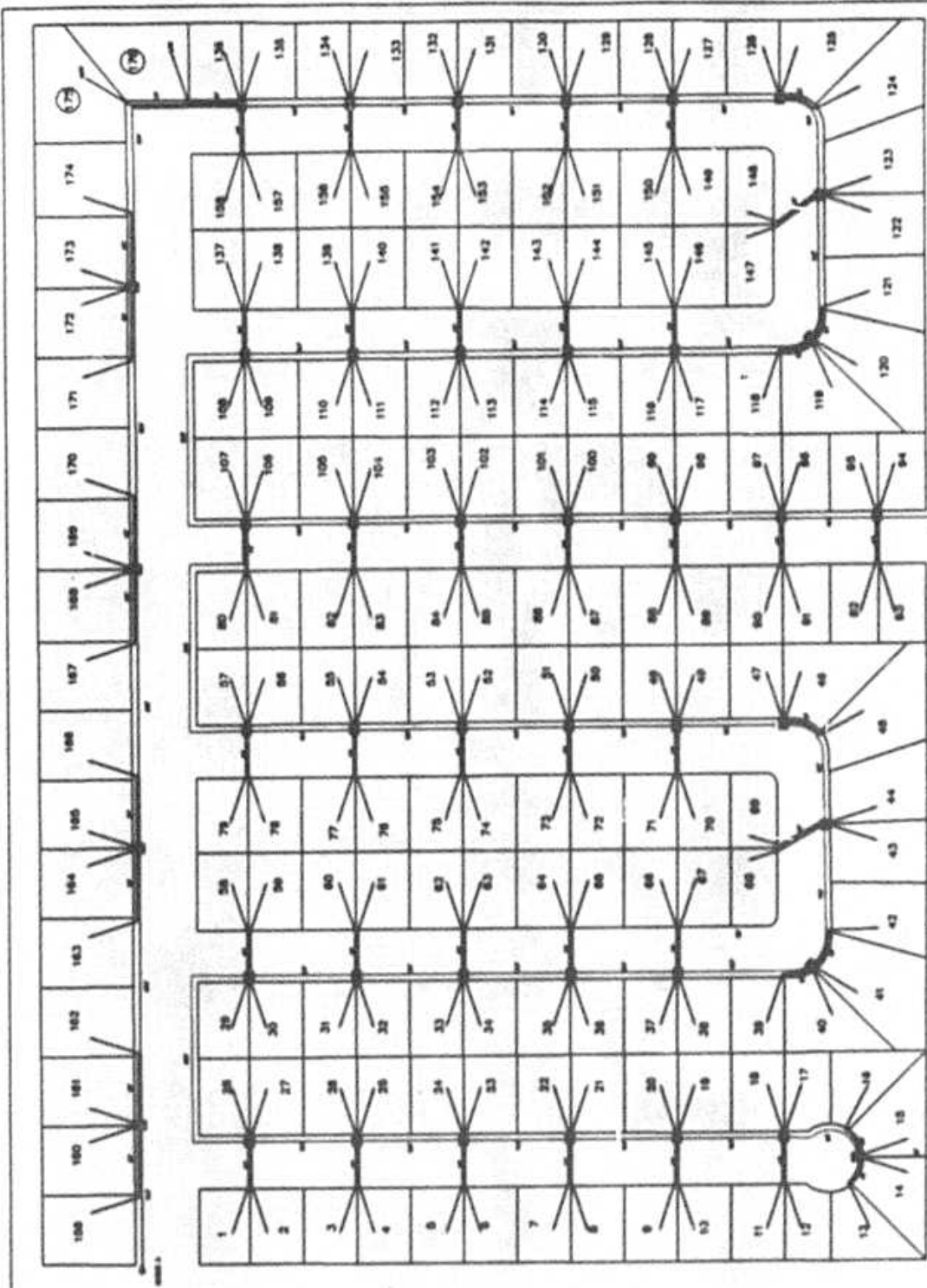
Plot No.	Acres	Block	Subdiv
1	0.18	1	1
2	0.25	1	1
3	0.25	1	1
4	0.25	1	1
5	0.25	1	1
6	0.25	1	1
7	0.27	1	1
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JOHN CHRISTENSEN, LLC
 500 11th Ave S
 Suite 100
 Minneapolis, MN 55415

Legend
 --- Easement
 --- Boundary
 --- Survey
 --- Other

Notes
 1. All easements are shown in red.
 2. All boundaries are shown in black.
 3. All survey lines are shown in black.
 4. All other lines are shown in black.

JOHN CHRISTENSEN, LLC
 500 11th Ave S
 Suite 100
 Minneapolis, MN 55415



Gulf Power
 1176-107

ROSER	# OUST	COND. RVAL	PEAK AMPS
A	57	512.5	53.1
B	60	562.5	55.9
C	59	550	54.9

# OUST	CALC. LOAD	TR. SIZE
5	W	(KVA)
3	21.8	32.1
4	24.9	37.4
5	31.9	42.2
6	36.5	48.5



GULF POWER COMPANY 1995 OVERHEAD VERSUS UNDERGROUND EXPENSES

ACCOUNT NUMBER	OPER. & MAINT. EXPENSES	OVERHEAD	UNDERGROUND
583-111, 112, 113	Install & Remove OH Transformers	\$549,543	
583-200	OH Transformers - First Cost	(\$277,029)	
583-900	OH Line - Operations	\$642,946	
584-111, 331, 332, 333	Install & Remove UG Transformers		\$263,109
584-400	UG Transformers - First Cost		(\$88,105)
584-900, 950, 951	UG Line - Operations		\$126,950
593-100	Tree Trim	\$3,341,695	
593-200, 203, 205, 208, 209, 211, 250, 251, 295, 400	OH Poles, Towers, Conductor	\$4,712,929	
594-100, 500, 503, 505, 511	UG Line - Maintenance		\$1,547,163
595-100	OH Transformers - Maintenance	\$781,731	
595-200, 300, 301	UG Transformers - Maintenance		\$106,694
	TOTAL	\$9,751,815	\$1,955,811

All Information From December, 1995 Budget Comparison

Florida Public Service Commission

Order No. 8483

Docket No. 770158

Gulf Power Company

**GULF POWER COMPANY
JOINT TRENCHING
UG RESIDENTIAL DISTRIBUTION
1995**

NONE IN 1995

GULF POWER COMPANY
 YEAR-END CUSTOMERS
 OVERHEAD VERSUS UNDERGROUND
 1972 - 1995

YEAR	OVERHEAD	UNDERGROUND	TOTAL
1972	150,536	6,088	156,624
1973	158,548	7,260	165,808
1974	163,310	8,432	171,742
1975	165,857	9,281	175,138
1976	170,138	10,589	180,727
1977	173,308	13,041	186,349
1978	177,427	14,124	191,551
1979	181,130	15,605	196,735
1980 (1)	181,937	23,756	205,693
1981	187,221	26,405	213,626
1982	191,692	29,481	221,173
1983	197,457	34,293	231,750
1984	203,256	42,061	245,317
1985	208,594	49,099	257,693
1986	212,725	54,005	266,730
1987	217,208	56,336	273,544
1988	220,563	59,184	279,747
1989	223,631	61,695	285,326
1990	226,880	63,569	290,449
1991	230,755	65,476	296,231
1992	236,862	68,178	305,040
1993	242,534	71,273	313,807
1994	247,576	74,070	321,646
1995	249,649	75,465	325,114

(1) The underground customers increased substantially due to an error in recording overhead and underground accounts. The problem was discovered and corrected in November, 1980.

Tariff Sheets

GULF POWER COMPANY

- 5.6 (Continued)
- (b) Within the 30-day extended period, the customer has made mutually-satisfactory arrangements to ensure payment of the past due amount and during this period the customer has agreed to continue to be responsible for payment of additional electric service consumed; and
 - (c) If at the end of the 30-day extended period provided, the customer has not paid the past due amount nor made mutually-satisfactory arrangements to pay such amount and to be responsible for payment of additional service, then service may be discontinued without further notice; and
 - (d) In the event that service is continued for an additional period of time as provided under this section, the customer shall remain solely responsible for compliance with these provisions, and the Company does not assume, and expressly disclaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service; to insure continuous service; to call, contact, or otherwise advise of service interruptions; or to take any other action (or refrain from any action) that differs from the normal operations of the Company.

PART VI UNDERGROUND DISTRIBUTION FACILITIES

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

APPLICANT - Any person, partnership, association, corporation, or governmental agency controlling or responsible for the development of a new subdivision and applying for the construction of underground electric distribution facilities.

BUILDING - Any structure, within a subdivision, designed for residential occupancy and containing less than five (5) individual dwelling units.

COMMISSION - The Florida Public Service Commission.

DIRECT BURIAL - A type of construction involving the placing of conductors in the ground without the benefit of conduit or ducts. Other facilities, such as transformers, may be above ground.

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

FEEDER MAIN - A three-phase primary installation which serves as a source for primary laterals and loops.

FULL DUCT SYSTEM - A type of construction involving the placing of conductors in conduit or duct. Other facilities, such as transformers, may be above ground.

HIGH DENSITY SUBDIVISION - A subdivision having a density of six (6) or more dwelling units per acre.

GULF POWER COMPANY

- 6.2.5 TYPE OF SYSTEM PROVIDED. Underground residential distribution facilities are of standard Company design, generally with all cable in duct or conduit and above-grade appurtenances. Unless otherwise stated, service provided will be 120/240 volt single phase. If other types of facilities are requested by the Applicant or required by governmental authority, the Applicant or governmental authority will pay the additional costs if any.
- 6.2.6 OWNERSHIP OF UNDERGROUND FACILITIES. The Company will install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise stated. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership. The Applicant may, subject to a contractual agreement with the Company, construct and install all or a portion of the underground distribution facilities provided:
- (a) Such work meets the Company's construction standards;
 - (b) the Company will own and maintain the completed distribution facilities;
 - (c) such agreement is not expected to cause the general body of ratepayers to incur greater costs;
 - (d) the Applicant agrees to pay Gulf Power Company's current applicable hourly rate for engineering personnel for all time spent reviewing and inspecting the Applicants work done; and
 - (e) the Applicant agrees to rectify any deficiencies found by Gulf Power Company prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to Gulf Power Company's distribution system. Furthermore, the deficiencies must be corrected in a timely manner or Gulf shall construct the system improvement using overhead facilities and the Applicant will have to pay the cost of such improvement and the cost of its removal before the corrected underground facilities will be connected.
- 6.2.7 RIGHTS OF WAY AND EASEMENTS.
- (a) General Requirements. The Company shall construct, own, operate, and maintain distribution facilities only along easements, public streets, roads, and highways which the Company has the legal right to occupy, and on public lands and private property across which rights of way and easements satisfactory to the Company may be obtained without condemnation or cost to the Company.
 - (b) Scheduling, Clearing, and Grading. Rights of way and easements suitable to the Company must be furnished by the Applicant in reasonable time to meet service requirements, and must be cleared of trees, tree stumps, paving and other obstruction, staked to show property lines and final grade, and must be graded to within six (6) inches of final grade by the Applicant before the Company will commence construction, all at no charge to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer locations.

GULF POWER COMPANY

6.2.7 (continued)

Should paving, grass, landscaping, or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching, backfilling, and restoring the paving, grass, landscaping, and sprinkler systems to their original condition.

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

6.2.9 PAYMENT OF CHARGES. The Company shall not be obligated to install any facilities until payment of applicable charges, if any, has been completed.

6.3 UNDERGROUND DISTRIBUTION FACILITIES FOR NEW RESIDENTIAL SUBDIVISIONS

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

6.3.2 CONTRIBUTION BY APPLICANT.

(a) Prior to such installations, the Applicant and the Company will enter into an agreement outlining the terms and conditions of installation, and the Applicant will be required to pay the Company in advance the entire cost as described below:

<u>Option</u>	<u>Low Density Subdivision (\$ per lot)</u>	<u>High Density Subdivision (\$ per lot)</u>
1. Gulf supplies and installs all primary, secondary, and service trench, duct, and cable.	\$411	\$429
2. Gulf supplies and installs all primary and secondary trench, duct, and cable. Gulf installs service cable in duct supplied and installed by the Applicant.	\$222	\$231
3. Applicant installs primary and secondary trench and duct system. Gulf supplies primary and secondary duct and supplies and installs service duct. Gulf supplies and installs primary, secondary, and service cable.	\$312	\$358
4. Applicant supplies and installs primary and secondary trench and duct. Gulf supplies primary and secondary cable. Gulf supplies and installs service duct and cable.	\$171	\$234
5. Applicant installs primary and secondary trench and duct. Gulf supplies primary and secondary duct. Applicant supplies and installs service duct. Gulf supplies and installs primary, secondary, and service cable.	\$123	\$160

GULF POWER COMPANY

6.3.2 (continued)

<u>Option</u>	<u>Low Density Subdivision</u> (\$ per lot)	<u>High Density Subdivision</u> (\$ per lot)
6. Applicant supplies and installs primary, secondary, and service trench and duct. Gulf supplies and installs primary, secondary, and service cable.	\$0	\$35

All construction done by the Applicant must meet the Company's specifications. All installations must be approved by the Company's authorized representative.

(b) The Applicant is required to pay \$4.87 per foot for three phase commercial loads requiring 120/240 volt service in new residential subdivisions (example: lift stations, etc.) for each three phase service. This average cost will be added to the advanced payment in 6.3.2(a) above.

(c) The Applicant is required to pay all additional costs required for a service lateral length in excess of the minimum which would have been needed to reach the Company's designated point of delivery.

(d) The above charges are based upon arrangement of distribution facilities that will permit serving the local single-phase underground distribution system within the subdivision from existing overhead feeder mains. If the feeder mains or other three-phase facilities within the subdivision are deemed necessary by the Company to provide and/or maintain adequate service and are required by the Applicant or governmental agency to be installed underground, the Applicant shall pay the Company the estimated cost differential between the underground feeder mains, or other three-phase facilities and the equivalent overhead facilities.

6.3.3 FACILITIES TO BE UNDERGROUND. All service laterals and secondary and single phase primary conductors shall be underground. Appurtenances such as transformers, pedestal-mounted terminals, switching equipment, and meter cabinets may be placed above ground. Feeder mains required within a subdivision may be overhead if the Applicant and the Company determine that the additional cost of underground is not justified for that particular location, unless otherwise required by governmental authority, in which case the differential cost will be borne by the Applicant or governmental authority.

6.3.4 POINT OF DELIVERY. The point of delivery to the building shall be determined by the Company and normally will be at the point of the building nearest the point at which the underground secondary system is available to the property to be served. If the point of delivery on any building is more than fifty (50) feet in length from the available secondary system (sixty-five [65] feet for low density subdivisions), then the Applicant may be required to make additional payment for the excess length.

6.3.5 LOCATION OF METER AND SOCKET & SERVICE ENTRANCE FACILITIES. The Applicant shall install a meter socket and suitable service entrance facilities at the point designated by the Company in accordance with the Company's specifications. Service conductors shall be installed, where possible, in a direct line to the point of delivery.

6.3.6 DEVELOPMENT OF SUBDIVISIONS. The above charges are based on reasonably full and timely use of the land being developed. Where the Company is required to construct underground electric facilities through a section or sections of the subdivision or development where, in the opinion of the

GULF POWER COMPANY

Canceling Third Revised Sheet No. 4.28

6.5.2 NON-BINDING COST ESTIMATES. An Applicant may obtain a non-binding estimate of the charges the Applicant would be obligated to pay in order for the Company to provide underground distribution facilities. This non-binding estimate will be provided to the Applicant without any charge or fee upon completion of the Application for Underground Cost Estimate set forth in Section VII of this tariff, Standard Contract Forms, at Sheet No. 7.43.

6.5.3 BINDING COST ESTIMATES. An Applicant, upon payment of a non-refundable deposit and completion of the Application for Underground Cost Estimate set forth in Section VII of this tariff, Standard Contract Forms, at Sheet No. 7.43, may obtain an estimate of the charges for underground distribution facilities, which estimate the Company would be bound to honor as provided below. The deposit amount, which approximates the engineering costs for underground facilities associated with preparing the requested estimate, shall be calculated as follows:

New Construction

Urban Commercial	\$ 888.00 per trench mile
Urban Residential	\$ 666.00 per trench mile
Rural Residential	\$1,017.00 per trench mile

Conversion

Urban Commercial	\$1,815.00 per overhead primary mile
Urban Residential	\$2,955.00 per overhead primary mile
Rural Residential	\$2,398.00 per overhead primary mile
226 Lot Subdivision	\$2,274.00 per overhead primary mile
176 Lot Subdivision	\$3,977.00 per overhead primary mile

An Applicant desiring the Company to proceed with construction of the underground facilities described in a binding cost estimate may enter into a contract with the Company based on said estimate on or before the 180th day following Applicant's receipt of the estimate. So long as the contract is entered into by such date, the contract shall provide that the charges the Applicant is obligated to pay for installation of the underground facilities will be the actual costs incurred subject to the limitation that the charges to the Applicant will not exceed 110 percent of the amount set forth in the binding estimate. So long as said contract is entered into by the date specified above, it shall further provide that the total charges the Applicant is obligated to pay for installation of underground facilities determined as set forth in section 6.5.4 below shall be reduced by the amount of the posted deposit associated with the binding cost estimate.

6.5.4 CONTRIBUTION BY APPLICANT. Prior to the installation of underground facilities covered by this subpart, the Applicant and the Company must enter into a contractual agreement setting forth the terms and conditions of the installation. The charge to be paid by the Applicant for underground facilities pursuant to the contractual agreement shall be determined as follows:

GULF POWER COMPANY

6.5.4 (continued)

The cost of construction of the underground distribution facilities including the construction cost of the underground service lateral(s) to the meter(s) of the customer(s);

plus (if applicable) the estimated remaining book value of any existing facilities to be removed as part of the conversion of existing overhead facilities to underground, less the estimated net salvage value of the facilities to be removed;

minus the estimated construction cost to build new overhead facilities, including the service drop(s) to the meter(s) of the customer(s).

If the installation of the underground facilities is made pursuant to a contractual agreement based on a binding cost estimate received by the Applicant no more than 180 days prior to the date of the contractual agreement, the provisions of section 6.5.3 shall limit and modify the contribution to be paid by the Applicant for underground facilities.

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

6.5.6 UNDERGROUND SECONDARY LATERAL SERVICE IN AN OVERHEAD RESIDENTIAL OR COMMERCIAL AREA. When requested by a residential or commercial Applicant, the Company will install, own, and maintain a single phase underground secondary service lateral from its overhead facilities to the Applicant's point of delivery. The Applicant shall install a meter socket and suitable service entrance facilities at the point designated by the Company in accordance with the Company's specification. Prior to such installation, the Applicant and the Company will enter into an agreement outlining the terms and conditions of the installation, and the Applicant will be required to pay the Company in advance the following average differential cost between an overhead service and an underground service lateral for service laterals up to 200 feet:

Single Phase Residential or Commercial Applications up to 400 amps Main.

Scenario:

1. Gulf Power Co. supplies all labor.
2. Customer digs and covers ditch.
3. Customer digs and covers ditch and installs duct.
4. Customer digs and covers ditch and installs duct and installs cable in duct.

Formula:

- \$541.02 + \$0.6004 per foot
\$334.38 - \$0.3833 per foot
\$300.48 - \$1.419 per foot
\$300.48 - \$2.61 per foot (\$0 from 120' to 200')

Three Phase Residential or Commercial Applications up to 400 amps Main.

Scenario:

1. Gulf Power Co. supplies all labor.
2. Customer digs and covers ditch.
3. Customer digs and covers ditch and installs duct.
4. Customer digs and covers ditch and installs duct and installs cable in duct.

Formula:

- \$577.99 + \$0.8245 per foot
\$371.36 - \$1.8079 per foot
\$337.46 - \$2.8437 per foot (\$0 from 120'-200')
\$337.46 - \$4.2561 per foot (\$0 from 80'-200')

Scenario 4 is only available to qualified people.

Service laterals in excess of 200 feet shall be based upon a specific cost estimate.

GULF POWER COMPANY

AGREEMENT FOR UNDERGROUND CONSTRUCTION STANDARDS

This AGREEMENT made and entered into this ____ Day of _____, 19____,
by GULF POWER COMPANY, hereinafter called the Utility, and _____
_____, hereinafter called the Applicant, sets forth
the standards and conditions which will apply to the construction, installation, repair, and
ownership of the underground facilities to be located at _____

_____. Exhibit "A" hereto, contains a detailed description of the
property where the facilities will be constructed or installed by the applicant.

WITNESSETH THAT:

WHEREAS, the Utility owns and operates an electric distribution system in _____
County, Florida, in which the Applicant owns the real property described in Exhibit "A" on
some or all of which the Applicant has constructed or proposes to construct certain
improvements; and

WHEREAS, the Applicant wishes to have the electrical service supplying electricity to the
improvements on the above described property be installed underground; and

WHEREAS, the Applicant wishes to construct a portion of the underground electrical
distribution facilities for the purpose of supplying electric service to the improvements to be
located on the above described property in lieu of having the Utility construct all of the
underground distribution facilities on the above described property;

WHEREAS, the Utility would normally construct and install all of the underground electric
distribution facilities at the above described location, the Utility pursuant to this agreement
will take ownership of facilities constructed and installed by the Applicant pursuant to this
agreement, where those facilities comply with the provisions of the agreement reached
between the above named parties; and

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. The Utility hereby agrees to permit the Applicant to construct and install all or a portion of the underground distribution facilities described herein below at the above location provided:

- a) such work meets the Utility's construction standards, as set forth below:
 - (1) Conduit to be placed in any Utility underground distribution system must meet the specifications set forth in exhibit "D". Conduit shall be installed in the locations specified in Exhibit "C";
 - (2) Primary and secondary conduit must be buried at a minimum of 36 inches below final grade or at a depth that meets applicable codes and is satisfactory to the Utility and the Applicant;
 - (3) The connection between the meter enclosure and the underground service entrance shall be in accordance with Exhibit "B".
 - (4) Where the Applicant installs the conduit, the Applicant must install and label in the conduit a flat pulling tape as specified in Exhibit E";
 - (5) When the Utility supplies the conduit to the Applicant, the Utility shall take ownership of that conduit at the time it is installed by the Applicant and all other provisions of this agreement have been satisfied. When the Applicant supplies and installs the conduit, the Utility shall take ownership of that conduit at the time the service cable has been installed in the conduit by the Utility and all other provisions of this agreement have been satisfied. Until such time that the Utility takes ownership of the conduit, the Applicant, or Contractor acting for the Applicant, shall be responsible for accessing and repairing the conduit;
 - (6) After which time the Utility takes ownership of the conduit, the Utility shall be responsible for accessing, in a reasonable manner, and repairing the conduit and cable, if needed, but the repair of any road service and associated costs shall be and will remain the responsibility of the Applicant, his successors and assigns. The Applicant's

aforementioned duty includes, but is not limited to, repairs necessitated by the Utility accessing and repairing conduit or cable and specifically includes all repairs made necessary as a result of placement of conduit beneath a roadway. The Applicant will have no right, title or interest in or to the completed distribution facilities.

(7) The utility reserves the right to verify, prior to taking ownership of the conduit system, that the duct system is installed as specified in the plan provided by the Utility under section 4, below. The Utility may exercise, at any time, its right to inspect and verify any Applicant provided facility, and any such inspection or verification shall not be deemed an approval of any Applicant provided facility or a waiver by the Utility of any right to enforce strict compliance with the terms and conditions of this agreement.

(b) that in the Utility's sole discretion such Agreement is not expected to cause the general body of ratepayers to incur greater costs;

(c) the Applicant agrees to pay to the Utility the prevailing hourly rate for engineering personnel for time spent reviewing and inspecting the Applicant's work when such time is beyond that normally required of the Utility's engineering personnel to review and inspect underground construction of the type installed or constructed by the Applicant.

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

2. Upon compliance by Applicant with all of the provisions of this Agreement in a manner acceptable to the Utility, the Utility shall own and maintain the necessary facilities for providing underground electric service to the property as shown on Exhibit "C" hereto. At no time shall the Utility be required by the Applicant, its successors or assigns to furnish other than single phase service through these facilities, except as otherwise shown on Exhibit "C". Three-phase service will be furnished only when specified on Exhibit "C" and paid for in advance by the Applicant. The Applicant agrees to reimburse the Utility for the costs of facilities found to be installed at the wrong location or grade due to Applicant requested changes in property lines, easement, grade, and/or errors in staking or trenching.

3. By this agreement, the Applicant agrees to adhere to and meet the provisions set forth in Gulf Power Company's Tariff for Retail Electric Service, Section 6.2.6, under Ownership of Underground Facilities. A copy of said tariff is attached hereto.

4. The Applicant agrees to follow the distribution plan prepared by the Utility, and attached hereto as Exhibit "C", showing the location of all facilities to be constructed or installed pursuant to this agreement, and agrees to cause all of its contractors and employees to follow such plan. Applicant agrees that any work performed by the applicant or its contractor shall be in accordance with national and local building and safety codes. Applicant agrees that all persons performing work will be licensed by appropriate authorities and will obtain necessary permits.

5. Applicant hereby expressly agrees that the Utility shall in no way be liable or responsible for any accident or damage, to persons or property, which may occur as a result or in any way connected to the Applicant, its employees or contractors installing and constructing the facilities that are the subject of this agreement. The Applicant hereby agrees to indemnify and hold harmless the Utility against any and all liability, loss, cost, damage, or any expense connected therewith, including a reasonable attorney's fee incurred in the defense of any type of court action related thereto, which may accrue to the Utility by reason of negligence, default, misconduct or strict liability of the Applicant, its employees or contractors in the installation and construction of the facilities described in this agreement. Applicant is not a contractor, subcontractor or employee of the Utility, and performs the installation and construction of the facilities described herein as an entity completely separate and apart from the Utility.

6. The Applicant agrees to cause to be conveyed to the Utility, without cost, all easements, including rights of ingress and egress, necessary or convenient to the Utility or required by it for the purpose of operating, maintaining, and removing said underground electrical distribution lines and other necessary equipment.

7. Applicant agrees to include in all conveyances of the property described in Exhibit "A", or subdivision of that property, a covenant running with the property and inuring to the benefit of the Utility that requires all electric service to that property to be underground electric service, and that no electric service shall be overhead, except where the Utility determines it is necessary based on its sole discretion. This covenant shall bind the Applicant, its successors and assigns as set forth in paragraph 10. The Utility agrees to provide

underground electric service in accordance with Exhibit "C" upon application for service by an owner or occupant and no such owner or occupant shall be provided electric service other than underground. Said electric service will be provided by the Utility under applicable Rate Schedules and its Rules and Regulations as filed with the Florida Public Service Commission.

8. Where the Applicant selects any option in the Utilities underground tariff that requires an entity other than the Utility to supply and install the underground service duct, the Applicant agrees to supply and install the underground service duct or to require its successors and assigns, as permitted in paragraph 10, to supply and install the underground service duct. Where Applicant conveys any of the property described in Exhibit "A" and the underground service duct has not been installed, a covenant running with the property and inuring to the benefit of the Utility shall require the property owner to supply and install the underground service duct in accordance with the provisions of this agreement.

9. The rights of owners and occupants and of the public, in and to the streets, alleys, parks and public ways encompassed within the perimeter of Exhibit "C" shall be subject to a paramount right of the Utility to utilize the same for construction, repair, maintenance and operation of an underground electrical distribution system; and no owner or occupant shall so use or occupy his property as to obstruct or interfere with the construction, repair, maintenance or operation of said electric distribution system.

10. The Applicant agrees to pay to the Utility the difference between the estimated cost of the underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities and applicable non-typical charges as set forth in Gulf Power Company's Tariff for Retail Electric Service, Section IV, Part VI. This difference is \$ _____ and has this day been paid by the Applicant to the Utility. The foregoing differential will take into account the cost of the underground facilities constructed and installed by the Applicant.

11. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Utility but shall not be assignable by the Applicant except with the written consent of the Utility first had and obtained; provided, however, that this prohibition shall not be construed to prevent the Applicant from conveying any portion of the property in the Development shown on Exhibit "A", if such conveyance is made in accordance with the terms of this instrument.

12. Representatives from the Utility and the Applicant, through their signatures below, and in witness whereof, acknowledges this agreement for Underground Constructions Standards set forth above as properly executable:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed in four counterparts as of the day and year first above written.

APPLICANT:

GULF POWER COMPANY:

By: _____
()

By: _____
Vice President

ATTEST:

ATTEST:

Date: _____

Date: _____

Correspondence with the Applicant should be addressed to:

NAME: _____

FIRM: _____

ADDRESS: _____

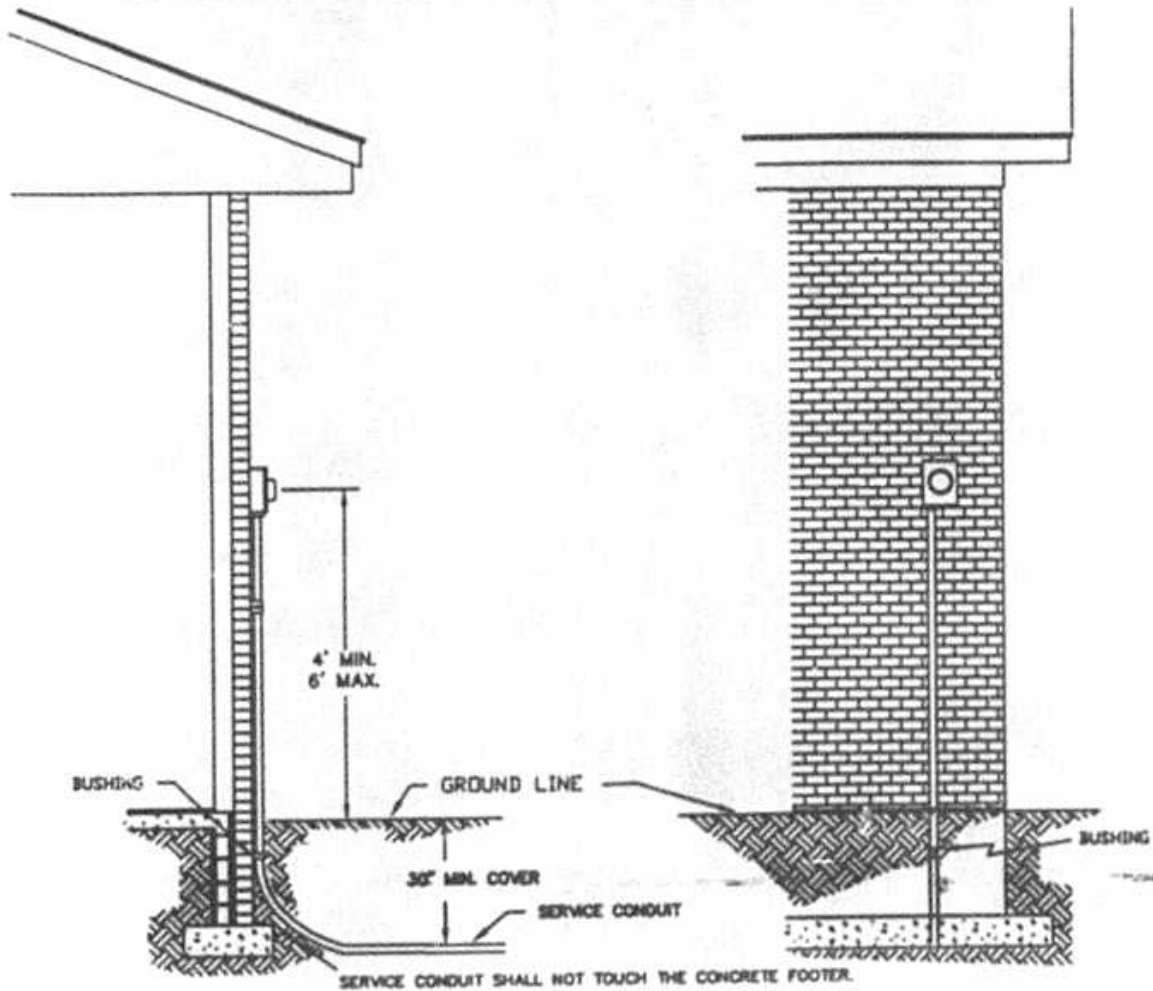
CITY: _____ STATE: _____ ZIP CODE: _____

EXHIBIT A

LEGAL DESCRIPTION OF SUBDIVISION OR PROPERTY

EXHIBIT B

TYPICAL UNDERGROUND SERVICE INSTALLATION



SOCKET WITHOUT BREAKER COMPARTMENT TO BE FURNISHED

NOTE:

1. METER SOCKET TO BE PURCHASED BY CUSTOMER AND SHALL BE ONE THAT IS ON GULF POWER COMPANY'S APPROVED MANUFACTURERS LIST.
2. SERVICE CABLE TO BE OWNED AND INSTALLED BY GULF POWER CO.
3. GULF POWER CO. CABLE TO BE TERMINATED ACCORDING TO THE FOLLOWING.
 - A. ELECTRICAL GRADE SCHEDULE 40 CONDUIT WITH BUSHING OR GALVANIZED STEEL CONDUIT WITH BUSHING TO BE FURNISHED AND INSTALLED BY THE CUSTOMER. SERVICE CABLE TO BE OWNED BY GULF POWER CO. (SEE TABLE I FOR CONDUIT SIZE).
 - B. IF THE CUSTOMER'S METER SOCKET AND CONDUIT ARE IN PLACE, GULF'S CONTRACTOR WILL INSTALL THE CONDUCTOR IN THE CONDUIT AND LEAVE PUSHED OUT OF METER SOCKET.
 - C. IF CUSTOMER'S METER SOCKET AND CONDUIT ARE NOT IN PLACE, GULF'S CONTRACTOR WILL LEAVE THE CABLE STUBBED UP AT THE PLANNED POINT OF ATTACHMENT. CUSTOMER IS RESPONSIBLE FOR JOINING GULF'S CONDUIT TO CUSTOMER'S CONDUIT TO FORM A CONTINUOUS CONDUIT SYSTEM FROM METER TO PROPERTY LINE.
 - D. BOTTOM OF TRENCH MUST BE FIRMLY TAMPED NEAR THE BUILDING TO PREVENT LATER SETTLING OF CABLE AND CONDUIT. FAILURE TO PROVIDE COMPACT SOIL MAY RESULT IN DAMAGE TO CABLE, CONDUIT, AND METER SOCKET.

TABLE I

SERVICE ENTRANCE SIZE	MINIMUM CONDUIT SIZE	
	SINGLE PHASE	THREE PHASE
200 AMPERE	2"	3"
400 AMPERE	3"	3"

DATE 5/25/90	GULF POWER COMPANY	PLATE
ENG. A.G.M. <i>AGM</i> E. L. W.	3/16/92 6/27/96	P-32-UGP
APPROVED <i>E.L.W.</i>	5/12/92	

EXHIBIT C

Gold Fever

SECTION 178, LOT 178, ZONING SUBDIVISION

DATE: _____

BY: _____

FOR: _____

SCALE: _____

PROJECT: _____

NO. OF SHEETS: _____

SHEET NO.: _____

THIS PLAN IS THE PROPERTY OF THE ENGINEER AND ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT.

NO.	AREA	AREA	AREA	AREA
1	100	100	100	100
2	100	100	100	100
3	100	100	100	100
4	100	100	100	100
5	100	100	100	100
6	100	100	100	100
7	100	100	100	100
8	100	100	100	100
9	100	100	100	100
10	100	100	100	100

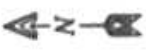


EXHIBIT D

MATERIAL SPECIFICATION SHEET

- Duct specifications (size, type, etc.)

EXHIBIT E

CONDUIT INSTALLATION AND LABELING SPECIFICATION SHEET

- Shows conduit minimum depth.
- Shows labeling specifications of duct and pulling tape.

Legislative Format

GULF POWER COMPANY

5.6 (Continued)

- (b) Within the 30-day extended period, the customer has made mutually-satisfactory arrangements to ensure payment of the past due amount and during this period the customer has agreed to continue to be responsible for payment of additional electric service consumed; and
- (c) if at the end of the 30-day extended period provided, the customer has not paid the past due amount nor made mutually-satisfactory arrangements to pay such amount and to be responsible for payment of additional service, then service may be discontinued without further notice; and
- (d) In the event that service is continued for an additional period of time as provided under this section, the customer shall remain solely responsible for compliance with these provisions, and the Company does not assume, and expressly disclaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service; to insure continuous service; to call, contact, or otherwise advise of service interruptions; or to take any other action (or refrain from any action) that differs from the normal operations of the Company.

PART VI**UNDERGROUND DISTRIBUTION FACILITIES**

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

APPLICANT - Any person, partnership, association, corporation, or governmental agency controlling or responsible for the development of a new subdivision and applying for the construction of underground electric distribution facilities.

BUILDING - Any structure, within a subdivision, designed for residential occupancy and containing less than five (5) individual dwelling units.

COMMISSION - The Florida Public Service Commission.

DIRECT BURIAL - A type of construction involving the placing of conductors in the ground without the benefit of conduit or ducts. Other facilities, such as transformers, may be above ground.

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

FEEDER MAIN - A three-phase primary installation which serves as a source for primary laterals and loops.

FULL DUCT SYSTEM - A type of construction involving the placing of conductors in conduit or duct. Other facilities, such as transformers, may be above ground.

HIGH DENSITY SUBDIVISION - A subdivision having a density of six (6) or more dwelling units per acre.

GULF POWER COMPANY

- 6.2.5 TYPE OF SYSTEM PROVIDED. Underground residential distribution facilities are of standard Company design, generally with all cable in duct or conduit~~direct-buried-cable~~ and above-grade appurtenances. Unless otherwise stated, service provided will be 120/240 volt single phase. If other types of facilities are requested by the Applicant or required by governmental authority, the Applicant or governmental authority will pay the additional costs if any.
- 6.2.6 OWNERSHIP OF UNDERGROUND FACILITIES. The Company will install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise stated. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership. The Applicant may, subject to a contractual agreement with the Company, construct and install all or a portion of the underground distribution facilities provided:
- (a) Such work meets the Company's construction standards;
 - (b) the Company will own and maintain the completed distribution facilities;
 - (c) such agreement is not expected to cause the general body of ratepayers to incur greater costs;
 - (d) the Applicant agrees to pay Gulf Power Company's current applicable hourly rate for engineering personnel for all time spent reviewing and inspecting the Applicants work done; and
 - (e) the Applicant agrees to rectify any deficiencies found by Gulf Power Company prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to Gulf Power Company's distribution system. Furthermore, the deficiencies must be corrected in a timely manner or Gulf shall construct the system improvement using overhead facilities and the Applicant will have to pay the cost of such improvement and the cost of its removal before the corrected underground facilities will be connected.
- 6.2.7 RIGHTS OF WAY AND EASEMENTS.
- (a) General Requirements. The Company shall construct, own, operate, and maintain distribution facilities only along easements, public streets, roads, and highways which the Company has the legal right to occupy, and on public lands and private property across which rights of way and easements satisfactory to the Company may be obtained without condemnation or cost to the Company.
 - (b) Scheduling, Clearing, and Grading. Rights of way and easements suitable to the Company must be furnished by the Applicant in reasonable time to meet service requirements, and must be cleared of trees, tree stumps, paving and other obstructions, staked to show property lines and final grade, and must be graded to within six (6) inches of final grade by the Applicant before the Company will commence construction, all at no charge to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer locations.

GULF POWER COMPANY

6.2.7 (continued)

Should paving, grass, landscaping, or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching, backfilling, and restoring the paving, grass, landscaping, and sprinkler systems to their original condition.

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

6.2.9 **PAYMENT OF CHARGES.** The Company shall not be obligated to install any facilities until payment of applicable charges, if any, has been completed.

**6.3 UNDERGROUND DISTRIBUTION FACILITIES FOR
NEW RESIDENTIAL SUBDIVISIONS**

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

6.3.2 **CONTRIBUTION BY APPLICANT.**

(a) ~~Prior to such installations, the Applicant and the Company will enter into an agreement outlining the terms and conditions of installation, and the Applicant will be required to pay the Company in advance the entire cost of \$350.00 per lot for the low density subdivision or cost of \$280.00 per lot for the high density subdivision. The Applicant may defer the cost of \$183.00 per lot for the low density subdivision or cost of \$184.00 per lot for the high density subdivision for the service lateral charge. This deferred payment may be paid by the Applicant within ninety (90) days after the initial advance of \$106.00 per lot for the low density subdivision and \$96.00 per lot for the high density subdivision for the basic primary system.~~

(b) ~~When a subdivision contains an average of 1.5 or more dwelling units per acre, the Applicant shall pay the Company the average cost differential for a single phase residential underground distribution system based on the number of service laterals required or the number of the dwelling units as follows:~~

~~Low Density Subdivisions per service lateral or dwelling unit \$350.00~~

~~High Density Subdivisions per service lateral or dwelling unit \$280.00~~

~~Customer may choose to preinstall duct crossings at a cost:~~

~~\$2.00 per LOT for High Density Subdivisions~~

~~\$5.00 per LOT for Low Density Subdivisions~~

(a) ~~Prior to such installations, the Applicant and the Company will enter into an agreement outlining the terms and conditions of installation, and the Applicant will be required to pay the Company in advance the entire cost as described below:~~

Option	Low Density	High Density
	Subdivision (\$ per lot)	Subdivision (\$ per lot)
1. Gulf supplies and installs all primary, secondary, and service trench, duct, and cable.	\$411	\$429
2. Gulf supplies and installs all primary and secondary trench, duct, and cable. Gulf installs service cable in duct supplied	\$222	\$231

and installed by the Applicant.

3.	Applicant installs primary and secondary trench and duct system. Gulf supplies primary and secondary duct and supplies and installs service duct. Gulf supplies and installs primary, secondary, and service cable.	\$312	\$358
4.	Applicant supplies and installs primary and secondary trench and duct. Gulf supplies primary and secondary cable. Gulf supplies and installs service duct and cable.	\$171	\$234
5.	Applicant installs primary and secondary trench and duct. Gulf supplies primary and secondary duct. Applicant supplies and installs service duct. Gulf supplies and installs primary, secondary, and service cable.	\$123	\$160

ISSUED BY: Travis Bowden

EFFECTIVE: April 18, 1995

GULF POWER COMPANY

6.3.2 (continued)

Option	Low Density	High Density
	Subdivision	Subdivision
	(\$ per lot)	(\$ per lot)
6. Applicant supplies and installs primary, secondary, and service trench and duct. Gulf supplies and installs primary, secondary, and service cable.	\$0	\$35

All construction done by the Applicant must meet the Company's specifications. All installations must be approved by the Company's authorized representative.

(b)(c) The Applicant is required to pay ~~\$4.87 per foot~~ an average cost of ~~\$3,183.00~~ for three phase commercial loads requiring 120/240 volt service in new residential subdivisions (example: lift stations, etc.) for each three phase service. This average cost will be added to the advanced payment in 6.3.2(a) above.

(c)(d) The Applicant is required to pay all additional costs required for a service lateral length in excess of the minimum which would have been needed to reach the Company's designated point of delivery.

(d)(e) The above charges are based upon arrangement of distribution facilities that will permit serving the local single-phase underground distribution system within the subdivision from existing overhead feeder mains. If the feeder mains or other three-phase facilities within the subdivision are deemed necessary by the Company to provide and/or maintain adequate service and are required by the Applicant or governmental agency to be installed underground, the Applicant shall pay the Company the estimated cost differential between the underground feeder mains, or other three-phase facilities and the equivalent overhead facilities.

6.3.3 **FACILITIES TO BE UNDERGROUND.** All service laterals and secondary and single phase primary conductors shall be underground. Appurtenances such as transformers, pedestal-mounted terminals, switching equipment, and meter cabinets may be placed above ground. Feeder mains required within a subdivision may be overhead if the Applicant and the Company determine that the additional cost of underground is not justified for that particular location, unless otherwise required by governmental authority, in which case the differential cost will be borne by the Applicant or governmental authority.

6.3.4 **POINT OF DELIVERY.** The point of delivery to the building shall be determined by the Company and normally will be at the point of the building nearest the point at which the underground secondary system is available to the property to be served. If the point of delivery on any building is more than fifty (50) feet in length from the available secondary system (sixty-five [65] feet for low density subdivisions), then the Applicant may be required to make additional payment for the excess length.

6.3.5 **LOCATION OF METER AND SOCKET & SERVICE ENTRANCE FACILITIES.** The Applicant shall install a meter socket and suitable service entrance facilities at the point designated by the Company in accordance with the Company's specifications. Service conductors shall be installed, where possible, in a direct line to the point of delivery.

6.3.6 **DEVELOPMENT OF SUBDIVISIONS.** The above charges are based on reasonably full and timely use of the land being developed. Where the Company is required to construct underground electric facilities through a section or sections of the subdivision or development where, in the opinion of the

GULF POWER COMPANY

6.5.2 NON-BINDING COST ESTIMATES. An Applicant may obtain a non-binding estimate of the charges the Applicant would be obligated to pay in order for the Company to provide underground distribution facilities. This non-binding estimate will be provided to the Applicant without any charge or fee upon completion of the Application for Underground Cost Estimate set forth in Section VII of this tariff, Standard Contract Forms, at Sheet No. 7.43.

6.5.3 BINDING COST ESTIMATES. An Applicant, upon payment of a non-refundable deposit and completion of the Application for Underground Cost Estimate set forth in Section VI of this tariff, Standard Contract Forms, at Sheet No. 7.43, may obtain an estimate of the charges for underground distribution facilities, which estimate the Company would be bound to honor as provided below. The deposit amount, which approximates the engineering costs for underground facilities associated with preparing the requested estimate, shall be calculated as follows:

New Construction

Urban Commercial	\$ 888,007 82.00 per trench mile
Urban Residential	\$ 666,005 86.00 per trench mile
Rural Residential	\$1,017.00- 895.00 per trench mile

Conversion

Urban Commercial	\$1,815.00 \$1,598.00 per overhead primary mile
Urban Residential	\$2,955.00 \$2,601.00 per overhead primary mile
Rural Residential	\$2,398.00 \$2,111.00 per overhead primary mile
226 Lot Subdivision	\$2,274.00 \$2,002.00 per overhead primary mile
176 Lot Subdivision	\$3,977.00 \$3,500.00 per overhead primary mile

An Applicant desiring the Company to proceed with construction of the underground facilities described in a binding cost estimate may enter into a contract with the Company based on said estimate on or before the 180th day following Applicant's receipt of the estimate. So long as the contract is entered into by such date, the contract shall provide that the charges the Applicant is obligated to pay for installation of the underground facilities will be the actual costs incurred subject to the limitation that the charges to the Applicant will not exceed 110 percent of the amount set forth in the binding estimate. So long as said contract is entered into by the date specified above, it shall further provide that the total charges the Applicant is obligated to pay for installation of underground facilities determined as set forth in section 6.5.4 below shall be reduced by the amount of the posted deposit associated with the binding cost estimate.

6.5.4 CONTRIBUTION BY APPLICANT. Prior to the installation of underground facilities covered by this subpart, the Applicant and the Company must enter into a contractual agreement setting forth the terms and conditions of the installation. The charge to be paid by the Applicant for underground facilities pursuant to the contractual agreement shall be determined as follows:

GULF POWER COMPANY

6.5.4 (continued)

The cost of construction of the underground distribution facilities including the construction cost of the underground service lateral(s) to the meter(s) of the customer(s);

plus (if applicable) the estimated remaining book value of any existing facilities to be removed as part of the conversion of existing overhead facilities to underground, less the estimated net salvage value of the facilities to be removed;

minus the estimated construction cost to build new overhead facilities, including the service drop(s) to the meter(s) of the customer(s).

If the installation of the underground facilities is made pursuant to a contractual agreement based on a binding cost estimate received by the Applicant no more than 180 days prior to the date of the contractual agreement, the provisions of section 6.5.3 shall limit and modify the contribution to be paid by the Applicant for underground facilities.

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

6.5.6 **UNDERGROUND SECONDARY LATERAL SERVICE IN AN OVERHEAD RESIDENTIAL OR COMMERCIAL AREA.** When requested by a residential or commercial Applicant, the Company will install, own, and maintain a single phase underground secondary service lateral from its overhead facilities to the Applicant's point of delivery. The Applicant shall install a meter socket and suitable service entrance facilities at the point designated by the Company in accordance with the Company's specification. Prior to such installation, the Applicant and the Company will enter into an agreement outlining the terms and conditions of the installation, and the Applicant will be required to pay the Company in advance the following average differential cost between an overhead service and an underground service lateral for service laterals up to 200 feet:

Single Phase Residential or Commercial Applications up to 400 amps Main.

Scenario:

- 1 Gulf Power Co. supplies all labor.
- 2 Customer digs and covers ditch.
- 3 Customer digs and covers ditch and installs duct.
- 4 Customer digs and covers ditch and installs duct

Formula:

$\$541.02 + \$0.6004\$500.07 + \1.1736 per foot
 $\$334.36 - \$0.3833\$311.47 - \0.2910 per foot
 $\$300.48 - \$1.419\$280.53 - \0.6154 per foot
 $\$300.40 - \$2.61\$280.53 - \1.2220 per foot (\$0 from

120' to 200')

and installs cable in duct.

Three Phase Residential or Commercial Applications up to 400 amps Main.

Scenario:

- 1 Gulf Power Co. supplies all labor.
- 2 Customer digs and covers ditch.
- 3 Customer digs and covers ditch and installs duct.
- 4 Customer digs and covers ditch and installs duct

Formula:

$\$577.99 + \$0.8245\$636.04 + \0.00 per foot
 $\$371.36 - \$1.8079\$346.46 - \1.5069 per foot
 $\$337.46 - \$2.8437\$346.51 - \1.8304 per foot (\$0 from
 $\$337.46 - \$4.2561\$346.51 - \2.4370 per foot (\$0 from

120' to 200')

80' to 120'-200')

and installs cable in duct.

Scenario 4 is only available to qualified people and not your average customer.

Service laterals in excess of 200 feet shall be based upon a specific cost estimate.

GULF POWER COMPANY
AGREEMENT FOR UNDERGROUND ELECTRIC SERVICE TO

THIS AGREEMENT made and entered into this _____ day of _____, 19____, by
and between GULF POWER COMPANY, hereinafter called the Utility, and _____
_____ hereinafter called the Applicant;

WITNESSETH THAT:

WHEREAS, the Utility owns and operates an electric distribution system in _____
County, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or all
of which property Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, the Applicant requests the Utility to construct underground electrical distribution lines for
the purpose of supplying electric service to the improvements to be located on the property described on
Exhibit "A"; and

WHEREAS, the Utility desires to cooperate with the Applicant and to install the underground distribu-
tion system;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth,
it is agreed by and between the parties as follows:

1. Upon compliance by Applicant with all of the provisions of this Agreement in a manner acceptable
to the Utility, the Utility shall install, own and maintain the necessary facilities for providing underground
electric service to the improvements located on that portion of the property as shown on Exhibit "C" attached.
At no time shall the Utility be required by the Applicant, its successors or assigns to furnish other than single
phase service through these facilities except as otherwise shown on Exhibit "C."

2. The Applicant agrees to prepare an orderly plan for the location of all utility lines and equipment
to be installed and to cause all utility companies and contractors involved to install their lines and equipment
in the locations specified in said plan.

3. The Applicant agrees to cause to be conveyed to the Utility, without cost, all easements, including
rights of ingress and egress, necessary or convenient to the Utility or required by it for the purpose of con-
structing, operating, maintaining, and removing said underground electrical distribution lines and other neces-
sary equipment.

4. The Applicant shall remove or cause to be removed, at his expense, from the Utility easement or
route of trench line, whether in a street, alley or otherwise, all trees, stumps or any other obstructions and
shall not hard surface streets, parking areas, courts, walkways, or other areas on the trench line route
until the necessary ducts have been installed by the Utility. The Applicant shall locate and mark all property
and/or lot corners and establish finish grade along the route of construction of the underground distribution
system.

5. The service entrance facilities for the improvements shall in all respects conform to the require-
ments of all applicable codes, the Rules and Regulations of the Utility, and the terms of this Agreement.
The Applicant and his successors in interest will provide the service entrance facilities in accordance with
Exhibit "B."

6. The Utility agrees that it will provide underground electric service in accordance with Exhibit "C"
upon application for service by an owner or occupant and no such owner or occupant shall be provided
electric service other than underground. Said service will be provided by the Utility under applicable Rate
Schedules and its Rules and Regulations as filed with the Florida Public Service Commission.

7. The rights of Owners and occupants and of the public, in and to the streets, alleys, parks, and public ways encompassed within the perimeter of Exhibit "C" shall be subject to a paramount right of the Utility to utilize same for construction, repair, maintenance, and operation of an underground electrical distribution system; and no owner, or occupant shall so use or occupy his property as to obstruct or interfere with the construction, repair, maintenance or operation of said electric distribution system.

8. The Applicant agrees to pay to the Utility the difference between the estimated cost of the underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities, which difference is \$ _____ and which has this day been paid by the Applicant to the Utility.

9. Nothing in this Agreement shall be construed or have the effect of vesting in the Applicant any right, title or interest in or to any underground distribution facilities, all of which shall be and remain the exclusive property of the Utility.

10. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Utility but shall not be assignable by the Applicant except with the written consent of the Utility first had and obtained; provided, however, that this prohibition shall not be construed to prevent the Applicant from conveying any portion of the property in the Development shown on Exhibit "A" if such conveyance is made in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed in four counterparts as of the day and year first above written.

ATTEST:

Secretary

GULF POWER COMPANY

By _____
Vice President

ATTEST:

Title

By _____
Title

Correspondence with Applicant should be addressed to:

NAME _____

FIRM _____

ADDRESS _____

CITY _____ ZIP _____

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Revision of tariffs on underground)
distribution costs for Florida Power & Light)
Company, Florida Power Corporation, Gulf)
Power Company, and Tampa Electric)
Company)

Docket No. 960325-EI

Certificate of Service

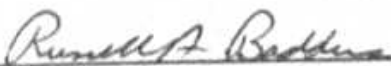
I HEREBY CERTIFY that a true copy of the foregoing was furnished by hand delivery or the U S. Mail this 24th day of June 1996 on the following:

Lorna Wagner, Esquire
Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee FL 32399-0863

Matthew M. Childs, Esquire
Steel, Hector & Davis
215 South Monroe, Suite 601
Tallahassee FL 32301-1804

James McGee, Esquire
Florida Power Corporation
P O Box 14042
St Petersburg FL 33733-4042

James D. Beasley, Esquire
Macfarlane Ausley Ferguson & McMullen
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