

One Energy Place
Pensacola, Florida 32520

850.444.6111

ORIGINAL



December 13, 1999

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

Dear Ms. Bayo:

Enclosed for official filing are an original and 15 copies of revised tariff sheets nos. 7.24.1 and 7.26.4.

The only change to these tariff sheets is the signature line for the Company. Both sheets are the final pages to a contract for underground construction. One contract is for construction by the utility; and the other is for construction by the customer. Currently, the contracts require a signature by a vice-president of the Company. In both instances, Gulf seeks to require the signature of the Marketing General Manager instead of the Vice President. The Marketing General Manager has more first-hand knowledge of these projects. Some of the employees under his supervision will be working directly with the customer until the project is completed. It is administratively more efficient for the Marketing General Manager to sign and approve these contracts.

Upon approval, please return a copy of approved tariff sheet to my attention.

Sincerely,

Susan D. Ritenour

Susan D. Ritenour
Assistant Secretary and Assistant Treasurer

- AFA _____
- APP _____
- CAF _____
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6. Applicant agrees to include in all conveyances of the property described in Exhibit "A", or subdivision of that property, a covenant running with the property and inuring to the benefit of the Utility that requires all electric service to that property to be underground electric service, and that no electric service shall be overhead, except where the Utility determines it is necessary based on its sole discretion. This covenant shall bind the Applicant, its successors and assigns as set forth in paragraph 11.

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

8. The rights of Owners and occupants and of the public, in and to the streets, alleys, parks, and public ways encompassed within the perimeter of Exhibit "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.

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

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

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

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

APPLICANT:

By: _____
Title: _____
Print Name: _____

WITNESS:

Date: _____

GULF POWER COMPANY:

By: _____
Marketing General Manager

ATTEST:

Date: _____

Correspondence with the Applicant should be addressed to:

NAME: _____

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

ISSUED BY: Travis Bowden

EFFECTIVE:

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:

By: _____
Title: _____
Print Name: _____

WITNESS:

Date: _____

GULF POWER COMPANY:

By: _____
Marketing General Manager

ATTEST:

Date: _____

Correspondence with the Applicant should be addressed to:

NAME: _____

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

6. Applicant agrees to include in all conveyances of the property described in Exhibit "A", or subdivision of that property, a covenant running with the property and inuring to the benefit of the Utility that requires all electric service to that property to be underground electric service, and that no electric service shall be overhead, except where the Utility determines it is necessary based on its sole discretion. This covenant shall bind the Applicant, its successors and assigns as set forth in paragraph 11.

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

8. The rights of Owners and occupants and of the public, in and to the streets, alleys, parks, and public ways encompassed within the perimeter of Exhibit "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.

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

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

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

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

APPLICANT:

By: _____
Title: _____
Print Name: _____

WITNESS:

Date: _____

GULF POWER COMPANY:

By: _____
Marketing General Manager/Vice
President

ATTEST:

Date: _____

Correspondence with the Applicant should be addressed to:

NAME: _____

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

ISSUED BY: Travis Bowden

EFFECTIVE: January 13, 1999

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:

By: _____

Title: _____

Print Name: _____

WITNESS:

Date: _____

GULF POWER COMPANY:

By: _____

Marketing General

Manager Vice President

ATTEST:

Date: _____

Correspondence with the Applicant should be addressed to:

NAME: _____

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____