

One Energy Place
Pensacola, Florida 32520

Tel 850.444.6111

ORIGINAL



September 10, 2001

Ms. Blanca S. Bayo, Director
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

RECEIVED-FPSC
01 SEP 10 PM 1:18
COMMISSION
CLERK

Re: Petition of Gulf Power Company for a Rate Increase
Docket No. 010949-EI

Dear Ms. Bayo:

Enclosed for official filing with the Commission is the verified petition of Gulf Power Company requesting authority to increase the Company's rates and charges so as to produce additional annual revenues of \$69,867,000. Revised tariff sheets and new rate schedules designed to produce the additional revenue sought in this case are included as an attachment to the petition.

In addition to the petition, we have enclosed the following for official filing:

- a. Prepared direct testimony and exhibits of the following witnesses in support of the requested rate increase:

Travis J. Bowden
 Ronnie R. Labrato
 Robert G. Moore
 Francis M. Fisher
 R. Michael Saxon
 Richard J. McMillan

M. W. Howell
 Margaret D. Neyman
 Robert L. McGee
 Michael T. O'Sheasy
 Charles A. Benore
 James I. Thompson

APP _____
 CAF _____
 CMP _____
 COM _____
 CTR _____
 ECR Strong test
 LEG _____
 OPC _____
 PAI _____
 RGO _____
 SEC _____
 SER _____
 OTH _____

b.

The information required by Commission Form PSC/EAG/11 (3/90), entitled "Minimum Filing Requirements for Investor-Owned Electric Utilities" (MFR's) incorporated by reference into Rule 25-6.043, F.A.C.

RECEIVED & FILED
Merr
FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

11232 SEP 10 01

FPSC-COMMISSION CLERK

The original and Twenty (20) copies of each part of this filing accompany this letter, as required by Rule 25-6.043, F.A.C. and Rule 25-22.028(2), F.A.C. A diskette containing the Petition in Adobe Acrobat 4.0 format is also enclosed.

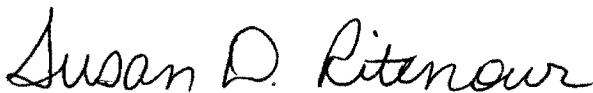
Notices and communications with respect to this petition and docket should be addressed to:

Jeffrey A. Stone, Esquire
Russell A. Badders, Esquire
Beggs & Lane
P. O. Box 12950
Pensacola, FL 32576-2950

Susan D. Ritenour
Assistant Secretary and Assistant Treasurer
Gulf Power Company
One Energy Place
Pensacola, FL 32520-0780

Pursuant to Rule 25-22.0406, F.A.C., a copy of the Petition has been mailed to the chief executive officer of the governing body of each municipality and county within Gulf's service area.

Sincerely,



Susan D. Ritenour
Assistant Secretary and Assistant Treasurer

lw

Enclosures: Petition with revised tariff sheets including proposed rate schedules
Testimony and exhibits of Company Witnesses
Minimum Filing Requirements

cc w/o enc: Florida Public Service Commission

Hon. E. Leon Jacobs, Chairman
Hon. J. Terry Deason, Commissioner
Hon. Lila A. Jaber, Commissioner
Hon. Braulio L. Baez, Commissioner
Hon. Michael A. Palecki, Commissioner
William D. Talbott, Executive Director
Harold McLean, General Counsel
Dr. Mary A. Bane, Deputy Executive Director
Timothy J. Devlin, Director of Economic Regulation

Blanca S. Bayo, Commission Clerk
Docket No. 010949-EI
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cc w/enc: Office of Public Counsel
Jack Shreve, Public Counsel

Florida Industrial Power Users Group
John W. McWhirter, Jr.
Joseph A. McGlothlin

Federal Executive Agencies
Douglas A. Shropshire, Lt. Col. USAFR

Florida Cable Telecommunications Association
Michael A. Gross

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for rate increase by)
Gulf Power Company)
_____)

Docket No. 010949-EI

Certificate of Service

this 10th I HEREBY CERTIFY that a copy of the foregoing has been furnished
day of September 2001 by U.S. Mail to the following:

Robert Elias, Esquire
Staff Counsel
FL Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee FL 32399-0863

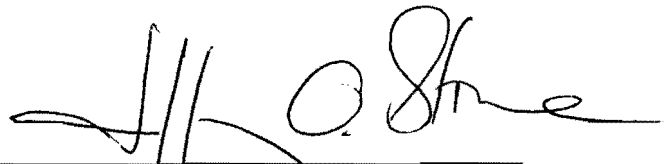
Jack Shreve, Esquire
Office of Public Counsel
c/o The Florida Legislature
111 W. Madison St., Room 812
Tallahassee FL 32399-1400

Joseph A. McGlothlin, Esquire
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117 S. Gadsden Street
Tallahassee FL 32301

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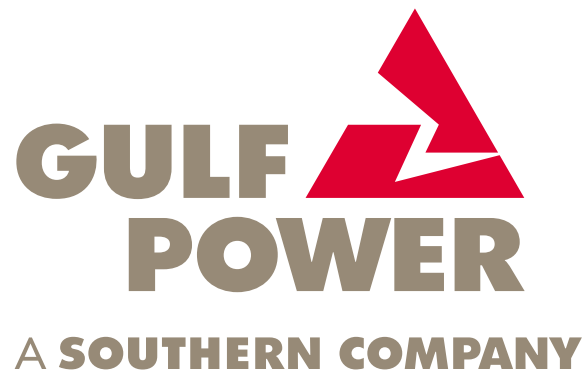


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P. O. Box 12950
Pensacola FL 32576
850 432-2451
Attorneys for Gulf Power Company

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

DOCKET NO. 010949-EI

**PETITION
OF
GULF POWER COMPANY**



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition of Gulf Power Company for
an increase in its retail rates and charges.

Docket No. 010949-EI
Date Filed: September 10, 2001

PETITION

Gulf Power Company (“petitioner,” “Gulf Power,” “Gulf,” or “the Company”), by and through its undersigned attorneys, and pursuant to the provisions of Chapter 366, Florida Statutes, respectfully petitions the Florida Public Service Commission (“Commission”) for authority to increase the Company’s retail rates and charges to the extent necessary to generate additional gross annual revenues in the amount of \$69,867,000. The requested increase will give the petitioner a reasonable opportunity to earn a fair rate of return of 8.64 percent on the cost of the Company’s property used and useful in serving the public, and a 13.00 percent rate of return on the Company’s common equity capital. Gulf is specifically asking that the new rate schedules attached to this petition be allowed to go into effect on the commercial in-service date of Smith Unit 3, a 574 megawatt gas fired combined cycle generating plant currently under construction at Gulf’s Smith Plant located outside of Panama City, Florida.

In support of this petition and as the basis for the requested increase, the Company respectfully states:

1. Notices and communications with respect to this petition and docket should be addressed to:

Jeffrey A. Stone, Esquire
Russell A. Badders, Esquire
Beggs & Lane
P. O. Box 12950
Pensacola, FL 32576-2950

Susan D. Ritenour
Assistant Secretary and Assistant Treasurer
Gulf Power Company
One Energy Place
Pensacola, FL 32520-0780

2. Gulf is a corporation with its headquarters located at 500 Bayfront Parkway, Pensacola, Florida. The Company is an investor-owned electric utility operating under the jurisdiction of this Commission pursuant to the provisions of Chapter 366, Florida Statutes. The mailing address for the Company at its headquarters is One Energy Place, Pensacola, Florida 32520, and its telephone number is (850) 444-6111.

3. The Company has provided electric utility service to its customers since 1926 and now serves more than 375,000 retail customers across 10 counties in Northwest Florida through the generation, transmission, distribution, and sale of electric energy and energy related services. Gulf Power is a wholly-owned subsidiary of The Southern Company (“Southern Company”), a registered holding company under the federal law known as the Public Utility Holding Company Act (PUHCA) and related regulations. The common stock of Southern Company is owned by approximately 152,776 shareholders of record, over 13,000 of whom reside in Florida. The common stock of Southern Company is one of the most widely-held among all investor-owned electric utilities in the United States.

4. Gulf is currently operating under a revenue sharing plan resulting from a stipulation approved by Commission Order No. PSC-99-2131-S-EI. The stipulation setting up the revenue sharing plan contains several key provisions including a restriction on the Company seeking an increase in its base rates that would become effective before the commercial in-service date for Smith Unit 3.

REQUEST FOR PERMANENT RELIEF

5. The Company's current retail rates and charges ("base rates") are inadequate to afford Gulf a reasonable opportunity to earn a fair and reasonable rate of return for the annual period beginning with the commercial in-service date of Smith Unit 3 and beyond. The current rates and charges were essentially established in Docket No. 891345-EI, by Order No. 23573, dated October 3, 1990, based on a projected 1990 test year and 13-month average rate base, ending December 31, 1990.¹ In its order, the Commission established the overall authorized rate of return at 8.10 percent. This included a target rate of return on equity of 12.55 percent, with a range of return on equity of 11.55 percent to 13.55 percent. Pursuant to a stipulation approved by Commission Order No. PSC-93-0771-FOF-EI, dated May 20, 1993, Gulf agreed to reduce its authorized return on equity from 12.55 percent (range of 11.55% to 13.55%) to 12.00 percent (range of 11.00% to 13.00%) prospectively for any and all regulatory purposes.²

6. The projected period June 1, 2002 through May 31, 2003 serves as the test year on which Gulf has calculated its revenue deficiency in this case. The test year in a rate case provides an appropriate period of utility operations that may be analyzed so the Commission can set reasonable rates for the period the new rates will be in effect. The period June 1, 2002

¹ Under the provisions of the stipulation approved in Order No. PSC-99-2131-S-EI, Gulf's retail base rates were reduced by \$10 million per year through a 0.105 cent per kilowatthour ("kWh") reduction in the base rate energy charge applied to all customer meter readings made on and after November 4, 1999.

² In Docket No. 991487-EI, Gulf unilaterally agreed to lower its authorized return on equity range on a prospective basis for the period covered by the revenue sharing plan approved in Order No. PSC-99-2131-S-EI. Through the expiration date of the revenue sharing plan, Gulf's authorized return on equity range is 10.5% to 12.5% with a midpoint of 11.5%. *See*, Order No. PSC-99-1970-PAA-EI, dated 10/8/99. After the expiration date of the revenue sharing plan, Gulf's authorized return on equity range will once again be 11.0% to 13.0% with a midpoint of 12.0% pursuant to the stipulation approved in Order No. PSC-93-0771-FOF-EI.

through May 31, 2003 has been used as the test year for preparing this case because it best represents expected future operations after Smith Unit 3 begins commercial operation. The test year used in preparing this case is the first full twelve months after this major new investment goes into service. As a result, the test year used in preparing this case will match projected revenues with the projected costs of service and investment required to provide customers with service during the period following the effective date of the anticipated final order in this case. The test year used in preparing this case will more accurately depict the conditions Gulf Power will face during the first twelve months new rates will be in effect than would a test year based on a historical period that does not include the new investment associated with the Smith Unit 3 generating plant addition. The test year used in preparing this case is also more representative of the actual revenues, costs of service and investments during the initial twelve months new rates will be in effect and beyond than would be the case with a test year based on a calendar year period that includes months prior to the in-service date of the new generating plant. For the same reasons, the test year used in preparing this case is more appropriate than one based on Gulf Power's fiscal year because the Company's fiscal year is a calendar year. As part of this petition, Gulf seeks the Commission's approval of the projected June 1, 2002 through May 31, 2003 test year ("requested test year" or "test year") as a reasonable representation of the Company's expected future operations.

7. The Company's jurisdictional 13-month average rate base for the period ended May 31, 2003 is projected to be \$1,198,502,000. Gulf's jurisdictional net operating income for the same period is projected to be \$61,378,000 using the Company's rates currently in effect.

The resulting adjusted jurisdictional rate of return on average rate base is projected to be 5.12 percent, while the return on common equity is projected to be 4.43 percent for the test year of June 1, 2002 through May 31, 2003. In this case, the Company requests that it be allowed an overall rate of return of 8.64 percent which equals Gulf's total cost of capital, including a 13.00 percent rate of return on common equity.³ The resulting revenue deficiency is \$69,867,000 which is the amount of additional annual gross revenues requested by the Company in this proceeding.

8. As presented in the testimony and exhibits of Gulf's President and Chief Executive Officer, Mr. Travis J. Bowden, and of Gulf's other witnesses, the management and employees of Gulf have worked diligently to enable the Company to keep its low rates in spite of escalating costs, significant growth in customers to be served, and increased reliability requirements and other customer expectations caused by the widespread use of computers and other technology. The Company has succeeded in these efforts through a deliberate and intense effort to increase the productivity and efficiency of all programs and operations. Mr. Bowden's testimony and that of Gulf's other witnesses shows the very favorable position of Gulf Power in respect to other electric utilities in the nation with regard to rates and customer satisfaction. Mr. Bowden and Gulf's other witnesses demonstrate the success of Gulf's efforts to control costs and maintain reliable service to the Company's customers.

³ Upon approval, the requested return on common equity of 13.00 percent would serve as the midpoint of Gulf's authorized range. The resulting authorized range would be from 12.00 percent to 14.00 percent.

9. Despite these successful efforts on the part of Gulf's management and employees to control and reduce expenses, the addition of the Smith Unit 3 generating capacity and increased operation and maintenance (O & M) expenses associated with continuing to provide reliable service to Gulf's customers make the filing of this request for rate relief necessary. Although the addition of Smith Unit 3 with the associated O & M expenses is the primary driver behind Gulf's need for rate relief in this case, there are other significant factors that have increased the cost of providing electric service since Gulf's last rate case, Docket No. 891345-EI. These other significant factors include: the addition since 1990 of more than (1) 100,000 new customers; (2) 1400 miles of new distribution lines; and (3) 90 miles of new transmission lines; the replacement and repair of an aging electrical infrastructure; and the increased O & M costs associated with aging generating plants.

10. The details of the rate base, O & M expenses, and other factors driving the need for rate relief are more fully reflected in the testimony and exhibits of Gulf's Vice President, Chief Financial Officer, and Comptroller, Mr. Ronnie R. Labrato. As explicitly shown therein, 1990 rates and charges simply cannot cover 2002/2003 costs of providing electric service following the addition of Smith Unit 3.

11. As a provider of retail electric service to the people of Northwest Florida, Gulf is obligated by statute to provide such service in a reasonable, "sufficient, adequate, and efficient" manner. Gulf has a similar obligation to provide its shareholders with a reasonable and adequate return on their investment. Without the revenue increase requested, Gulf cannot meet its obligations to either constituency in the long run. If Gulf is rendered unable to meet its

obligations to the customers and shareholders due to inadequate rates, both stakeholder groups will suffer. The customers will suffer from less reliable service and eventually higher costs of electricity, while the shareholders will suffer from an inadequate and confiscatory return on investment and will seek other places to invest their money. For these and other reasons detailed in the testimony and exhibits of Gulf's witnesses filed with this petition, Gulf is respectfully requesting an increase in rates and charges that will produce an increase in total annual revenues of \$69,867,000.

12. Gulf Power attaches and files as a part of this petition appropriate tariff sheets, including new rate schedules designed to produce the additional revenue sought by this petition and needed to give the Company a realistic opportunity to earn a fair and reasonable rate of return. The petitioner respectfully requests that the Commission consent to these rate schedules going into operation on the commercial in-service date of Smith Unit 3.

13. If consent to the operation of all or any portion of the new rate schedules has not been given by the Commission or if a final decision on this petition has not been entered by the Commission within eight months from this filing, Gulf understands that such new rates, or any portion thereof not consented to, shall automatically go into effect in accordance with Section 366.06(3), Florida Statutes (2001).⁴ Gulf readily acknowledges that operation of all or a portion

⁴ Because of provisions in the revenue sharing plan stipulation approved by Order No. PSC-99-2131-S-EI, the new rates attached to this petition cannot go into effect by operation of 366.06(3), F.S. (2001) unless Smith Unit 3 has reached its commercial in-service date. Therefore, in accordance with the statute and the stipulation, if the Commission has not reached a final decision on this petition prior to May 10, 2002, the new rates attached to this petition will automatically go into effect on May 10, 2002, or the commercial in-service date of Smith Unit 3, whichever is later. Under such conditions, the rates will go into effect subject to refund, in accordance with the statute, pending a final order by the Commission.

of the attached rate schedules on an interim basis beginning with the commercial in-service date of Smith Unit 3 would be subject to refund pending completion of the hearings and final decision by the Commission on the permanent relief requested in this petition. Gulf is willing to post bond or other corporate undertaking, as the Commission may determine to be appropriate, for the protection of the Company's customers. Gulf is prepared to keep an accurate, detailed account of all amounts received by reason of such increase, specifying by whom and on whose behalf such amounts were paid.

14. Gulf is also filing simultaneously with this petition, and as a part hereof, schedules containing the information required by Rule 25-6.043(1)(a)1, Florida Administrative Code (minimum filing requirements or "MFRs").⁵ Pursuant to Rule 25-6.043(1)(b), Florida Administrative Code, Gulf has compiled the MFRs by following the policies, procedures and guidelines prescribed by the Commission in relevant rules and/or in the Company's last rate case. Additionally, the verified supporting testimony and exhibits of Gulf's witnesses are being pre-filed contemporaneously with this petition (and incorporated herein, and made a part hereof, by this reference) so that the Commission will have immediate opportunity for the review of the Company's case. Based on such review and within the statutory 60-day suspension period

⁵ To the extent that the Commission deems it necessary in order that this petition comply with Rule 28-106.201(2) F.A.C., Gulf states that this petition seeks to initiate proceedings that may involve disputed issues of material fact. This case does not involve reversal or modification of an agency decision or an agency's proposed action. Therefore subparagraph (c) and portions of subparagraphs (b), (e), (f) and (g) are not applicable to this petition. It is not known which, if any, of the issues of material fact set forth in the body of this petition, or in the testimony, exhibits and MFR schedules filed herewith, may be disputed by others planning to participate in the proceeding initiated by this petition. All other requirements for petitions filed under Rule 25-106.201, F.A.C. have been substantially met in the body of this petition.

provided by Section 366.06(3), Florida Statutes (2001), the Commission will be able to give its informed consent to operation of all or a portion of the proposed new rates effective on the commercial in-service date of Smith Unit 3.

WHEREFORE, Gulf Power Company respectfully petitions the Florida Public Service Commission to:

- (1) Accept this filing for final agency action;
- (2) Within 60 days after the filing of this petition and new rate schedules, consent under Section 366.06(3), Florida Statutes, to the Company putting all or a portion of the requested annual increase of \$69,867,000 into effect beginning on the commercial in-service date of Smith Unit 3 pending final decision on this petition;
- (3) Set an early hearing for purposes of granting permanent relief and entering its final order herein, in accordance with controlling statutes and court decisions, so as to adequately protect the financial integrity of the Company by giving it a reasonable opportunity to earn such fair rate of return as may be fixed by the Commission in this proceeding;
- (4) Find and determine that the Company's present rates are insufficient to yield a fair rate of return once Smith Unit 3 is placed in commercial service for Gulf's retail customers and that the continued compulsory application of the Company's present rates and charges after the commercial in-service date of Smith Unit 3 will result in the unlawful taking of the Company's property without just

compensation, resulting in confiscation of the Company's property in violation of the guarantees of the state and federal constitutions;

- (5) Authorize the Company to revise and increase its retail base rates and charges to generate additional gross revenues of \$69,867,000 on an annual basis, so that Gulf will have an opportunity to earn a fair overall rate of return of 8.64 percent including a rate of return of 13.00 percent on common equity capital and thereby maintain the Company's financial integrity and its ability to serve the public adequately and efficiently; and
- (6) Grant to the Company such other and further relief as the Commission may find to be reasonable and proper pursuant to the authority granted to the Commission under Chapter 366 of the Florida Statutes.

Respectfully submitted this 10th day of September, 2001.

GULF POWER COMPANY

By: _____
Travis J. Bowden
President and Chief Executive Officer

JEFFREY A. STONE
Florida Bar No. 325953
RUSSELL A. BADDERS
Florida Bar No. 007455
Beggs & Lane
P. O. Box 12950
(700 Blount Building)
Pensacola, FL 32576-2950
(850) 432-2451
Attorneys for Gulf Power Company

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the undersigned authority personally appeared Travis J. Bowden, who, being first duly sworn, says that he is the President and Chief Executive Officer of Gulf Power Company, is fully qualified and acting in that capacity, and is authorized to execute the foregoing petition for said company and to make this oath thereto; that the matters and things stated in said petition are true to the best of his knowledge and belief, and that insofar as they are derived from or depend on the knowledge of others, he verily believes them to be true.

Travis J. Bowden

Sworn to and subscribed before me, the undersigned authority, this ____ day of September, 2001 by Travis J. Bowden, President and Chief Executive Officer of Gulf Power Company, who is personally known to me.

Notary Public, State of Florida at Large
My Commission Expires: _____

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition of Gulf Power Company for
an increase in its retail rates and charges.

Docket No. 010949-EI
Date Filed: September 10, 2001

ATTACHMENT TO PETITION

The following 87 pages consist of tariff sheets, including new rate schedules, designed to generate the \$69,867,000 of additional gross annual revenues sought by the preceding petition of Gulf Power Company.

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Canceling Eleventh Revised Sheet No. 4.13

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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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Seventh Revised Sheet No. 4.20
Canceling Sixth Revised Sheet No. 4.20

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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.

ISSUED BY: Travis Bowden

RATE SCHEDULE GS
GENERAL SERVICE – NON-DEMAND
URSC: GS

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| PAGE 1 of 2 | EFFECTIVE DATE |
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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.



Section No. VI
Twenty-First Revised Sheet No. 6.6
Canceling Twentieth Revised Sheet No. 6.6

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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.

ISSUED BY: Travis Bowden

RATE SCHEDULE GSD
GENERAL SERVICE - DEMAND
URSC: GSD

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1 of 3

EFFECTIVE DATE

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.

ISSUED BY: Travis Bowden



Section No. VI
Nineteenth Revised Sheet No. 6.8
Canceling Eighteenth Revised Sheet No. 6.8

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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.

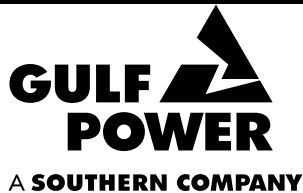
TERM OF CONTRACT:

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.

ISSUED BY: Travis Bowden



Section No. VI
Twenty-Third Revised Sheet No. 6.10
Canceling Twenty-Second Revised Sheet No. 6.10

RATE SCHEDULE LP
LARGE POWER SERVICE
URSC: GSLD

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| 1 of 3 | |

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.

ISSUED BY: Travis Bowden

(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: GSLD1

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1 of 3

EFFECTIVE DATE

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.



Section No. VI
Ninth Revised Sheet No. 6.14
Canceling Eighth Revised Sheet No. 6.14

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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.

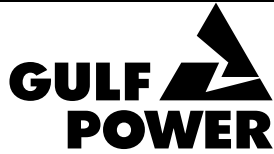
TERM OF CONTRACT:

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.

ISSUED BY: Travis Bowden



A SOUTHERN COMPANY

Section No. VI
 Eighteenth Revised Sheet No. 6.16
 Canceling Seventeenth Revised Sheet No. 6.16

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

| <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> |
|------------------------------------|---------------|---------------------|---------------------|-----------------------|-----------------------|----------------------|-----------------------------|---------------------|
| 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 | Shoobox | 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

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| PAGE 2 of 9 | EFFECTIVE DATE |
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(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.



Section No. VI
Twenty-Third Revised Sheet No. 6.18
Canceling Twenty-Second Revised Sheet No. 6.18

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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.

(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.

ISSUED BY: Travis Bowden



Section No. VI
Twentieth Revised Sheet No. 6.21
Canceling Nineteenth Revised Sheet No. 6.21

| PAGE | EFFECTIVE DATE |
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| 6 of 9 | |

(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.

ISSUED BY: Travis Bowden



Section No. VI
Fourteenth Revised Sheet No. 6.22
Canceling Thirteenth Revised Sheet No. 6.22

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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.



Section No. VI
Sixteenth Revised Sheet No. 6.23
Canceling Fifteenth Revised Sheet No. 6.23

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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.

ISSUED BY: Travis Bowden



Section No. VI
Twenty-Seventh Revised Sheet No. 6.24
Canceling Twenty-Sixth Revised Sheet No. 6.24

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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.

ISSUED BY: Travis Bowden



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

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Section No. VI
Eleventh Revised Sheet No. 6.26
Canceling Tenth Revised Sheet No. 6.26

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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. 6.29
Canceling Sixth Revised Sheet No. 6.29

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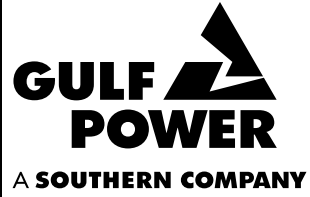
ISSUED BY: Travis Bowden



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

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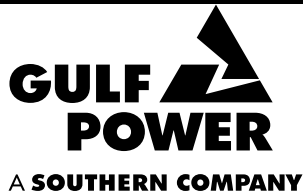
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Section No. VI
Eighth Revised Sheet No. 6.31
Canceling Seventh Revised Sheet No. 6.31

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Section No. VI
 Seventh Revised Sheet No. 6.32
 Canceling Sixth Revised Sheet No. 6.32

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

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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, GSDD, 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).

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



Section No. VI
Second Revised Sheet No. 6.33
Canceling First Revised Sheet No. 6.33

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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.

ISSUED BY: Travis Bowden



Section No. VI
Third Revised Sheet No. 6.37
Canceling Second Revised Sheet No. 6.37

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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**

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1 of 2

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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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Sixth Revised Sheet No. 6.40
Canceling Fifth Revised Sheet No. 6.40

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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:

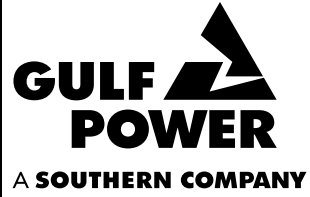
See Sheet No. 6.37

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.

ISSUED BY: Travis Bowden



Section No. VI
Third Revised Sheet No. 6.41
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THIS PAGE IS RESERVED FOR FUTURE USE.

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

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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 |
|-----------|----------------|

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.



Section No. VI
Third Revised Sheet No. 6.43
Canceling Second Revised Sheet No. 6.43

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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.



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Second Revised Sheet No. 6.44
Canceling First Revised Sheet No. 6.44

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(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.

ISSUED BY: Travis Bowden

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

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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 |

(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.

(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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First Revised Sheet No. 6.48
Canceling Original Sheet No. 6.48

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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.

ISSUED BY: Travis Bowden

**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. |

(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

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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.

ISSUED BY: Travis Bowden



Section No. VI
First Revised Sheet No. 6.55
Canceling Original Sheet No. 6.55

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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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First Revised Sheet No. 6.56
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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.

ISSUED BY: Travis Bowden

RATE SCHEDULE SBS STANDBY AND SUPPLEMENTARY SERVICE

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| PAGE 1 of 8 | EFFECTIVE DATE |
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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.



Section No. VI
First Revised Sheet No. 6.58
Canceling Original Sheet No. 6.58

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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.

(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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Canceling Original Sheet No. 6.61

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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.

(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.



Section No. VI
First Revised Sheet No. 6.63
Canceling Original Sheet No. 6.63

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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

(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.



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Canceling Original Sheet No. 6.65

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First Revised Sheet No. 6.72
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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.

ISSUED BY: Travis Bowden

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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 (P₁): 1.800¢ per KWH

Medium Cost Hours (P₂): 3.021¢ per KWH

High Cost Hours (P₃): 7.798¢ per KWH

Critical Cost Hours (P₄): 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 P₁, P₂, and P₃ are as follows:

May through October

| | | | |
|----------|----------------------|-------------------------------------|----------------------|
| | <u>P₁</u> | <u>P₂</u> | <u>P₃</u> |
| 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

| | | | |
|----------|----------------------|--------------------------------------|----------------------|
| | <u>P₁</u> | <u>P₂</u> | <u>P₃</u> |
| 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 P₄ 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 P₄.

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

| | |
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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)**

| | |
|-----------------------|-----------------------|
| PAGE 1 of 4 | EFFECTIVE DATE |
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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.

(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

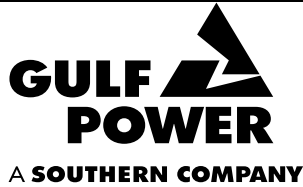
"M" is determined as follows:

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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First Revised Sheet No. 6.82
Canceling Original Sheet No. 6.82

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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

INDEX OF STANDARD CONTRACT FORMS

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| <u>Contract</u> | <u>Description</u> | <u>Sheet No.</u> |
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| Form 1 | Contract for Electric Service | 7.2 |
| Form 2 | Contract for Electric Service for Resale | 7.5 |
| Form 3 | Contract for Seasonal Electric Power | 7.11 |
| Form 4 | Deleted | |
| Form 5 | Contract for Street and General Area Lighting Service - Rate Schedule OS (Part I/II) | 7.16 |
| Form 6 | Contract for Government Owned and Operated Housing | 7.17 |
| Form 7 | Equipment Rental Lease and Maintenance Agreement | 7.23 |
| Form 8 | Agreement for Underground Electric Construction by the Utility | 7.24 |
| Form 9 | Agreement for Underground Construction Standards | 7.25 |
| Form 10 | Application for Underground Service in an Overhead Area | 7.27 |
| Form 11 | Contract for Time-of-Use Conservation Rate | 7.28 |
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| Form 13 | Standby Service Agreement | 7.30 |
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| Form 18 | Guaranty Agreement | 7.44 |
| Form 19 | Optional Relamping Service Agreement Customer-Owned Street and General Area Lighting - Rate Schedule OS (Part I/II) | 7.45 |
| Form 20 | Optional Up Front Payment of Fixture(s) – Rate Schedule OS (Part I/II) | 7.47 |
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| Form 22 | Contract Service Arrangement for the Provision of Service Under the Commercial/Industrial Service Rider | 7.49 |
| Form 23 | Assignment of Lighting Service Contract – Rate Schedule OS (Part I/II) | 7.54 |
| Form 24 | Customer-Owned Lighting Agreement (Without Relamping Service Provisions) - Rate Schedule OS (Part I/II) | 7.55 |
| Form 25 | Landlord "Leave Service Active" Agreement | 7.57 |
| Form 26 | Master Contract for Electric Service | 7.59 |
| Form 27 | Premises Exhibit to Master Contract for Electric Service | 7.61 |

Section No. VII
Fourth Revised Sheet No. 7.13
Canceling Third Revised Sheet No. 7.13

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ISSUED BY: Travis Bowden

EFFECTIVE:

Section No. VII
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EFFECTIVE:

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ISSUED BY: Travis Bowden

EFFECTIVE:

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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) unmetred 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) unmetred Small Parking Lot Lights(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) unmetred Large Parking Lot Lights(s) to be installed at a base rate of \$31.19** each per month | \$ _____ |
| _____ 100,000 Lumen* (1000 Watts) metered Large Parking Lot Lights(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

ISSUED BY: Travis Bowden

EFFECTIVE:

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

Application
 Taken By _____

Approved By _____
 Authorized Company Representative

CUSTOMER

Customer _____

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.