



April 29, 2013

VIA OVERNIGHT DELIVERY

Ms. Anne Cole
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED-FPSC
13 APR 29 AM 11:04
COMMISSION
CLERK

Re: Tariff Revisions Pursuant to Rule 25-9.044(3), F.A.C.

Dear Ms. Cole:

On this date, April 29, 2013, a letter of notification was filed with the Commission whereby Florida Power Corporation d/b/a Progress Energy Florida, Inc. ("PEF") officially changed its name to Duke Energy Florida, Inc. d/b/a Duke Energy. Pursuant to Rule 25-9.044(3), Florida Administrative Code, please find legislative format, original clean format and four copies of the revised tariffs for the former PEF. The revised tariffs reflect the new name change from PEF to Duke Energy Florida, Inc. d/b/a Duke Energy. In addition to the name changes, various additional non-substantive changes have been made as appropriate for corrections of error and consistency in page numbering and formatting.

Duke Energy will own and operate the PEF electrical facilities under the "Duke Energy" name. Customers served by the former PEF facilities will continue to receive service under the same tariffs rates, rules, and classifications currently on file with the Commission for PEF.

As required by Rule 25-9.044(3), F.A.C., Duke Energy is now submitting revisions to the existing tariffs solely for purposes of reflecting the new company name, logo, and company representative and minor corrections. Duke Energy adopts its predecessor utility tariffs in effect on this date of the official name change and confirms that no other changes have been made to rates, terms, or conditions in the previously filed Progress Energy tariffs other than the non-substantive corrections discussed above.

Please contact me if you have any additional questions. I can be reached at 727-820-

COM _____ 4692.

AFD _____

APA _____

ECO Tariffs Forwarded

ENG _____

GCL _____

IDM _____

TEL _____

CLK _____ cc: Ms. Patty Daniels (PSC)

Enclosures

Sincerely,

Dianne M. Triplett
Associate General Counsel

DOCUMENT NUMBER - DATE

02241 APR 29 2013

FPSC-COMMISSION CLERK



TARIFF FOR RETAIL ELECTRIC SERVICE

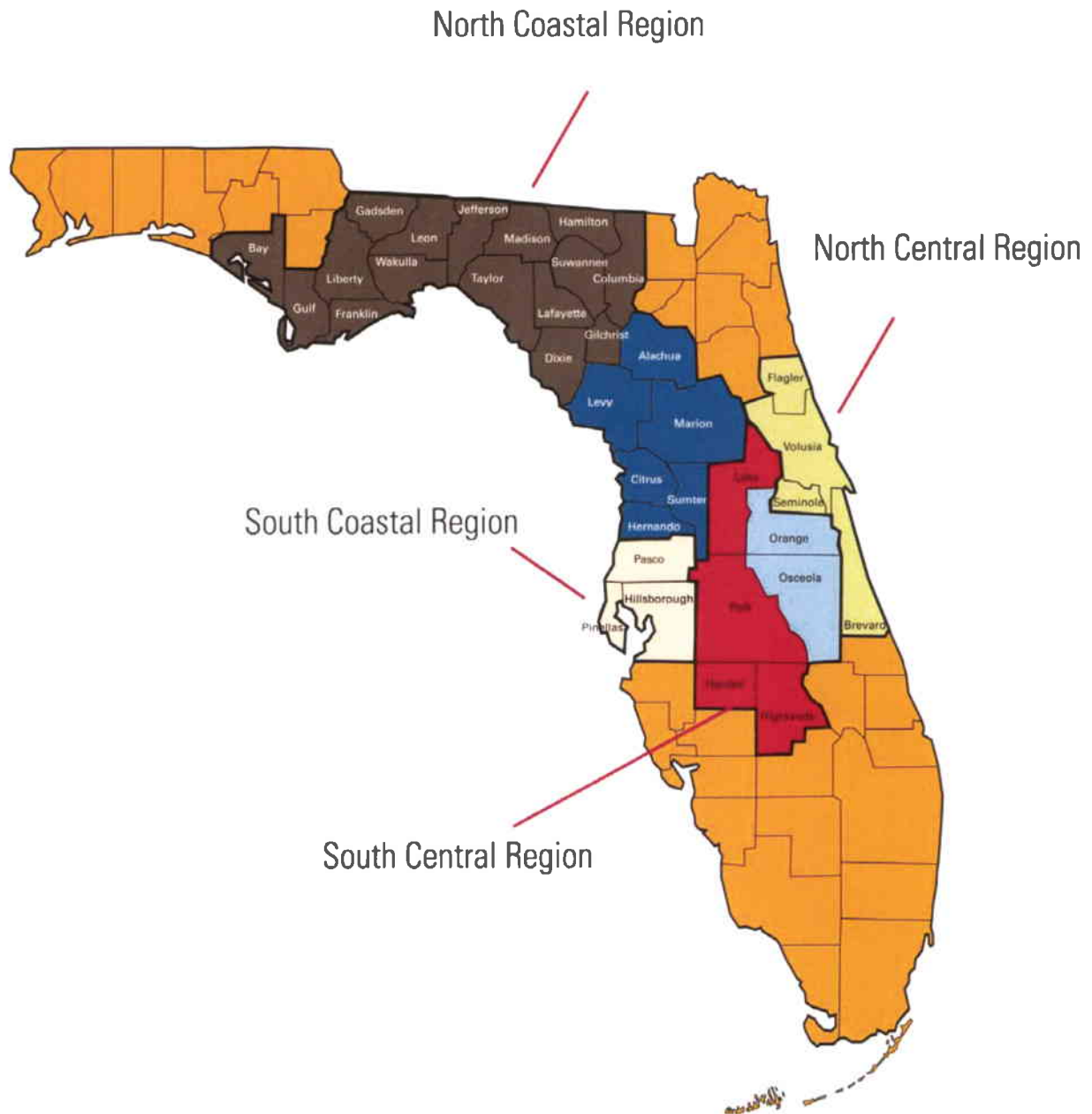
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DOCUMENT NO. DATE

02241-13 4/29/13
FISC - COMMISSION CLERK

DUKE ENERGY Florida Service Territory





SECTION NO. II
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CANCELS ~~SEVENTH SIXTH~~ REVISED SHEET NO. 2.0

MISCELLANEOUS
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CANCELS ~~SEVENTH SIXTH~~ REVISED SHEET NO. 2.1

RESERVED FOR FUTURE USE



SECTION NO. II
~~SECOND-THIRD~~ REVISED SHEET NO. 2.2
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HOME ENERGY CHECKUP

The Company has available a "Home Energy Checkup" program. This program is designed to assist residential customers in identifying electric energy conservation measures that may be taken in existing residences.

Upon request, the Company will make an inspection of a customer's residence and give the customer a written report on the economic benefits of energy saving improvements that can be made. The report will show the estimated costs of recommended changes or additions and the expected savings in future electric bills.

A \$15.00 fee will be charged for the Home Energy Checkup. The fee shall be payable at the time the inspection is performed.

Only residential customers are eligible for this service.



NON-RESIDENTIAL ENERGY AUDIT

Upon request, the Company will perform an energy analysis of a non-residential customer's facilities and give the customer a written report of the findings and any recommendations for improvements that can be made to save energy and/or demand. This report will show the estimated annual savings based on implementation of these recommendations.

The schedule of fees is as follows:

<u>AVERAGE MONTHLY ENERGY USE</u>	<u>AUDIT FEE*</u>
0 - 10,000 KWH	\$35.00
Over 10,000 KWH	\$35.00 + \$0.0035/KWH

*NOTES:

- (1) Fee amount shall be rounded to the nearest dollar.
- (2) Fee amount shall not exceed \$4,000.
- (3) If any or all audit recommendations are implemented, the audit fee, less \$35, is refundable to the customer for implementation costs incurred; however, the refund amount cannot exceed customer's implementation costs.



SECTION NO. II
~~FOURTH-FIFTH~~ REVISED SHEET NO. 2.5
CANCELS ~~FOURTH-THIRD~~ REVISED SHEET NO. 2.5

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**Florida Energy Gauge Ratings
 Energy Gauge**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To residential customers with single family homes (mobile, manufactured homes excluded). Upon request a state certified rater will perform an on-site energy inspection on an existing home and provide a rating certificate. New homes with completed Florida Energy Code Whole Building Performance Method A requires a review of code calculations to be eligible for a rating certificate.

Schedule of Fees:

<i>Rating</i>	<i>* New Home</i>	<i>* New Home (With Energy Code Compliance Form Provided)</i>	<i>* Existing Home</i>
Class I On-Site	\$195	N/A	\$195
Class II On-Site	\$145	N/A	\$145
Class III From Plans	\$110	\$35	N/A

* Includes electronic registration fees charged by the State of Florida.

Definitions:

Existing home: is a completed residential occupancy building for which a certificate of occupancy or equivalent approval for occupancy, has been issued.

Florida Energy Code Whole Building Performance Method A: Required by the State listing building components, dimensions and system efficiencies.

Energy Gauge Ratings are Categorized In Three Classes:

Class I: Energy rating requiring an on-site energy audit with specialized performance testing for air infiltration and duct leakage. Class I ratings have the highest level of confidence.

Class II: Energy rating requiring an on-site energy audit. Class II ratings have a good level of confidence.

Class III: Energy rating reserved for new buildings only and uses construction plans to generate data for ratings. Class III ratings have a fair level of confidence.

Terms of Payment:

The fee shall be payable at the time the rating is completed and delivered.



OPTIONAL LOAD PROFILER ONLINE (LPO) SERVICE

Availability:

Available throughout the entire territory served by the Company, subject to the availability of appropriate metering and meter-related equipment.

Applicable:

To General Service and Standby Service customers with a registered or contract demand of 30 kW or greater (based on most recent twelve (12) months of metered data or, if unavailable, twelve (12) months of actual and/or projected data), as an optional service using a password protected internet-based program that allows a Customer access at any internet-capable location to historic consumption data from the Company's meter(s) serving the Customer's account(s).

Schedule of Fees and Charges:

Initial one-time setup charge	\$50.00 per meter
Initial one-time meter upgrade charge	\$88.00 if applicable (see Special Provision 1 below)
Monthly fee (per meter)	
Data updated monthly ¹	\$25.00
Data updated weekly ²	\$25.00
Data updated daily ²	\$45.00 (available to customers with a demand greater than 500 kW)

¹ The timing of the monthly updates will be based on the availability metered data obtained from the Company's regularly scheduled meter readings.

² Plus a wireless telecommunications service fee of \$24.50 per meter if such service is not otherwise provided to the meter.

Terms of Payment:

The monthly fee will be included on, and payable with, the Customer's bill for electric service. The initial one-time setup charge and, if applicable, the initial one-time meter upgrade charge (see Special Provision 1 below) must be paid prior to commencement of LPO service.

Special Provisions:

1. The weekly or daily data update options of LPO service require that the standard meter(s) serving a Customer, as determined solely by Company based upon the Customer's electrical requirements, must be capable of recording consumption data at 15-minute intervals and must be capable of being read remotely. An initial one-time meter upgrade charge (see Schedule of Fees and Charges above) will be made for each standard meter serving the Customer that does not have these capabilities.



OPTIONAL REMOTE ACCESS SERVICE

Availability:

Available throughout the entire territory served by the Company, subject to the availability of appropriate metering and meter-related equipment.

Applicable:

To General Service and Standby Service customers with a contract or registered demand of 30 kW or greater (based on most recent twelve (12) months of metered data or, if unavailable, twelve (12) months of actual and/or projected data), as an optional service that allows a Customer to remotely access and monitor consumption data from the Company's electric meter(s) serving the Customer's account(s).

Schedule of Fees and Charges:

Initial one-time setup charge	\$20.00 per meter
Initial one-time meter upgrade charge	\$88.00 if applicable (see Special Provision 1 below)
Monthly fee	
Demand from 30 kW to 500 kW	
Maintenance/repairs	\$ 5.25 per meter
Memory Board	\$ 1.25 per meter (if required)
Communication Board	\$ 3.20 per meter (if required)
Demand greater than 500 kW	
Maintenance/repairs	\$ 5.25 per meter

Terms of Payment:

The monthly fee will be included on, and payable with, the Customer's bill for electric service. The initial one-time setup charge and, if applicable, the initial one-time meter upgrade charge (see Special Provision 1 below) must be paid prior to commencement of Remote Access service.

Special Provisions:

1. Remote Access service requires that the standard meter(s) serving a Customer, as determined solely by Company based upon the Customer's electrical requirements, must be capable of recording electrical consumption data at 15-minute intervals and must be capable of being read remotely. An initial one-time meter upgrade charge (see Schedule of Fees and Charges above) will be made for each standard meter serving the Customer that does not have these capabilities.
2. The Customer must supply and make available at no cost to the Company a suitable direct-dial telephone communication line connected to the meter, installed to the Company's specifications, and readily accessible to the Company.
3. The Company will provide passwords and other related information needed by the Customer's software to access the Customer's metered consumption data. If the Customer requests additional technical support from the Company to resolve problems with the Customer's software in accessing or monitoring the consumption data, the Customer shall pay the Company's reasonable costs for providing such additional technical support.



TECHNICAL TERMS AND ABBREVIATIONS

ALTERNATING CURRENT (A-C):	As contrasted to direct current having a constant flow, alternating current varies with time, most commonly as a sinusoidal waveform.
AMPERE:	The unit of measurement of electric current equal to the flow of electric charge of 1 coulomb per second.
BASE RATES:	The charges contained in the Company's rate schedules for recovering the cost of service excluding those costs recovered under rate schedule BA-1, Billing Adjustments.
BRITISH THERMAL UNIT (BTU):	The quantity of heat required to raise the temperature of one pound of water one degree Fahrenheit.
CAPACITOR or CAPACITANCE:	An element or characteristic of an electric circuit not consuming energy and having the opposite electrical effect of inductance. Capacitors are commonly utilized in electric systems to compensate for inductive loads thereby improving the voltage and efficiency of the electric system.
CAPACITY COST RECOVERY FACTOR (CCR):	A charge applicable to a customer's usage for recovery of purchased power capacity costs incurred by the Company.
CIRCUIT:	A conductor or a system of conductors through which an electric current is intended to flow.
CIRCUIT BREAKER:	A protective device designed to open an electrical circuit in the event of excess or abnormal current flow.
CONJUNCTIVE BILLING:	The combining, for billing purposes, of the separate consumptions and registered demands of two (2) or more points of delivery serving a single customer. This may also be termed totalizing metering, additive billing, plural meter billing, or conjunctive metering. (Note: Conjunctive billing is not permitted under current FPSC Rules.)
COGENERATION:	The sequential generation of electrical and/or mechanical power and another form of useful thermal energy (such as heat or steam) from the same fuel source.
COINCIDENCE FACTOR:	The ratio of the maximum demand of a group, class, or system as a whole to the sum of the individual maximum demands of the several components of the group, class, or system. As defined, coincidence factor can never be greater than unity. Also, reciprocal of diversity factor.
CONDUCTOR:	A wire or cable capable of carrying electricity.
CURRENT:	A flow of electric charge.
CURTAILABLE SERVICE:	Electric service for which the Customer is required to reduce load when requested by the Company especially at times of critical capacity conditions.
CUSTOMER CHARGE:	One component of an electric bill generally related to the cost of service that is independent of a Customer's actual use of electricity which may include the costs associated service entrance facilities, metering, meter reading, accounting, billing, and other type costs.
CYCLE:	A single complete execution of a repetitive phenomenon. As related to most alternating current, a cycle is one complete sinusoidal period of current. The number of such repetitive cycles occurring during a one-second interval is known as the frequency. See frequency.
DEMAND:	The average rate at which energy is delivered during a specified continuous interval of time, such as instantaneous, 15, 30, or 60 minutes. Electric demand is generally expressed in kilowatts (kW).
AVERAGE DEMAND:	The demand as determined by dividing the total energy use by the number of units of time in the interval.
BILLING DEMAND:	The demand imposed by the Customer for which demand charges are based in accordance with the applicable rate schedule.

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TECHNICAL TERMS AND ABBREVIATIONS (Continued)

COINCIDENT DEMAND:	Any demand that occurs simultaneously with any other demand as in "the demand coincident with the system peak."
MAXIMUM DEMAND:	The greatest of all demands of the load under consideration which has occurred during a specified period of time.
DEMAND CHARGE:	One component of an electric bill generally related to the fixed costs associated with serving the customer's electric capacity needs.
DEMAND INTERVAL:	The period of time during which the electric energy flow is averaged in determining effective demand, such as instantaneous, 15, 30, or 60 minutes.
DIVERSITY:	The quality or characteristic by which individual maximum demands occur at different times.
DIVERSITY FACTOR:	The ratio of the sum of the maximum non-coincident demands of two or more loads to their maximum coincident demand for the same period.
ENERGY CHARGE:	One component of an electric bill generally related to those costs which vary in proportion to energy (kWh) consumption. The charge may be stated in base rates as a non-fuel charge for which other energy related costs such as fuel and ECCR may be stated separately in billing adjustments.
ENERGY, ELECTRIC:	Power used for a period of time and normally measured in kilowatt-hours.
ENERGY CONSERVATION COST RECOVERY (ECCR):	A charge applicable to a customer's usage for recovering the cost incurred by the Company for approved energy conservation programs.
<u>ENVIRONMENTAL COST RECOVERY CLAUSE (ECRC):</u>	<u>A charge applicable to a customer's usage for recovering the cost incurred by the Company for approved environmental compliance costs.</u>
FRANCHISE FEE:	A payment to a city or county government for the non-exclusive right to install and maintain equipment on the government's highway and street property.
FREQUENCY:	The number of cycles which an alternating current completes in a second. Utilities in the United States generally supply electricity at a frequency of sixty (60) cycles per second.
FUEL COST RECOVERY FACTOR:	A charge applicable to a customer's usage for recovering the costs of fuel and purchase power incurred by the Company to provide electric service.
FUSE:	A device containing an element that protects an electric circuit by melting when overloaded, thereby opening the circuit.
HEAT RATE:	A measure of thermal efficiency, generally expressed in BTU/kWh, for the conversion of a fuel source to electric energy.
HORSEPOWER (H.P.):	A unit of power equal to 745.7 watts. Ratings of motors are generally measured in horsepower.
INDUCTOR or INDUCTANCE:	An element or characteristic of an electric circuit not consuming energy but requiring electrical capacity (reactive power) and contributing to voltage drop and line losses in the circuit. Many electric loads, especially motors, have this characteristic in addition to their real power requirement.
INTERRUPTIBLE SERVICE:	Electric service which may be interrupted by the Company especially at times of critical capacity conditions.
KILO-(K):	A prefix meaning 1,000.
KILOVOLT (kV):	1,000 volts. See volt.

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TECHNICAL TERMS AND ABBREVIATIONS (Continued)

KILOVOLT-AMPERE (kVA):	1,000 volt-amperes. See volt-ampere.
KILOWATT (kW):	1,000 watts. See watt.
KILOWATT-HOUR (kWh):	1,000 watt-hours. It is the basic unit of electrical energy measurement. See watt-hour.
LOAD:	The electric power requirements of a customer for operation of appliances, electric equipment, or other current consuming devices.
LOAD FACTOR:	The ratio of the average demand over a designated period of time to the maximum demand occurring in that period. Load factor may also be derived by dividing the energy in the period (kWh) by the product of the maximum demand (kW) and the number of hours (h) in the period. This is often times expressed as a percentage.
LOSSES, LINE:	Electric power and energy that is lost in the transmission and distribution of power from the source to the Customer. The losses occur in the form of waste heat from the current flow through conductors and transformers.
LUMEN:	A unit of light measurement equivalent to the amount of light delivered by one standard candle at a distance of one foot.
LUMINAIRE:	A lighting fixture for street and area lighting.
MEGA-:	A prefix meaning 1,000,000.
MEGAWATT (MW):	1,000,000 watts. See watt.
MEGAWATT-HOUR (MWh):	1,000,000 watt-hours. See watt-hour.
METER, ELECTRIC:	A device for measuring levels and volumes of electricity use.
<u>NUCLEAR COST RECOVERY CLAUSE (NCRC):</u>	<u>A charge applicable to a customer's usage for recovering the cost of incremental new nuclear generating capacity.</u>
OHM:	A unit of electrical resistance equal to that of a conductor in which a current of one ampere is produced by the potential of one volt across its terminals.
PERIOD, OFF-PEAK	Times of relatively low demands imposed on the Company electric system.
PERIOD, ON-PEAK:	Times of relatively high demands imposed on the Company electric system.
PHASE:	Pertains to the number, generally single or three, of supply voltages differing in angular displacement. Households are generally designed for single-phase service; large electric loads may find advantages in being supplied with three-phase service.
POWER:	The rate at which energy is transmitted during a period of time.
POWER, APPARENT:	The mathematical product of the volts and amperes of a circuit. This product is expressed as volt-amperes (VA) or kilovolt-amperes (kVA). It is comprised of both real and reactive power components.
POWER, REACTIVE:	The component of apparent power which is not available to do work. Reactive power occurs in furnishing charging current to magnetic and electrostatic equipment connected to a system. It is measured in vars (VAR) or kilovars (kVAR).
POWER, REAL:	This is the energy or work-producing component of apparent power. It is measured in watts (W) or kilowatts (kW).

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TECHNICAL TERMS AND ABBREVIATIONS (Continued)

POWER FACTOR:	The ratio of real power (kW) to apparent power (kVA) for any given load and time.
QUALIFYING FACILITY:	A cogenerator or small power producer which obtains qualifying status under Section 201 and Subpart B of the FERC regulations.
RATE BASE:	The Company's investment in property and other resources used and useful in providing electric service to its customers.
RATE OF RETURN:	The amount of money earned net of operating costs, expressed as a percentage of the rate base.
RESISTOR or RESISTANCE:	An element or characteristic of an electric circuit that resists the flow of electric current and capable of dissipating energy.
SMALL POWER PRODUCER:	A power production facility, normally obtaining qualifying status, thereby meeting certain size, fuel use, and ownership criteria.
TARIFF:	The Company's assembled volume of information containing rules and regulations, rate schedules, standard forms, and other material as required by, and filed with, the Florida Public Service Commission.
TRANSFORMER:	An electromagnetic device that changes the voltage of electricity.
VOLT:	The unit of measurement of electrical force or pressure.
VOLT-AMPERE (VA):	Mathematical product of volts and amperes of a circuit.
VOLT-AMPERE REACTIVE (VAR):	The basic measure of reactive power equal to the product of volts and the reactive component of current in amperes.
VOLTAGE:	The electric pressure of a circuit in an electric system measured in volts.
DISTRIBUTION PRIMARY VOLTAGE:	A high distribution voltage ranging from about four (4) kilovolts to thirty-four (34) kilovolts, which a general service customer may elect to take service. Supply at this level avoids the utility from having to install transformation to the more commonly utilized distribution secondary voltage. For service at this delivery voltage, the Customer's billing usually includes a credit for this avoidance.
DISTRIBUTION SECONDARY VOLTAGE:	The lowest supply voltage, ranging from 120 to 480 volts, obtained by transformation from a distribution primary voltage source. This is the supply voltage required to operate conventional household appliances and equipment.
WATT (W):	The basic unit of electric power equal to one (1) joule per second.
WATTAGE:	The electric power required by an appliance or current consuming device.
WATT-HOUR (Wh):	The basic unit of electric energy equal to the energy of one (1) watt acting for one (1) hour and equivalent to 3,600 joules.



SECTION NO. III
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CANCELS ~~SECONDFIRST~~ REVISED SHEET NO. 3.5

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SECTION NO. III
~~SECOND-THIRD~~ REVISED SHEET NO. 3.6
CANCELS ~~SECONDFIRST~~ REVISED SHEET NO. 3.6

RESERVED FOR FUTURE USE



SECTION NO. III
~~SECOND-THIRD~~ REVISED SHEET NO. 3.7
CANCELS ~~SECOND-FIRST~~ REVISED SHEET NO. 3.7

RESERVED FOR FUTURE USE



GENERAL RULES AND REGULATIONS
GOVERNING ELECTRIC SERVICE

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ISSUED BY: ~~Lori J. Cross, Manager, Utility Regulatory Planning – Florida~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~October 1, 2008~~ April 29, 2013



GENERAL RULES AND REGULATIONS
GOVERNING ELECTRIC SERVICE

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Appendix: Requirements for Electric Service and Meter Installations



**GENERAL RULES AND REGULATIONS
GOVERNING ELECTRIC SERVICE**

INTRODUCTION

This section of the Company's Tariff contains the rules and regulations governing electric service. These rules and regulations are promulgated in accordance with and supplementary to the Rules of the Florida Public Service Commission.

Technical specifications and requirements for electric service are published separately in a Company booklet entitled "Requirements for Electric Service and Meter Installations." A copy of this booklet is contained in the Appendix to this section and made a part of these General Rules and Regulations Governing Electric Service. The booklet is available upon request at any ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. office.



PART I

DEFINITIONS AND CLASSIFICATIONS

1.01 Definitions:

The following definitions set forth standard interpretations of certain terms used in these Rules and Regulations:

- (1) Company: ~~Progress Energy, Florida Inc.~~ Duke Energy Florida, Inc.
- (2) Customer: The user of the Company's electric service.
- (3) Service: The supply by the Company of electricity to the Customer, including the readiness and availability of electrical energy at the Customer's Point of Delivery at the required voltage and frequency whether or not utilized by the Customer.
- (4) Service Drop: That portion of the Company's facilities, between the pole or underground cable and the point of attachment at the service entrance, which brings the service from the Company's supply lines to the Customer.
- (5) Service Entrance: Wires and enclosures owned by the Customer and connecting the Customer's installation to the service drop.
- (6) Customer's Installation: Wires, enclosures, switches, appliances and other apparatus, including the service entrance, forming the Customer's facilities utilizing service for any purpose on the Customer's side of the point of delivery.
- (7) Point of Delivery: The point of attachment where the Company's service drop is connected to the Customer's service entrance. . For underground service other than residential, the Customer's service entrance shall include conductors and raceway to a point designated by the Company generally the pad-mount transformer closest to the building.
- (8) Connected Load: The total rated capacity in horsepower (H.P.) and/or kilowatts (kW), and/or kilovolt amperes (kVA), of all electric equipment, appliances, apparatus and other current consuming devices which are connected in and to the Customer's installation and which may utilize service.
- (9) Maximum Demand: Highest integrated reading of Customer's electrical power requirements measured in kilowatts during the interval of time specified in the Rate Schedules.
- (10) Temporary Service: The supply of electricity by the Company to the Customer for construction purposes; or for fairs, displays, exhibits and similar services; and for other services which will be in use for less than a year.
- (11) Rate Schedules: The applicable schedules of rates and charges for service rendered which, from time to time, are on file with and approved by the Florida Public Service Commission having jurisdiction thereover, and under which service is rendered by the Company.

1.02 Service Classifications:

Service is classified for rate application purposes according to one of the following which best describes the Customer's electric service requirements:

- (1) Residential: Residential customers have the option of being served under one of the following rate schedules:
 - A. Residential Service (RS-1): Applicable to residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household.

(Continuing on Next Page)

Residential (Continued):

Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

- (a) 100% of the energy is used exclusively for the co-owner's benefit.
- (b) None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
- (c) Each point of delivery will be separately metered and billed.
- (d) A responsible legal entity is established as the Customer to whom the Company can render its bill(s) for said service.

B. Residential Load Management (RSL-1): Applicable to customers eligible for residential service under Rate Schedule RS-1 who elect service under this rate schedule and who utilize any of the following electrical equipment:

- 1. Water Heater
- 2. Central Electric Heating System
- 3. Central Electric Cooling System
- 4. Swimming Pool Pump

C. Residential Time of Use (RST-1): Applicable at the option of the Customer, to residential customers otherwise eligible for service under Rate Schedule RS-1, provided that all of the electric load requirements on the Customer's premises are metered through one point of delivery.

- (2) **General Service Non-Demand:** Applicable to any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable.
- (3) **General Service Demand:** Applicable to any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable with a measured annual kWh consumption of 24,000 kWh or greater per year.
- (4) **Lighting Service:** Applicable to any customer for the sole purpose of lighting roadways or other outdoor land use areas; served from either Company or Customer owned fixtures of the type available under this rate schedule.
- (5) **Interruptible General Service:** Applicable to any customer, other than residential, for light and power purposes where service may be interrupted by the Company.
- (6) **Curtable General Service:** Applicable to any customer, other than residential, for light and power purposes where the Customer agrees during a period of requested curtailment to curtail as a minimum the greater of: (a) 25 kW or (b) 25% of their average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection for twelve (12) months).
- (7) **Standby and Supplemental Services:** Applicable to any customer other than residential, having on-site generating equipment and requesting standby and/or supplemental services (firm, interruptible, curtable). A customer requesting standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load, and (3) is operated for other than emergency and test purposes.
- (8) **Temporary Service:** Applicable to any customer for temporary service such as construction, fairs, displays, exhibits and similar temporary purposes.

1.03 Rate Applications:

The Customer shall be billed in accordance with the regular rate schedule applicable to the Customer class for which service is rendered, or the Customer may elect to be billed under any optional rate schedule offering for the class, e.g. time of use. The Company will, upon request, advise any Customer as to the rate schedule most advantageous to his service requirements but does not assume responsibility for its selection in the event of changes in the Customer's requirements. All rate schedules are contained in Section No. VI of the Tariff and are available for inspection at any Company office. A Customer shall, upon request, be furnished a copy of the rate schedule applicable to his service.

PART II**AVAILABILITY AND ESTABLISHMENT OF SERVICE****2.01 Application for Service:**

Information may be obtained at the nearest Company office as to the availability of service at the location where it is desired, and application for such service should be made by the Customer at such office at the earliest possible time so that details for furnishing service may be determined. Unless otherwise agreed in writing by the Company, and except as provided in Part III hereof, applications will be accepted only upon the condition that the Company shall be under no obligation to render service other than that character of service then available at the proposed Point of Delivery. Any such application or agreement shall be subject to all the provisions of these Rules and Regulations and of the Rate Schedules, and the terms and conditions thereof shall be binding upon the Company as well as upon the Customer. In order to insure that capacity is available in Company equipment to provide satisfactory service to the Customer, load data must be submitted with the application for service. Load data should include the anticipated Connected Load and the anticipated Maximum Demand.

2.02 Service Available:

Technical specifications for type and location of service are provided in the "Requirements for Electric Service and Meter Installations" contained in the Appendix.

2.03 Temporary Service:

The Company will, where it has a source of supply readily available, furnish service for temporary installations as provided for in the Company's Rate Schedule TS-1.

2.04 Auxiliary Service:

Auxiliary service is electric service provided to customers in lieu of that which might otherwise be provided by customer-owned generation for which the customer is not otherwise required to take service under the Company's Standby Service tariff. Auxiliary service is available and will be supplied by the Company under the applicable rate schedule. Parallel interconnected operation of customer-owned generation equipment is permissible only if the customer has executed a standard interconnection agreement with the Company in accordance with the Company's filed contract forms. In the absence of an executed interconnection agreement for parallel operation, the customer's facilities shall be so installed and maintained as to prevent operation of his power sources in parallel with those of the Company.

2.05 Premium Distribution Service:

Upon request by a Customer, the Company will install facilities capable of providing automatic delivery transfer to an alternate distribution circuit in the event of an outage of the principal distribution circuit. The Customer shall pay a monthly amount for such facilities in accordance with the specified rate for additional equipment contained in the applicable general service rate schedule under which service is provided.

The Company will determine the alternate circuit for Premium Distribution Service on the basis of the most economic and feasible circuit deemed available by the Company. If the Customer is desirous of a particular alternate circuit other than that deemed by the Company, the Company will give consideration to such request but shall not be required to establish such desired circuit as the alternate circuit. Where construction is necessary to extend the selected alternate circuit to an interconnection point with service on the Customer's property, the Customer shall pay this cost fully as a Contribution-in-Aid-of-Construction to the Company.

The Customer shall also be subject to an additional Monthly Demand Charge for Premium Distribution Service as stated in the applicable general service rate schedule.



PART III

CONTRIBUTION IN AID OF CONSTRUCTION

3.01 Contribution in Aid of Construction for the Installation of New or Upgraded Facilities:

Where an extension to or upgrade of existing facilities at any voltage level (other than a service drop and/or meter) is required to provide service to a Customer, the Company shall calculate under the formulas set forth below whether a contribution in aid of construction (CIAC) is due from the Customer. A CIAC would be due from the Customer as a result of expected incremental revenues from the Customer, together with revenues from other prospective customers to be served from such extension or upgrade, not being sufficient to afford a fair and reasonable return on the cost of making such extension or upgrade. The Company shall use its best judgment in estimating the revenue portion of the formulas which shall be based on an annual period ending not more than five years after the extension or upgrade is placed in service. For all of the formulas below, the costs shall include cost of removal and salvage, if applicable.

(1) Overhead Extension or Upgrade: The following formula shall be used to determine the CIAC owed by the Customer. If the application of this formula results in a negative value for CIAC_{OH}, the CIAC_{OH} amount shall be set to zero.

(a) For residential and general service non-demand customers, the CIAC shall be calculated as follows:

$$CIAC_{OH} = \begin{array}{l} \text{Actual or estimated job cost for} \\ \text{new poles and conductors and} \\ \text{appropriate fixtures required to} \\ \text{provide service, excluding} \\ \text{service drops and meters} \end{array} - \begin{array}{l} \text{Four (4) years expected incremental base} \\ \text{energy revenue} \end{array}$$

(b) For general service demand customers, the CIAC shall be calculated as follows:

$$CIAC_{OH} = \begin{array}{l} \text{Actual or estimated job cost for} \\ \text{new poles and conductors and} \\ \text{appropriate fixtures required to} \\ \text{provide service, excluding} \\ \text{service drops, and meters} \end{array} - \begin{array}{l} \text{Four (4) years expected incremental base} \\ \text{energy revenue plus Four (4) years} \\ \text{expected incremental base demand} \\ \text{revenue} \end{array}$$

(2) (a) Residential Underground Extension or Upgrade: The following formula shall be used to determine the CIAC:

$$CIAC_{UG} = \begin{array}{l} \text{Estimated difference between} \\ \text{the cost of providing the line} \\ \text{extension or upgrade, including} \\ \text{not only the line extension or} \\ \text{upgrade itself but also the} \\ \text{transformer, the service drop,} \\ \text{and other necessary fixtures,} \\ \text{with underground facilities vs.} \\ \text{the cost of providing service} \\ \text{using overhead facilities} \end{array} + CIAC_{OH} \text{ (as above)}$$

For underground residential service, the charges set forth in Part XI, Underground Residential Distribution Policy, provide the portion of the above formula developing the estimated difference in cost using underground facilities vs. overhead facilities.

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- (b) General Service Underground Extension or Upgrade: The following formula shall be used to determine the CIAC:

$$\begin{array}{l}
 \text{CIAC}_{UG} = \text{Estimated difference between} \\
 \text{the cost of providing the line} \\
 \text{extension or upgrade, including} \\
 \text{not only the line extension or} \\
 \text{upgrade itself but also the} \\
 \text{transformer and other} \\
 \text{necessary fixtures, excluding} \\
 \text{the service drop, with} \\
 \text{underground facilities vs. the} \\
 \text{cost of providing service using} \\
 \text{overhead facilities}
 \end{array}
 + \text{CIAC}_{OH} \text{ (as above)}$$

The Company will designate the point of delivery and the Customer will provide the service entrance conductors and raceway from the Customer's service equipment to the point of delivery designated by the Company at or near the building.

- (3) Extension for Temporary Service: The Customer shall pay extension costs for temporary service in accordance with Rate Schedule TS-1.
- (4) Extension for Street or Area Lighting Service: Service for street or area lighting is normally provided from existing distribution facilities. Where suitable distribution facilities do not exist, the following formula shall be used to determine the CIAC owed by the Customer. If the application of this formula results in a negative value for CIAC, the CIAC amount shall be set to zero.

$$\begin{array}{l}
 \text{CIAC} = \text{Actual or estimated job cost of} \\
 \text{new facilities required to} \\
 \text{provide service excluding} \\
 \text{lighting facilities}
 \end{array}
 - \text{Four (4) years expected incremental base} \\
 \text{energy revenue}$$

- (5) CIAC True-Up:

Within 12 months of the in-service date of the new facility installation or upgrade, an initial end-use Customer that paid CIAC may make a one-time request to true-up the CIAC charged by the Company. The Company will true-up CIAC paid to reflect actual construction costs and actual base revenues received at the time the true-up request is made. The revenue portion of the CIAC true-up will be calculated by annualizing the actual base energy and demand revenues received by the Company as of the date of the true-up request and multiplying by four to derive four years expected base revenues. Depending on the true-up results, the initial end-use customer requesting a true-up may be entitled to a refund or charged additional CIAC.

- (6) CIAC Prorate:

Within a three year period from the in-service date of the installation of the new or upgraded facilities ("the initial facilities"), the Company will prorate the CIAC paid by the initial end-use customer for the facility installation or upgrade to serve that customer. Prorating will apply to only CIAC payments of \$1,500 and above. Customers requiring more than a meter and a service drop for service from the initial facilities (e.g. additional poles or transformers) will be excluded from the CIAC prorate. The initial end-use customer will be charged the full amount of CIAC in accordance with this Part III. Additional customers served by the initial facilities will each pay their prorata share of the CIAC paid by the initial customer. The prorata share will be calculated by first determining the total number of customers involved by adding one (1), representing the initial customer, to the number of additional customers identified by the Company that could be served by the initial facilities. Then each customer's prorata share will be one divided by the total number of customers involved. The Company will refund the prorated collections to the initial end-use customer.

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3.02 Route and Easement:

For new line extensions, upgrades or service drops, the Company shall select the most economical route, which may be a right of way or easement. Before the Company starts construction, the route chosen must be cleared of all trees, tree stumps and other obstructions by the applicant, at no charge to the Company and be suitable for Company use. The Company will use private property for any such extension or upgrade, once an easement suitable to the Company is granted by the owner of such private property to the Company, without cost, in accordance with the following provisions:

- (1) Private Property of Customer: Where more than one pole is located on a customer's property for the sole purpose of supplying service to such customer, an easement for all such poles and for any related facilities, including guys, overhead distribution circuits and overhang, must be furnished by the Customer. The entire length and width of the easement across the Customer's property must be cleared of trees, undergrowth, and other obstructions to access by the Company's vehicles and equipment, prior to installation of the service line by the Company.
- (2) Private Property of Third Party: Where, in order to provide service to a Customer, Company facilities are to cross over or be located upon private property not owned by such Customer, or where service to such Customer is to be provided from existing Company facilities so situated, an easement for all such facilities involved, including, but not limited to, poles, guys, overhead distribution circuits and overhang, if any, will be required to be obtained by the Customer prior to such facilities being installed by the Company.
- (3) Acquisition, Form and Cost: All such grants shall be obtained by the Customer upon the Company's standard form, properly executed by the grantor, and shall be made without cost to the Company.

3.03 Installation by Customer:

The Customer's installation shall, in its entirety, be installed and maintained in accordance with the requirements of local ordinances pertaining thereto, or of authorities having jurisdiction thereover, or in the absence of such local ordinances or authorities in accordance with the requirements of the National Electrical Safety Code as set forth in Handbook H-43 of the National Bureau of Standards in its present form, or as subsequently revised, amended or superseded; provided, however, that service to any customer over lines and facilities not owned by the Company shall be at the sole option of the Company. Customer installations shall be in accordance with the following provisions:

- (1) Inspection by Authorities: The Company recommends that all wiring installations be inspected and approved by an authorized electrical inspector if available; and, were such inspection is required by local ordinance or authority, the Company cannot render service until such inspection has been made and formal notice from the inspecting authority of its approval has been received by the Company.
- (2) Inspection by Company: The Company reserves the right to inspect Customer's installation prior to rendering service, and from time to time thereafter; but the Company assumes no responsibility whatsoever for the Customer's installation as a result of any such inspection, and will not be responsible in any way for any defect in Customer's installation, or any part thereof, or for any damage which may result from any such defect.

3.04 Special Service Requirements:

The Company designs and installs its service facilities in accordance with the "Requirements for Electric Service and Meter Installations" contained in the Appendix. Where the Customer requests a more costly service arrangement, such as a remote point of delivery, excess transformer capacity, or any other special requirements, or high demand equipment, such as tankless water heaters, kilns, welders etc. The Company will provide such service if feasible and the Customer shall pay the cost in excess of the estimated cost of the standard design.

3.05 Relocation or Modification of Existing Facilities:

When, in the judgment of the Company a change in the use or layout of the Customer's premises makes the relocation or modification, but not an upgrade of the Company's existing facilities necessary, or when such relocation or modification is requested by the Customer and is consistent with sound utility practices, the Company will relocate or modify such facilities in a manner acceptable to the Company. The Customer shall pay the Company for all cost associated with any such relocation or modification based on an invoice prepared by the Company in accordance with standard estimation procedures, and if the relocation or modification is made at the Customer's request, such payment shall be made in advance. If a requested relocation or modification involves the conversion of an existing residential overhead service to an underground service lateral, the charges and provisions of Section 11.05 of these Rules shall apply.

PART IV**TERMS AND CONDITIONS OF SERVICE****4.01 Service Connection:**

The Company's connection with the Customer's service entrance shall be made with such service drop and shall be backed up by such transformers and related facilities and equipment as may be necessary to supply adequate electric service to the Customer in accordance with the load data furnished by the Customer at the time of applying for service.

4.02 Access to Customer Premise:

The duly authorized agents of the Company shall have access at all reasonable hours to the premise of the Customer for the purpose of inspecting the Customer's installation; for installing, maintaining, inspecting or removing the Company's property; for reading meters; and for other purposes incident to the rendition or termination of service to the Customer. In acting hereunder, neither the Company nor its authorized agents shall be liable for trespass.

4.03 Protection of Company Equipment:

The Customer shall provide proper protection for the Company's equipment and facilities located on the Customer's premise, and shall permit no one but the Company's agents or persons authorized by law, to have access to the Company's equipment or facilities.

4.04 Continuity of Service:

The Company will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the Customer for the complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from causes beyond its control or through the ordinary negligence of its employees, servants, or agents, nor shall the Company be liable for the direct or indirect consequences of interruptions or curtailments made in accordance with the provisions of its rate schedules for interruptible, curtailable and load management service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, shutdowns for repairs or adjustments, interference by Federal, State, or Municipal governments, acts of God, or other causes beyond its control.

- (1) Priority of Curtailment: In an emergency, the Company may interrupt, curtail, or suspend electric service to all or some of its Customers; provided the Company is acting in good faith and exercising reasonable care and diligence, the selection by the Company of the customers to be interrupted, curtailed, or suspended shall be conclusive on all parties concerned, and the Company shall not be held liable with respect to any such interruption, curtailment, or suspension.
- (2) Restoration of Service: In the event of an interruption, curtailment or suspension of electric service from any cause, the Company reserves the right to solely determine the method of restoration of service and in establishing the priority of restoration within the shortest time practicable consistent with safety. The Company shall not be held to be default of rendering adequate electric service because of the Company's preservation of system integrity for priority in the restoration of customer service.
- (3) Notification of Interruptions: Whenever service is interrupted, curtailed, or suspended for the purpose of performing planned construction work on lines or equipment, the work shall be done at a time, if at all practicable, which will cause the least inconvenience to the customers, and the Company shall attempt to notify in advance (except in cases of emergency) those customers who the Company knows may be affected.

4.05 Indemnification by Customer:

The Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, costs or expense for loss, damage, death or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the use or disposition of electricity by the Customer at or on the Customer's side of the Point of Delivery, unless such loss, damage, death or injury shall result from the sole negligence of the Company.



PART V
METERS

5.01 Installation and Maintenance of Meters:

The Company will install and maintain, at its own expense, such standard meter or meters, and other metering equipment, as may be necessary to measure all electric energy sold to the Customer on a metered basis. If a self-contained meter enclosure is required it will be the customer's responsibility to furnish such equipment. All self-contained meter enclosures will be maintained or replaced by the customer. However, in the event of a service outage related to the meter enclosure, The Company will temporarily restore service, if possible, and advise the customer of his or her responsibility to repair or replace the enclosure. Title to meters and metering equipment shall be and remain in the Company, excluding self-contained meter enclosures. Technical specifications and requirements for metering, and self-contained meter enclosures are provided in the "Requirements for Electric Service and Meter Installations" contained in the Appendix.

5.02 Meter Seals:

All meters will be sealed by a representative of the Company. Such meter seals must not be removed, destroyed or tampered with by any person other than an authorized representative of the Company.

5.03 Testing of Meters:

Meters will be tested in accordance with regulations of the Florida Public Service Commission.

5.04 Tampering with Meters:

Unauthorized connections to and tampering with the Company's meters or metering equipment, or indications or evidences thereof, shall subject the Customer to prosecution under the laws of the State of Florida, to adjustment of prior bills for services rendered and liability for payment of the adjusted amount, and to liability for reimbursement to the Company of all extra expenses incurred by the Company as a result thereof, and to discontinuance of service until such indebtedness has been paid.

5.05 Provisions for Energy Pulse Data:

The Company upon request will provide for energy and/or time pulses to be transmitted from the Company's metering equipment to energy management systems. The Customer shall reimburse the Company for any cost associated with the installation of equipment solely used to supply pulses to the Customer. The billing of demand and/or energy will be based upon the Company's meter readings and not upon the pulse data being supplied.



PART VI
CUSTOMER UTILIZATION EQUIPMENT

6.01 General Principles:

The facilities of the Company are designed and maintained to supply adequate service to all customers using normal appliances and equipment included in the load data furnished by the customers, and the Company specifies only such requirements in respect of utilization equipment as are necessary to safeguard both the Customer and the Company to the end that service may be rendered to all customers with a maximum of safety and with a minimum of interruption or disturbance. Since the appliances and equipment installed or used by one customer may ~~very vary~~ materially affect the adequacy and continuity of service to other customers, and because the misuse of such appliances or equipment might constitute a fire hazard or endanger life, the Customer shall consult the Company concerning the attachment of any special or heavy use appliances or equipment to the Customer's installation.

The Company has promulgated regulations covering the use and installation of the most common types of utilization equipment in the "Requirements for Electric Service and Meter Installations" contained in the Appendix.

6.02 Protecting Customer Installation:

The Customer's installation shall be adequately protected with approved type fuses or circuit breakers in accordance with the requirements of local ordinances pertaining thereto, or of authorities having jurisdiction thereover or, in the absence of such local ordinances or authorities, the requirements of the National Electrical Safety Code; and, in order to safeguard both the property of the Customer and that of the Company, the Customer shall not overload or overfuse any service or branch circuit thereof.

6.03 Limitations on Customer's Installation:

Customer utilization equipment should be selected and used with the view of obtaining the highest practicable power factor; and no appliance or device which, in the opinion of the Company, is not properly constructed, controlled or protected, or may adversely affect the Company's service to other customers, shall be connected to the Customer's installation.

- (1) Voltage Fluctuation: All utilization equipment attached to the Customer's installation shall be such that starting and operating characteristics will not cause an instantaneous voltage drop of more than four percent of the standard voltage or cause objectionable flicker in other customers' lighting.
- (2) Motor Regulation: All motors connected to the Customer's installation shall be equipped with satisfactory starting devices to prevent abnormal voltage fluctuations, and shall be provided with devices which will protect the motor installation against under-voltage, over-load, phase failure and short-circuit.
- (3) Power Factor Correction: Customers shall provide power factor correction apparatus satisfactory to the Company on all low power factor lighting equipment, air conditioning equipment, and electric welding equipment.

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6.04 Change in Customer's Installation:

Changes which in the opinion of the Company would adversely affect the normal operation of the Company's system or facilities shall not be made in the Customer's installation; and the Customer shall be liable for any damage resulting from a violation of this rule. Accordingly, the Customer shall give due notice to the Company of any proposed changes in the Customer's installation involving substantial increases or changes in the Customer's electrical requirements since failure to do so may affect the quality of the Customer's service as well as that of the other customers supplied from the same facilities.

6.05 Limiting Connected Load:

Where desirable or advisable, the Customer may arrange his wiring in such a manner that only a portion of the load may be served at one time. In such cases, the connected load to be used for the computation of charges shall be the largest load which can be served.

6.06 Accidental Grounds:

Company assumes no responsibility for accidental grounds upon the Customer's installation, but the Company will undertake, where practicable, to notify the Customer of such accidental grounds whenever the same are discovered by, or come to the attention of, the Company.



PART VII
GUARANTEE DEPOSITS

7.01 Deposit Requirement:

In order to guarantee payment for service rendered, the Customer shall provide the Company with a cash deposit or other acceptable guarantee such as a surety bond, letter of credit, or guarantee letter. For residential customers, the guarantor must be a customer of the Company with a satisfactory payment record. For non-residential customers, the guarantor needs not be a customer of the Company, but must be a bank, or insurance company, or other institution with proven financial capability to furnish such a guarantee. The total amount of the required deposit shall be equal to twice the Customer's average monthly bill (rounded to the nearest \$5.00), but no less than \$25.00. A deposit requirement may be waived for customers who have previously established a satisfactory payment record with the Company or meet the Company's requirements for the establishment of credit.

7.02 Refund of Deposit:

After a customer has had continuous service for a period of twenty-three (23) months and established a satisfactory payment record, the Company will refund a residential customer's deposit and at its option either refund or commence applying a higher rate of interest on a non-residential customer's deposit as provided for in Section 25-6.097(4) of the Florida Public Service Commission Rules. A customer is considered to have established a satisfactory payment record, if over the preceding twelve (12) months of service, the customer has not had a disconnection of service for non-payment of bill, made payment with a dishonored check, or had more than one (1) late payment notice. Any deposit, plus accrued interest, being held by the Company upon termination of service will be credited to the customer's final bill and any remaining balance refunded.

7.03 New or Additional Deposit:

The Company may require upon written notice of not less than thirty (30) days a new deposit, where previously waived or returned, or additional deposit in order to secure payment of current bills.

7.04 Interest on Deposit:

Interest will accrue on deposit amounts in existence for a continuous period of six (6) months or longer at the minimum rate provided for in Section 25-6.097(4) of the Florida Public Service Commission Rules. Accrued interest will be paid either as a credit on the Customer's June bill or as a payment upon refund of deposit, or upon final settlement of customer's account.



PART VIII
BILLING

8.01 Billing Period:

A bill for service will be rendered on a regular monthly cycle as scheduled by the Company. A normal billing month is an interval between scheduled meter reading dates and is approximately thirty (30) days.

8.02 Prorated Monthly Bills:

A normal monthly bill will be prorated (based on actual number of days vs. thirty (30)) if the meter reading date is advanced or postponed more than five (5) days from the scheduled read date.

All other types of bills (including initial, final, or reroute) will be prorated if they cover more or less than a regular monthly billing period (including the five-(5) day reading range).

8.03 Measurement and Evidence of Consumption:

Power and energy shall be measured for each point of delivery by one meter for each type of service rendered; and the Company's readings and records thereof shall be accepted and received, at all times and places as prima facie evidence of the quantity of electricity used by the Customer at the point of delivery.

- (1) **Conjunctive Billing:** The Company does not permit conjunctive billing. Each point of delivery to the same customer constitutes a separate service, and bills for two (2) or more points of delivery to the same customer shall be calculated separately for each point of delivery; however, where more than one (1) meter is used to measure the same type of service, although only one point of delivery is involved, each such meter shall be calculated and billed separately, as though it were a separate service, until such time as the Customer rearranges his facilities to take all of the same type of service through a single meter.
- (2) **Unread Meters:** When the Company is unable to read a meter due to circumstances beyond the control of the Company, such as inaccessibility of meters because of flood or stormy conditions, the Company may render a minimum or estimated bill.

8.04 Delinquent Bills:

Bills are due when rendered and become delinquent if not paid within twenty (20) days after the date of mailing or delivery. A late payment charge will be applied to accounts that have past due balances, in accordance with the Company's Rate Schedule SC-1. Non-receipt of bills by customer shall not release or diminish the obligation of the Customer with respect to payment thereof on time.

8.05 Vacating or Change of Occupancy:

When a customer vacates a premise served by the Company, or when a change of occupancy therein takes place, the outgoing customer shall notify the nearest office of the Company not less than three (3) days prior to the date of vacating or change, as the case may be; and the outgoing customer shall be held responsible for all electric service used on such premises until such notice is received and service is disconnected, or until application for service at said location has been made by a new customer and accepted by the Company, whichever first occurs.

8.06 Service Charges:

Service Charges shall be made for each establishment or re-establishment of service, and for each returned check, in accordance with the Company's Rate Schedule SC-1.

8.07 Adjustment of Bills:

Adjustment of bills shall be made in accordance with regulations of the Florida Public Service Commission.

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PART VIII
BILLING
(Continued)**8.08 Net Metering for Customer-Owned Renewable Generation**

For customers with renewable generation equipment that have executed an interconnection agreement with the Company whose customer-owned renewable generation is eligible for net metering as defined by FPSC rule 25-6.065, monthly billing will be prepared in the following manner:

- (1) At no additional cost to the customer, metering equipment will be installed by the Company capable of measuring the difference between the electricity supplied to the customer from the Company and the electricity generated by the customer and delivered to the Company's electric grid.
- (2) Meter readings will be taken monthly on the same cycle as required under the otherwise applicable rate schedule in accordance with normal billing practices.
- (3) The Company will charge the customer for energy used by the customer in excess of the generation supplied by customer-owned renewable generation for the entire billing cycle in accordance with the otherwise applicable rate schedule.
- (4) During any billing cycle, excess customer-owned renewable generation delivered to the Company's electric grid will be credited to the customer's energy consumption for the next month's billing cycle.
- (5) Regardless of whether excess energy is delivered to the Company's electric grid, the customer will be required to pay the greater of
 - i. the minimum charge as stated in their otherwise applicable rate schedule, or
 - ii. the applicable monthly customer charge plus the applicable demand charge for the monthly maximum 30-minute demand measured on the company's usage meter during the billing period in accordance with the otherwise applicable rate schedule
- (6) For customers whose otherwise applicable rate schedule is a time of use (TOU) rate, the generation supplied by customer-owned renewable generation to the Company will be measured by the distinct TOU periods of that rate schedule and offset customer usage in the current month or subsequent periods using the distinct TOU periods of that rate schedule.
- (7) Energy credits produced pursuant to section 4 above will accumulate and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. After the end of each calendar year, the Company will credit the customer (on the February bill) for any unused energy credits at an average annual rate based on the COG-1, as-available energy tariff.
- (8) Excess energy consumption will be applied only to the service provided at the location of the renewable generation system and will not be applied to other locations or services at the same location that the customer may take from the Company.
- (9) When a customer leaves the Company's system, unused credits for excess kWh generated will be credited to the customer at an average annual rate based on the COG-1, as-available energy tariff.
- (10) The customer may, at their sole discretion, choose to take service under the Company's standby or supplemental service rate, if available. When a customer elects to take service under a standby or supplemental tariff, any excess consumption credited from prior periods in accordance with provision number 4 above, will be considered supplemental energy for billing purposes.

**PART IX
LIMITATIONS OF SERVICE**

9.01 Confinement of Customer's Use:

Electric service furnished to a customer shall be rendered directly to the Customer through the Company's individual meter and shall be solely for the Customer's own use.

9.02 Resales Prohibited:

In accordance with the laws of the State of Florida, the Company shall not be required to sell electricity to any customer for resale; and, except in the case of municipalities and rural electric cooperatives, no customer shall be permitted to resell any electric energy purchased from the Company.

9.03 Sub-Metering:

Where individual metering is not required under Section 25-6.049(9) of the Rules of the Florida Public Service Commission and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering, may be used by the customer solely for the purpose of allocating the cost of the electricity billed by the Company. Any fees or charges collected by a customer for electricity billed to the customer's account by the Company, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the customer for no more than the customer's actual cost of the electricity billed by the Company.

9.04 Crossing Public Ways Prohibited – Exception:

No customer shall extend electric lines or facilities across or under a street or other public way in order to make electric energy available through one meter to a structure or facility on an adjacent track of land, except under the following conditions:

- (1) said structure or facility on adjacent land is at all times operated and utilized by the same customer for the same business or enterprise;
- (2) electric service through such single meter is utilized solely by such customer;
- (3) such single-meter electric service is otherwise permissible under applicable Company rules and regulations and applicable rate schedule;
- (4) customer obtains written approval from the Company on plans, and any extension or revision thereof, for such single-meter service arrangement; and
- (5) customer obtains and keeps currently effective any and all required permits from required public authorities for crossing of public ways with customer's electric facilities.

9.05 Attachments to Poles Prohibited:

Customers and others are forbidden to use the Company's poles or other facilities for the purpose of fastening or supporting wires, signs, or things of any nature, or to locate any such things in such proximity to the Company's facilities as to cause, or to be likely to cause, interference with the Company's operations or a dangerous condition. The Company shall have the right to remove any unauthorized attachments without notice and without liability for damages arising from such removal.

PART X**DISCONTINUANCE AND WITHHOLDING OF SERVICE****10.01 Grounds for Discontinuance or Withholding of Service:**

The Company may refuse or discontinue service to a customer under any of the conditions provided for under Section 25-6.105 of the Rules of the Florida Public Service Commission.

10.02 Notice of Discontinuance:

The Company will give the Customer as much written notice of discontinuance of service as may be reasonably practical.

10.03 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 once every twelve (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 Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for service provided by the Company and for which payment is past due, or to make other arrangements for meeting the medically essential needs.

No later than 12 noon one (1) day prior to the scheduled disconnection of service of a Medically Essential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other adult resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4:00 p.m. of the day prior to scheduled disconnection. If contact is not made, however, the Company may leave written notification at the residence advising the Medically Essential Service Customer of the scheduled disconnect date; thereafter, the Company may disconnect service on the specified date. The Company will grant special consideration to a Medically Essential Service Customer in the application of Rule 25-6.097(3) of the Florida Administrative Code.

In the event that a customer is certified as a Medically Essential Service Customer, the customer shall remain solely responsible for any backup equipment and/or power supply and a planned course of action in the event of a power outage. The Company does not assume, and expressly disclaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service; to insure continuous service; to call, contact, or otherwise advise of service interruptions; or, except as expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operations of the Company.

10.04 Liability for Discontinuance:

Whenever the Company shall have the right to discontinue service to a customer, such right may be exercised without any liability for loss, damage, or injury resulting directly or indirectly from lack of electric service; and the Company shall be under no obligation or duty to ascertain whether such discontinuance would be likely to result in any such loss, damage, or injury.

10.05 Reconnection:

Service may be reconnected after those conditions which caused service to be discontinued have been corrected. A service charge may be applicable as provided for under Rate Schedule SC-1.

10.06 Customer's Deposit:

Where valid conditions exist, service may be discontinued whether or not the amount of the Customer's deposit is sufficient to cover the Customer's bill; and, where said deposit has been applied toward the settlement of such bill, service will not be reconnected until a satisfactory deposit is restored.

PART XI
UNDERGROUND RESIDENTIAL DISTRIBUTION POLICY

11.01 Definitions:

The following words and terms used under this policy shall have the meaning indicated:

- | | |
|----------------------------------|---|
| (1) Applicant: | Any person, partnership, association, corporation, or governmental agency controlling or responsible for the development of a new subdivision or dwelling unit and applying for the construction of underground electric facilities. |
| (2) Building: | Any structure, within subdivision, designed for residential occupancy and containing less than five (5) individual dwelling units. |
| (3) Commission: | Florida Public Service Commission. |
| (4) Company: | Progress Energy Florida, Inc. <u>Duke Energy Florida, Inc.</u> |
| (5) Direct Burial: | A type of construction involving the placing of conductors in the ground without the benefit of conduit or ducts. Other facilities, such as transformers, may be above ground. |
| (6) Distribution System: | Electric service facilities consisting of primary and secondary conductors, service laterals, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage. |
| (7) Feeder Main: | A three-phase primary installation which serves as a source for primary laterals and loops through suitable overcurrent devices. |
| (8) Mobile Home (Trailer): | A non-self propelled vehicle or conveyance, permanently equipped to travel upon the public highways, that is used either temporarily or permanently as a residence or living quarters. |
| (9) Multiple-Occupancy Building: | A structure erected and framed of component structural parts and designed to contain five (5) or more individual dwelling units. |
| (10) Point of Delivery: | The point where the Company's wires or apparatus are connected to those of the Customer. |
| (11) Primary Lateral: | That part of the electric distribution system whose function is to conduct electricity at the primary level from the feeder main to the transformers serving the secondary street mains. It usually consists of a single-phase conductor or insulated cable, together with necessary accessory equipment for supporting, terminating and disconnecting from the primary mains by a fusible element. |
| (12) Service Lateral: | The underground service conductors between the street or rear property main, including any risers at a pole or other structure or from transformers, and the first point of connection to the service entrance conductors in a terminal or meter box on the exterior building wall. |
| (13) Subdivision: | The tract of land which is divided into five (5) or more building lots or upon which five (5) or more separate dwelling units are to be located, or the land on which is to be constructed new multiple-occupancy buildings. |
| (14) Townhouse: | A one(1)-family dwelling unit of a group of three (3) or more such units separated only by firewalls. Each townhouse unit shall be constructed upon a separate lot and serviced with separate utilities and shall otherwise be independent of one another. |

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11.02 GENERAL:**(1) Application:**

Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these Rules and Regulations for:

- a) Residential Subdivision and Developments (Part 11.03)
- b) New Service Laterals from Overhead Systems (Part 11.04)
- c) Replacement of Existing Overhead Service (Part 11.05)
- d) Multiple-Occupancy Residential Buildings (Part 11.06)

(2) Early Notification and Coordination:

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. Close coordination is necessary throughout the planning and construction stages by the Company, the architect, the builder, the subcontractors, and the consulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various sub-grade installations of the several utilities.

(3) Changes to Plans:

The Applicant shall pay for any additional costs incurred by the Company due to changes made by the Applicant in the subdivision or development layout or grade as originally agreed upon between the Applicant and Company.

(4) Underground Installation Not Covered:

Where the Applicant requests underground electric facilities for residential subdivisions not falling within the dwelling units per acre density limitation as specified in Part 11.03(2)(a) or for residential developments of less than five (5) building lots and where overhead facilities would otherwise be provided, the Applicant shall pay the Company the estimated differential cost between the underground facilities and the suitable overhead facilities as determined by using the Company's current standard estimating data.

(5) Type of System Provided:

The costs quoted in these Rules are for underground residential distribution facilities of standard Company design with direct-buried cable and above-grade appurtenances. Unless otherwise stated, service provided will be 120/240-volt single phase. If other types of facilities are requested by the Applicant or required by governmental authority, the Applicant will pay the additional costs, if any.

(6) Ownership:

The Company will install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant, under the provisions of these Rules will not convey to the Applicant any rights of ownership.

(7) Rights of Way and Easements:

- (a) General Requirements: The Company shall construct, own, operate, and maintain distribution lines within the Applicant's subdivision only along easements, public streets, roads and highways which the Company has the legal right to occupy, and on public lands and private property across which rights of way and easements satisfactory to the Company may be obtained without cost or condemnation to the Company.
- (b) Scheduling, Clearing, and Grading: Rights of way and easements suitable to the Company must be furnished by the Applicant in a reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstructions, staked to show property lines and final grade, and must be graded to within six (6) inches of final grade by the Applicant before the Company will commence construction, all at no charge to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer locations.

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(7) Rights of Way and Easements (Continued):

- (c) Public Rights of Way: Where underground distribution facilities are located in dedicated road or street right-of-way, no easement is required.
- (d) Recorded Public Easements: Where underground distribution facilities are located on private property, wholly within an area covered by a recorded subdivision utility easement, namely a reservation, and recorded plat of an easement for public utility purposes, no other easement is required.
- (e) Service Laterals: Where underground service conductors are located on private property and portions not covered by recorded subdivision utility easement are wholly within the private property they service no easement is required.
- (f) Other Locations: Where underground distribution facilities are located on private property other than as described in Part 11.02(7)(a) or 11.02(7)(e), easements are required and shall be prepared as outlined in instructions prepared by the Real Estate Department.
- (g) Blanket Easements: Where underground primary and secondary distribution facilities for service to a mobile home park or a multiple occupancy project are located on a tract of land having one ownership and the easement area cannot be described without a detailed survey, a blanket easement covering the entire premises may be utilized at the discretion of the Division Engineer.

(8) Damage to Company's Equipment:

The Applicant shall be responsible to ensure that the Company's distribution system, once installed, is not damaged, destroyed, or otherwise disturbed during the construction of the project. This responsibility shall extend not only to those in his ~~empty~~ employ, but also to his subcontractors, and he shall be responsible for the full cost of repairing such damage.

(9) Charges:

The Company shall not be obligated to install any facilities within a subdivision until satisfactory arrangements for the payment of applicable charges, if any, have been completed.

11.03 UNDERGROUND DISTRIBUTION FACILITIES FOR RESIDENTIAL SUBDIVISIONS AND DEVELOPMENTS.**(1) Availability:**

When requested by the Applicant, the Company will provide underground electric distribution facilities in accordance with its standard practices in:

- (a) recognized residential subdivisions of five or more building lots;
- (b) tracts of land upon which five or more separate dwelling units are to be located;
- (c) tracts of land upon which new multiple-occupancy buildings are to be constructed.

For building containing five or more dwelling units, see Part 11.06 of these Rules.

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(2) Contribution by Applicant:

(a) Schedule of Charges:

Company standard design underground residential distribution 120/240 volt single-phase service (see also Part 11.03(7)):

To subdivisions with a density of 1.0 or more but less than six (6) dwelling units per acre\$791.00 per dwelling unit

To subdivisions with a density of six (6) or more dwelling units per acre\$524.00 per dwelling unit

To subdivisions with a density of six (6) or more dwelling units per acre taking service at ganged meter pedestals.....\$241.00 per dwelling unit

To multi-occupancy buildingsSee Part 11.06(2)

(b) The above costs are based upon arrangements that will permit serving the local underground distribution system within the subdivision from overhead feeder mains. If feeder mains within the subdivision are deemed necessary by the Company to provide and/or maintain adequate service and are required by the Applicant or a governmental agency to be installed underground, the Applicant shall pay the Company the average differential cost between such underground feeder mains within the subdivision and equivalent overhead feeder mains as follows:

Three-phase primary main or feeder charge per trench-foot within subdivision:

(U.G. - Underground, O.H. - Overhead)

#1/0 AWG U.G. vs. #1/0 AWG O.H \$7.40 per foot

500 MCM U.G. vs. 336 MCM O.H \$11.22 per foot

1000 MCM U.G. vs. 795 MCM O.H \$14.08 per foot

The above costs are based on underground feeder construction using the direct burial method. If conduit is required, the following additional charge(s) will apply:

2 inch conduit.....\$1.38 per foot

4 inch conduit.....\$4.35 per foot

6 inch conduit.....\$6.28 per foot

Cable pulling – single phase\$1.38 per foot

Cable pulling – 3 phase small wire.....\$1.38 per foot

Cable pulling – 3 phase feeder\$2.07 per foot

The above costs do not require the use of pad-mounted switchgear(s), terminal pole(s), pull boxes or feeder splices. If such facilities are required, a differential cost for same will be determined by the Company on an individual basis and added to charges determined above.

(c) Credits (not to exceed the "average differential costs" stated above) will be allowed where, by mutual agreement, the Applicant provides trenching and backfilling for the use of the Company's facilities in lieu of a portion of the cash payment described above. These credits, based on the Company's design drawings, are:

Primary and/or Secondary Systems,
 for each Foot of Trench\$3.09

Service Laterals,
 for each Foot of Trench\$3.09

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(3) Point of Delivery:

The point of delivery shall be determined by the Company and will be on the front half of the side of the building that is nearest the point at which the underground secondary electric supply is available to the property. The Company will not install a service on the opposite side of the building where the underground secondary electric supply is available to the property. The point of delivery will only be allowed on the rear of the building by special exception. The Applicant shall pay the estimated full cost of service lateral length required in excess of that which would have been needed to reach the Company's designated point of service.

(4) Location of Meter and Socket:

The Applicant shall install a meter socket at the point designated by the Company in accordance with the Company's specifications. Every effort shall be made to locate the meter socket in unobstructed areas in order that the meter can be read without going through fences, etc.

(5) Development of Subdivisions:

The above charges are based on reasonably full use of the land being developed. Where the Company is required to construct underground electric facilities through a section or sections of the subdivision or development where service will not be required for at least two (2) years, the Company may require a deposit from the Applicant before construction is commenced. This deposit, to guarantee performance, will be based on the estimated total cost of such facilities rather than the differential cost. The amount of the deposit, without interest, in excess of any charges for underground service will be returned to the Applicant on a prorata basis at quarterly intervals on the basis of installations to new customers. Any portion of such deposit remaining unrefunded, after five (5) years from the date the Company is first ready to render service from the extension, will be retained by the company.

(6) Relocation or Removal of Existing Facilities:

If the Company is required to relocate or remove existing overhead and/or underground distribution facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant. These costs shall include costs of relocation or removal, the in-place value (less salvage) of the facilities so removed, and any additional costs due to existing landscaping, pavement or unusual conditions.

(7) Other Provisions:

If soil compaction is required by the Applicant at locations where Company trenching is done, an additional charge may be added to the charges set forth in this tariff. The charge will be estimated based on the Applicant's compaction specifications.

11.04 UNDERGROUND SERVICE LATERALS FROM OVERHEAD ELECTRIC DISTRIBUTION SYSTEMS.

(1) New Underground Service Laterals:

When requested by the Applicant, the Company will install underground service laterals from overhead systems to newly constructed residential buildings containing less than five (5) separate dwelling units.

(2) Contribution by Applicant:

- (a) The Applicant shall pay the Company the following average differential cost between an overhead service and an underground service lateral:

For Service Lateral up to 80 feet..... \$ 478.00
 For each foot over 80 feet up to 300 feet.....\$ 0.0 per foot

Service laterals in excess of 300 feet shall be based on a specific cost estimate.

- (b) Credits will be allowed where, by mutual agreement, the Applicant provides trenching and backfilling in accordance with the Company specifications and for the use of the Company facilities, in lieu of a portion of the cash payment described above. These credits, based on the Company's design drawings, are as follows:

For each Foot of Trench\$ 3.09

The provisions of Paragraphs 11.03(3) and 11.03(4) are also applicable.

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11.05 UNDERGROUND SERVICE LATERALS REPLACING EXISTING RESIDENTIAL OVERHEAD SERVICES:

Applicability:

When requested by the Applicant, the Company will install underground service laterals from existing overhead lines as replacements for existing overhead services to existing residential buildings containing less than five (5) separate dwelling units.

Rearrangement of Service Entrance:

The Applicant shall be responsible for any necessary rearranging of his existing electric service entrance facilities to accommodate the proposed underground service lateral in accordance with the Company's specifications.

Trenching:

The Applicant shall also provide, at no cost to the Company, a suitable trench and perform the backfilling and any landscaping, pavement, or other suitable repairs. If the Applicant requests the Company to supply the trench or remove any additional equipment other than the Service Lateral, the charge to the Applicant for this work shall be based on a specific cost estimate.

Contribution by Applicant:

The charge excluding trenching costs shall be as follows:

For Service Lateral.....\$ 570.00 per service

11.06 UNDERGROUND DISTRIBUTION FACILITIES TO MULTIPLE-OCCUPANCY RESIDENTIAL BUILDINGS:

(1) Availability:

Underground electric distribution facilities may be installed within the tract of land upon which multiple-occupancy residential buildings containing five (5) or more separate dwelling units will be constructed.

(2) Contribution by Applicant:

There will be no contribution from the Applicant so long as the Company is free to construct the extension in the most economical manner, and reasonably full use is made of the tract of land upon which the multiple-occupancy buildings will be constructed. Other conditions will require a contribution from the Applicant.

(3) Responsibility of Applicant:

- (a) Furnish details and specifications of the proposed building or complex of buildings. The Company will use these in the design of the electric distribution facilities required to render service.
- (b) Where the Company determines that transformers are to be located inside the building, the Applicant shall provide:
 - i. The vault or vaults necessary for the transformers and the associated equipment, including the ventilation equipment.
 - ii. The necessary raceways or conduit for the Company's supply cables from the vault or vaults to a suitable point five (5) feet outside the building in accordance with the Company's plans and specifications.
 - iii. Conduits underneath all buildings when required for the Company's supply cables. Such conduits shall extend five (5) feet beyond the edge of the buildings for joining to the Company's facilities.
 - iv. The service entrance conductors and raceways from the Applicant's service equipment to the designated point of delivery within the vault.

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(3) Responsibility of Applicant (Continued):

- (c) Where the Company determines that transformers are to be located outside the building, the Applicant shall provide:
- i. The transformer enclosure or space for pad-mounted equipment, if required.
 - ii. The service entrance conductors and raceway from the Applicant's service equipment to the point of delivery designated by the Company at or near the building.

(4) Responsibility of the Company:

- (a) The Company will:
- i. Provide the Applicant with the Company's plans to supply the proposed building or complex of buildings, and specifications for the facilities to be provided by the Applicant.
 - ii. Furnish and install the primary or secondary conductors from existing or proposed facilities adjoining the property to the point of delivery.
 - iii. Furnish and install the necessary transformers and associated equipment located either outside the building or in the vault(s) within the building.
 - iv. Be solely responsible for the installation, operation, and maintenance of all of its facilities.

(5) Service Voltage:

The Company will supply service at one of the several secondary voltages available as mutually agreed upon between the Applicant and the Company.

PART XII

CHARGES FOR CONVERSION OF EXISTING OVERHEAD TO UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES

12.01 DEFINITIONS:

The following words and terms used under this Part shall have the meaning indicated:

- (1) Applicant: The Applicant is the person or entity seeking the undergrounding of existing or newly planned electric distribution facilities by the Company. When a developer requests local government development approval, the local government shall not be deemed the Applicant for purposes of these rules.
- (2) Commission: Florida Public Service Commission.
- (3) Cost Estimate Fee: A fee charged an Applicant by the Company for the purpose of preparing a cost estimate of the amount required for the Company to construct or convert particular distribution facilities as underground.
- (4) Company: ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc.
- (5) Distribution Facilities: All electrical equipment of the Company required to deliver electricity to homes and businesses.
- (6) Facility Charge: That charge required to be paid by an Applicant for the Company to construct or convert particular distribution facilities as underground.
- (7) Overhead: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed above ground on supporting poles.
- (8) Underground: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed below ground or on the ground.

12.02 GENERAL:

- (1) Application:
Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these rules.
- (2) Applicant Request:
An Applicant shall submit a request in writing for the Company to develop a cost estimate to accomplish the undergrounding of particular electric facilities. The request shall be accompanied by an appropriate fee and shall specify the following information:
 - (a) the area(s) being sought to be undergrounded
 - (b) a list of all electric customers affected
 - (c) an estimated time frame for undergrounding to be accomplished
 - (d) details of any construction by the Applicant
 - (e) any other pertinent information which the Applicant possesses that may aid the Company in preparing an appropriate cost estimate

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12.03 INSTALLATIONS NOT COVERED:

The following types of electrical installations are not addressed in these rules:

- (A) Distribution lines, new or existing, in urban commercial area, urban residential area, rural residential area, or existing subdivisions will not be considered for undergrounding if sufficient permits or easements cannot be obtained. The request will not be considered unless all customers on both sides of the road or street who are served by the supply system to be undergrounded are included in the proposed conversion.
- (B) Distribution lines in new residential subdivisions. These installations are covered under "Rules of the Florida Public Service Commission", Chapter 25-6, Part V, "Rules for Residential Electric Underground Extensions", and the Company's "General Rules and Regulations Governing Electric Service", Part XI.
- (C) Individuals applying for undergrounding of service laterals from existing overhead lines. These applications will be covered by rules referenced in 12.03(b) above.
- (D) Electrical distribution circuits serving street or area lighting. Requests for undergrounding circuits of this category will be treated on an individual basis.

12.04 COST ESTIMATE FEES:

- (1) Non-Binding Cost Estimate Fee:

The Company will provide a non-binding cost estimate related to the request at no cost to the Applicant. Such estimate shall not have any guarantee as to its accuracy and shall not be binding upon the Company.

- (2) Binding Cost Estimate Fee

The following schedule of fees shall apply to the Applicant for engineering design time to establish a binding cost estimate by the Company for the request. Such fee shall be recognized as a credit in the Facility Charge determination if the Applicant enters into a construction contract within 180 days from date of receipt of the binding cost estimate. At the discretion of the Company, the time from submittal of the cost estimate to entering a contract may be extended beyond 180 days. A major scope change by the Applicant may require a new fee amount.

SCHEDULE OF BINDING COST ESTIMATE FEES

<u>Facility Classification</u>	<u>Fee</u>
Urban Commercial	\$4,234 per mile
Urban Residential	\$3,476 per mile
Rural Residential	\$2,549 per mile
Low Density Subdivision	\$ 15 per lot
High Density Subdivision	\$ 13 per lot

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12.05 CONSTRUCTION CONTRACT:**(1) GENERAL:**

Upon acceptance by the Applicant of the binding cost estimate, the Applicant shall execute a contract with the Company to perform the construction of the underground distribution facilities. The contract shall specify the type and character of system to be provided; establish the Facility Charge to be paid by Applicant prior to commencement of construction; specify details of construction to be performed by Applicant, if any; and address any other pertinent terms and conditions including those described in Part (4) below.

(2) FACILITY CHARGE:

Charge = Remaining net book value of existing overhead facilities to be removed;

- plus, removal cost of existing overhead facilities;
- minus, salvage value of existing overhead facilities;
- plus, estimated construction cost of underground facilities including underground service laterals to residential customers meters or point of delivery for general service customers;
- minus, estimated construction cost of overhead facilities including overhead service drops to customers' meters;
- minus, qualifying binding cost estimate fee.
- Plus, \$4,576 per mile, (or \$0.87 per foot) of the existing overhead facilities. This represents the net present value of the lifecycle operational costs differential including storm restoration.

3) CONSTRUCTION BY APPLICANT:

If agreed upon by both the Applicant and the Company, the Applicant may construct or install portions of the underground system as long as such work meets the Company's engineering and construction standards. The Company will own and maintain the completed distribution facilities upon accepting the system as operational. The type of system provided will be determined by the Company's standards.

Any facilities provided by the Applicant will be inspected by Company inspectors prior to acceptance. Any deficiencies discovered as a result of these inspections will be corrected by the Applicant at his sole expense, including the costs incurred by performing the inspections. Corrections must be made in a timely manner by the Applicant, otherwise the Company will undertake the correction and bill the Applicant for all costs of such correction. These costs shall be additional to the original binding estimate.

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(4) OTHER TERMS AND CONDITIONS

(a) Easements:

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Facilities Conversions Agreement, the Applicant shall provide the Company, at no cost to the Company, all easements utilizing Company approved language and forms, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by the Company to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversions Agreement entered into between the Applicant and the Company.

(b) Scheduling, Clearing, and Grading:

Rights-of-way and easements suitable to the Company must be furnished by the Applicant in a reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstruction; staked to show property lines and final grade; and graded to within six (6) inches of final grade by the Applicant before the Company commences construction; all at no cost to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer, pullbox, and switch locations.

(c) Restoration:

All removal and restoration of buildings, roads, driveways, sidewalks, patios, fences, ditches, landscaping, sprinkler systems, other utilities etc., shall be the full responsibility of the Applicant and shall cause no cost to the Company. Removal of all construction debris not belonging to the Company shall be the responsibility of the Applicant.

(d) Other Joint Users on the Company Poles:

Prior to construction, the Applicant must make arrangements with any other joint users of the Company's poles to remove their facilities at no cost to the Company. The Applicant shall produce, if requested by the Company, executed agreements with all joint users guaranteeing this requirement. During construction, the Company will undertake coordination efforts directly with the joint users where required for removal of their facilities.

(e) Affected Electric Customers:

Prior to construction, the Applicant must make arrangements with all affected Company customers to prepare their premises and service entrance in a timely manner for underground service. All customers affected by the undergrounding request must agree to accept underground service. These customers' conversions will be at no cost to the Company. During construction, the Company will undertake coordination efforts directly with affected customers for their transfer to underground service.

(f) Damage to the Company's Underground Facilities:

The Applicant shall be responsible to ensure the Company's distribution facilities are not damaged, destroyed, or otherwise disturbed during construction. This responsibility shall extend not only to those in his employ, but also to his subcontractors, and he shall be responsible for the full cost of repairing such damage.

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12.06 LOCAL GOVERNMENTAL UNDERGROUND COST RECOVERY

(1) Eligibility

Underground cost recovery in accordance with the provisions of this Section 12.06 is available at the option of those municipal and county governments (local governments) located within the Company's retail service area who have entered into a contract with the Company pursuant to Section 12.05 of this Part XII for the conversion of existing overhead distribution facilities to underground facilities.

(2) Annual Recovery Amount

(a) An eligible local government may receive an Annual Recovery Amount collected by the Company through a Governmental Undergrounding Fee added to the electric bills of the Company's customers located in an Underground Assessment Area within the boundaries of the local government. The local government's Annual Recovery Amount shall be calculated in accordance with the following formula:

$$\text{Annual Recovery Amount} = \frac{(FC + GC) \times I}{1 - \frac{1}{(1 + I)^n}}$$

Where:

FC = Facility Charge, as defined in Paragraph 12.05(2)(b) of this Part XII.

GC = Governmental Cost, which consists of the following costs incurred by the local government:

1. a surcharge based on the lesser of 10 percent of the Facility Charge or \$50,000, to reimburse the Company for a portion of its initial programming costs to implement the customer billing processes required by this Section 12.06;
2. reimbursement of the Company for its additional programming costs required to bill customers in the local government's specific Underground Assessment Area;
3. ancillary costs of the local government related to its undergrounding project, such as right-of-way acquisition, preparation and restoration costs, and financing costs; and
4. at the local government's option, (i) the total cost charged by electrical contractor(s) selected and hired by the local government to convert customer facilities (such as service entrances and meter bases) to receive underground service for all residential customers requiring such conversion, or (ii) a portion of the total cost charged by such electrical contractor(s) (based on a minimum average charge per customer determined by the local government), to convert customer facilities to receive underground service for all commercial/industrial customers requiring such conversion, or both (i) and (ii).

n = The Number of years over which the Facility Charge and Governmental Cost is to be recovered by the local government, which shall not exceed a maximum of 20 years.

I = The Interest rate on the bonds or other financial instruments utilized by the local government to finance the Facility Charge and Governmental Cost, adjusted for financing costs.

(b) In no event shall the Annual Recovery Amount exceed the amount that would have been recoverable over the most recent 12-month period for which actual customer billing data is available, using the maximum Governmental Undergrounding Fee permissible under Paragraph (3)(a) or (b) of this Section 12.06

(3) Underground Assessment Area

The local government shall establish the geographic boundaries of an Underground Assessment Area based on a determination, in its discretion, that the electric customers located within these boundaries benefit sufficiently from the underground conversion project in question to warrant the payment of a Governmental Undergrounding Fee to recover the costs of the conversion project. The Underground Assessment Area so established may consist of all or any contiguous portion of the area within the local government's corporate limits, and may overlap all or portions of other Underground Assessment Areas previously established by the local government.

(Continued on Next Page)

(4) Governmental Undergrounding Fee

- (a) The Company will bill a monthly Governmental Undergrounding Fee to electric customers located in the Underground Assessment Area established by the local government. The Governmental Undergrounding Fee shall be based on a uniform percentage of customers' total net charges for electric service calculated to produce the Annual Recovery Amount, net of regulatory assessment fees, if any. Except as provided in Paragraph 3(b) of this Section 12.05, the total Governmental Undergrounding Fee billed to a customer's account (irrespective of the number of Underground Assessment Areas in which the customer may be located) shall not exceed the lesser of (i) 15 percent of the customer's total net electric service charges, or (ii) a maximum monthly amount of \$30 for residential customers and \$50 for each 5,000 kilowatt-hour increment of consumption for commercial/industrial customers. The maximum monthly amount shall apply to each line of billing in the case of a customer receiving a single bill for multiple service points, and to each occupancy unit in the case of a master metered customer.
- (b) The application of a Governmental Undergrounding Fee based on a higher percentage or maximum monthly amount than specified in Paragraph 3(a) of this Section 12.05 shall require approval of the Florida Public Service Commission.
- (c) The Governmental Undergrounding Fee shall be recalculated for each 12-month period during its effectiveness following the initial annual period. The recalculation shall be based on the Company's most current projections for the upcoming period, and shall include a true-up adjustment based on the difference between projected and actual recovery for the prior 12-month period.

(5) Optional Utility Financing

At the option of the local government, the Company will provide financing for the Facility Charge and Governmental Cost of the undergrounding project, subject to any limitation on the funds made available for such purpose at the Company's discretion. Upon request, the Company will advise the local government at the time the binding cost estimate is presented pursuant to Paragraph 12.04(2) of this Part XII whether sufficient funds are available at that time to finance the cost of the undergrounding project. The interest rate applicable to such optional financing will be determined by the Company commensurate with normal risk considerations such as the credit worthiness of the local government, the total cost subject to financing, the expected duration of the undergrounding project, and any other identifiable risks associated with financing the project.

(6) Customer Notification

At least 30 days prior to the execution of an Underground Capital Cost Recovery Contract pursuant to Subsection (7) of this Section 12.05, the local government shall mail a notice to each electric customer located within the proposed Underground Assessment Area stating its intention to recover the cost of the underground conversion project in question through a Governmental Undergrounding Fee on the customer's electric bill. The notice shall include, at a minimum, (i) a description of the underground conversion project, (ii) an estimate of the Governmental Undergrounding Fee (as a percentage of total net electric charges) and the maximum monthly amount, (iii) the month in which billing of the Fee is expected to commence, (iv) the number of years over which the Fee is to be imposed, and (v) a postage-prepaid form on which the customer may submit comments to the local government.

(7) Underground Cost Recovery Contract

The local government shall enter into a contract with the Company, the form of which has been approved by the Florida Public Service Commission or its staff, establishing the specific terms and conditions for underground capital cost recovery consistent with the provisions of this Section 12.06.

REQUIREMENTS FOR ELECTRIC SERVICE AND METER INSTALLATIONS

APPENDIX TO GENERAL RULES AND REGULATIONS GOVERNING ELECTRIC SERVICE

(This Appendix is printed as a separate booklet and is available upon request at any [Progress Energy Duke Energy Florida, Inc.](#) office.)





COMMUNITIES PROVIDED WITH RETAIL ELECTRIC SERVICE

	<u>Name of Municipality/Town</u>	<u>County</u>	<u>Region</u>
x	Alachua	Alachua	North Central North Coastal
	Alligator Point	Franklin	Coastal
x	Altamonte Springs	Seminole	North Central
	Alton*	Lafayette	Coastal
	Altoona*	Lake	North Central
	Alturas*	Polk	South Central
	Anclote*	Pinellas	Coastal
	Anthony*	Marion	North Central
x	Apalachicola	Franklin	Coastal North Coastal
	Apopka	Orange	South Central
x	Archer	Alachua	North Central North Coastal
	Arran*	Wakulla	Coastal
	Astor*	Volusia	North Central
x	Avon Park	Highlands	South Central
	Avon Park Lakes*	Highlands	South Central
	Azalea Park*	Orange	South Central
	Babson Park*	Polk	South Central
	Baileys Bluff*	Pasco	Coastal
	Barberville*	Volusia	North Central
	Baskins*	Pinellas	Coastal
	Baseball City	Polk	South Central
	Barnum City*	Polk	South Central
X	Bartow	Polk	South Central
	Bay Hill*	Orange	South Central
	Bay Lake*	Orange	South Central
	Bay Pines*	Pinellas	Coastal
	Baywood Village*	Pinellas	Coastal
	Beacon Hill Beach*	Gulf	Coastal
	Bear Lake*	Seminole	North Central
	Belleair	Pinellas	Coastal South Coastal
x	Belleair Beach	Pinellas	Coastal South Coastal
x	Belleair Bluffs	Pinellas	Coastal South Coastal
	Belleair Shore	Pinellas	Coastal South Coastal
x	Bellevue	Marion	North Central North Coastal
	Belle Isle	Orange	South Central
	Benson Junction*	Volusia	North Central
	Beverly Hills*	Citrus	Coastal
	Bevilles Corner*	Sumter	North Central
	Bithlo*	Orange	South Central
	Beardman*	Marion	North Central
x	Bowling Green	Hardee	South Central
	Boyd*	Taylor	Coastal
x	Branford	Suwannee	Coastal North Coastal
x	Bronson	Levy	Coastal North Coastal
x	Brooksville	Hernando	Coastal North Coastal
	Buena Vista*	Orange	South Central

x Franchised

* Unincorporated

Note: All or parts of unincorporated areas of all Counties listed are served.

COMMUNITIES PROVIDED WITH RETAIL ELECTRIC SERVICE (CONTINUED)

	<u>Name of Municipality/Town</u>	<u>County</u>	<u>Region</u>
	Bushnell	Sumter	North Central Coastal
	Cape San Blas*	Gulf	Coastal
	Gapps*	Jefferson	Coastal
x	Carrabelle	Franklin	CoastalNorth Coastal
	Carrabelle Beach*	Franklin	Coastal
	Gandler*	Marion	North Central
	Carpenters Run*	Pasco	Coastal
	Cassadaga*	Volusia	North Central
x	Casselberry	Seminole	North Central
	Celebration*	Osceola	South Central
	Celebration Community Development District	Osceola	North Central
x	Center Hill	Sumter	North CentralNorth Coastal
	Champions Gate*	Osceola/Polk	South Central
x	Chief Land	Levy	CoastalNorth Coastal
	Christmas*	Orange	South Central
	Citra*	Marion	North Central
	Citrus Springs*	Citrus	Coastal
	Clarcena*	Orange	South Central
x	Clearwater	Pinellas	CoastalSouth Coastal
x	Clermont	Lake	South Central
x	Coleman	Sumter	North CentralNorth Coastal
	Conway*	Orange	South Central
	Country Close*	Pasco	Coastal
	Country Club of Sebring*	Highlands	South Central
	Crawfordville*	Wakulla	Coastal
x	Cross City	Dixie	CoastalNorth Coastal
	Crown Point*	Orange	South Central
	Crystal Beach*	Pinellas	Coastal
x	Crystal River	Citrus	CoastalNorth Coastal
	Gurlew City*	Pinellas	Coastal
	Gypress Cove*	Pasco	Coastal
x	Davenport	Polk	South Central
	DeBary	Volusia	North-Central
	Deer Park*	Osceola	South Central
	Deerfield*	Orange	South Central
	Del Webb's Spruce Creek	Marion	North Central
x	DeLand	Volusia	North Central
	DeLeon Springs*	Volusia	North Central
	Deltona	Volusia	North Central
	DeSoto City*	Highlands	South Central
	DeSoto City Rural*	Highlands	South Central
	Dr. Phillips*	Orange	South Central
	Dog Island*	Franklin	Coastal
	Dona Vista*	Lake	North Central

x Franchised

* ~~Unincorporated~~

Note: All or parts of unincorporated areas of all Counties listed are served.

COMMUNITIES PROVIDED WITH RETAIL ELECTRIC SERVICE (CONTINUED)

	<u>Name of Municipality/Town</u>	<u>County</u>	<u>Region</u>
	Driften*	Jefferson	Coastal
x	Dundee	Polk	South Central
x	Dunedin	Pinellas	Coastal South Coastal
x	Dunnellon	Marion	North Central North Coastal
	Eagles Nest*	Lake	North Central
	East Lake*	Pinellas	Coastal
	East Lake Weir*	Marion	North Central
	East Point*	Franklin	Coastal
x	Eatonville	Orange	South Central
	Edgewood	Orange	South Central
	Enterprise Community Development District	Osceola	North Central
	Egmont Key*	Hillsborough	Coastal
	Eleven Mile*	Franklin	Coastal
	Elfers*	Pasco	Coastal
	Enterprise*	Volusia	North Central
x	Eustis	Lake	North Central South Central
	Evinston*	Alachua	North Central
	Fairvilla*	Orange	South Central
	Fanlew*	Jefferson	Coastal
x	Fanning Springs	Gilchrist-Levy	Coastal North Coastal
	Feather Sound*	Pinellas	Coastal
	Fenholloway*	Taylor	Coastal
	Fern Park*	Seminole	North Central
	Fisherman's Paradise*	Orange	South Central
	Flemington*	Marion	North Central
	Floral City*	Citrus	Coastal
	Foley*	Taylor	Coastal
	Forest City*	Seminole	North Central
	Forest Hills*	Pasco	Coastal
	Fort DeSoto Park*	Pinellas	Coastal
	Fort Meade	Polk	South Central
x	Fort White	Columbia	Coastal North Coastal
x	Frostproof	Polk	South Central
	Fruitland Park	Lake	North Central South Central
	Garden Grove*	Hernando	Coastal
	Germantown*	Marion	North Central
	Glenwood*	Volusia	North Central
	Goldenrod*	Orange	South Central
	Gulf Hammock*	Highlands	South Central

x Franchised

* ~~Unincorporated~~

Note: All or parts of unincorporated areas of all Counties listed are served.

RESERVED FOR FUTURE USE

COMMUNITIES PROVIDED WITH RETAIL ELECTRIC SERVICE (CONTINUED)

	<u>Name of Town</u>	<u>County</u>	<u>Region</u>
	Getha*	Orange	South Central
	Grand Island*	Lake	North Central
	Greenbriar*	Pinellas	Coastal
x	Groveland	Lake	North Central South Central
x	Gulfport	Pinellas	Coastal South Coastal
	Hague*	Alachua	North Central
x	Haines City	Polk	South Central
	Hampton Springs*	Taylor	Coastal
	Hanson*	Madison	Coastal
	Hawthorne*	Lake	North-South Central
	Heathrow*	Seminole	North Central
	Hon-Scratch*	Highlands	South Central
	Hernando*	Citrus	Coastal
	Highland Lakes*	Pinellas	Coastal
x	Highland Park	Polk	South Central
	Highland View*	Gulf	Coastal
	High Point*	Pinellas	Coastal
x	High Springs	Alachua	North Central North Coastal
	Hildreth*	Suwannee	Coastal
x	Hillcrest Heights	Polk	South Central
	Holder*	Citrus	Coastal
	Holiday*	Pasco	Coastal
	Holiday Lakes Estates*	Pasco	Coastal
	Holopaw*	Osceola	South Central
	Homosassa*	Citrus	Coastal
	Homosassa Springs*	Citrus	Coastal
	Hopewell*	Madison	Coastal
	Horizon West*	Orange	South Central
x	Howey-in-the-Hills	Lake	North Central South Central
	Hunter Creek*	Orange	South Central
	Indian Bluff Island*	Pinellas	Coastal
x	Indian Rocks Beach	Pinellas	Coastal South Coastal
x	Indian Shores	Pinellas	Coastal South Coastal
x	Inglis	Levy	Coastal North Coastal
	Innisbrook*	Pinellas	Coastal
	Intercession City*	Osceola	South Central
	International Drive*	Orange	South Central
x	Inverness	Citrus	Coastal North Coastal
	Irvine*	Marion	North Central
	Island Grove*	Alachua	Alachua

x — Franchised

* — Unincorporated

RESERVED FOR FUTURE USE

COMMUNITIES PROVIDED WITH RETAIL ELECTRIC SERVICE (CONTINUED)

	<u>Name of Town</u>	<u>County</u>	<u>Region</u>
	Jamestown*	Seminole	North Central
x	Jasper	Hamilton	CoastalNorth Coastal
x	Jennings	Hamilton	CoastalNorth Coastal
	Jonesville*	Gulf	Coastal
	Kendrick*	Marion	North Central
x	Kenneth City	Pinellas	CoastalSouth Coastal
	Kennoyville*	Gulf	Coastal
	Killarney*	Orange	South Central
	Kissimmee Farms*	Orange	South Central
	Lacoochee*	Pasco	Coastal
x	LaCrosse	Alachua	North CentralNorth Coastal
x	Lady Lake	Lake	North CentralSouth Central
	Lake Buena Vista	Orange	North CentralSouth Central
	Lagoon Beach*	Gulf	Coastal
x	Lake Hamilton	Polk	South Central
x	Lake Helen	Volusia	North Central
	Lake Jim*	Lake	North Central
	Lake Lindsey*	Hernando	Coastal
x	Lake Mary	Seminole	North Central
	Lake Nona*	Orange	South Central
	Lake Padgett Estates*	Pasco	Coastal
x	Lake Placid	Highlands	South Central
	Lake Placid Rural*	Highlands	South Central
	Lake St. George*	Pinellas	Coastal
	Lake Unity*	Lake	North Central
x	Lake Wales	Polk	South Central
	Lake Weir*	Marion	North Central
	Lamont*	Jefferson	Coastal
	Land O'Lakes*	Pasco	Coastal
	Lanark Village*	Franklin	Coastal
x	Largo	Pinellas	CoastalSouth Coastal
	Lealman*	Pinellas	Coastal
	Lecanto*	Citrus	Coastal
x	Lee	Madison	CoastalNorth Coastal
x	Leesburg	Lake	North CentralSouth Central
	Lisbon*	Lake	North Central
	Lloyd*	Jefferson	Coastal
	Lockhart*	Orange	South Central
x	Longwood	Seminole	North Central
	Loughman*	Polk	South Central
	Lowell*	Marion	North Central
	Lutz*	Pasco	Coastal

x—Franchised

*—Unincorporated

RESERVED FOR FUTURE USE

COMMUNITIES PROVIDED WITH RETAIL ELECTRIC SERVICE (CONTINUED)

	<u>Name of Town</u>	<u>County</u>	<u>Region</u>
x	Madeira Beach	Pinellas	Coastal South Coastal
x	Madison	Madison	Coastal North Coastal
x	Maitland	Orange	South Central
	Martin*	Marion	North Central
	Mascaryktown*	Hernando/Pasco	Coastal
x	Mascotte	Lake	South Central
x	Mayo	Lafayette	Coastal North Coastal
x	McIntosh	Marion	North Central North Coastal
	Meadow Woods*	Orange	South Central
	Medart*	Wakulla	Coastal
x	Mexico Beach	Bay	North Central North Coastal
x	Micanopy	Alachua	North Central North Coastal
x	Minneola	Lake	South Central
	Money Bayou*	Gulf	Coastal
x	Monticello	Jefferson	Coastal North Coastal
x	Montverde	Lake	North Central South Central
	Mose Bluff*	Marion	North Central
	Morrison*	Levy	Coastal
x	Mount Dora	Lake	North Central South Central
	Mountain Lake*	Polk	South Central
	Mt. Plymouth*	Lake	North Central
	Newberry	Alachua	North Central
	Newport*	Wakulla	Coastal
x	New Port Richey	Pasco	Coastal South Coastal
x	North Redington Beach	Pinellas	Coastal South Coastal
	Oak Grove*	Gulf	Coastal
x	Oakland	Orange	South Central
	Ocala	Marion	South Central North Coastal
x	Ocoee	Orange	South Central
	Odessa*	Pasco	Coastal
	Okahumpka*	Lake	North Central
	Ocklawaha*	Marion	North Central
	Old Town*	Dixie	Coastal
x	Oldsmar	Pinellas	Coastal South Coastal
	Orange Blossom Gardens*	Lake	North Central
	Orange Blossom Hills*	Marion	North Central
x	Orange City	Volusia	North Central
	Orange Lake*	Marion	North Central
x	Orlando	Orange	South Central
	Orlando Central Park*	Orange	South Central
	Orlo Vista*	Orange	South Central
x	Oviedo	Seminole	North Central
	Owensboro*	Pasco	Coastal
	Oxford*	Sumter	North Central
	Ozona*	Pinellas	Coastal

x — Franchised

* — Unincorporated

RESERVED FOR FUTURE USE

COMMUNITIES PROVIDED WITH RETAIL ELECTRIC SERVICE (CONTINUED)

	<u>Name of Town</u>	<u>County</u>	<u>Region</u>
	Palm Harbor*	Pinellas	Coastal
	Panacea*	Wakulla	Coastal
	Paradise Lakes*	Pasco	Coastal
	Paynes Prairie*	Alachua	North Central
	Pembroke*	Polk	South Central
x	Perry	Taylor	Coastal North Coastal
x	Pierson	Volusia	North Central
	Pine Castle*	Orange	South Central
	Pine Hills*	Orange	South Central
	Pine Ridge*	Citrus	Coastal
x	Pinellas Park	Pinellas	Coastal South Coastal
	Pinetta*	Madison	Coastal
	Plymouth*	Orange	South Central
	Polkiana*	Osceola-Polk	South Central
x	Port Richey	Pasco	Coastal South Coastal
x	Port St. Joe	Gulf	Coastal North Coastal
	Rainbow Springs*	Marion	North Central
	Raleigh*	Levy	Coastal
x	Reddick	Marion	North Central North Coastal
x	Redington Beach	Pinellas	Coastal South Coastal
x	Redington Shores	Pinellas	Coastal South Coastal
	Red Level*	Citrus	Coastal
	Regency Industrial Park*	Orange	South Central
	Rio Pinar*	Orange	South Central
	River Greens*	Highlands	South Central
	Rock Springs*	Orange	South Central
	Saddlebag Lakes*	Polk	South Central
	St. Cloud Rural*	Osceola	South Central
	St. George Island*	Franklin	Coastal
	St. James*	Franklin	Coastal
	St. Joe Beach*	Gulf	Coastal
x	St. Marks	Wakulla	Coastal North Coastal
x	St. Petersburg	Pinellas	Coastal South Coastal
x	St. Pete Beach	Pinellas	Coastal South Coastal
	St. Teresa*	Franklin	Coastal
x	Safety Harbor	Pinellas	Coastal South Coastal
x	Sanford	Seminole	North Central
	Santos*	Marion	North Central
	Seven Springs*	Pasco	Coastal
x	Sebring	Highlands	South Central
	Sebring Air Terminal*	Highlands	South Central
	Sebring Country Estates*	Highlands	South Central

x — Franchised
 * — Unincorporated

RESERVED FOR FUTURE USE

COMMUNITIES PROVIDED WITH RETAIL ELECTRIC SERVICE (CONTINUED)

	<u>Name of Town</u>	<u>County</u>	<u>Region</u>
x	Seminole	Pinellas	Coastal/South Coastal
	Seville*	Volusia	North Central
	Shamrock*	Dixie	Coastal
	Silver Springs Shores*	Marion	North Central
	Simmons Bayou*	Gulf	Coastal
	Slavia*	Seminole	North Central
x	Sopchoppy	Wakulla	Coastal/North Coastal
	Sorrento*	Lake	North Central
	South Lake Wales*	Polk	South Central
x	South Pasadena	Pinellas	Coastal/South Coastal
	Southchase*	Orange	South Central
	Sparr*	Marion	North Central
	Spring Hill*	Hernando	Coastal
	Spring Lake*	Highlands	South Central
	Starks Ferry*	Marion	North Central
	Stonecrest*	Marion	North Central
	Sugarmill Woods*	Citrus	Coastal
	Summerfield*	Marion	North Central
	Sun Ray*	Polk	South Central
	Sunset Harbor*	Marion	North Central
	Sun 'N Lake Estates*	Highlands	South Central
	Sweetwater Oaks*	Seminole/Orange	North/South Central
	Taft*	Orange	South Central
	Tangerine*	Orange	South Central
x	Tarpon Springs	Pinellas	Coastal/South Coastal
x	Tavares	Lake	North Central/South Central
	Thirteen Mile*	Franklin	Coastal
	Thomas City*	Jefferson	Coastal
	Tierra Verde*	Pinellas	Coastal
	Tildenville*	Orange	South Central
	Timberlane*	Polk	South Central
	Top of the World*	Pinellas	Coastal
	Top of the World/North Florida*	Marion	North Central
x	Treasure Island	Pinellas	Coastal/South Coastal
x	Trenton	Gilchrist	Coastal/North Coastal
	Trilacoochee*	Pasco	Coastal
	Trilby*	Pasco	Coastal
	Turtle Lakes*	Pasco	Coastal
	Twin Lakes*	Pasco	Coastal
	Two Mile*	Franklin	Coastal
x	Umatilla	Lake	North Central/South Central
	Union Park*	Orange	South Central

x — Franchised
 * — Unincorporated

RESERVED FOR FUTURE USE

COMMUNITIES PROVIDED WITH RETAIL ELECTRIC SERVICE (CONTINUED)

	<u>Name of Town</u>	<u>County</u>	<u>Region</u>
	Veterans Village*	Pasco	Coastal
	Village on the Pond*	Pasco	Coastal
	Villages *	Lake/Marion/Sumter	North Central
	Vineland*	Orange	South Central
	Wacissa*	Jefferson	Coastal
	Wakulla Springs*	Wakulla	Coastal
	Wall Springs*	Pinellas	Coastal FL
	Waukeonah*	Jefferson	Coastal
	Wauchula	HardyHardee	South Central
	Waverly*	Polk	South Central
x	Webster	Sumter	North CentralNorth Coastal
	Weirsdale*	Marion	North Central
	Wekiva*	Seminole	North Central
	West Anthony*	Marion	North Central
	West Frostproof*	Polk	South Central
	West Lake Village*	Pinellas	Coastal FL
	West Lake Wales*	Polk	South Central
	West Scenic Park*	Polk	South Central
x	White Springs	Hamilton	CoastalNorth Coastal
	Wilcox*	Gilchrist	Coastal
x	Wildwood	Sumter	North CentralNorth Coastal
	Williamsburg*	Orange	South Central
	Williston	Levy	Coastal
	Willow Bend*	Pasco	Coastal
	Wilson Haven*	Pasco	Coastal
x	Windermere	Orange	South Central
x	Winter Garden	Orange	South Central
	Winter Haven	Polk	South Central
*	Winter Park	Orange	South Central
x	Winter Springs	Seminole	North Central
	Wisper Run*	Pasco	Coastal
	Yalaha*	Lake	North Central
	Zellwood*	Orange	South Central
x	Zephyrhills	Pasco	CoastalSouth Coastal
x	Zolfo Springs	Hardee	South Central
	Zuber*	Marion	North Central
	Unincorporated	Brevard	North Central
	Unincorporated	Flagler	North CoastalCentral
	Unincorporated	Gadsden	North Coastal
	Unincorporated	Hillsborough	South Coastal
	Unincorporated	Leon	North Coastal
	Unincorporated	Liberty	North Coastal

x — Franchised
 * — Unincorporated



INDEX OF RATE SCHEDULES

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CS-3	Curtailable General Service Fixed Curtailable Demand	6.2390
CST-1	Curtailable General Service (Optional Time of Use) (Closed to New Customers as of 04/16/96)	6.240
CST-2	Curtailable General Service (Optional Time of Use)	6.245
CST-3	Curtailable General Service (Optional Time of Use) Fixed Curtailable Demand	6.2490
IS-1	Interruptible General Service (Closed to New Customers as of 04/16/96)	6.250
IS-2	Interruptible General Service	6.255
IST-1	Interruptible General Service (Optional Time of Use) (Closed to New Customers as of 04/16/96)	6.260
IST-2	Interruptible General Service (Optional Time of Use)	6.265
LS-1	Lighting Service	6.280
SS-1	Firm Standby Service	6.310
SS-2	Interruptible Standby Service	6.315
SS-3	Curtailable Standby Service	6.320
TS-1	Temporary Service	6.330
RSS-1	Residential Seasonal Service Rider	6.350
CISR-1	Commercial/Industrial Service Rider	6.360
PPS-1	General Service – Premier Power Service Rider	6.370



**RATE SCHEDULE BA-1
 BILLING ADJUSTMENTS**

Applicable:

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

COST RECOVERY FACTORS							
Rate Schedule/Metering Level	Fuel Cost Recovery ⁽¹⁾			ECCR ⁽²⁾		CCR ⁽³⁾	ECRC ⁽⁴⁾
	Levelized ¢/ kWh	On-Peak ¢/ kWh	Off-Peak ¢/ kWh	¢/ kWh	\$/ kW	¢/ kWh	¢/ kWh
RS-1, RST-1, RSL-1, RSL-2, RSS-1 (Sec.) < 1000 > 1000	3.393 4.393	5.232	2.974	0.306	-	1.738	0.494
GS-1, GST-1 Secondary Primary Transmission	3.703 3.666 3.629	5.232 5.180 5.128	2.974 2.944 2.914	0.265 0.262 0.260	- - -	1.379 1.365 1.351	0.490 0.485 0.480
GS-2 (Sec.)	3.703	-	-	0.210	-	0.948	0.484
GSD-1, GSDT-1, SS-1* Secondary Primary Transmission	3.703 3.666 3.629	5.232 5.180 5.128	2.974 2.944 2.914	- - -	0.90 0.89 0.88	1.184 1.172 1.160	0.485 0.480 0.475
CS-1, CST-1, CS-2, CST-2, CS-3, CST-3, SS-3* Secondary Primary Transmission	3.703 3.666 3.629	5.232 5.180 5.128	2.974 2.944 2.914	- - -	0.86 0.85 0.84	0.893 0.884 0.875	0.485 0.480 0.475
IS-1, IST-1, IS-2, IST-2, SS- 2* Secondary Primary Transmission	3.703 3.666 3.629	5.232 5.180 5.128	2.974 2.944 2.914	- - -	0.80 0.79 0.78	0.961 0.951 0.942	0.474 0.469 0.465
LS-1 (Sec.)	3.396	-	-	0.123	-	0.252	0.476
*SS-1, SS-2, SS-3 Monthly Secondary Primary Transmission Daily Secondary Primary Transmission	- - - - - - - -	- - - - - - - -	- - - - - - - -	- - - - - - - -	0.089 0.088 0.087 0.042 0.042 0.041	- - - - - - - -	- - - - - - - -
GSLM-1, GSLM-2	See appropriate General Service rate schedule						

(1) Fuel Cost Recovery Factor:

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are normally determined annually by the Florida Public Service Commission for the billing months of January through December. These factors are designed to recover the costs of fuel and purchased power (other than capacity payments) incurred by the Company to provide electric service to its customers and are adjusted to reflect changes in these costs from one period to the next. Revisions to the Fuel Cost Recovery Factors within the described period may be determined in the event of a significant change in costs.

(2) Energy Conservation Cost Recovery Factor:

The Energy Conservation Cost Recovery (ECCR) Factor applicable to the Energy Charge under the Company's various rate schedules is normally determined annually by the Florida Public Service Commission for twelve-month periods beginning with the billing month of January. This factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs and is adjusted to reflect changes in these costs from one period to the next. For time of use demand rates the ECCR charge will be included in the base demand only.

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Director Rates & Regulatory Strategy – FL ~~Lori J. Cross, Manager, Utility Regulatory Planning – Florida~~

EFFECTIVE: April 29, 2013 ~~January 1, 2013~~



**RATE SCHEDULE BA-1
BILLING ADJUSTMENTS**
(Continued from Page 1)

(3) Capacity Cost Recovery Factor:

The Capacity Cost Recovery (CCR) Factors applicable to the Energy Charge under the Company's various rate schedules are normally determined annually by the Florida Public Service Commission for the billing months of January through December. This factor is designed to recover the cost of capacity payments made by the Company for off-system capacity and is adjusted to reflect changes in these costs from one period to the next.

(4) Environmental Cost Recovery Clause Factor:

The Environmental Cost Recovery Clause (ECRC) Factors applicable to the Energy Charge under the Company's various rate schedules are normally determined annually by the Florida Public Service Commission for the billing months of January through December. This factor is designed to recover environmental compliance costs incurred by the Company and is adjusted to reflect changes in these costs from one period to the next.

Gross Receipts Tax Factor:

In accordance with Section 203.01 of the Florida Statutes, a factor of 2.5641% is applicable to electric sales charges for collection of the state Gross Receipts Tax.

Right-of-Way Utilization Fee:

A Right-of-Way Utilization Fee is applied to the charges for electric service (exclusive of any Municipal, County, or State Sales Tax) provided to customers within the jurisdictional limits of each municipal or county governmental body or any unit of special-purpose government or other entity with authority requiring the payment of a franchise fee, tax, charge, or other imposition whether in money, service, or other things of value for utilization of rights-of-way for location of Company distribution or transmission facilities. The Right-of-Way Utilization Fee shall be determined in a negotiated agreement (i.e., franchise and other agreements) in a manner which reflects the Company's payments to a governmental body or other entity with authority plus the appropriate Gross Receipts Taxes and Regulatory Assessment Fees resulting from such additional revenue. The Right-of-Way Utilization Fee is added to the charges for electric service prior to the application of any appropriate taxes.

Municipal Tax:

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.699¢/kWh.

Sales Tax:

A State Sales Tax is applied to the charge for electric service provided to all non-residential customers and equipment rental provided to all customers (unless a qualified sales tax exemption status is on record with the Company). The State Sales Tax shall be determined in accordance with the State's sales tax laws. The amount collected by the Company shall be remitted to the State in the manner required by law. In those counties that have enacted a County Discretionary Sales Surtax, such tax shall be applied and paid in a like manner.

Governmental Undergrounding Fee:

Applicable to customers located in a designated Underground Assessment Area within a local government (a municipality or a county) that requires the Company to collect a Governmental Undergrounding Fee from such customers to recover the local government's costs of converting overhead electric distribution facilities to underground facilities. The Governmental Undergrounding Fee billed to a customer's account shall not exceed the lesser of (i) 15 percent of a customer's total net electric service charges, or (ii) a maximum monthly amount of \$30 for residential customers and \$50 for each 5,000 kilowatt-hour increment of consumption for commercial/industrial customers, unless the Commission approves a higher percentage or maximum monthly amount. The maximum monthly amount shall apply to each line of billing in the case of a customer receiving a single bill for multiple service points, and to each occupancy unit in the case of a master metered customer. The Governmental Undergrounding Fee shall be calculated on the customer's charges for electric service before the addition of any applicable taxes.

**RATE SCHEDULES SC-1
SERVICE CHARGES****Establishment of Service:**

A service charge shall be made for each establishment or re-establishment of service. This charge shall apply to each new service connection, service reconnection and transfer of account from one occupant to another. It shall also apply to reconnections after disconnection for non-payment or violation of Company or Florida Public Service Commission (Commission) Rules.

1. A charge of \$61.00 will be made for initial establishment of service to a premise.
2. A charge of \$28.00 will be made for each subsequent re-establishment of service to said premise.
3. A charge of \$10.00 will be made for each subsequent re-establishment of service to said premise where the customer has executed and has on file a Leave Service Active (LSA) agreement for units of a multi-family rental housing complex situated on a contiguous property and having an on-site manager.
4. A charge of \$40.00 will be made for the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules where such reconnection is performed during normal working hours (M-F, 7AM-7PM). For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.
5. A charge of \$50.00 will be made for the reconnection of service for nonpayment or violation of Company or Commission Rules where such reconnection is performed outside of normal working hours. For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.

The Company shall have the discretion to waive any of the foregoing charges that would otherwise apply to customers as a consequence of significant damage to their premises caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

Late Payment Charge:

Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5%, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

Returned Check Charge:

A service charge as allowed by Florida Statute 68.065 shall be added to the Customer's bill for electric service for each check or draft dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the returned check charge.

Investigation of Unauthorized Use Charge:

The Customer shall be assessed a charge by the Company for reimbursement of all investigative expenses related to a premise for which the Customer has undertaken unauthorized use of service and the Company has not elected to seek full recovery by prosecution under the law. The charge shall not be less than \$75.00, and such charge may be assessed in lieu of proof of actual expenses incurred. In addition to this charge, the Customer is responsible for any damages to the Company's facilities, correction of measured consumption, and/or any other service charges which may be applicable.



**RATE SCHEDULE RS-1
 RESIDENTIAL SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owner's benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery is separately metered and billed.
4. A responsible legal entity is established as the customer to whom the Company can render its bill(s) for said service.

Character of Service:

Continuous service, alternating current, 60 cycles per second, single-phase or three-phase, at the Company's standard available distribution voltage. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge: \$ 8.76

Demand and Energy Charges:

Non-Fuel Energy Charges:

First 1,000 kWh	4.509¢ per kWh
All additional kWh	5.744¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, <i>Billing Adjustments</i> , except the Fuel Cost Recovery Factor:	See Sheet No. 6.105 and 6.106
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Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

(Continued on Page No. 2)



**RATE SCHEDULE RS-1
 RESIDENTIAL SERVICE**
 (Continued from Page No. 1)

Minimum Monthly Bill:

The Minimum Monthly Bill shall be the Customer Charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at company-designated locations.

Term of Service:

From billing period to billing period, until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company rules.

Budget Billing Plan (Optional):

A customer may elect to be billed for service hereunder by an alternative-billing plan called the "Budget Billing Plan." This billing plan provides for payments on an averaged monthly installment basis rather than payments on an actual monthly usage basis.

Under the Budget Billing Plan, the monthly billing is determined as follows:

1. The Annual Base Amount is calculated using the most recent twelve (12) months' billings for the premise and then averaged and rounded to the nearest whole dollar (Monthly Budget Billing Amount). If the customer has not resided at the premise for twelve (12) months, the Annual Base Amount will be determined by the customer's available monthly billings plus the previous occupant's billings. If the premise is new, a twelve (12) month estimated billing would be used.
2. The Monthly Budget Billing Amount is recalculated every third 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).

$$\text{Monthly Budget Billing Amount} = \frac{\text{12 Month Summation Actual or Est. Annual Base} + \text{Deferred Balance}}{12}$$

If the difference between the newly calculated Monthly Budget Billing Amount and the current Monthly Budget Billing Amount is greater than \$5 or 10%, then the Monthly Billing Amount will be re-established at the newly calculated amount (rounded to the nearest whole dollar).

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 next bill (if a credit balance) or direct payment to the Company (if a debit balance).

A customer may request termination of the Budget Billing Plan at any time. The Company may terminate application of the Plan to any Customer whose balance due becomes sixty (60) days delinquent. Upon termination of the Plan or disconnection of service, the Customer must settle the account in full. Once the Customer has terminated, he or she may not rejoin the plan for twelve (12) months.



**RATE SCHEDULE RSL-1
 RESIDENTIAL LOAD MANAGEMENT**

Availability:

Available only within the range of the Company's Load Management System.
 Available to customers whose premises have active load management devices installed prior to June 30, 2007.
 Available to customers whose premises have load management devices installed after June 30, 2007 that have and are willing to submit to load control of, at a minimum, central electric cooling and heating systems.

Applicable:

To customers eligible for Residential Service under Rate Schedule RS-1 or RSS-1 having a minimum average monthly usage of 600 kWh (based on the most recent 12 months, or, where not available, a projection for 12 months), and utilizing any of the following electrical equipment:

- | | |
|------------------------------------|------------------------------------|
| 1. Water Heater | 3. Central Electric Cooling System |
| 2. Central Electric Heating System | 4. Swimming Pool Pump |

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Service to the electrical equipment specified above may be interrupted at the option of the Company by means of load management devices installed on the customer's premises.

For new service requests after June 30, 2007 customers with a central electric heating system that is a heat pump will be installed on Interruption Schedule S. All other new service requests will be installed on Interruption Schedule B. Interruption Schedule C shall be at the option of the customer.

For new service requests after April 1, 1995, and before June 30, 2007, customers who select the swimming pool pump schedule must also select at least one other schedule.

An installation of an alternative thermal storage heating system under Special Provision No. 7 of this rate schedule is not available after April 1, 1995.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:	\$ 8.76
Energy and Demand Charges:	
Non-Fuel Energy Charges:	
First 1,000 kWh	4.509¢ per kWh
All additional kWh	5.744¢ per kWh
Plus the Cost Recovery Factors listed in Rate Schedule BA-1, <i>Billing Adjustments</i> , except the Fuel Cost Recovery Factor:	See Sheet No. 6.105 and 6.106

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Load Management Monthly Credit Amounts:^{1,2}

<u>Interruptible Equipment</u>	<u>Interruption Schedule</u>				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>S</u>
Water Heater	-	-	\$3.50	-	-
Central Heating System ³	\$2.00	\$8.00	-	-	\$8.00
Central Heating System w/Thermal Storage ³	-	-	-	\$8.00	-
Central Cooling System ⁴	\$1.00	\$5.00	-	-	\$5.00
Swimming Pool Pump	-	-	\$2.50	-	-

(Continued on Page No. 2)

**RATE SCHEDULE RSL-1
RESIDENTIAL LOAD MANAGEMENT**
(Continued from Page No. 1)

Any customer with a heat pump not taking service under Schedule S who requests a change under this tariff will be required to take service under Schedule S.

Premises taking service under this tariff and controlled by load management devices will remain on the existing schedule until such time as the current customer affirmatively requests a change.

See also Special Provisions 10 and 11 below for further customer optional adjustments to the above credits.

- Notes:
- (1) Load Management credits shall not exceed 40% of the Non-Fuel Energy Charge associated with kWh ~~consumption-billed~~ in excess of 600 kWh per month.
 - (2) Premises that have load management devices installed prior to June 30, 2007 may remain on the existing schedule until such time as the customer requests a change under this tariff. When a change is requested, customers may take service only under Schedule B or Schedule S if the customer has a heat pump. Customers may also opt for Schedule C if taking service under another Schedule. Customers whose premises have load management devices installed after June 30, 2007 will be subject to the Limitations of Service above.
 - (3) For the billing months of November through March only.
 - (4) For the billing months of April through October only.

Interruption Schedules:

- | | |
|------------|--|
| Schedule A | Equipment interruptions will not exceed an accumulated total of 10 minutes during any 30 minute interval within the Company's designated Peak Periods. |
| Schedule B | Equipment interruptions will not exceed an accumulated total of 16.5 minutes during any 30 minute interval within the Company's designated Peak Periods. |
| Schedule C | Equipment may be interrupted continuously, not to exceed 300 minutes, and during the Company's designated Peak Periods. Where a thermal storage system has been installed hereunder, additional interruptions to the water heater will be made during periods of charging thermal storage system. |
| Schedule D | The regular heating system may be interrupted continuously and alternative heating provided by means of a thermal storage system installed hereunder. |
| Schedule S | Equipment interruptions will not exceed an accumulated total of 16.5 minutes during any 30 minute interval within the Company's designated Peak Periods. Heat pump back-up strip may be interrupted continuously, not to exceed 300 minutes, during the Company's designated Peak. When the heat pump back-up strip is being interrupted, the heat pump will not be interrupted. |

Peak Periods:

The Peak Periods expressed in terms of prevailing clock time shall be, but are not limited to these as follows:

- (1) For the calendar months of November through March, All Days: 6:00 a.m. to 11:00 a.m., and
6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October, All Days: 1:00 p.m. to 10:00 p.m.

Terms and Conditions:

All terms and conditions of Rate Schedule RS-1, Residential Service, (i.e. Fuel Charges and other Billing Adjustments, Minimum Monthly Bill, Terms of Payment, Term of Service and Average Billing Plan), shall apply to service under this rate schedule.

(Continued on Page No. 3)



**RATE SCHEDULE RSL-1
RESIDENTIAL LOAD MANAGEMENT**
(Continued from Page No. 2)

Special Provisions:

1. The Company shall be allowed reasonable access to the customer's premises to install, maintain, inspect, test and remove load management devices on the electrical equipment specified above.
2. Prior to the installation of load management devices, the Company may inspect the customer's electrical equipment to ensure good repair and working condition, but the Company shall not be responsible for the repair or maintenance of the electrical equipment.
3. The Company shall not be required to install load management devices on electrical equipment which would not be economically justified for reasons, such as, excessive installation costs, insufficient load, oversized equipment or abnormal utilization of equipment, including but not limited to, vacation or other limited occupancy residences or qualifying common use facilities.
4. Multiple units of any electrical equipment specified above must all be installed with load management devices to qualify for the credit attributable to that equipment type at that premise.
5. The limitation on interruptible schedules shall not apply during critical capacity conditions on the Company's system; nor shall limitations apply at times the Company requires additional generating resources to maintain firm power sales commitments or supply emergency interchange service to another utility for its firm load obligations only. The Company may also exercise equipment interruptions at any time for purposes of testing and performance evaluation of its Load Management System.
6. If the Company determines that the load management devices have been tampered with, the Company may discontinue service under this rate schedule and bill for all prior load management credits received by the customer, unless an earlier tampering date can be established, plus applicable investigative charges.
7. An alternative thermal storage heating system is available to customers who (a) have resistance strip heating solely as their central electric heating system, (b) have adequate space and provide access for installation and maintenance of a thermal storage system, (c) have an electric water heater circuit which can be utilized for charging a thermal storage system and (d) have normal residential water heating and central heating requirements. The Company shall not be required to provide a thermal storage system where the Company deems the installation to be economically unjustified.

For qualifying customers, the Company will install, maintain and operate a thermal storage system consisting of a thermal storage (water) tank, a pump, and a heat exchanging coil. The storage tank will be charged at the option and under the control of the Company. When this option is exercised, heating from this system will be available in place of the customer's regular heating system. During periods that the storage tank is being charged, electric service to the customer's regular water heater will be interrupted. An initial incentive payment of \$50.00 shall be made to a participating customer.

8. Billing under this Rate Schedule will commence with the first complete billing period following installation of the load management devices. A customer may change interruption schedules or the selection of electrical equipment installed with load management devices or transfer to another rate schedule by notifying the Company forty-five days in advance. However, in the event of any revision to the interruption schedules which may affect customer, the Customer shall be allowed ninety days from the effective date of the revision to change schedules or equipment or transfer to another rate schedule. If a customer transfers to another rate schedule they are not eligible for service under this rate schedule for 12 months from the date of transfer.
9. If the Company determines that the effect of equipment interruptions has been offset by the customer's use of supplementary or alternative electrical equipment, or if access cannot be obtained by the Company to inspect, maintain, or remove load management devices, service under this rate schedule may be discontinued and the customer billed for all prior load management credits received over a period not in excess of six months.
10. Effective 8/31/07, for customers at premises taking service under Interruption Schedule B or S, and C for electric water heating, for which the premise at any time received the solar thermal water heating incentive, the monthly credit amount will be 25% of the above credit values for Interruption Schedules B, S and C, except for the pool pump. The pool pump credit amount will be at 100%.
11. Effective 8/31/07, a customer may elect to have all their credits contributed to the ~~Progress Energy~~ Duke Energy Florida "Photovoltaics for Schools" green program. No partial contributions will be allowed. This program installs photovoltaic panels on schools as funds become available.



**RATE SCHEDULE RSL-2
 RESIDENTIAL LOAD MANAGEMENT – WINTER ONLY**

Availability:

Available only within the range of the Company's Load Management System.

Applicable:

To customers eligible for Residential Service under Rate Schedule RS-1 or RSS-1 having a minimum average monthly usage of 600 kWh for the months of November through March (based on the most recent billings, where not available, a projection for those months) and utilizing **both** electric water heater and central electric heating systems.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Service to the electrical equipment specified above may be interrupted at the option of the Company by means of load management devices installed on the customer's premises.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge: \$ 8.76

Energy and Demand Charges:

Non-Fuel Energy Charges:

First 1,000 kWh 4.509¢ per kWh
 All additional kWh 5.744¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

Additional Charges:

Fuel Cost Recovery Factor: See Sheet No. 6.105
 Gross Receipts Tax Factor: See Sheet No. 6.106
 Right-of-Way Utilization Fee: See Sheet No. 6.106
 Municipal Tax: See Sheet No. 6.106
 Sales Tax: See Sheet No. 6.106

Load Management Credit Amount:¹

<u>Interruptible Equipment</u>	<u>Monthly Credit²</u>
Water Heater and Central Heating System	\$11.50

- Notes: (1) Load management credit shall not exceed 40% of the Non-Fuel Energy Charge associated with kWh ~~consumption-billed~~ in excess of 600 kWh/month.
 (2) For billing months of November through March only.

Appliance Interruption Schedule:

Heating	Equipment interruptions will not exceed an accumulated total of 16.5 minutes during any 30 minute interval within the Company's designated Peak Periods. Heat pump back-up strip may be interrupted continuously, not to exceed 300 minutes, during the Company's designated Peak. When the heat pump back-up strip is being interrupted, the heat pump will not be interrupted.
Water Heater	Equipment may be interrupted continuously, not to exceed 300 minutes, and during the Company's designated Peak Periods.

(Continued on Page No. 2)



**RATE SCHEDULE RSL-2
RESIDENTIAL LOAD MANAGEMENT – WINTER ONLY**
(Continued from Page No. 1)

Peak Periods:

The Peak Periods expressed in terms of prevailing clock time shall be, but are not limited to these as follows:

- (1) For the calendar months of November through March - All Days: 6:00 a.m. to 11:00 a.m., and
6:00 p.m. to 10:00 p.m.

Terms and Conditions:

All terms and conditions of Rate Schedule RS-1, Residential Service (i.e. Fuel Charges and other Billing Adjustments, Minimum Monthly Bill, Terms of Payment, Term of Service and Budget Billing Plan), shall apply to service under this rate schedule.

Special Provisions:

1. The Company shall be allowed reasonable access to the customer's premises to install, maintain, inspect, test and remove load management devices on the electrical equipment specified above.
2. Prior to the installation of load management devices, the Company may inspect the customer's electrical equipment to ensure good repair and working condition, but the Company shall not be responsible for the repair or maintenance of the electrical equipment.
3. The Company shall not be required to install load management devices on electrical equipment which would not be economically justified for reasons, such as, excessive installation costs, insufficient load, oversized equipment, or abnormal utilization of equipment, including but not limited to, vacation or other limited occupancy residences or qualifying common use facilities.
4. Multiple units of any electrical equipment specified above must all be installed with load management devices to qualify for the credit attributable to that equipment at that premise.
5. The limitation on interruptible schedules shall not apply during critical capacity conditions on the Company's system; nor shall limitations apply at times the Company requires additional generating resources to maintain firm power sales commitments or supply emergency interchange service to another utility for its firm load obligations only. The Company may also exercise equipment interruptions at any time for purposes of testing and performance evaluation of its Load Management System.
6. If the Company determines that the load management devices have been tampered with, the Company may discontinue service under this rate schedule and bill for all prior load management credits received by the customer, unless an earlier tampering date can be established, plus applicable investigative charges.
7. Billing under this Rate Schedule will commence with the first complete billing period following installation of the load management devices. A customer may transfer to another rate schedule by notifying the Company forty-five (45) days in advance. If a customer transfers to another rate schedule they are not eligible for service under this rate schedule for 12 months from the date of transfer.
8. If the Company determines that the effect of equipment interruptions has been offset by the customer's use of supplementary or alternative electrical equipment, or if access cannot be obtained by the Company to inspect, maintain, or remove load management devices, service under this rate schedule may be discontinued and the customer billed for all prior load management credits received over a period not in excess of six (6) months.
9. A customer may elect to have all their credits contributed to the [Progress Energy/Duke Energy Florida](#) "Photovoltaics for Schools" green program. No partial contributions will be allowed. This program installs photovoltaic panels on schools as funds become available.



**RATE SCHEDULE RST-1
RESIDENTIAL SERVICE
OPTIONAL TIME OF USE RATE
(Closed to New Customers as of 02/10/10)**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of residential customers otherwise eligible for service under Rate Schedule RS-1, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

Character of Service:

Continuous service, alternating current, 60 cycle, single phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

Rate Per Month:

Customer Charge: \$ 16.19

Energy and Demand Charges:

Non-Fuel Energy Charges: 13.924¢ per On-Peak kWh
0.773¢ per Off-Peak kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy used during designated On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,
Monday through Friday *: 6:00 a.m. to 10:00 a.m. and
6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October,
Monday through Friday*: 12:00 Noon to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

(Continued on Page No. 2)



**RATE SCHEDULE RST-1
RESIDENTIAL SERVICE
OPTIONAL TIME OF USE RATE
(Closed to New Customers as of 02/10/10)**

(Continued from Page No. 1)

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

The term of service requirements under this optional rate schedule shall be the same as that required under the standard rate schedule which would otherwise be applicable; provided, however, customers who elect to take service hereunder at a given location shall have the right during the initial term of service to transfer to the otherwise applicable standard rate schedule at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) consecutive months.

Special Provisions:

1. All service rendered under this rate schedule shall be measured by metering equipment capable of determining energy use during specified hourly periods.
2. Application for service hereunder will be accepted by the Company on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
3. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.
4. Customers at their option may elect to receive a lower monthly Customer Charge by making a Contribution in Aid of Construction (CIAC) equal to the additional installed cost of a time of use meter. As of the effective date of this rate schedule, the CIAC required is \$90.00. For customers electing this option, the Customer Charge shall be the Customer Charge contained in Rate Schedule RS-1.



**RATE SCHEDULE GS-1
 GENERAL SERVICE – NON-DEMAND**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Unmetered Account:	\$ 6.54
Secondary Metering Voltage:	\$ 11.59
Primary Metering Voltage:	\$ 146.56
Transmission Metering Voltage:	\$ 722.90

Energy and Demand Charges:

Non-Fuel Energy Charge: 4.898¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Non-Fuel Energy Charge included in the Rate per Month section of this rate schedule shall be increased by 0.669¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above standard distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy Charge hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

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**RATE SCHEDULE GS-1
GENERAL SERVICE – NON-DEMAND**
(Continued from Page No. 1)

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

Service under this rate shall be for a minimum initial term of twelve (12) months from commencement of service and shall continue thereafter until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company Rules

Customers taking service under another Company rate schedule who elect to transfer to this rate must remain on this rate for a minimum term of twelve (12) months.

Where special equipment to serve the customer is required, the Company may require a specified term of service contract.

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
3. For fixed wattage and/or automatically controlled loads, the kWh consumption may, at the option of the Company, be estimated in lieu of installing meters.



**RATE SCHEDULE GST-1
 GENERAL SERVICE – NON-DEMAND
 OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of non-residential customers otherwise eligible for service under Rate Schedule GS-1, provided that all of the electric load requirements on the Customer's premises are metered through one point of delivery.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or Resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 19.01
Primary Metering Voltage:	\$ 153.99
Transmission Metering Voltage:	\$ 730.32

Energy and Demand Charge:

Non-Fuel Energy Charge:	13.902¢ per On-Peak kWh 0.753¢ per Off-Peak kWh
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Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor

See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during designated On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Non-Fuel Charges included in the Rate per Month section of this rate schedule shall be increased by 0.669¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,
Monday through Friday *: 6:00 a.m. to 10:00 a.m. and
6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October,
Monday through Friday*: 12:00 Noon to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(Continued on Page No. 2)



**RATE SCHEDULE GST-1
 GENERAL SERVICE – NON-DEMAND
 OPTIONAL TIME OF USE RATE**
 (Continued from Page No. 1)

Rating Periods: (Continued)

(b) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy and Demand Charges hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

The term of service requirements under this optional rate schedule shall be the same as that required under the standard rate schedule which would otherwise be applicable; provided, however, customers who elect to take service hereunder at a given location shall have the right during the initial term of service to transfer to the otherwise applicable standard rate schedule at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electric load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
3. All service rendered under this rate schedule shall be measured by metering equipment capable of determining energy use during specified hourly periods.
4. Application for service hereunder will be accepted by the Company on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
5. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.
6. Customers, at their option, may elect to receive a lower monthly Customer Charge by making a Contribution in Aid of Construction (CIAC) equal to the additional installed cost of a time of use meter. The CIAC required is \$132.00. For customers electing this option, the Customer Charge shall be the applicable Customer Charge contained in Rate Schedule GS-1.



**RATE SCHEDULE GS-2
 GENERAL SERVICE – NON-DEMAND
 100% LOAD FACTOR USAGE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, with fixed wattage loads operating continuously throughout the billing period (such as traffic signals, cable TV amplifiers and gas transmission substations).

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate per Month:

Customer Charge:

Unmetered Account:	\$ 6.54
Metered Account:	\$ 11.59

Energy and Demand Charges:

Non-Fuel Energy Charge:	1.857¢ per kWh
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Plus the Cost Recovery Factors listed in Rate Schedule BA-1, <i>Billing Adjustments</i> , except the Fuel Cost Recovery Factor	See Sheet No. 6.105 and 6.106
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Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Non-Fuel Energy Charge included in the Rate per Month section of this rate schedule shall be increased by 0.135¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

(Continued on Page No. 2)



**RATE SCHEDULE GS-2
GENERAL SERVICE – NON-DEMAND
100% LOAD FACTOR USAGE**
(Continued from Page No. 1)

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

From billing period to billing period, until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company Rules.

Where special equipment to serve the customer is required, the Company may require a specified term of service contract.

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
3. The calculated kWh usage at each un-metered point shall be determined by operating test or utilization of manufacturer's rating and specifications. The monthly operation shall be based on a standard of 730 hours. For cable TV amplifiers or similar equipment, the input wattage used to calculate kWh usage shall be:

$$\text{Input Wattage} = \frac{\text{Output Amperage} \times \text{Output Voltage}}{\text{Manufacturer's Rated Efficiency}}$$

where, such above values are established by the Manufacturer.



**RATE SCHEDULE GSD-1
 GENERAL SERVICE - DEMAND**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable with a measured annual kWh consumption of 24,000 kWh or greater per year.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 11.59
Primary Metering Voltage:	\$ 146.56
Transmission Metering Voltage:	\$ 722.90

Demand Charge:

\$ 4.59 per kW of Billing Demand

Plus the Cost Recovery Factors on a \$/ kW basis
 in Rate Schedule BA-1, *Billing Adjustments*:

See Sheet No. 6.105 and 6.106

Energy Charge:

Non-Fuel Energy Charge: 2.045¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis
 in Rate Schedule BA-1, *Billing Adjustments*,
 except for the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.99 per kW for the cost of reserving capacity in the alternate distribution circuit.

Determination of Billing Demand:

The billing demand shall be the maximum 30-minute kW demand established during the current billing period.

(Continued on Page No. 2)



**RATE SCHEDULE GSD-1
 GENERAL SERVICE - DEMAND**
 (Continued from Page No. 1)

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credits:

For Distribution Primary Delivery Voltage:	\$0.36 per kW of Billing Demand
For Transmission Delivery Voltage:	\$1.35 per kW of Billing Demand

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 26¢ for each KVAR by which the reactive demand exceeds, numerically .62 times the measured kW demand, and will be decreased 26¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

Service under this rate shall be for a minimum initial term of twelve (12) months from commencement of service and shall continue thereafter until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company Rules.

Customers taking service under another Company rate schedule who elect to transfer to this rate must remain on this rate for a minimum term of twelve (12) months.

(Continued on Page No. 3)



**RATE SCHEDULE GSD-1
GENERAL SERVICE - DEMAND**
(Continued from Page No. 2)

Term of Service: (Continued)

Where special equipment to serve the customer is required, the Company may require a specified term of service contract.

Special Provisions:

1. The Company may, under the provisions of this rate schedule, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month times the installed cost of such additional equipment.



**RATE SCHEDULE GSDT-1
GENERAL SERVICE - DEMAND
OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of the customer, otherwise eligible for service under Rate Schedule GSD-1, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or Resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 19.01
Primary Metering Voltage:	\$ 153.99
Transmission Metering Voltage:	\$ 730.32

Demand Charges:

Base Demand Charge:	\$ 1.12 per kW of Base Demand
Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, <i>Billing Adjustments</i> :	See Sheet No. 6.105 and 6.106
On-Peak Demand Charge:	\$ 3.41 per kW of On-Peak Demand

Energy Charges:

Non-Fuel Energy Charge:	4.452¢ per On-Peak kWh 0.747¢ per Off-Peak kWh
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Plus the Cost Recovery Factors on a ¢/ kWh basis
in Rate Schedule BA-1, *Billing Adjustments*,
except for the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during designated On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.99 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)



**RATE SCHEDULE GSDT-1
 GENERAL SERVICE DEMAND
 OPTIONAL TIME OF USE RATE**
 (Continued from Page No. 1)

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,
 Monday through Friday *: 6:00 a.m. to 10:00 a.m. and
 6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October,
 Monday through Friday*: 12:00 Noon to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

Determination of Billing Demands:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current billing period.
- (b) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

Delivery Voltage Credit:

When a customer takes service under this rate schedule at a delivery voltage above standard distribution secondary voltage, the Base Demand Charge hereunder shall be subject to the following credits:

For Distribution Primary Delivery Voltage:	\$0.36 per kW of Billing Demand
For Transmission Delivery Voltage:	\$1.35 per kW of Billing Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charges and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

For customers with metered demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 26¢ for each KVAR by which the reactive demand exceeds numerically .62 times the measured kW demand, and will be decreased 26¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

(Continued on Page No. 3)



**RATE SCHEDULE GSDT-1
GENERAL SERVICE - DEMAND
OPTIONAL TIME OF USE RATE**
(Continued from Page No. 2)

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

The term of service requirements under this optional rate schedule shall be the same as that required under the standard rate schedule which would otherwise be applicable; provided, however, customers who elect to take service hereunder at a given location shall have the right during the initial term of service to transfer to the otherwise applicable standard rate schedule at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate schedule at the location for a minimum term of twelve (12) months.

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
3. All service rendered under this rate schedule shall be measured by the metering equipment capable of determining energy use during specified hourly periods.
4. Application for service hereunder will be accepted by the Company on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
5. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.
6. For customers who made, prior to May 1, 2002, a Contribution in Aid of Construction (CIAC) equal to the additional installed cost of a time of use meter, the Customer Charge shall be the applicable Customer Charge contained in Rate Schedule GSD-1.



**RATE SCHEDULE GSLM-1
 GENERAL SERVICE - LOAD MANAGEMENT
 (Closed to New Customers as of 07/20/2000)**

Availability:

Available only within the range of the Company's Load Management System.

Applicable:

To customers who are eligible for service under Rate Schedules GS-1, GST-1, GSD-1, or GSDT-1, excluding those customers served under the General Service transition rates, and who elect service under this rate schedule and have electric space cooling equipment suitable for interruptible operation. Also applicable to those customers who have any of the following electrical equipment installed on permanent residential structures and utilized for domestic (household) purposes: (1) water heater(s), (2) central electric heating system(s), (3) central electric cooling system(s), and/or (4) swimming pool pump(s).

Limitation of Service:

Service to specified electrical equipment may be interrupted at the option of the Company by means of load management devices installed on the customer's premises.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

The rates and all other terms and conditions of Company Rate Schedules GS-1, GST-1, GSD-1 or GSDT-1 (whichever shall otherwise be applicable) shall be applicable to service under this rate schedule, subject to the following:

LOAD MANAGEMENT MONTHLY CREDIT AMOUNT

<u>Interruptible Equipment</u>	<u>Interruption Schedule</u>	<u>Credit Based on Installed Capacity¹</u>	<u>Applicable Billing Months</u>
Electric Space Cooling ³	A	\$ 0.26 Per kW	April thru October
Electric Space Cooling ³	B	\$ 0.56 Per kW	April thru October
Domestically Utilized Equipment ^{2,3}	[Availability, Schedules and Credits of the otherwise applicable Rate Schedule RSL-1 or RSL-2 shall apply]		

Notes:

- (1) Credit shall not exceed 50% of the Non-Fuel Energy and Demand Charges; nor, for otherwise applicable Rate Schedule GSDT-1, shall the credit exceed the On-Peak and Base Demand Charges.
- (2) Equipment includes water heaters, central heating systems, central cooling systems and swimming pool pumps when such equipment is installed on permanent residential structures and utilized for domestic purposes.
- (3) Restricted to existing customers as of July 20, 2000.

Interruption Schedules:

- Schedule A Interruptions will not exceed an accumulated total of 10 minutes during any 30-minute interval within the designated Peak Periods.
- Schedule B Interruptions will not exceed an accumulated total of 16.5 minutes during any 30-minute interval within the designated Peak Periods.

(Continued on Page No. 2)

**RATE SCHEDULE GSLM-1
GENERAL SERVICE – LOAD MANAGEMENT**
(Continued from Page No. 1)

Peak Periods:

The designated Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,
All Days: 6:00 a.m. to 11:00 a.m., and
6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October,
All Days: 1:00 p.m. to 10:00 p.m.

Special Provisions:

1. The Company shall be allowed reasonable access to the customer's premises to install, maintain, inspect, test and remove load management devices on the electrical equipment specified above.
2. Prior to the installation of load management devices, the Company may inspect the customer's electrical equipment to ensure good repair and working condition, but the Company shall not be responsible for the repair or maintenance of the electrical equipment. The Company may, at its option, require a commercial energy audit as a prerequisite to receiving service under this rate. The audit may be used to establish or confirm equipment capacity, operating hours, or to determine the ability of the Company to control electric demand.
3. The Company shall not be required to install load management devices on electrical equipment, which would not be economically justified, for reasons such as excessive installation costs, oversized equipment or abnormal utilization of equipment, including operating hours which are not considered within the designated Peak Periods.
4. If the Company determines that equipment operating schedules and/or business hours have reduced the ability of the Company to control electric demand during the above designated peak periods, then service under this rate will be discontinued.
5. Where multiple units (including standby or multi-stage) of space conditioning equipment are used to heat or cool a building, all of these units must be equipped with load management devices and normally must be controlled on the same interruption cycle.
6. Billing under this rate schedule will commence with the first complete billing period following installation of the load management devices. During the first year of service, a customer may transfer to another rate schedule by notifying the Company forty-five (45) days in advance. After the first year of service, the customer may transfer to another rate schedule by notifying the Company twelve (12) months in advance. However, in the event of any revision to the interruption schedules which may affect customer, the customer shall be allowed ninety (90) days from the effective date of the revision to change schedules or equipment or transfer to another rate schedule.
7. The limitations on Interruptible Schedules shall not apply during critical capacity conditions on the Company's system; nor shall limitations apply at times the Company requires additional generating resources to maintain firm power sales commitments or supply emergency interchange service to another utility for its firm load obligations only. The Company may also exercise equipment interruptions at any time for purposes of testing and performance evaluation of its Load Management System.
8. If the Company determines that the load management devices have been tampered with or disconnected without notice, the Company may discontinue service under this rate schedule and bill for prior load management credits received by the customer, plus applicable investigative charges.
9. If the Company determines that the effect of equipment interruptions have been offset by the customer's use of supplementary or alternative electrical equipment, service under this rate schedule may be discontinued and the customer billed for all prior load management credits received over a period not in excess of six (6) months.
10. For purposes of determining eligible credits related to domestically utilized equipment, the customer shall provide the Company actual occupancy rates of permanent residential structures containing each type of equipment for the previous winter (November through March) and summer (April through October) periods. Credits for the current billing period shall apply to the number of items of each installed type of equipment multiplied by the corresponding previous seasonal period's occupancy rate.



**RATE SCHEDULE GSLM-2
 GENERAL SERVICE LOAD MANAGEMENT – STANDBY GENERATION**

Availability:

Available only within the range of the Company's radio switch communications capability.

Applicable:

To customers who are eligible for service under Rate Schedules GS-1, GST-1, GSD-1, or GSDT-1 who have standby generation that will allow facility demand reduction at the request of the Company. The customer's Standby Generation Capacity calculation must be at least 50 kW in order to remain eligible for the rate. Customers cannot be on this rate schedule and also the General Service Load Management (GSLM-1) rate schedule. Not applicable to Net Metering customers. Customers cannot use the standby generation for peak shaving.

Limitation of Service:

Operation of the customer's equipment will occur at the Company's request. Power to the facility from the Company will normally remain as back up power for the standby generation. The Customer will be given fifteen (15) minutes to initiate the demand reduction before the capacity calculation (see Definitions) is impacted.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

The rates and all other terms and conditions of Company Rate Schedules GS-1, GST-1, GSD-1 or GSDT-1 (whichever shall otherwise be applicable) shall be applicable to service under this rate schedule, subject to the following:

**GSLM-2 MONTHLY CREDIT AMOUNT
 STANDBY GENERATION**

<u>Credit</u>	<u>Cumulative Fiscal Year Hours</u>
$\$3.60 \times C + \$0.05^1 \times \text{kWh monthly}$	$0 \leq \text{CRH} \leq 200$
$\$4.32 \times C + \$0.05^1 \times \text{kWh monthly}$	$200 < \text{CRH}$

Immediately upon going on the rate, the customer's Capacity (C) is set to a value equivalent to the load the customer's standby generator carries during testing observed by the Customer and a Company representative. The C will remain at that value until the equipment is requested to run by the Company. The C for that month and subsequent months will be a calculated value based upon the following formula:

$$C = \frac{\text{kWh annual}}{[\text{CAH} - (\# \text{ of Requests} \times \frac{1}{4} \text{ hour})]}$$

Definitions:

kWh annual = Actual measured kWh generated by the standby generator during the previous twelve (12) months during Company control periods (rolling total).

CAH = Cumulative hours requested by the Company for the standby generation to operate for the previous twelve (12) months (rolling total).

CRH = Cumulative standby generator running hours during request periods of the Company for the current fiscal year (the fiscal year begins on the month the customer goes on the GSLM-2 rate).

of Requests = The cumulative number of times the Company has requested the standby generation to be operated for the previous twelve (12) months (rolling total).

kWh monthly = Actual measured kWh generated by the standby generator for the current month during Company control periods.

¹ This \$ per kWh rate represents an incentive credit to support Customer O&M associated with run time requested by the Company. **PEF DEF** will periodically review this incentive rate and request changes as deemed appropriate.

(Continued on Page No. 2)

RATE SCHEDULE GSLM-2
GENERAL SERVICE LOAD MANAGEMENT – STANDBY GENERATION
(Continued from Page No. 1)

Schedules:

Requests by the Company for the customer to reduce facility demand by operation of the standby generation can occur at any time during the day. The GSLM-2 will not be operated more than twice each day with the total operation not exceeding twelve (12) hours. Under extreme emergency conditions, the Company may request the Customer to voluntarily operate their standby generation for longer than twelve (12) hours a day.

Special Provisions:

1. The Company shall be allowed reasonable access to the customer's premises to install, maintain, inspect, test and remove the equipment associated with this rate.
2. Prior to the installation of the equipment, the Company may inspect the customer's electrical equipment (including standby generator) to ensure good repair and working condition, but the Company shall not be responsible for the repair or maintenance of the electrical equipment (including standby generator). The Company may, at its option, require a commercial energy audit as a prerequisite to receiving service under this rate. The audit may be used to establish or confirm equipment capacity, operating hours, or to determine the ability of the Company to control electric demand.
3. If the Company determines that the equipment installed as part of this rate by the Company has been tampered with, the Company may discontinue service under this rate and bill the customer for prior credits received under this rate for that fiscal year.



**RATE SCHEDULE CS-1
 CURTAILABLE GENERAL SERVICE**
 (Closed to New Customers as of 04/16/96)

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes where the customer agrees during a period of requested curtailment to curtail as a minimum the greater of: (a) 25 kW or (b) 25% of their average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection for twelve (12) months).

Character of Service:

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

Limitation of Service:

Standby or resale service not permitted hereunder. Curtailable service under this rate schedule is not subject to curtailment during any time period for economic reasons. Curtailable service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to curtailable loads except under the conditions set forth in Special Provision No. 6 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 75.96
Primary Metering Voltage:	\$ 210.93
Transmission Metering Voltage:	\$ 787.26

Demand Charge:

\$ 7.37 per kW of Billing Demand

Plus the Cost Recovery Factors on a \$/ kW basis
 in Rate Schedule BA-1, *Billing Adjustments*:

See Sheet No. 6.105 and 6.106

Curtable Demand Credit:

\$ 3.74 per kW of Curtable Demand

Energy Charge:

Non-Fuel Energy Charge: 1.346¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis
 in Rate Schedule BA-1, *Billing Adjustments*,
 except for the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.99 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)



**RATE SCHEDULE CS-1
 CURTAILABLE GENERAL SERVICE**
 (Closed to New Customers as of 04/16/96)
 (Continued from Page No. 1)

Determination of Billing Demand:

The billing demand shall be the maximum 30-minute kW demand established during the current billing period.

Determination of Curtailable Demand:

The Curtailable Demand shall be the difference, if any, between the current Billing Demand and the contract Non-Curtailable Demand determined in accordance with Special Provision No. 2 of this rate. In no event shall the Curtailable Demand be less than zero.

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$0.36 per kW of Billing Demand
For Transmission Delivery Voltage:	\$1.35 per kW of Billing Demand

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 26¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 26¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be for a minimum initial term of two (2) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

(Continued on Page No. 3)

RATE SCHEDULE CS-1
CURTAILABLE GENERAL SERVICE
(Closed to New Customers as of 04/16/96)
(Continued from Page No. 2)

Special Provisions:

1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment would not be deemed to exist while such energy remains available.
2. Under the provisions of this rate, the Company will require a contract with the customer upon the Company's filed standard contract Form No. 2. An initial Non-Curtailable Demand shall be specified in the contract and shall be based on specifications for power requirements supplied to the Company. (Note: the initial contract Non-Curtailable Demand cannot be set any greater than 75% of the customer's average monthly billing demand in accordance with the Applicable Clause of this rate schedule). The contract Non-Curtailable Demand shall be reestablished under the following conditions:
 - (a) If a change in the customer's power requirements occurs, the Company and the customer shall establish a new contract Non-Curtailable Demand.
 - (b) If the customer establishes a demand higher than the contract Non-Curtailable demand during any period of requested curtailment in the billing period, such higher demand shall become the contract Non-Curtailable Demand effective with the next billing period. In addition, Special Provision No. 5 is applicable.
 - (c) If the customer establishes a demand lower than the contract Non-Curtailable demand during all periods of requested curtailment in the billing period, such lower demand upon request by the customer shall become the contract Non-Curtailable Demand effective with the next billing period.
 - (d) If the customer's contract Non-Curtailable Demand exceeds 75% of the customer's average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection of twelve (12) months), the contract Non-Curtailable Demand shall be set equal to 75% of the customer's average monthly billing demand effective with the current billing period. A re-establishment of the customer's contract Non-Curtailable Demand under this condition shall supersede any other establishment.
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of his power requirements to no more than his contract Non-Curtailable Demand upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
4. A customer will be deemed to have complied with their curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment does not exceed his contract Non-Curtailable Demand.
5. If the maximum 30-minute kW demand established during a requested curtailment in the billing period exceeds the customer's contract Non-Curtailable Demand, the customer will be billed the following additional charge for all billing periods from the most recent prior billing period of requested curtailment through the current billing period, not to exceed a total of twelve (12) billing periods:

1.25 times the difference in Demand and Energy Charges which would result under Rate Schedule GSD-1 and those Demand and Energy Charges calculated under this rate schedule. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.

Continued on Page 4

RATE SCHEDULE CS-1
CURTAILABLE GENERAL SERVICE
(Closed to New Customers as of 04/16/96)
(Continued from Page No. 3)

Special Provisions: (Continued)

6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with curtailable loads used during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods to no more than their established Non-Curtailable Demand pursuant to the third paragraph of these provisions.

In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3, SS-2 and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to no more than the customer's Non-Curtailable Demand will be required for the remainder of such period.

In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and does not exceed his Non-Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of any additional cost of such energy.

7. If the customer increases his power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% times the installed cost of such additional equipment.
9. Customers taking service under this curtailable rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives waiver of this Special Provision No. 9 from the Florida Public Service Commission.
10. Where all or a part of the facilities of a customer receiving service under this rate schedule are designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster, the Company shall not curtail service to the customer during such periods; provided however, that the Company receives notice of the facilities' use as a public shelter sufficiently in advance to permit the deactivation of automatic devices.



**RATE SCHEDULE CS-2
 CURTAILABLE GENERAL SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes where the billing demand is 500 kW or more, and where the customer agrees to curtail 25% of their average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection for twelve (12) months).

Character of Service:

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

Limitation of Service:

Standby or resale service is not permitted hereunder. Curtailable service under this rate schedule is not subject to curtailment during any time period for economic reasons. Curtailable service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to curtailable loads except under the conditions set forth in Special Provision No. 6 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 75.96
Primary Metering Voltage:	\$ 210.93
Transmission Metering Voltage:	\$ 787.26

Demand Charge:

\$ 7.37 per kW of Billing Demand

Plus the Cost Recovery Factors on a \$/ kW basis
 in Rate Schedule BA-1, *Billing Adjustments*:

See Sheet No. 6.105 and 6.106

Curtable Demand Credit:

\$ 6.53 per kW of Load Factor Adjusted Demand

Energy Charge:

Non-Fuel Energy Charge: 1.346¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis
 in Rate Schedule BA-1, *Billing Adjustments*,
 except for the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.99 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)



**RATE SCHEDULE CS-2
 CURTAILABLE GENERAL SERVICE**
 (Continued from Page No. 1)

Determination of Billing Demand:

The billing demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 500 kW.

Determination of Load Factor Adjusted Demand:

The Load Factor Adjusted Demand shall be the difference, if any, between the maximum 30-minute kW demand established during the current billing period and the contract Non-Curtailable Demand determined in accordance with Special Provision No. 2 of this rate, multiplied by the customer's billing load factor (ratio of billing kWh to maximum 30-minute kW demand, multiplied by the number of hours in the billing period). In no event shall the Curtailable Demand be less than zero.

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$0.36 per kW of Billing Demand
For Transmission Delivery Voltage:	\$1.35 per kW of Billing Demand

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

Bills computed under the above rate per month charges will be increased 26¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 26¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate shall be for a minimum initial term of two (2) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

(Continued on Page No. 3)

RATE SCHEDULE CS-2
CURTAILABLE GENERAL SERVICE
(Continued from Page No. 2)**Special Provisions:**

1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
2. Under the provisions of this rate, the Company will require a contract with the customer upon the Company's filed standard contract Form No. 2. An initial Non-Curtailable Demand shall be specified in the contract and shall be based on specifications for power requirements supplied to the Company. (Note: the initial contract Non-Curtailable Demand cannot be set any greater than 75% of the customer's average monthly billing demand in accordance with the Applicable Clause of this rate schedule). The contract Non-Curtailable Demand shall be re-established under the following conditions:
 - (a) If a change in the customer's power requirements occurs, the Company and the customer shall establish a new contract Non-Curtailable Demand.
 - (b) If the customer establishes a demand higher than the contract Non-Curtailable demand during any period of requested curtailment in the billing period, such higher demand shall become the contract Non-Curtailable Demand effective with the next billing period. In addition, Special Provision No. 5 is applicable.
 - (c) If the customer establishes a demand lower than the contract Non-Curtailable demand during all periods of requested curtailment in the billing period, such lower demand upon request by the customer shall become the contract Non-Curtailable Demand effective with the next billing period.
 - (d) If the customer's contract Non-Curtailable Demand exceeds 75% of the customer's average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection of twelve (12) months), the contract Non-Curtailable Demand shall be set equal to 75% of the customer's average monthly billing demand effective with the current billing period. A re-establishment of the customer's contract Non-Curtailable Demand under this condition shall supersede any other establishment.
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of his power requirements to no more than his contract Non-Curtailable Demand upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
4. A customer will be deemed to have complied with his curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment does not exceed his contract Non-Curtailable Demand.
5. If the maximum 30-minute kW demand established during a requested curtailment in the billing period exceeds the customer's contract Non-Curtailable Demand, the customer will be billed the following additional charge for all billing periods from the most recent prior billing period of requested curtailment through the current billing period, not to exceed a total of twelve (12) billing periods:

1.25 times the difference in Demand and Energy Charges which would result under Rate Schedule GSD-1 and those Demand and Energy Charges calculated under this rate schedule plus the difference between ECCR, CCR and ECRC of this rate schedule and GSD-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.

(Continued on Page No. 4)

**RATE SCHEDULE CS-2
CURTAILABLE GENERAL SERVICE**
(Continued from Page No. 3)**Special Provisions: (Continued)**

6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with curtailable loads used during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods to no more than their established Non-Curtailable Demand pursuant to the third paragraph of these provisions.

In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CST-2, CS-3, CST-3, SS-2 and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to no more than the customer's Non-Curtailable Demand will be required for the remainder of such period.

In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and does not exceed his Non-Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of any additional cost of such energy.

7. If the customer increases his power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% times the installed cost of such additional equipment.
9. Customers taking service under this curtailable rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
10. Service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster.
11. Any customer who established a billing demand of less than 500 kW in any of the 12 billing periods ~~preceeding~~proceeding May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 9 of this rate.



**RATE SCHEDULE CS-3
 CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes where the billing demand is 2,000 kW or more (based on most recent twelve (12) months or, where not available, projected billing demand for twelve (12) months), and where the customer agrees to curtail its demand by a fixed contractual amount of not less than 2,000 kW upon request of the Company in accordance with the provisions of this rate schedule.

Character of Service:

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

Limitation of Service:

Standby or resale service is not permitted hereunder. Service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. Service under this rate schedule is not subject to curtailment for economic reasons. The Company will not make off-system purchases during such curtailment periods to maintain service hereunder except as set forth in Special Provision No. 6 below.

Service under this rate is subject to the "General Rules and Regulations Governing Electric Service" contained in Section IV of the Company's currently effective and filed retail tariff.

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 75.96
Primary Metering Voltage:	\$ 210.93
Transmission Metering Voltage:	\$ 787.26

Demand Charge: \$ 7.37 per kW of Billing Demand

Plus the Cost Recovery Factors on a \$/ kW basis
 in Rate Schedule BA-1, *Billing Adjustments*: See Sheet No. 6.105 and 6.106

Curtable Demand Credit: \$ 6.53 per kW of Fixed Curtable Demand

Energy Charge:

Non-Fuel Energy Charge: 1.346¢ per kW

Plus the Cost Recovery Factors on a ¢/ kWh basis
 in Rate Schedule BA-1, *Billing Adjustments*,
 except for the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where the customer receives Premium Distribution Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer, including, all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.99 per kW for the cost of reserving capacity in the alternate distribution circuit.

Determination of Billing Demand:

The billing demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 2,000 kW.

Deliver Voltage Credit:

When a customer takes service under this rate schedule at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$0.36 per kW of Billing Demand
For Transmission Delivery Voltage:	\$1.35 per kW of Billing Demand

(Continued on Page No. 2)

**RATE SCHEDULE CS-3
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
(Continued from Page No. 1)**

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor Adjustment:

Bills computed under the above rate per month charges will be increased 26¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 26¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be for a minimum initial term of two (2) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

Special Provisions:

- As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
- As a condition for service under this rate schedule, a customer is required to enter into a contract with the Company on the Company's filed standard contract Form No. 2. An initial Fixed Curtailable Demand of at least 2,000 kW shall be specified in the contract, which may be re-established under the following conditions:
 - If a change in the customer's power requirements occurs, the Company and the customer may establish a new Fixed Curtailable Demand.
 - If the customer fails to reduce load by the Fixed Curtailable Demand for the duration of any period of requested curtailment, the lowest measured load reduction achieved during such period shall become the Fixed Curtailable Demand effective with the next billing period following the period of requested curtailment. In addition, Special Provision No. 5 is applicable.
 - If the customer establishes a demand reduction larger than the Fixed Curtailable Demand for the duration of each period of requested curtailment occurring within a billing period, upon request by the customer, the lowest of the demand reductions achieved during each such period shall become the Fixed Curtailable Demand effective with the next billing period.
- As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of its load by at least the Fixed Curtailable Demand upon each curtailment request from the Company. Such requests will be made during those periods specified under Limitation of Service above. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of such limitations.

(Continued on Page No. 3)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning – Florida Javier J. Portuondo, Director Rates & Regulatory Strategy – FL

EFFECTIVE: January 1, 2013 April 29, 2013

RATE SCHEDULE CS-3
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
(Continued from Page No. 2)

Special Provisions: (Continued)

4. A customer will be deemed to have complied with its curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment is lower than what the customer's maximum 30-minute kW demand would otherwise have been during the period of requested curtailment by at least the Fixed Curtailable Demand defined in Special Provision No. 2. This will be determined by the Company using the customer's load data of similar day, time and weather conditions where a curtailment was not requested.
5. If a customer has not complied with its curtailment responsibility during a period of requested curtailment, the customer will be billed the following additional charge for all billing periods following the previous period of requested curtailment through the billing period in which such non-compliance occurred, not to exceed a total of twelve (12) billing periods:

125% of the difference in Demand and Energy Charges which would have resulted under Rate Schedule GSD-1 and those Demand and Energy Charges calculated under this rate schedule, plus the difference between ECCR, CCR and ECRC of this rate schedule and GSD-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.

6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with curtailable loads used during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods at least their Fixed Curtailable Demand pursuant to the third paragraph of these provisions.

In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CST-3, SS-2, and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to at least the customer's Fixed Curtailable Demand will be required for the remainder of such period.

In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and curtails by at least its Fixed Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of the additional cost of such energy.

7. If the customer increases its power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% times the installed cost of such additional equipment.
9. Customers taking non-firm service under this rate schedule who desire to transfer to a rate schedule providing firm service will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the notice.
10. Service under this rate is not available if all or a part of the customer's load serves a facility designated by an appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster



**RATE SCHEDULE CST-1
 CURTAILABLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**
 (Closed to New Customers as of 04/16/96)

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of customers otherwise eligible for service under Rate Schedule CS-1, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

Character of Service:

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

Limitation of Service:

Standby or resale service not permitted hereunder. Curtailable Service under this rate schedule is not subject to curtailment during any time period for economic reasons. Curtailable Service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to curtailable loads except under the conditions set forth in Special Provision No. 6 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 75.96
Primary Metering Voltage:	\$ 210.93
Transmission Metering Voltage:	\$ 787.26

Demand Charges:

Base Demand Charge:	\$ 1.10 per kW of Base Demand
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Plus the Cost Recovery Factors on a \$/ kW basis
 in Rate Schedule BA-1, *Billing Adjustments*: See Sheet No. 6.105 and 6.106

On-Peak Demand Charge:	\$ 6.22 per kW of On-Peak Demand
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Curtailable Demand Credit:	\$ 3.74 per kW of Curtailable Demand
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Energy Charge:

Non-Fuel Energy Charge:	2.470¢ per On-Peak kWh 0.742¢ per Off-Peak kWh
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Plus the Cost Recovery Factors on a ¢/ kWh basis
 in Rate Schedule BA-1, *Billing Adjustments*,
 except for the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.99 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)



**RATE SCHEDULE CST-1
 CURTAILABLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**
 (Closed to New Customers as of 04/16/96)
 (Continued from Page No. 1)

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,
 Monday through Friday *: 6:00 a.m. to 10:00 a.m. and
 6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October,
 Monday through Friday*: 12:00 Noon to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

Determination of Billing Demands:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current billing period.
- (b) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

Determination of Curtailable Demand:

The Curtailable Demand shall be the difference, if any, between the current On-Peak Demand and the contract Non-Curtailable Demand determined in accordance with Special Provision No. 2 of this rate. In no event shall the Curtailable Demand be less than zero.

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Base Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$0.36 per kW of Billing Demand
For Transmission Delivery Voltage:	\$1.35 per kW of Billing Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charges, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

Bills computed under the above rate per month charges will be increased 26¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 26 ¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106

(Continued on Page No. 3)



**RATE SCHEDULE CST-1
CURTAILABLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE**
(Closed to New Customers as of 04/16/96)
(Continued from Page No. 2)

Additional Charges: (Continued)

Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

For customers electing to take service hereunder in lieu of the otherwise applicable Rate Schedule CS-1, the term of service requirements under this optional rate schedule shall be the same as that required under Rate Schedule CS-1 provided, however, at a given location the customer shall have the right during the initial term of service to transfer to the otherwise applicable Rate Schedule CS-1 at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.

Special Provisions:

1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
2. Under the provisions of this rate, the Company will require a contract with the customer upon the Company's filed standard contract Form No. 2. An initial Non-Curtailable Demand shall be specified in the contract and shall be based on specifications for power requirements supplied to the Company. (Note: the initial contract Non-Curtailable Demand cannot be set any greater than 75% of the customer's average monthly billing demand in accordance with the Applicable Clause of Rate Schedule CS-1). The contract Non-Curtailable Demand shall be re-established under the following conditions:
 - (a) If a change in the customer's power requirements occurs, the Company and the customer shall establish a new contract Non-Curtailable Demand.
 - (b) If the customer establishes a demand higher than the contract Non-Curtailable Demand during any period of requested curtailment in the billing period, such higher demand shall become the contract Non-Curtailable Demand effective with the next billing period. In addition, Special Provision No. 5 is applicable.
 - (c) If the customer establishes a demand lower than the contract Non-Curtailable Demand during all periods of requested curtailment in the billing period, such lower demand upon request by the customer shall become the contract Non-Curtailable Demand effective with the next billing period.

(Continued on Page No. 4)

ISSUED BY: Mark A. Myers, Vice President, Finance Javier J. Portuondo, Director Rates & Regulatory Strategy – FL

EFFECTIVE: October 1, 2003 April 29, 2013

RATE SCHEDULE CST-1
CURTAILABLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE
(Closed to New Customers as of 04/16/96)
(Continued from Page No. 3)

Special Provisions: (Continued)

- (d) If the customer's contract Non-Curtailable Demand exceeds 75% of the customer's average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection of twelve (12) months), the contract Non-Curtailable Demand shall be set equal to 75% of the customer's average monthly billing demand effective with the current billing period. A re-establishment of the customer's contract Non-Curtailable Demand under this condition shall supersede any other establishment.
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of his power requirements to no more than his contract Non-Curtailable Demand upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
 4. A customer will be deemed to have complied with his curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment does not exceed his contract Non-Curtailable Demand.
 5. If the maximum 30-minute kW demand established during a requested curtailment in the billing period exceeds the customer's contract Non-Curtailable Demand, the customer will be billed the following additional charge for all billing periods from the most recent prior billing period of requested curtailment through the current billing period, not to exceed a total of twelve (12) billing periods:
 - 1.25 times the difference in Demand and Energy Charges which would result under Rate Schedule GSDT-1 and those Demand and Energy Charges calculated under this rate schedule. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.
 6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with curtailable loads used during these periods will be subject to additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods to no more than their established Non-Curtailable Demand pursuant to the third paragraph of these provisions.

In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3, SS-2 and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to no more than the customer's Non-Curtailable Demand will be required for the remainder of such period.

In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and does not exceed his Non-Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of any additional cost of such purchased energy.
 7. If the customer increases his power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
 8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install, and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% times the installed cost of such additional equipment.

RATE SCHEDULE CST-1
CURTAILABLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE
(Closed to New Customers as of 04/16/96)
(Continued from Page No. 4)

Special Provisions: (Continued)

9. Customers taking service under this curtailable rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives waiver of this Special Provision No. 9 from the Florida Public Service Commission.
10. Where all or part of the facilities of a customer receiving service under this rate schedule are designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster, the Company shall not curtail service to the customer during such periods; provided however, that the Company receives notice of the facilities use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.



**RATE SCHEDULE CST-2
CURTAILABLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of customers otherwise eligible for service under Rate Schedule CS-2, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

Character of Service:

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

Limitation of Service:

Standby or resale service is not permitted hereunder. Curtailable service under this rate schedule is not subject to curtailment during any time period for economic reasons. Curtailable service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to curtailable loads except under the conditions set forth in Special Provision No. 6 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 75.96
Primary Metering Voltage:	\$ 210.93
Transmission Metering Voltage:	\$ 787.26

Demand Charges:

Base Demand Charge:	\$ 1.10 per kW of Base Demand
Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, <i>Billing Adjustments</i> :	See Sheet No. 6.105 and 6.106
On-Peak Demand Charge:	\$ 6.22 per kW of On-Peak Demand

Curtailable Demand Credit: \$ 6.53 per kW of Load Factor Adjusted Demand

Energy Charge:

Non-Fuel Energy Charge:	2.470¢ per On-Peak kWh 0.742¢ per Off-Peak kWh
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Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.99 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)



**RATE SCHEDULE CST-2
 CURTAILABLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**

(Continued from Page No. 1)

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,
 Monday through Friday *: 6:00 a.m. to 10:00 a.m. and
 6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October,
 Monday through Friday*: 12:00 Noon to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

Determination of Billing Demands:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 500 kW.
- (b) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

Determination of Load Factor Adjusted Demand:

The Load Factor Adjusted Demand shall be the difference, if any, between the maximum 30-minute kW demand established during the current billing period and the contract Non-Curtailable Demand determined in accordance with Special Provision No. 2 of this rate, multiplied by the customer's billing load factor (ratio of billing kWh to maximum 30-minute kW demand, multiplied by the number of hours in the billing period). In no event shall the Curtailable Demand be less than zero.

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Base Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$0.36 per kW of Billing Demand
For Transmission Delivery Voltage:	\$1.35 per kW of Billing Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charges, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

Bills computed under the above rate per month charges will be increased 26¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 26¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106

(Continued on Page No. 3)

RATE SCHEDULE CST-2
CURTAILABLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE
(Continued from Page No. 2)**Additional Charges: (Continued)**

Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

For customers electing to take service hereunder in lieu of the otherwise applicable Rate Schedule CS-2, the term of service requirements under this optional rate schedule shall be the same as that required under Rate Schedule CS-2 provided, however, at a given location the customer shall have the right during the initial term of service to transfer to the otherwise applicable Rate Schedule CS-2 at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.

Special Provisions:

1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
2. Under the provisions of this rate, the Company will require a contract with the customer upon the Company's filed standard contract Form No. 2. An initial Non-Curtailable Demand shall be specified in the contract and shall be based on specifications for power requirements supplied to the Company. (Note: the initial contract Non-Curtailable Demand cannot be set any greater than 75% of the customer's average monthly billing demand in accordance with the Applicable Clause of Rate Schedule CS-2). The contract Non-Curtailable Demand shall be re-established under the following conditions:
 - (a) If a change in the customer's power requirements occurs, the Company and the customer shall establish a new contract Non-Curtailable Demand.
 - (b) If the customer establishes a demand higher than the contract Non-Curtailable demand during any period of requested curtailment in the billing period, such higher demand shall become the contract Non-Curtailable Demand effective with the next billing period. In addition, Special Provision No. 5 is applicable.
 - (c) If the customer establishes a demand lower than the contract Non-Curtailable Demand during all periods of requested curtailment in the billing period, such lower demand upon request by the customer shall become the contract Non-Curtailable Demand effective with the next billing period.

(Continued on Page No. 4)

RATE SCHEDULE CST-2
CURTAILABLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE
(Continued from Page No. 3)

Special Provisions: (Continued)

- (d) If the customer's contract Non-Curtailable Demand exceeds 75% of the customer's average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection of twelve (12) months), the contract Non-Curtailable Demand shall be set equal to 75% of the customer's average monthly billing demand effective with the current billing period. A re-establishment of the customer's contract Non-Curtailable Demand under this condition shall supersede any other establishment.
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of his power requirements to no more than his contract Non-Curtailable Demand upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
 4. A customer will be deemed to have complied with his curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment does not exceed his contract Non-Curtailable Demand.
 5. If the maximum 30-minute kW demand established during a requested curtailment in the billing period exceeds the customer's contract Non-Curtailable Demand, the customer will be billed the following additional charge for all billing periods from the most recent prior billing period of requested curtailment through the current billing period, not to exceed a total of twelve (12) billing periods:
1.25 times the difference in Demand and Energy Charges which would result under Rate Schedule GSDT-1 and those Demand and Energy Charges calculated under this rate schedule plus the difference between ECCR, CCR and ECRC of this rate schedule and GSDT-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.
 6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with curtailable loads used during these periods will be subject to additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods to no more than their established Non-Curtailable Demand pursuant to the third paragraph of these provisions.

In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CS-3, CST-3 SS-2, and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to no more than the customer's Non-Curtailable Demand will be required for the remainder of such period.

In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and does not exceed his Non-Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of any additional cost of such purchased energy.
 7. If the customer increases their power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
 8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install, and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% times the installed cost of such additional equipment.
 9. Customers taking service under this curtailable rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
 10. Service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use at a public shelter during periods of emergency or natural disaster.
 11. Any customer who established a Base billing demand of less than 500 kW in any of the 12 billing periods proceeding May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 9 of this rate.



**RATE SCHEDULE CST-3
 CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
 OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer otherwise eligible for service under Rate Schedule CS-3, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

Character of Service:

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

Limitation of Service:

Standby or resale service is not permitted hereunder. Service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments, or b) supply emergency interchange service to another utility for its firm load obligations only. Service under this rate schedule is not subject to curtailment for economic reasons. The Company will not make off-system purchases during such curtailment periods to maintain service hereunder except as set forth in Special Provision No. 6 below.

Service under this rate is subject to the "General Rules and Regulations Governing Electric Service" contained in Section IV of the Company's currently effective and filed retail tariff.

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 75.96
Primary Metering Voltage:	\$ 210.93
Transmission Metering Voltage:	\$ 787.26

Demand Charges:

Base Demand Charge:	\$ 1.10 per kW of Base Demand
Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, <i>Billing Adjustments</i> :	See Sheet No. 6.105 and 6.106
On-Peak Demand Charge:	\$ 6.22 per kW of On-Peak Demand

Curtable Demand Credit:

\$ 6.53 per kW of Fixed Curtable Demand

Energy Charge:

Non-Fuel Energy Charge:	2.470¢ per On-Peak kWh 0.742¢ per Off-Peak kWh
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Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where the customer receives Premium Distribution Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including, all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.99 per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

For the calendar months of November through March, Monday through Friday*:	6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.
For the calendar months of April through October, Monday through Friday*:	12:00 Noon to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. In the event the holiday occurs on a Saturday or Sunday, the following Monday shall be excluded from the On-Peak Periods.

Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

(Continued on Page No. 2)



**RATE SCHEDULE CST-3
 CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
 OPTIONAL TIME OF USE RATE
 (Continued from Page No. 1)**

Determination of Billing Demand:

The Base Demand for billing purposes shall be the maximum 30-minute kW demand established during the current billing period, but not less than **2,000 kW**.

The On-Peak Demand for billing purposes shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

Delivery Voltage Credit:

When a customer takes service under this rate schedule at a delivery voltage above standard distribution secondary voltage, the Base Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$ 0.36 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.35 per kW of Billing Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Curtailable Demand Credit, and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor Adjustment:

Bills computed under the above rate per month charges will be increased 26¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 26¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be for a minimum initial term of two (2) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

Special Provisions:

- As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.

(Continued on Page No. 3)

**‘RATE SCHEDULE CST-3
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
OPTIONAL TIME OF USE RATE
(Continued from Page No. 2)**

Special Provisions: (Continued)

2. As a condition for service under this rate schedule, a customer is required to enter into a contract with the Company on the Company's filed standard contract Form No. 2. An initial Fixed Curtailable Demand of at least 2,000 kW shall be specified in the contract, which may be re-established under the following conditions:
 - (a) If a change in the customer's power requirements occurs, the Company and the customer may establish a new Fixed Curtailable Demand of at least 2,000 kW.
 - (b) If the customer fails to reduce load by the Fixed Curtailable Demand for the duration of any period of requested curtailment, the lowest measured load reduction achieved during such period, but not less than 2,000 kW, shall become the Fixed Curtailable Demand effective with the next billing period following the period of requested curtailment. In addition, Special Provision No. 5 is applicable.
 - (c) If the customer establishes a demand reduction larger than the Fixed Curtailable Demand for the duration of each period of requested curtailment occurring within a billing period, upon request by the customer, the lowest of the demand reductions achieved during each such period shall become the Fixed Curtailable Demand effective with the next billing period.
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of its load by at least the Fixed Curtailable Demand upon each curtailment request from the Company. Such requests will be made during those periods specified under Limitation of Service above. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of such limitations.
4. A customer will be deemed to have complied with its curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment is lower than what the customer's maximum 30-minute kW demand would otherwise have been during the period of requested curtailment by at least the Fixed Curtailable Demand defined in Special Provision No. 2. This will be determined by the Company using customer's load data of similar day, time and weather conditions where a curtailment was not requested.
5. If a customer has not complied with its curtailment responsibility during a period of requested curtailment, the customer will be billed the following additional charge for all billing periods following the previous period of requested curtailment through the billing period in which such non-compliance occurred, not to exceed a total of twelve (12) billing periods:

125% of the difference in Demand and Energy Charges which would have resulted under Rate Schedule GSDT-1 and those Demand and Energy Charges calculated under this rate schedule, plus the difference between ECCR, CCR and ECRC of this rate schedule and GSDT-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.
6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with curtailable loads used during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods to at least their Fixed Curtailable Demand pursuant to the third paragraph of these provisions.

In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, SS-2 and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to at least the customer's Fixed Curtailable Demand will be required for the remainder of such period.

In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and curtails by at least its Fixed Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of the additional cost of such energy.
7. If the customer increases its power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.

(Continued on Page No. 4)

ISSUED BY: ~~Lori J. Cross, Manager, Utility Regulatory Planning – Florida~~ Javier J. Portuondo, Director Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2013~~ April 29, 2013

RATE SCHEDULE CST-3
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND
OPTIONAL TIME OF USE RATE
(Continued from Page No. 3)

Special Provisions: (Continued)

8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% times the installed cost of such additional equipment.
9. Customers taking non-firm service under this rate schedule who desire to transfer to a rate schedule providing firm service will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the notice.
10. Service under this rate is not available if all or a part of the customer's load serves a facility designated by an appropriate governmental agency for use at a public shelter during periods of emergency or natural disaster.



**RATE SCHEDULE IS-1
 INTERRUPTIBLE GENERAL SERVICE**
 (Closed to New Customers as of 04/16/96)

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, for light and power purposes where service may be interrupted by the Company.

Character of Service:

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

Limitation of Service:

Standby or resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 4 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 278.95
Primary Metering Voltage:	\$ 413.94
Transmission Metering Voltage:	\$ 990.26

Demand Charge:

	\$ 6.24 per kW of Billing Demand
Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, <i>Billing Adjustments</i> :	See Sheet No. 6.105 and 6.106

Interruptible Demand Credit:

	\$ 4.99 per kW of Billing Demand
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Energy Charge:

Non-Fuel Energy Charge:	0.902¢ per kWh
Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, <i>Billing Adjustments</i> , except for the Fuel Cost Recovery Factor:	See Sheet No. 6.105 and 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 5 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.99 per kW for the cost of reserving capacity in the alternate distribution circuit.

Determination of Billing Demand:

The Billing Demand shall be the maximum 30-minute kW demand established during the billing period.

Delivery Voltage Credit:

When a customer takes service under this rate schedule at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$0.36 per kW of Billing Demand
For Transmission Delivery Voltage:	\$1.35 per kW of Billing Demand

(Continued on Page No. 2)



**RATE SCHEDULE IS-1
 INTERRUPTIBLE GENERAL SERVICE**
 (Closed to New Customers as of 04/16/96)
 (Continued from Page No. 1)

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Interruptible Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

For customers with measured demands of 1,000 kW or more for three (3) of more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 26¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 26¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be for a minimum initial term of five (5) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

Special Provisions:

1. When the customer increases the electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
2. Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required equipment (metering, under-frequency relay, etc.) will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.
3. The Company may, under the provisions of this rate, at its option, require a special contract with the customer upon the Company's filed contract form.
4. The Company will attempt to minimize interruption hereunder by purchasing power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. When the Company is successful in making such purchases, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3, SS-2 and SS-3 during the corresponding calendar month.

(Continued on Page No. 3)

ISSUED BY: ~~Lori J. Cross, Manager, Utility Regulatory Planning - Florida~~ Javier J. Portuondo, Director Rates & Regulatory Strategy - FL

EFFECTIVE: ~~January 1, 2013~~ April 29, 2013

RATE SCHEDULE IS-1
INTERRUPTIBLE GENERAL SERVICE
(Closed to New Customers as of 04/16/96)
(Continued from Page No. 2)

Special Provisions: (Continued)

In the event a customer elects to interrupt irrespective of the availability of additional energy purchased by the Company during the period for which interruption would have otherwise occurred, the customer will incur no responsibility for the payment of any additional cost of such energy.

5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
7. Where all or a part of the facilities of a customer receiving service under this rate schedule are designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster, the Company shall not interrupt service to the customer during such periods; provided however, that the Company receives notice of the facilities use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.



**RATE SCHEDULE IS-2
 INTERRUPTIBLE GENERAL SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicability:

Applicable to customers, other than residential, for light and power purposes where the billing demand is 500 kW or more, and where service may be interrupted by the Company. For customer accounts established under this rate schedule after June 3, 2003, service is limited to premises at which an interruption of electric service will primarily affect only the customer, its employees, agents, lessees, tenants or business guests, and will not significantly affect members of the general public, nor interfere with functions performed for the protection of public health or safety. Examples of premises at which service under this rate schedule may not be provided, unless adequate on-site backup generation is available, include, but are not limited to: retail businesses, offices, and governmental facilities open to members of the general public, stores, hotels, motels, convention centers, theme parks, schools, hospitals and health care facilities, designated public shelters, detention and correctional facilities, police and fire stations, and other similar facilities.

Character of Service:

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

Limitation of Service:

Standby or resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 4 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 278.95
Primary Metering Voltage:	\$ 413.94
Transmission Metering Voltage:	\$ 990.26

Demand Charge:

\$ 6.24 per kW of Billing Demand	
Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, <i>Billing Adjustments</i> :	See Sheet No. 6.105 and 6.106

Interruptible Demand Credit:

\$ 8.70 per kW of Load Factor Adjusted Demand

Energy Charge:

Non-Fuel Energy Charge:	0.902¢ per kWh
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Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, <i>Billing Adjustments</i> , except for the Fuel Cost Recovery Factor:	See Sheet No. 6.105 and 6.106
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Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 5 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.99 per kW for the cost of reserving capacity in the alternate distribution circuit.

Determination of Billing Demand:

The Billing Demand shall be the maximum 30-minute kW demand established during the billing period, but not less than 500 kW.

Determination of Load Factor Adjusted Demand:

The Load Factor Adjusted Demand shall be the product of the maximum 30-minute kW demand established during the current billing period and the customer's billing load factor (ratio of billing kWh to maximum 30-minute kW demand times the number of hours in the billing period).

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$0.36 per kW of Billing Demand
For Transmission Delivery Voltage:	\$1.35 per kW of Billing Demand

(Continued on Page No. 2)

ISSUED BY: ~~Lori J. Cross, Manager, Utility Regulatory Planning – Florida~~ ~~Javier J. Portuondo, Director Rates & Regulatory Strategy – FL~~

EFFECTIVE: ~~January 1, 2013~~ April 29, 2013



**RATE SCHEDULE IS-2
 INTERRUPTIBLE GENERAL SERVICE**
 (Continued from Page No. 1)

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Interruptible Demand Credit, and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

Bills computed under the above rate per month charges will be increased 26¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 26¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be for a minimum initial term of five (5) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

Special Provisions:

- When the customer increases the electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
- Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required equipment (metering, under-frequency relay, etc.) will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation. Before commencement of service under this rate, the Company shall exercise an interruption for purposes of testing its equipment. The Company shall also have the right to exercise at least one additional interruption each calendar year irrespective of capacity availability or operating conditions. The Company will give the customer notice of the test.
- The Company may, under the provisions of this rate, at its option, require a special contract with the customer upon the Company's filed contract form.
- The Company will attempt to minimize interruption hereunder by purchasing power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. When the Company is successful in making such purchases, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IST-2, CS-2, CST-2, CS-3, CST-3, SS-2 and SS-3 during the corresponding calendar month.

(Continued on Page No. 3)

ISSUED BY: ~~Lori J. Cross, Manager, Utility Regulatory Planning – Florida~~ ~~Javier J. Portuondo, Director Rates & Regulatory Strategy – FL~~

EFFECTIVE: ~~January 1, 2013~~ April 29, 2013

RATE SCHEDULE IS-2
INTERRUPTIBLE GENERAL SERVICE
(Continued from Page No. 2)**Special Provisions: (Continued)**

In the event a customer elects to interrupt irrespective of the availability of additional energy purchased by the Company during the period for which interruption would have otherwise occurred, the customer will incur no responsibility for the payment of any additional cost of such energy.

5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
7. Service under this rate is not available if all of a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster
8. Any customer who established a billing demand of less than 500 kW in any of the 12 billing periods proceeding May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 6 of this rate.



**RATE SCHEDULE IST-1
 INTERRUPTIBLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**
 (Closed to New Customers as of 04/16/96)

Availability:

Available throughout the entire territory served by the Company.

Applicable:

At the option of customers otherwise eligible for service under Rate Schedule IS-1, provided that the total electric load requirements at each point of delivery are measured through one meter.

Character of Service:

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

Limitation of Service:

Standby or resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 4 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 278.95
Primary Metering Voltage:	\$ 413.94
Transmission Metering Voltage:	\$ 990.26

Demand Charge:

Base Demand Charge:	\$ 0.99 per kW of Base Demand
Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, <i>Billing Adjustments</i> :	See Sheet No. 6.105 and 6.106

On-Peak Demand Charge: \$ 5.46 per kW of On-Peak Demand

Interruptible Demand Credit:

\$ 4.99 per kW of On-Peak Demand

Energy Charge:

Non-Fuel Energy Charge:	1.264¢ per On-Peak kWh 0.737¢ per Off-Peak kWh
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Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy used during designated On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 5 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.99 per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,
Monday through Friday*: 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October,
Monday through Friday*: 12:00 Noon to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Period.

(Continued on Page No. 2)



**RATE SCHEDULE IST-1
 INTERRUPTIBLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**
 (Closed to New Customers as of 04/16/96)
 (Continued from Page No. 1)

Rating Periods: (Continued)

(b) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

Determination of Billing Demands:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current billing period.
- (b) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Base Demand charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$0.36 per kW of Billing Demand
For Transmission Delivery Voltage:	\$1.35 per kW of Billing Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Interruptible Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 26¢ for each KVAR by which the reactive demand exceeds numerically, .62 times the measured kW demand, and will be decreased 26¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

(Continued on Page No. 3)

**RATE SCHEDULE IST-1
INTERRUPTIBLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE**
(Closed to New Customers as of 04/16/96)
(Continued from Page No. 2)

Term of Service:

For customers electing to take service hereunder in lieu of the otherwise applicable Rate Schedule IS-1, the term of service requirements under this optional rate schedule shall be the same as that required under Rate Schedule IS-1 provided, however, at a given location the customer shall have the right during the initial term of service to transfer to the otherwise applicable Rate Schedule IS-1 at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.

Special Provisions:

1. When the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
2. Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required equipment (metering, under frequency relay, etc.) will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.
3. The Company may, under the provisions of this rate, at its option, require a special contract with the customer upon the Company's filed contract form.
4. The Company will attempt to minimize interruption hereunder by purchasing power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. When the Company is successful in making such purchases, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3, SS-2, and SS-3 during the corresponding calendar month.

In the event a customer elects to interrupt irrespective of the availability of additional energy purchased by the Company during the period for which interruption would have otherwise occurred, the customer will incur no responsibility for the payment of any additional cost of such energy.

5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
7. Where all or a part of the facilities of a customer receiving service under this rate schedule are designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster, the Company shall not interrupt service to the customer during such periods; provided however, that the Company receives notice of the facilities' use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.



**RATE SCHEDULE IST-2
 INTERRUPTIBLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**

Availability:

Available throughout the entire territory served by the Company.

Applicability:

At the option of the customer, applicable to customers otherwise eligible for service under Rate Schedule IS-2, where the billing demand is 500 kW or more, provided that the total electric requirements at each point of delivery are measured through one meter. For customer accounts established under this rate schedule after June 3, 2003, service is limited to premises at which an interruption of electric service will primarily affect only the customer, its employees, agents, lessees, tenants, or business guests, and will not significantly affect members of the general public, nor interfere with functions performed for the protection of public health or safety. Examples of premises at which service under this rate schedule may not be provided, unless adequate on-site backup generation is available, include, but are not limited to: retail businesses, offices, and governmental facilities open to members of the general public, stores, hotels, motels, convention centers, theme parks, schools, hospitals and health care facilities, designated public shelters, detention and correctional facilities, police and fire stations, and other similar facilities.

Character of Service:

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

Limitation of Service:

Standby or resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments, or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 4 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Secondary Metering Voltage:	\$ 278.95
Primary Metering Voltage:	\$ 413.94
Transmission Metering Voltage:	\$ 990.26

Demand Charge:

Base Demand Charge:	\$ 0.99 per kW of Base Demand
Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, <i>Billing Adjustments</i> :	See Sheet No. 6.105 and 6.106
On-Peak Demand Charge:	\$ 5.46 per kW of On-Peak Demand
Interruptible Demand Credit:	\$ 8.70 per kW of Load Factor Adjusted Demand

Energy Charge:

Non-Fuel Energy Charge:	1.264¢ per On-Peak kWh 0.737¢ per Off-Peak kWh
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Plus the Cost Recovery Factors on a ¢/ kWh basis
in Rate Schedule BA-1, *Billing Adjustments*,
except for the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy used during designated On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 5 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit. In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.99 per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,
Monday through Friday*: 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October,
Monday through Friday*: 12:00 Noon to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

Continued on Page No. 2)



**RATE SCHEDULE IST-2
 INTERRUPTIBLE GENERAL SERVICE
 OPTIONAL TIME OF USE RATE**
 (Continued from Page No. 1)

Rating Periods: (Continued)

(b) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

Determination of Billing Demands:

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 500 kW.
- (b) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

Determination of Load Factor Adjusted Demand:

The Load Factor Adjusted Demand shall be the product of the maximum 30-minute kW demand established during the current billing period and the customer's billing load factor (ratio of billing kWh to maximum 30-minute kW demand times the number of hours in the billing period).

Delivery Voltage Credit:

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Base Demand charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$0.36 per kW of Billing Demand
For Transmission Delivery Voltage:	\$1.35 per kW of Billing Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charges, Interruptible Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

Power Factor:

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 26¢ for each KVAR by which the reactive demand exceeds numerically, .62 times the measured kW demand, and will be decreased 26¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

(Continued on Page No. 3)

RATE SCHEDULE IST-2
INTERRUPTIBLE GENERAL SERVICE
OPTIONAL TIME OF USE RATE
(Continued from Page No. 2)**Term of Service:**

For customers electing to take service hereunder in lieu of the otherwise applicable Rate Schedule IS-2, the term of service requirements under this optional rate schedule shall be the same as that required under Rate Schedule IS-2 provided, however, at a given location the customer shall have the right during the initial term of service to transfer to the otherwise applicable Rate Schedule IS-2 at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.

Special Provisions:

1. When the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
2. Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required equipment (metering, under frequency relay, etc.) will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation. Before commencement of service under this rate, the Company shall exercise an interruption for purposes of testing its equipment. The Company shall also have the right to exercise at least one additional interruption each calendar year irrespective of capacity available or operating conditions. The Company will give the customer notice of the test.
3. The Company may, under the provisions of this rate, at its option, require a special contract with the customer upon the Company's filed contract form.
4. The Company will attempt to minimize interruption hereunder by purchasing power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. When the Company is successful in making such purchases, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, CS-2, CST-2, CS-3, CST-3, SS-2, and SS-3 during the corresponding calendar month.

In the event a customer elects to interrupt irrespective of the availability of additional energy purchased by the Company during the period for which interruption would have otherwise occurred, the customer will incur no responsibility for the payment of any additional cost of such energy.

5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
7. Service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster.
8. Any customer who established a billing demand of less than 500 kW in any of the 12 billing periods proceeding May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 6 of this rate.



**RATE SCHEDULE LS-1
 LIGHTING SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer for the sole purpose of lighting roadways or other outdoor land use areas; served from either Company or customer owned fixtures of the type available under this rate schedule. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party.

Character of Service:

Continuous dusk to dawn automatically controlled lighting service (i.e. photoelectric cell); alternating current, 60 cycle, single phase, at the Company's standard voltage available.

Limitation of Service:

Availability of certain fixture or pole types at a location may be restricted due to accessibility.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

Rate Per Month:

Customer Charge:

Unmetered: \$ 1.19 per line of billing
 Metered: \$ 3.42 per line of billing

Energy and Demand Charge:

Non-Fuel Energy Charge: 1.933¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

Per Unit Charges:

I. Fixtures:

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
Incandescent: ¹							
110	Roadway	1,000	105	32	\$1.03	\$4.07	\$0.62
115	Roadway	2,500	205	66	1.61	3.67	1.28
170	Post Top	2,500	205	72	20.39	3.67	1.39
Mercury Vapor: ¹							
205	Open Bottom	4,000	100	44	\$2.55	\$1.80	\$0.85
210	Roadway	4,000	100	44	2.95	1.80	0.85
215	Post Top	4,000	100	44	3.47	1.80	0.85
220	Roadway	8,000	175	71	3.34	1.77	1.37
225	Open Bottom	8,000	175	71	2.50	1.77	1.37
235	Roadway	21,000	400	158	4.04	1.81	3.05
240	Roadway	62,000	1,000	386	5.29	1.78	7.46
245	Flood	21,000	400	158	5.29	1.81	3.05
250	Flood	62,000	1,000	386	6.20	1.78	7.46

(Continued on Page No. 2)



RATE SCHEDULE LS-1
 LIGHTING SERVICE
 (Continued from Page No. 1)

I. Fixtures: (Continued)

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
Sodium Vapor:							
300	HPS Deco Rdwy White	50,000	400	168	\$14.73	\$1.61	\$3.25
301	Sandpiper HPS Deco Roadway	27,500	250	104	13.81	1.72	2.01
302	Sandpiper HPS Deco Rdwy Blk	9,500	100	42	14.73	1.58	0.81
305	Open Bottom ¹	4,000	50	21	2.54	2.04	0.41
310	Roadway ¹	4,000	50	21	3.12	2.04	0.41
313	Open Bottom ¹	6,500	70	29	4.19	2.05	0.56
314	Hometown II	9,500	100	42	4.08	1.72	0.81
315	Post Top - Colonial/Contemp ¹	4,000	50	21	5.04	2.04	0.41
316	Colonial Post Top ¹	4,000	50	34	4.05	2.04	0.66
318	Post Top ¹	9,500	100	42	2.50	1.72	0.81
320	Roadway-Overhead Only	9,500	100	42	3.64	1.72	0.81
321	Deco Post Top - Monticello	9,500	100	49	12.17	1.72	0.95
322	Deco Post Top - Flagler	9,500	100	49	16.48	1.72	0.95
323	Roadway-Turtle OH Only	9,500	100	42	4.32	1.72	0.81
325	Roadway-Overhead Only	16,000	150	65	3.78	1.75	1.26
326	Deco Post Top - Sanibel	9,500	100	49	18.16	1.72	0.95
330	Roadway-Overhead Only	22,000	200	87	3.64	1.83	1.68
335	Roadway-Overhead Only	27,500	250	104	4.16	1.72	2.01
336	Roadway-Bridge ¹	27,500	250	104	6.74	1.72	2.01
337	Roadway-DOT ¹	27,500	250	104	5.87	1.72	2.01
338	Deco Roadway-Maitland	27,500	250	104	9.62	1.72	2.01
340	Roadway-Overhead Only	50,000	400	169	5.03	1.76	3.27
341	HPS Flood-City of Sebring only ¹	16,000	150	65	4.06	1.75	1.26
342	Roadway-Tumpike ¹	50,000	400	168	8.95	1.76	3.25
343	Roadway-Tumpike ¹	27,500	250	108	9.12	1.72	2.09
345	Flood-Overhead Only	27,500	250	103	5.21	1.72	1.99
347	Clermont	9,500	100	49	20.65	1.72	0.95
348	Clermont	27,500	250	104	22.65	1.72	2.01
350	Flood-Overhead Only	50,000	400	170	5.19	1.76	3.29
351	Underground Roadway	9,500	100	42	6.22	1.72	0.81
352	Underground Roadway	16,000	150	65	7.58	1.75	1.26
354	Underground Roadway	27,500	250	108	8.10	1.72	2.09
356	Underground Roadway	50,000	400	168	8.69	1.76	3.25
357	Underground Flood	27,500	250	108	9.36	1.72	2.09
358	Underground Flood ¹	50,000	400	168	9.49	1.76	3.25
359	Underground Turtle Roadway	9,500	100	42	6.09	1.72	0.81
360	Deco Roadway Rectangular ¹	9,500	100	47	12.53	1.72	0.91
365	Deco Roadway Rectangular	27,500	250	108	11.89	1.72	2.09
366	Deco Roadway Rectangular	50,000	400	168	12.00	1.76	3.25
370	Deco Roadway Round ¹	27,500	250	108	15.41	1.72	2.09
375	Deco Roadway Round ¹	50,000	400	168	15.42	1.76	3.25
380	Deco Post Top - Ocala	9,500	100	49	8.78	1.72	0.95
381	Deco Post Top ¹	9,500	100	49	4.05	1.72	0.95
383	Deco Post Top-Biscayne	9,500	100	49	14.17	1.72	0.95
385	Deco Post Top - Sebring	9,500	100	49	6.75	1.72	0.95
393	Deco Post Top ¹	4,000	50	21	8.72	2.04	0.41
394	Deco Post Top ¹	9,500	100	49	18.16	1.72	0.95

(Continued on Page No. 3)



**RATE SCHEDULE LS-1
 LIGHTING SERVICE**
 (Continued from Page No. 2)

I. Fixtures: (Continued)

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
Metal Halide:							
307	Deco Post Top-MH Sanibel P	11,600	150	65	\$16.85	\$2.68	\$1.26
308	Clermont Tear Drop P	11,600	150	65	19.91	2.68	1.26
309	MH Deco Rectangular P	36,000	320	126	13.07	2.74	2.44
311	MH Deco Cube P	36,000	320	126	15.98	2.74	2.44
312	MH Flood P	36,000	320	126	10.55	2.74	2.44
319	MH Post Top Biscayne P	11,600	150	65	15.24	2.68	1.26
327	Deco Post Top-MH Sanibel ¹	12,000	175	74	18.39	2.72	1.43
349	Clermont Tear Drop ¹	12,000	175	74	21.73	2.72	1.43
371	MH Deco Rectangular ¹	38,000	400	159	14.26	2.84	3.07
372	MH Deco Circular ¹	38,000	400	159	16.70	2.84	3.07
373	MH Deco Rectangular ⁵	110,000	1,000	378	15.30	2.96	7.31
386	MH Flood ⁵	110,000	1,000	378	13.17	2.96	7.31
389	MH Flood-Sportslighter ⁵	110,000	1,000	378	13.01	2.96	7.31
390	MH Deco Cube ¹	38,000	400	159	17.44	2.84	3.07
396	Deco PT MH Sanibel Dual ⁵	24,000	350	148	33.73	5.43	2.86
397	MH Post Top-Biscayne	12,000	175	74	14.98	2.72	1.43
398	MH Deco Cube ⁵	110,000	1,000	378	20.34	2.96	7.31
399	MH Flood	38,000	400	159	11.51	2.84	3.07
LED:							
325	LED Roadway	6,000	95	33	\$16.93	\$2.43	\$0.64
326	LED Roadway	9,600	157	55	20.07	2.43	1.06
330	LED Shoebox Type 3	20,664	309	108	41.08	2.84	2.09
335	LED Shoebox Type 4	14,421	206	72	32.59	2.84	1.39
336	LED Shoebox Type 5	14,421	206	72	31.65	2.84	1.39

(Continued on Page No. 4)



RATE SCHEDULE LS-1
 LIGHTING SERVICE
 (Continued from Page No. 3)

II. POLES

BILLING TYPE	DESCRIPTION	CHARGE PER UNIT
404	35' Deco Concrete – Mariner	\$22.35
405	Concrete, 30/35'	5.05
406	16' Deco Conc – Single Sanibel	11.70
407	16' Decon Conc – Double Sanibel	12.61
408	26' Aluminum DOT Style Pole	45.92
409	36' Aluminum DOT Style Pole	54.80
410	Concrete, 15' ¹	2.31
411	16' Octagonal Conc ¹	2.18
412	32' Octagonal Deco Concrete	16.29
413	25' Tenon Top Concrete	11.84
415	Concrete, Curved ¹	4.77
420	Wood, 30/35'	2.17
425	Wood, 14' Laminated ¹	2.38
428	Deco Fiberglass, 35', Bronze, Reinforced ¹	19.11
429	Deco Fiberglass, 41', Bronze, Reinforced ¹	31.54
430	Fiberglass, 14', Black ¹	2.51
431	Deco Fiberglass, 41', Bronze ¹	17.18
432	Deco Fiberglass, 35', Bronze, Anchor Base ¹	27.49
433	Deco Fiberglass, 35', Bronze ¹	13.60
434	Deco Fiberglass, 20', Black, Deco Base ¹	12.47
435	Aluminum, Type A ¹	6.59
436	Deco Fiberglass, 16', Black, Fluted ¹	19.50
437	Fiberglass, 16', Black, Fluted, Dual Mount ¹	21.94
438	Deco Fiberglass, 20', Black ¹	5.85
439	Black Fiberglass 16'	19.78
440	Aluminum, Type B ¹	7.33
445	Aluminum, Type C ¹	14.33
446	Deco Fiberglass, 30', Bronze ¹	11.57
447	Deco Fiberglass, 35', Silver, Anchor Base ¹	21.40
448	Deco Fiberglass, 41', Silver	18.00
449	Deco Fiberglass, 16', Black, Fluted, Anchor Base ¹	17.35
450	Concrete, 1/2 Special	1.75
455	Steel, Type A ¹	4.11
460	Steel, Type B ¹	4.41
465	Steel, Type C ¹	6.17
466	16' Deco Con Vic II – Dual Mount	18.06
467	16' Deco Conc Washington – Dual	25.87
468	16' Deco Conc Colonial – Dual Mount	13.35
469	35' Tenon Top Quad Flood Mount	13.63
470	45' Tenon Top Quad Flood Mount	18.90
471	22' Deco Concrete	14.99
472	22' Deco Conc Single Sanibel	16.03
473	22' Deco Conc Double Sanibel	17.26
474	22' Deco Conc Double Mount	18.74
476	25' Tenon Top Bronze Concrete	17.54
477	30' Tenon Top Bronze Concrete	18.70
478	35' Tenon Top Bronze Concrete	20.14
479	41' Tenon Top Bronze Concrete	24.33
480	Wood, 40/45'	5.25
481	30' Tenon Top Concrete, Single Flood Mount	10.06
482	30' Tenon Top Conc, Double Flood Mount/Includes Bracket	12.29
483	46' Tenon Top Conc, Triple Flood Mount/Includes Bracket	18.80
484	46' Tenon Top Conc, Double Flood Mount/Includes Bracket	18.50
485	Concrete, 40/45'	10.19
486	Tenon Style Concrete 46' Single Flood Mount	15.31
487	35' Tenon Top Conc, Triple Flood Mount/Includes Bracket	13.53
488	35' Tenon Top Conc, Double Flood Mount/Includes Bracket	13.23
489	35' Tenon Top Concrete, Single Flood Mount	11.00
490	Special Concrete 13' ¹	17.39
491	30' Tenon Top Conc, Triple Flood Mount/Includes Bracket	12.60
492	16' Smooth Decorative Concrete/The Colonial	8.99
493	19' White Aluminum ¹	25.87
494	46' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	16.27
495	Dual Mount 20' Fiberglass ¹	10.84
496	30' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	12.44
497	16' Decorative Concrete w/decorative base/The Washington	21.77
498	35' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	13.37
499	16' Decorative Concrete-Vic II	13.07

(Continued on Page No. 5)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning – Florida Javier J. Portuondo, Director Rates & Regulatory Strategy – FL

EFFECTIVE: March 8, 2011 April 29, 2013



**RATE SCHEDULE LS-1
 LIGHTING SERVICE**
 (Continued from Page No. 4)

III. Additional Facilities

BILLING TYPE

Electrical Pole Receptacle ⁴

401	Single	\$3.00 per unit
402	Double	\$3.90 per unit

Notes to Per Unit Charges:

- (1) Restricted to existing installations.
- (2) Lumens output may vary with lamp configuration and age. Wattage ratings do not include ballast losses.
- (3) Shown for information only. Energy charges are billed by applying the foregoing energy and demand charges to the total monthly kWh.
- (4) Electric use permitted only during the period of October through January, only on poles designated by the Company. Energy charged separately.
- (5) Special applications only.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the sum of the Customer Charge and applicable Fixture, Maintenance and Pole Charges.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Terms of Service:

Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination. Upon early termination of service under this schedule, the customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.

Special Provisions:

1. The customer shall execute a contract on the Company's standard filed contract form for service under this rate schedule.
2. Where the Company provides a fixture or pole type other than those listed above, the monthly charges, as applicable shall be computed as follows:
 - I. Fixture
 - (a) Fixture Charge: 1.59% of the Company's average installed cost.
 - (b) Maintenance Charge: The Company's estimated cost of maintaining fixture.
 - II. Pole
 - Pole Charge: 1.82% of installed cost.
3. The customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the customer for damage.
4. Maintenance Service for customer-owned fixtures at charges stated hereunder shall be restricted to fixtures being maintained as of November 1, 1992. For additional requests of the Company to perform maintenance of customer-owned fixtures, the Company may consider providing such service and bill the customer in accordance with the Company's policy related to "Work Performed for the Public."

(Continued on Page No. 6)

RATE SCHEDULE LS-1
LIGHTING SERVICE
(Continued from Page No. 5)**Special Provisions: (Continued)**

5. kWh consumption for Company-owned fixtures shall be estimated in lieu of installing meters. kWh estimates will be made using the following formula:

$$\text{kWh} = \frac{\text{Unit Wattage (including ballast losses)} \times 350 \text{ hours per month}}{1,000}$$

6. kWh consumption for customer-owned fixtures shall be metered. Installation of customer-owned lighting facilities shall be provided for by the customer. The Company may consider installing customer owned lighting facilities and will bill the customer in accordance with the Company's policy related to "Work Performed for the Public." Any costs incurred by the Company to provide for consolidation of existing lighting facilities for the purpose of metering shall be at the customer's expense.
7. No Pole Charge shall be applicable for a fixture installed on a company-owned pole which is utilized for other general electrical distribution purposes.
8. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
9. For a fixture type restricted to existing installations and requiring major renovation or replacement, the fixture shall be replaced by an available similar non-restricted fixture of the customer's choosing and the customer shall commence being billed at its appropriate rate. Where the customer requests the continued use of the same fixture type for appearance reasons, the Company will attempt to provide such fixture and the customer shall commence being billed at a rate determined in accordance with Special Provision No. 2 for the cost of the renovated or replaced fixture.
10. The customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.
11. After December 31, 1998, all new leased lighting shall be installed on poles owned by the Company.
12. Alterations to leased lighting facilities requested by the customer after date of installation (i.e. redirect, install shields, etc.), will be billed to the customer in accordance with the Company's policy related to "Work Performed for the Public".
13. Service for street or area lighting is normally provided from existing distribution facilities. Where suitable distribution facilities do not exist, it will be the customer's responsibility to pay for necessary additional facilities. Refer to Section III, paragraph 3.01 of the Company's General Rules and Regulations Governing Electric Service to determine the Contribution in Aid of Construction owed by the customer.
14. Requests for exchanging facilities, upgrades, relocations, removals etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

**RATE SCHEDULE SS-1
FIRM STANDBY SERVICE****Availability:**

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, having on-site generating equipment and requesting firm standby service. A customer requesting firm standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load and (3) is operated for other than emergency and test purposes.

Character of Service:

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

Limitation of Service:

Resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

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.

"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.

"Supplemental 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.

"Otherwise Applicable Rate Schedule" refers to the rate schedule under which the customer would have received service if the customer had no self-generation.

Determination of Standby Service Requirements:

The customer may elect either of the following two options for determination of standby service requirements:

Option A:

1. The customer shall provide the Company within three (3) days of the end of the billing period the following information for each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation:
 - (a) Amount of load in kW ordinarily supplied by customer's generation.
 - (b) Amount of load reduction in kW, if any, as a direct result of customer's generation outage.

(Continued on Page No. 2)

**RATE SCHEDULE SS-1
FIRM STANDBY SERVICE**
(Continued from Page No. 1)**Determination of Standby Service Requirements: (Continued)****Option A: (Continued)**

- For each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation, the standby power amount shall be determined in accordance with the following formula:

Standby power in kW =

Amount of load in kW ordinarily supplied by customer's generation,

Minus customer's generation output in kW,

Minus amount of load reduction in kW as a direct result of customer's generation outage.

Note: In no event shall standby power amount be less than zero.

- For each 30-minute time interval of non-outages of the customer's generation, the standby power is zero amount.

Option B:

- A determination of the customer's standby power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Standby power in kW =

Specified Maximum Self-Service Generating Capability in kW,

Less a Specified Amount of Load Reduction in kW, if any, that directly results from an outage of the customer's generation,

Minus customer's generation output in kW.

Note: In no event shall standby power amount be less than zero, nor shall standby power amount exceed the total amount of company-supplied power.

- Initially, the customer and the Company shall mutually agree upon the customer's Specified Maximum Self-Service Generating Capability. Whenever the Specified Maximum Self-Service Generating Capability is exceeded by a higher amount of actual self-service generation, such greater amount becomes the new specified amount. The customer and the Company shall also mutually agree upon a Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation. Where a bona fide change in the customer's generation facilities occurs, the Company and the customer shall agree upon a new Specified Maximum Self-Service Generating Capability and a new Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation.

Determination of Supplemental Service Requirements:

A determination of the customer's supplemental power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Supplemental Power in kW =

Total Company-Supplied Power in kW,

Minus Standby Power in kW.

(Continued on Page No. 3)



**RATE SCHEDULE SS-1
 FIRM STANDBY SERVICE**
 (Continued from Page No. 2)

Determination of Specified Standby Capacity:

1. Initially, the customer and the Company shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Company. This shall be termed for billing purposes as the "Specified Standby Capacity".
2. Where a bona fide change in the customer's standby capacity requirement occurs, the Company and the customer shall establish a new Specified Standby Capacity.
3. The Specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 30-minute kW standby power requirement established in the current billing month, or (3) the maximum 30-minute kW standby power requirement established in any of the twenty-three (23) preceding billing months.

Rate Per Month:

1. Customer Charge:

Secondary Metering Voltage:	\$ 100.71
Primary Metering Voltage:	\$ 235.69
Transmission Metering Voltage:	\$ 812.02

Note: Where the Customer has paid the costs of metering equipment pursuant to a Cogeneration Agreement, the Customer Charge shall be \$81.21.

2. Supplemental Service Charges:

All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.

3. Standby Service Charges:

A. Distribution Capacity:

\$1.80 per kW times the Specified Standby Capacity.

Note: No charge is applicable to a customer who has provided all the facilities for interconnection to the Company's transmission system.

B. Generation & Transmission Capacity:

The charge shall be the greater of:

1. \$1.005 per kW times the Specified Standby Capacity or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-Peak Periods times \$0.479/kW times the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
March, April, May, October	0.80
June, September, November, December	1.00
January, February, July, August	1.20

Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, *Billing Adjustments*: See Sheet No. 6.105 and 6.106

C. Energy Charges

Non-Fuel Energy Charge: 0.890¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

(Continued on Page No. 4)



**RATE SCHEDULE SS-1
 FIRM STANDBY SERVICE**
 (Continued from Page No. 3)

Rate Per Month: (Continued)

3. Standby Service Charges: (Continued)

D. Delivery Voltage Credit:

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by 33¢ per kW.

E. Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Distribution Capacity Charge, Generation & Transmission Capacity Charge, Non-Fuel Energy Charge, and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

F. Fuel Cost Recovery Factor:

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

- G. Gross Receipts Tax Factor:** See Sheet No. 6.106
- H. Right-of-Way Utilization Fee:** See Sheet No. 6.106
- I. Municipal Tax:** See Sheet No. 6.106
- J. Sales Tax:** See Sheet No. 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 3 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.92 per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

1. On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- A.** For the calendar months of November through March, Monday through Friday*: 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.
- B.** For the calendar months of April through October, Monday through Friday*: 12:00 Noon to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

2. Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

(Continued on Page No. 5)

**RATE SCHEDULE SS-1
FIRM STANDBY SERVICE**
(Continued from Page No. 4)**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

Special Provisions:

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. Customers taking service under this rate schedule who desire to transfer to firm full requirements service will be required to give the Company written notice at least sixty (60) months prior to such transfer.
3. The Company will furnish service under this rate schedule at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
4. The customer shall allow the Company to install time recording metering on the electrical output of all customer-owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.
5. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.
6. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.
7. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all Company-supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.
8. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.
9. For an amount of load reduction directly resulting from an outage of the customer's generation to be recognized in the determination of standby service requirements, the customer must satisfactorily demonstrate this capability initially and be subject to periodic verification upon request by the Company.
10. If the actual maximum 30-minute standby power supplied by the Company exceeds the prior billing month's Specified Standby Capacity, the customer shall be billed on the excess amount for previous billings rendered up to twelve (12) months under the rate schedule for (1) distribution capacity and (2) generation and transmission capacity, at a rate of 125% of the corresponding standby service charges.
11. When an outage of the customer's generating system is caused by an electrical isolation of the customer due to conditions originating on the Company's system, no standby capacity requirement shall be recognized for billing purposes for the standby power utilized during customer generation restart for a period not exceeding eight (8) hours from time of Company electrical restoration.

**RATE SCHEDULE SS-2
INTERRUPTIBLE STANDBY SERVICE****Availability:**

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, having on-site generating equipment and requesting interruptible standby service. A customer requesting interruptible standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load and (3) is operated for other than emergency and test purposes.

Character of Service:

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

Limitation of Service:

Resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 3 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

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.

"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.

"Supplemental 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.

"Otherwise applicable rate schedule" refers to the rate schedule under which the customer would have received service if the customer had no self-generation.

Determination of Standby Service Requirements:

The customer may elect either of the following two options for determination of standby service requirements:

Option A:

1. The customer shall provide the Company within three (3) days of the end of the billing period the following information for each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation:
 - (a) Amount of load in kW ordinarily supplied by customer's generation.
 - (b) Amount of load reduction in kW, if any, as a direct result of customer's generation outage.

(Continued on Page No. 2)

**RATE SCHEDULE SS-2
INTERRUPTIBLE STANDBY SERVICE**
(Continued from Page No. 1)**Determination of Standby Service Requirements: (Continued)****Option A: (Continued)**

2. For each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation, the standby power amount shall be determined in accordance with the following formula:

Standby power in kW =

Amount of load in kW ordinarily supplied by customer's generation,

Minus customer's generation output in kW,

Minus amount of load reduction in kW as a direct result of customer's generation outage.

Note: In no event shall standby power amount be less than zero.

3. For each 30-minute time interval of non-outages of the customer's generation, the standby power is zero amount.

Option B:

1. A determination of the customer's standby power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Standby power in kW =

Specified Maximum Self-Service Generating Capability in kW,

Less a Specified Amount of Load Reduction in kW, if any, that directly results from an outage of the customer's generation,

Minus customer's generation output in kW.

Note: In no event shall standby power amount be less than zero, nor shall standby power amount exceed the total amount of company-supplied power.

2. Initially, the customer and the Company shall mutually agree upon the customer's Specified Maximum Self-Service Generating Capability. Whenever the Specified Maximum Self-Service Generating Capability is exceeded by a higher amount of actual self-service generation, such greater amount becomes the new specified amount. The customer and the Company shall also mutually agree upon a Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation. Where a bona fide change in the customer's generation facilities occurs, the Company and the customer shall agree upon a new Specified Maximum Self-Service Generating Capability and a new Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation.

Determination of Supplemental Service Requirements:

A determination of the customer's supplemental power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Supplemental Power in kW =

Total Company-Supplied Power in kW,

Minus Standby Power in kW.

(Continued on Page No. 3)



**RATE SCHEDULE SS-2
 INTERRUPTIBLE STANDBY SERVICE**
 (Continued from Page No. 2)

Determination of Specified Standby Capacity:

1. Initially, the customer and the Company shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Company. This shall be termed for billing purposes as the "Specified Standby Capacity".
2. Where a bona fide change in the customer's standby capacity requirement occurs, the Company and the customer shall establish a new Specified Standby Capacity.
3. The Specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 30-minute kW standby power requirement established in the current billing month, or (3) the maximum 30-minute kW standby power requirement established in any of the twenty-three (23) preceding billing months.

Rate Per Month:

1. Customer Charge:

Secondary Metering Voltage:	\$ 303.71
Primary Metering Voltage:	\$ 438.68
Transmission Metering Voltage:	\$ 1,015.02

Note: Where the customer has paid the costs of metering equipment pursuant to a Cogeneration Agreement, the Customer Charge shall be \$284.20.

2. Supplemental Service Charges:

All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.

3. Standby Service Charges:

A. Distribution Capacity:

\$1.80 per kW times the Specified Standby Capacity.

Note: No charge is applicable to a Customer who has provided all the facilities for interconnection to the Company's transmission system.

B. Generation & Transmission Capacity:

The charge shall be the greater of:

1. \$1.005 per kW times the Specified Standby Capacity or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-Peak Periods times \$0.479 kW times the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
March, April, May, October	0.80
June, September, November, December	1.00
January, February, July, August	1.20

Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, *Billing Adjustments*:

See Sheet No. 6.105 and 6.106

C. Interruptible Capacity Credit:

The credit shall be the greater of:

1. \$0.870 per kW times the Specified Standby Capacity, or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-peak periods times \$0.414/kW times the appropriate Billing Month Factor shown in part 3.B. above.

D. Energy Charges:

Non-Fuel Energy Charge: 0.880¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

E. Delivery Voltage Credit:

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by 33¢ per kW.

(Continued on Page No. 4)

**RATE SCHEDULE SS-2
 INTERRUPTIBLE STANDBY SERVICE**
 (Continued from Page No. 3)

Rate Per Month: (Continued)

3. Standby Service Charges: (Continued)

F. Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Distribution Capacity Charge, Generation & Transmission Capacity Charge, Interruptible Capacity Credit, Non-Fuel Energy Charge and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

G. Fuel Cost Recovery Factor:

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

H. Gross Receipts Tax Factor:

See Sheet No. 6.106

I. Right-of-Way Utilization Fee:

See Sheet No. 6.106

J. Municipal Tax:

See Sheet No. 6.106

K. Sales Tax:

See Sheet No. 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 4 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.92 per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

1. On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- A. For the calendar months of November through March,
 Monday through Friday*: 6:00 a.m. to 10:00 a.m. and
 6:00 p.m. to 10:00 p.m.
- B. For the calendar months of April through October,
 Monday through Friday*: 12:00 Noon to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

2. Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at company-designated locations.

Term of Service:

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

Special Provisions:

- 1. When the customer increases the electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
- 2. Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required interruptible equipment will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.

(Continued on Page No. 5)

**RATE SCHEDULE SS-2
INTERRUPTIBLE STANDBY SERVICE**
(Continued from Page No. 4)**Special Provisions: (Continued)**

3. To minimize the frequency and duration of interruptions hereunder, the Company will attempt to purchase power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. When the Company is successful in making such purchases, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3 and SS-3 during the corresponding calendar month.

In the event a customer elects to interrupt irrespective of the availability of additional energy purchased by the Company during the period for which interruption would have otherwise occurred, the customer will incur no responsibility for the payment of any additional cost of such energy.

4. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
5. Customers taking service under this rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives a waiver from the Florida Public Service Commission.
6. The customer shall allow the Company to install time recording metering on the electrical output of all customer-owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance, and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.
7. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.
8. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.
9. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all Company-supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.
10. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.
11. For an amount of load reduction directly resulting from an outage of the customer's generation to be recognized in the determination of standby service requirements, the customer must satisfactorily demonstrate this capability initially and be subject to periodic verification upon request by the Company.
12. If the actual maximum 30-minute standby power supplied by the Company exceeds the prior billing month's Specified Standby Capacity, the customer shall be billed on the excess amount for previous billings rendered up to twelve (12) months under the rate schedule for (1) distribution capacity and (2) generation and transmission capacity, at a rate of 125% of the corresponding standby service charges.

**RATE SCHEDULE SS-3
CURTAILABLE STANDBY SERVICE****Availability:**

Available throughout the entire territory served by the Company.

Applicable:

To any customer, other than residential, having on-site generating equipment and requesting interruptible standby service. A customer requesting interruptible standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load and (3) is operated for other than emergency and test purposes.

Character of Service:

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

Limitation of Service:

Resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 3 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

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.

"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.

"Supplemental 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.

"Otherwise applicable rate schedule" refers to the rate schedule under which the customer would have received service if the customer had no self-generation.

Determination of Standby Service Requirements:

The customer may elect either of the following two options for determination of standby service requirements:

Option A:

1. The customer shall provide the Company within three (3) days of the end of the billing period the following information for each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation:
 - (a) Amount of load in kW ordinarily supplied by customer's generation.
 - (b) Amount of load reduction in kW, if any, as a direct result of customer's generation outage.

(Continued on Page No. 2)

**RATE SCHEDULE SS-3
CURTAILABLE STANDBY SERVICE**
(Continued from Page No. 1)**Determination of Standby Service Requirements: (Continued)****Option A: (Continued)**

2. For each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation, the standby power amount shall be determined in accordance with the following formula:

Standby power in kW =

Amount of load in kW ordinarily supplied by customer's generation,

Minus customer's generation output in kW,

Minus amount of load reduction in kW as a direct result of customer's generation outage.

Note: In no event shall standby power amount be less than zero.

3. For each 30-minute time interval of non-outages of the customer's generation, the standby power is zero amount.

Option B:

1. A determination of the customer's standby power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Standby power in kW =

Specified Maximum Self-Service Generating Capability in kW,

Less a Specified Amount of Load Reduction in kW, if any, that directly results from an outage of the customer's generation,

Minus customer's generation output in kW.

Note: In no event shall standby power amount be less than zero, nor shall standby power amount exceed the total amount of company-supplied power.

2. Initially, the customer and the Company shall mutually agree upon the customer's Specified Maximum Self-Service Generating Capability. Whenever the Specified Maximum Self-Service Generating Capability is exceeded by a higher amount of actual self-service generation, such greater amount becomes the new specified amount. The customer and the Company shall also mutually agree upon a Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation. Where a bona fide change in the customer's generation facilities occurs, the Company and the customer shall agree upon a new Specified Maximum Self-Service Generating Capability and a new Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation.

Determination of Supplemental Service Requirements:

A determination of the customer's supplemental power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Supplemental Power in kW =

Total Company-Supplied Power in kW,

Minus Standby Power in kW.

(Continued on Page No. 3)



**RATE SCHEDULE SS-3
 CURTAILABLE STANDBY SERVICE**
 (Continued from Page No. 2)

Determination of Specified Standby Capacity:

1. Initially, the customer and the Company shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Company. This shall be termed for billing purposes as the "Specified Standby Capacity".
2. Where a bona fide change in the customer's standby capacity requirement occurs, the Company and the customer shall establish a new Specified Standby Capacity.
3. The Specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 30-minute kW standby power requirement established in the current billing month or (3) the maximum 30-minute kW standby power requirement established in any of the twenty-three (23) preceding billing months.

Rate Per Month:

1. Customer Charge:

Secondary Metering Voltage:	\$ 100.71
Primary Metering Voltage:	\$ 235.69
Transmission Metering Voltage:	\$ 812.02

Note: Where the customer has paid the costs of metering equipment pursuant to a Cogeneration Agreement, the Customer Charge shall be \$81.21.

2. Supplemental Service Charges:

All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.

3. Standby Service Charges:

A. Distribution Capacity:

\$1.80 per kW times the Specified Standby Capacity.

Note: No charge is applicable to a customer who has provided all the facilities for interconnection to the Company's transmission system.

B. Generation & Transmission Capacity:

The charge shall be the greater of:

1. \$1.005 per kW times the Specified Standby Capacity or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-Peak Periods times \$0.479/kW times the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
March, April, May, October	0.80
June, September, November, December	1.00
January, February, July, August	1.20

Plus the Cost Recovery Factors on a \$/ kW basis in Rate Schedule BA-1, *Billing Adjustments*:

See Sheet No. 6.105 and 6.106

C. Curtailable Capacity Credit:

The credit shall be the greater of:

1. \$0.653 per kW times the Specified Standby Capacity, or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-peak periods times \$0.311/kW times the appropriate Billing Month Factor shown in part 3.B. above.

D. Energy Charges:

Non-Fuel Energy Charge: 0.883¢ per kWh

Plus the Cost Recovery Factors on a ¢/ kWh basis listed in Rate Schedule BA-1, *Billing Adjustments*, except for the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

E. Delivery Voltage Credit:

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by 33¢ per kW.

(Continued on Page No. 4)



RATE SCHEDULE SS-3
 CURTAILABLE STANDBY SERVICE
 (Continued from Page No. 3)

Rate Per Month: (Continued)

3. Standby Service Charges: (Continued)

F. Metering Voltage Adjustment:

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Distribution Capacity Charge, Generation & Transmission Capacity Charge, Interruptible Capacity Credit, Non-Fuel Energy Charge and Delivery Voltage Credit hereunder:

Metering Voltage	Reduction Factor
Distribution Primary	1.0%
Transmission	2.0%

G. Fuel Cost Recovery Factor:

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

H. Gross Receipts Tax Factor:

See Sheet No. 6.106

I. Right-of-Way Utilization Fee:

See Sheet No. 6.106

J. Municipal Tax:

See Sheet No. 6.106

K. Sales Tax:

See Sheet No. 6.106

Premium Distribution Service Charge:

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 4-2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.92 per kW for the cost of reserving capacity in the alternate distribution circuit.

Rating Periods:

1. On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- A. For the calendar months of November through March,
 Monday through Friday*: 6:00 a.m. to 10:00 a.m. and
 6:00 p.m. to 10:00 p.m.
- B. For the calendar months of April through October,
 Monday through Friday*: 12:00 Noon to 9:00 p.m.

* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

2. Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

(Continued on Page No. 5)

**RATE SCHEDULE SS-3
CURTAILABLE STANDBY SERVICE**
(Continued from Page No. 4)**Special Provisions:**

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% times the installed cost of such additional equipment.
3. As an essential requirement for receiving curtailable service provided under this rate schedule, the customer shall be strictly responsible for the full curtailment of his standby power requirements upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
4. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
5. In the event a customer electing curtailable service has not complied with his curtailment responsibility for any period of requested curtailment during the current billing period, the customer will additionally be billed 125% of the difference in standby rate charges between this rate schedule and that of Rate Schedule SS-1, Firm Standby Service, for each billing period from the current month to the most recent prior billing period in which curtailment was requested, not to exceed a total of twelve (12) billing periods.
6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy used hereunder during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods.

In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption hereunder during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3 and SS-2 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailment will be required for the remainder of such period.

In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and does not exceed his Non-Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of any additional cost of such energy.

(Continued on Page No. 6)

RATE SCHEDULE SS-3
CURTAILABLE STANDBY SERVICE
(Continued from Page No. 5)**Special Provisions: (Continued)**

7. Customers taking service under this rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives a waiver from the Florida Public Service Commission.
8. The customer shall allow the Company to install time recording metering on the electrical output of all customer-owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance, and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.
9. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.
10. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.
11. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all company-supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.
12. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.
13. For an amount of load reduction directly resulting from an outage of the customer's generation to be recognized in the determination of standby service requirements, the customer must satisfactorily demonstrate this capability initially and be subject to periodic verification upon request by the Company.
14. The described procedures herein for determining standby and supplemental requirements may require modification during a period of requested curtailment. In this event all power and energy requirements are considered supplemental to the extent that the total power requirement does not exceed the customer's otherwise maximum 30-minute supplemental demand for the current billing period. Any requirement exceeding this level is considered standby. If this should result in a standby requirement which exceeds the customer's self-generating capability, such excess shall be considered additional supplemental.
15. If the actual maximum 30-minute standby power supplied by the Company exceeds the prior billing month's Specified Standby Capacity, the customer shall be billed on the excess amount for previous billings rendered up to twelve (12) months under the rate schedule for (1) distribution capacity and (2) generation and transmission capacity, at a rate of 125% of the corresponding standby service charges.



**RATE SCHEDULE TS-1
TEMPORARY SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To customers for temporary service such as construction, fairs, displays, exhibits, and similar temporary purposes.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three phase at option of the Company, at the Company's standard voltage available.

Limitation of Service:

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Company's applicable General Service rate schedule.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

As provided for in the applicable rate schedule.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Service under this rate shall be for a minimum initial term of thirty (30) days from the commencement of service and may be extended for thirty- (30) day periods.

Special Provisions:

1. Metering voltage will be at the option of the Company.
2. The Company may under the provisions of this rate, at its option, require a contract with the Customer upon the Company's filed contract form.
3. Where a temporary service extension is required and can be provided by a service drop or connection point to the Company's existing distribution system, the Customer shall pay a service charge of \$227.00 for the cost of installing and removing such temporary service extension.
4. Where line work is required, the Customer shall pay, in advance, the estimated cost of installing and removing such facilities as may be required to provide such temporary service, except the cost of any portion of the facilities which will remain as a part of the permanent service. In addition, the Customer shall deposit with the Company, in advance, a cash sum equal to the estimated charge for energy consumed provided, however, that the Company may waive advance payments if the Customer has established, in the sole judgment of the Company, satisfactory credit.

RESERVED FOR FUTURE USE



**RATE SCHEDULE RSS-1
RESIDENTIAL SEASONAL SERVICE RIDER**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To customers receiving residential service under Rate Schedule RS-1, RSL-1 or RSL-2 that meet the special provisions of this schedule.

Rate Per Month:

Other than as stated below, the otherwise applicable rate schedule for electric service will apply.

Standard Customer Charge	\$ 8.76
Seasonal Customer Charge	\$ 4.58

Seasonal Billing Periods:

The billing months of March through October.

Special Provisions:

1. To qualify for service under this rider, the customer's premise must be occupied each year during a portion of the billing months of November through February and must not be occupied at least three months during the billing months of March through October.
2. The maximum allowable consumption for a seasonal billing period is 210 kWh. However, if the seasonal billing period exceeds 30 days, the maximum allowable consumption is increased by seven (7) kWh per day.
3. If kWh usage during the seasonal billing period is less than or equal to the maximum allowable consumption for the billing period, the seasonal customer charge will apply. For non-seasonal billing months and those seasonal billing months that exceed the allowed maximum allowable consumption, the standard customer charge will apply.
4. All other provisions of the otherwise applicable rate schedule will apply to customers served under this schedule..



**RATE SCHEDULE CISR-1
COMMERCIAL/INDUSTRIAL SERVICE RIDER**

Availability:

Entire service area. This rate schedule is available, at the Company's option, to non-residential customers currently taking firm service or qualified to take firm service under the Company's General Service Rate Schedules. Customers desiring to take service under this rider must make a written request for service. Such request shall be subject to the Company's approval with the Company under no obligation to grant service under this rider. Resale not permitted.

This rider will be closed to further subscription by eligible customers when either of the following conditions has occurred: (1) The total capacity subject to executed Contract Service Arrangements ("CSAs") reaches 300 megawatts of connected load, or (2) The Company has executed twenty-five (25) CSAs with eligible customers under this rider. These limitations on subscription can be removed or revised by the Florida Public Service (Commission) at any time upon good cause having been shown by the Company.

The Company is not authorized by the Commission to offer a CSA under this rate schedule in order to shift existing load currently being served by a Florida electric utility pursuant to a tariff rate schedule on file with the Florida Public Service Commission away from that utility to ~~Progress Energy Florida Inc.~~ Duke Energy Florida, Inc.

Applicable:

Service provided under this optional rider shall be applicable to all, or a portion of the customer's existing or projected electric service requirements which the customer and the Company have determined, but for the application of this rider, would not be served by the Company and which otherwise qualifies for such service under the terms and conditions set forth herein ("Applicable Load"). Two categories of Applicable Load shall be recognized: Retained Load (existing load at an existing location) and New Load (all other Applicable Load).

Applicable Load must be served behind a single meter and must exceed a minimum level of demand determined from the following provisions:

Retained Load: For customers whose highest metered demand in the past 12 months was less than 10,000 KW, the minimum Qualifying Load would be the greater of 500 KW or 20% of the highest metered demand in the past 12 months, or
For customers whose highest metered demand in the past 12 months was greater than or equal to 10,000 KW, the minimum Qualifying Load would be 2,000 KW.

New Load: 500 KW of installed, connected demand.

Any customer receiving service under this Rider must provide the following documentation, the sufficiency of which shall be determined by the Company:

1. Legal attestation by the customer (through an affidavit signed by an authorized representative of the customer) to the effect that, but for the application of this rider to the new or retained load, such load would not be served by the Company;
2. Such documentation as the Company may request demonstrating to the Company's satisfaction that there is a viable lower cost alternative (excluding alternatives in which the Company has an ownership or operating interest) to the customer's taking electric service from the Company; and
3. In the case of existing customer, an agreement to provide the Company with a recent energy audit of the customer's physical facility (the customer may have the audit performed by the Company at no expense to the customer) which provides sufficient detail to provide reliable cost and benefit information on energy efficiency improvements which could be made to reduce the customer's cost of energy in addition to any discounted pricing provided under this rider.

Character of Service:

This optional rider is offered in conjunction with the rates, terms and conditions of the tariff under which the customer takes service and affects the total bill only to the extent that negotiated rates, terms and conditions differ from the rates, terms and conditions of the otherwise applicable rate schedules as provided for under this rider.

(Continued on Page No. 2)



**RATE SCHEDULE CISR-1
COMMERCIAL/INDUSTRIAL SERVICE RIDER**
(Continued from Page No. 1)

Monthly Charges:

Unless specifically noted in this rider or within the CSA, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

Additional Customer Charges:

\$250.00

Demand/Energy Charges:

The negotiable charges under this rider may include the Demand and/or Energy Charges as set forth in the otherwise applicable tariff schedule. The specific charges, or procedure for calculating the charges, under this rider shall be set forth in the negotiated CSA and shall recover all incremental costs the Company incurs in serving the customer plus a contribution to the Company's fixed costs.

Provisions and/or Conditions Associated with Monthly Charges:

Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in the CSA and may be applied during all or a portion of the term of the CSA. These negotiated provisions and/or conditions may include, but are not limited to, a guarantee by the Company to maintain the level of either the Demand and/or Energy charges negotiated under this rider for a specified period, such period not to exceed the term of the CSA.

Service Agreement:

Each customer shall enter into a sole supplier CSA with the Company to purchase the customer's entire requirements for electric service at the service locations set forth in the CSA. For purposes of the CSA "the requirements for electric service" may exclude certain electric service requirements served by the customer's own generation as of the date shown on the CSA. The pricing levels and procedures described within this Agreement, as well as any information supplied by the customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith shall be treated by the Company as confidential, proprietary information. If the Commission or its staff seeks to review any such information that the parties wish to protect from public disclosure, the information shall be provided with a request for confidential classification under the confidentiality rules of the Commission.

The service agreement, its terms and conditions, and the applicability of this rider to any particular customer or specific load shall be subject to the regulations and orders of the Commission.



**RATE SCHEDULE PPS-1
GENERAL SERVICE – PREMIER POWER SERVICE RIDER**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

This Rider is applicable on a voluntary basis to a customer with a minimum measured demand of 50 kW taking service under General Service Rate Schedules GS-1, GST-1, GSD-1, GSDD-1 or GSLM-1 when the customer contracts with the Company to own, install, operate and maintain generation on the customer's premises for the primary purpose of providing a back-up supply of electric service in the event normal electric supply is interrupted. The applicable General Service Rate Schedule with which this Rider is used is modified only as required by the terms hereof.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

Limitation of Service:

Standby or resale service is not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

Monthly Service Payment:

The Monthly Service Payment under this Rider is in addition to the monthly rate determined under the applicable General Service Rate Schedule and other riders, if applicable, and shall be calculated based on the following formula:

$$\text{Monthly Service Payment} = \text{Capital Cost} + \text{Expenses}$$

Where:

Capital Cost equals a carrying cost times the levelized plant investment based upon the estimated installed cost of facilities. The carrying cost includes the cost of capital, reflecting current capital structure and most recent approved return on common equity; income taxes; property taxes; general plant; administrative and general plant-related expenses; and intangible plant. Any replacement cost expected to be incurred during the Contract Period will also be included. Any special equipment installed by the Company that is not necessary to support back-up service to the customer shall not be included in the Monthly Service Payment.

Expenses shall be levelized over the Contract Term and shall include: Company operations and maintenance (O&M) expenses times a carrying cost that is inclusive of administrative and general and labor expenses related to O&M and cash working capital; third-party expenses for operations and maintenance, warranties, or insurance; fuel expense, based upon an estimate of the cost of fuel consumed for normal back-up operation and testing, less a credit based upon the system average cost of fuel and purchased power included in retail tariffs; inventory cost associated with fuel, materials, and supplies times a carrying cost that recovers the cost of capital and income taxes; depreciation expense, adjusted for the estimated salvage value at the end of the Contract Term; deferred income taxes; and customer accounting, customer service and information, program administration, and sales expenses. Any expenses incurred in operating the on-site generation for other than normal back-up operation and testing shall not be included in the Monthly Service Payment.

Installation cost will be recovered over the initial Contract Term. Pricing of capital-related costs and expenses shall be based upon no shorter than 10 years from the equipment's original in-service date and the resulting Monthly Service Payment shall include an upward adjustment for Contract Terms that expire prior to 10 years from this in-service date.

(Continued on Page No. 2)



6.371

**RATE SCHEDULE PPS-1
GENERAL SERVICE – PREMIER POWER SERVICE RIDER**

(Continued from Page No. 1)

Definition of Services:

Services provided under the terms of this Rider shall be provided by an on-site generator supplied by the Company for the purpose of continuing the supply of electricity to the customer's site in the event the normal electric supply is interrupted. In cases where the customer's total electric requirement exceeds the generation capability, the customer shall arrange its electrical requirements to ensure that the electrical requirement to be supplied when normal service is interrupted will not be greater than the generation capacity. The minimum generator capacity supplied by the Company under this rider shall be not less than 50 kW.

The Company shall have the right to operate the on-site generator at all times it deems appropriate, including, but not limited to, for the purposes of testing of the generator to verify that it will operate within required parameters, and dispatching the generator to assist in meeting system demand or for other system benefits. The generator and appropriate transfer switching shall be electrically connected on the Company's side of the billing meter; therefore, billing for generation provided during normal back-up operation and testing shall continue to be billed under the applicable General Service Rate Schedule based on solely upon consumption registered on the Company's billing meter.

Minimum Monthly Bill:

The minimum monthly bill shall be the customer's minimum bill under the applicable General Service Rate Schedule, plus the Monthly Service Payment under this Rider.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

Service under this Rider shall be for the term specified in the Premier Power Service Contract.

Service Contract:

The Company and the customer shall execute a Premier Power Service Contract that will state the amount of the customer's Monthly Service Payment determined in accordance with this Rider, the Contract Term, and other terms and conditions pertinent to providing Premier Power Service.



INDEX OF STANDARD CONTRACT AND OTHER AGREEMENT FORMS

FORM NO	DESCRIPTION	SHEET NO.
Form No. 1	Contract, Form No. 1 (after 11/21/98, applicable only to a Customer who requires this type form be executed for service under Rate Schedule LS-1, Lighting Service. Form No. LS-1HPS shall normally be used for application for service under LS-1).	7.010 - 7.011
Form No. 2	Contract Form No. 2 (applicable when service is provided under Company General Service Rate Schedules and special contract terms or investments in special facilities are required and furnished by the Company to provide service to the Customer).	7.020 - 7.021
IS-2 DISC	Interruptible General Service Rate Schedules IS-2 and IST-2 Risk Disclosure	7.025
CS-2 DISC	Curtailable General Service Rate Schedule CS-2, <u>Curtailable General Service Fixed Curtailable Demand Rate Schedule CS-3</u> , and <u>Curtailable General Service Rate Schedule CST-2</u> , and <u>Curtailable General Service Fixed Curtailable Demand Rate Schedule CST-3</u> Risk Disclosure	7.027
Form No. 5	Contract, Form No. 5 (applicable when a contract is made between the Company and the Customer to cover advances by the Customer for construction).	7.030
DVLP DIST	Agreement for Electric Service Between Progress Energy Corporation <u>Duke Energy Florida, Inc.</u> (the "Utility") and _____ (the "Applicant") (applicable when a developer requests the Company to install a distribution system for a new development).	7.050
PEFI-DEF LSA	Leave Service Active Agreement (applicable to Customers who wish service to be left active on rental units, regardless if they are occupied or not).	7.070 - 7.071
3RD PRT	Request for Third Party Notification (applicable to Customers who request the Company to notify another person that their bill is overdue).	7.090
LS-1	Lighting Service Contract.	7.110 - 7.113
PEFI-DEF TOU	Application for TOU Rate (applicable to Customers requesting time of use rates).	7.120
PEFI-DEF GSLM	Rate Schedule GSLM-1 Customer Agreement (applicable to Customers requesting General Service Load Management).	7.150
MSTR MTR	Standard Letter Agreement (applicable to master metered Customers indicating understanding of rules and regulations affecting resale of electricity).	7.160
EQP RNTL	Standard Letter Agreement (applicable to Customers who request additional facilities at their service location).	7.170
GUAR CNTR	Guarantee Contract (applicable when a third party guarantees payment for another individual's billing).	7.180
STRT LTS	Agreement to Purchase and Sell Street Lighting System and to Furnish and Receive Electric Service	7.190 - 7.192
RES DEP	Residential Deposit Release - Releases current customer's deposit to new customer who then assumes responsibility for all payments of account.	7.220 - 7.221
PWR PAY	Power Pay - Customers bill is automatically paid from their checking account.	7.230
CISR	Contract Service Arrangement for service under the Commercial/Industrial Service Rider.	7.250 - 7.253
PPS	Premier Power Service - Contract signed by the customer requesting backup service through the Premier Power Service rate schedule.	7.270 - 7.273
NMRG - Tier 1	Standard Interconnection Agreement for Tier 1 Customer Owned Renewable Generation	7.310 - 7.313
IC APP -Tier 1	Application for Interconnection for Tier 1 Customer Owned Renewable Generation	7.317-7.317
NMRG - Tier 2	Standard Interconnection Agreement for Tier 2 Customer Owned Renewable Generation	7.320 - 7.323
NMRG - Tier 3	Standard Interconnection Agreement for Tier 3 Customer Owned Renewable Generation	7.330 - 7.333
IC APP -Tier 2,3	Application for Interconnection for Tier 2 and 3 Customer Owned Renewable Generation	7.337-7.337

ISSUED BY: ~~Lori J. Cross, Manager, Utility Regulatory Planning - Florida~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy - FL

EFFECTIVE: ~~October 1, 2008~~ April 29, 2013



Account No. _____

~~PROGRESS ENERGY FLORIDA, INC.-DUKE ENERGY FLORIDA, INC.~~
**AGREEMENT TO FURNISH AND RECEIVE
ELECTRIC SERVICE AND ENERGY**

Form No. 1

THIS AGREEMENT, made this _____ day of _____, 20____,
between _____

herein called "Customer" and ~~PROGRESS ENERGY FLORIDA, INC.-DUKE ENERGY FLORIDA, INC.~~, herein called
"Company";

WITNESSETH:

THAT, in consideration of the terms and covenants herein contained and incorporated herein by reference, the
parties hereto agree as follows:

1. Customer shall receive from and pay Company for electric energy and service at the following location:

_____ for
the operation of _____

under the terms and provisions of Company's applicable Rate No. _____ as the same is on file, from time to
time, with the Florida Public Service Commission;

2. The minimum charge shall be _____

3. The Customer shall pay to the Company an Equipment Rental Charge of _____

_____ (\$ _____) per month for transformers to supply additional voltages and/or additional facilities furnished
by the Company for the use of the Customer, consisting of _____

(Continued on Next Page)



Account No. _____

4. The Customer shall pay to the Company an additional charge of _____
_____ (\$ _____)
per month for special street lighting facilities, consisting of _____

5. This Agreement shall become effective on the _____ day of _____
_____, 20 _____, and shall be in full force and effect for a period of _____
_____ (_____) years and shall continue thereafter until terminated by either party
by written notice sixty (60) days prior to termination;

6. This Agreement shall be binding upon, and extend to, the heirs, or successors and assigns of the
respective parties hereto; and shall not be assigned without prior written consent of Company;

7. This Agreement is to be consummated only by written approval of the Company as required below; no other
contract and no agreement, consideration or stipulation, modifying or changing the tenor hereof, shall be
recognized or binding, unless they are so approved.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed in their names, the day
and year first above written.

Signed, sealed and delivered in the
presence of:

~~PROGRESS ENERGY FLORIDA, INC. — DUKE~~
~~ENERGY FLORIDA, INC.~~

By: _____ (SEAL)

Signed, sealed and delivered in the
presence of:

_____ (SEAL)

_____ (SEAL)



Account No. _____

~~PROGRESS ENERGY FLORIDA, INC.~~ DUKE ENERGY FLORIDA, INC.
AGREEMENT TO FURNISH AND RECEIVE
ELECTRIC SERVICE AND ENERGY

Form No. 2

THIS AGREEMENT, made this _____ day of _____, 20____,
between _____

(hereinafter called "Customer"), and ~~PROGRESS ENERGY FLORIDA, INC.~~ Duke Energy Florida, Inc.
hereinafter called "Company").

WITNESSETH:

THAT, in consideration of the premises, and of the covenants herein contained, the Parties hereto agree that:

1. This Agreement shall become effective on the _____ day of _____, 20____, and shall be in full force and effect thereafter for a period of _____ (____) years (the "Initial Term"), and shall automatically renew for a period of _____ (____) years, and continue thereafter until terminated by either party by written notice _____ (____) months prior to termination;
2. Customer shall receive and pay for electric service and energy from Company at the following location:

in accordance with the terms and provisions of Company's applicable Rate Schedule _____ as the same is on file, from time to time, with the Florida Public Service Commission.
3. Service shall be at a single point of delivery for a connected load of approximately kW, said point of delivery to be _____

_____.
4. In connection with said electric service, Customer desires Company to furnish and maintain required additional facilities to provide an enhanced level of electric service and the Company shall furnish, operate and maintain said requested additional facilities required for Customer's _____ volt service consisting of _____

_____.
5. Customer shall pay an additional (rental) charge of _____
_____ 00/100 Dollars (\$ _____)
per month on its electric bill for the above facilities installed by Company to provide the enhanced level of electric service to Customer.
6. If Customer terminates this agreement prior to the expiration of the Initial Term, then Customer shall pay Company the amount of _____ 00/100 Dollars (\$ _____ .00) for each month or fractional part thereof remaining in the Initial Term, plus the amount of all costs related to removing the facilities installed by Company to provide the enhanced level of electric service to Customer.

(Continued in next page)



Account No. _____

- 7. Customer shall, at no expense to Company, furnish Company with a reasonable and safe location and site for and access to Customer's facilities and shall, if deemed necessary in Company's sole judgment, execute and deliver easement acceptable to Company. Customer shall not permit any activity to be conducted, or structures to be located, at or near Company's facilities which could interfere with the safe construction, operation, and maintenance of Company's facilities on Customer's premises.
- 8. The additional facilities installed by Company pursuant to this Agreement to provide the enhanced level of electric service to Customer shall remain the exclusive property of Company, and Customer hereby grants Company the right to enter Customer's premises as necessary for the installation, maintenance or removal of such facilities.
- 9. This agreement shall be binding upon, and extend to, the heirs, successors and assigns of the respective parties hereto.
- 10. This agreement is to be consummated only by written approval of the Company as required below; no other contract and no agreement, consideration or stipulation, modifying or changing the tenor hereof, shall be recognized or binding, unless they are so approved.
- 11. Other factors that may be pertinent to this contract are as follows: _____

IN WITNESS WHEREOF, the Parties hereto have caused this presents to be signed and sealed in their names, the day and year first above written.

CUSTOMER

~~PROGRESS ENERGY FLORIDA, INC~~ DUKE ENERGY FLORIDA, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(SEAL)

(SEAL)

Witnesses:

Witnesses:



SECTION NO. VII
~~FIRST-SECOND~~ REVISED SHEET NO. 7.022
CANCELS ~~FIRST REVISED ORIGINAL REISSUE~~ SHEET NO. 7.022

RESERVED FOR FUTURE USE

ISSUED BY: ~~Mark A. Myers, Vice President, Finance~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL
EFFECTIVE: ~~December 23, 2003~~ April 29, 2013



~~PROGRESS ENERGY FLORIDA, INC.~~ **DUKE ENERGY FLORIDA, INC.**
INTERRUPTIBLE GENERAL SERVICE - RATE SCHEDULES IS-2 AND IST-2
RISK DISCLOSURE

This risk disclosure is provided in conjunction with the application for Interruptible General Service by _____ (Customer) at _____ (Service Address) under ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. account number _____. The Customer acknowledges that:

1. ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. (the Company) may interrupt the Customer's electric service at the above Service Address during any time period that electric power and demand delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency Interchange service to another utility for its firm load obligations only.
2. The billing demand for this rate is the higher of the actual demand for the billing period or 500 kW.
3. Under the limitation of service described in No. 1 above, the Customer acknowledges that there is no limit to the number of interruptions by the Company or the duration of each interruption, and that interruptions may occur without warning.
4. The number and duration of interruptions historically experienced by customers under the Company's Interruptible Rate Schedules may not be indicative of the number and duration of interruptions that a customer may experience in the future.
5. The Customer assumes full responsibility for any loss of product or production, business loss of any kind, equipment damage, injury to employees or others, inconvenience, or any other damages experienced as a result of the interruption of electric service.
6. When service is commenced under this rate schedule, the Company shall exercise an interruption of the Customer's electric service for purposes of testing its equipment. The Company also has the right, scheduled at the Company's discretion, to initiate at least one additional interruption of the Customer's electric service each calendar year irrespective of capacity availability or operating conditions.
7. The initial term of service under the rate schedule is five years from the commencement of service. If the Customer terminates electric service before the end of the five-year period, the Customer is responsible for all applicable charges for the remainder of the initial term. Termination of service **does not** include transfer of service to a non-interruptible rate schedule.
8. **The Customer may transfer from an interruptible rate schedule to a non-interruptible rate schedule provided the Customer gives the Company at least thirty-six months written notice which shall be effective no sooner than expiration of the initial 5 year Term of Service or any new Term of Service which may be required.**

I have read the applicable Interruptible General Service Rate Schedule, _____ and the contents of this disclosure provided to me by the Company. By my authorized signature below, I agree to the terms therein and hereby accept the risk of receiving interruptible service as described in this Risk Disclosure.

(signature)

(print name)

(title)

(Business Name)

(date)



~~PROGRESS ENERGY FLORIDA INC.~~ **DUKE ENERGY FLORIDA, INC.**

**CURTAILABLE GENERAL SERVICE - RATE SCHEDULES CS-2, ~~CS-3, CST-2~~ AND CST-32
RISK DISCLOSURE**

This risk disclosure is provided in conjunction with the application for Curtailable General Service by _____ (Customer) at _____ (Service Address) under ~~Progress Energy Florida, Inc.~~ **Duke Energy Florida, Inc.** account number _____. The Customer acknowledges that:

1. ~~Progress Energy Florida, Inc.~~ **Duke Energy Florida, Inc.** (the Company) may request curtailment by the Customer of its electric service at the above Service Address during any time period that electric power and demand delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency Interchange service to another utility for its firm load obligations only.
2. The billing demand for this rate is the higher of the actual demand for the billing period or 500 kW and where the customer agrees to curtail 25% or more of their average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection for twelve (12) months).
3. Under the limitation of service described in No. 1 above, the Customer acknowledges that there is no limit to the number of curtailments by the Company or the duration of each curtailment, and that curtailments may occur without warning.
4. The number and duration of curtailments historically experienced by customers under the Company's Curtailable Rate Schedules may not be indicative of the number and duration of curtailments that a customer may experience in the future.
5. The Customer assumes full responsibility for any loss of product or production, business loss of any kind, equipment damage, injury to employees or others, inconvenience, or any other damages experienced as a result of the curtailment of electric service.
6. When service is commenced under this rate schedule, the Company shall exercise an curtailment of the Customer's electric service for purposes of testing its equipment. The Company also has the right, scheduled at the Company's discretion, to initiate at least one additional curtailment of the Customer's electric service each calendar year irrespective of capacity availability or operating conditions.
7. The initial term of service under the rate schedule is two (2) years from the commencement of service. If the Customer terminates electric service before the end of the two (2)-year period, the Customer is responsible for all applicable charges for the remainder of the initial term. Termination of service **does not** include transfer of service to a non-curtailable rate schedule.
8. **The Customer may transfer to a firm rate schedule provided the Customer gives the Company at least thirty-six (36) months written notice.**

I have read the applicable Curtailable General Service Rate Schedule, _____ and the contents of this disclosure provided to me by the Company. By my authorized signature below, I agree to the terms therein and hereby accept the risk of receiving curtailable service as described in this Risk Disclosure.

(signature)

(print name)

(title)

(Business Name)

(date)



Account No. _____

**ADVANCE FOR CONSTRUCTION
SERVICE EXTENSION AGREEMENT**

Form No. 5

In consideration of the terms and covenants herein contained and incorporated herein by reference, the undersigned parties agree as follows:

1. Company shall, within _____ days from the date hereof, extend a distribution line approximately _____ feet from the _____ to _____, said extension line to be _____ phase, _____ volt.
2. As a condition precedent to such line extension, Customer shall pay to Company the sum of _____ dollars (\$ _____), as an Advance for Construction, said sum being the estimated cost of construction in excess of the cost-to-revenue ratio calculated under the terms and provisions of the Rules and Regulations of Company on file with the Florida Public Service Commission (herein called "Rules).
3. Company shall refund to Customer the sum of _____ Dollars (\$ _____) of said advance which will be due Customer under the terms and provisions of said Rules. Non-refundable portion thereof shall be retained by company as a charge for Contribution in Aid of Construction.
4. Company shall at all times have absolute title, sole use and control over said line extension and shall have the right to use the same for the purpose of serving other customers.
5. This Agreement is made subject to Rules and Regulations on file from time to time with the Florida Public Service Commission.
6. Time is an essential part of this Agreement, and all terms, covenants and agreements herein contained shall extend to and be obligatory upon the heirs, personal representatives, successors and assigns of the parties hereto.
7. This Agreement is to be consummated only by written approval of the Company as required below, no other contract and no agreement, consideration or stipulation, modifying or changing the tenor hereof, shall be recognized or binding, unless they are so approved.

Dated this _____ day of _____, 20 _____.

Witness

Customer

~~PROGRESS ENERGY FLORIDA, INC. DUKE
ENERGY FLORIDA, INC.~~

By: _____
Name and Title



SECTION NO. VII
~~SECOND-THIRD~~ REVISED SHEET NO. 7.040
CANCELS ~~SECOND-FIRST~~ REVISED SHEET NO. 7.040

Page 1 of 2

RESERVED FOR FUTURE USE

(Continued on Next Page)

ISSUED BY: Mark A. Myers, Vice President, FinanceJavier J. Portuondo, Director, Rates & Regulatory Strategy – FL
EFFECTIVE: December 23, 2003April 29, 2013



SECTION NO. VII
~~SECOND-THIRD~~ REVISED SHEET NO. 7.041
CANCELS ~~SECOND-FIRST~~ REVISED SHEET NO. 7.041

RESERVED FOR FUTURE USE



AGREEMENT FOR ELECTRIC SERVICE
BETWEEN

~~PROGRESS ENERGY FLORIDA, INC.~~ DUKE ENERGY FLORIDA, INC. (the "UTILITY")
AND
_____ (the "APPLICANT")

WHEREAS, The Utility owns and operates an electric distribution system in _____ County, Florida, in which the Applicant owns a real property development to be known as _____

(the "Development"), on which the Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, The Utility desires to cooperate with the Applicant and to install an electric distribution system for the Development as described in the Utility's electric service proposal dated _____ including the various attachments specified therein, (the "Proposal"), which is incorporated herein and made a part hereof by this reference;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereby agree as follows:

1. Upon compliance by the Applicant with all of the provisions of the Proposal, in a manner acceptable to the Utility, the Utility shall install, operate and maintain an electric distribution system consisting of facilities and related equipment for providing electric service in accordance with the Proposal. Facilities will be provided for single-phase service only, except as otherwise indicated in the Proposal.
2. The Applicant agrees to pay to the Utility the charge set forth in the Proposal to aid in the construction of the distribution system, which amount is to be paid before construction by the Utility commences.
3. In the event the Applicant makes or causes to be made, any changes in the distribution system shown in the Proposal, the Applicant agrees to pay the Utility all additional costs incurred by it as a result of such changes. The Applicant further agrees to pay the Utility for any damages to its equipment or facilities caused by the Applicant, its employees, agents, or subcontractors.
4. The Applicant agrees to convey to the Utility, without cost, all easement rights, including ingress and egress, necessary and convenient to the Utility for the purpose of constructing, operating, maintaining, and removing the distribution system.
5. The Applicant shall provide service entrance facilities in accordance with the Proposal and the Rules and Regulations of the Utility, including the current published "Requirements for Electric Service and Meter Installations".
6. Nothing in this Agreement shall be construed to have the effect of vesting in the Applicant any right, title or interest in or to any distribution facilities, all of which shall be and remain the exclusive property of the Utility.
7. This agreement is subject to the regulatory jurisdiction of the Florida Public Service Commission and the terms and charges hereof are contingent upon and applicable changes approved or directed by the Commission to the Rules and Regulations or the Rate Schedules contained in the Utility's tariff. No other changes to this agreement shall be effective unless agreed to in writing.
8. This agreement incorporates all prior agreements between the Applicant and the Utility concerning the subject development and all other representations or understandings not set forth herein are superseded and ineffective

_____ (Applicant)

~~PROGRESS ENERGY FLORIDA, INC.~~ DUKE ENERGY FLORIDA, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



SECTION NO. VII
~~SECOND-THIRD~~ REVISED SHEET NO. 7.060
CANCELS ~~FIRST-SECOND~~ REVISED SHEET NO. 7.060

RESERVED FOR FUTURE USE



~~PROGRESS ENERGY FLORIDA, INC.~~ DUKE ENERGY FLORIDA, INC.
LEAVE SERVICE ACTIVE AGREEMENT

This Agreement is made by and between ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. (the "Company") and _____ ("Customer") and outlines the terms and conditions of the Leave Service Active Program.

The Company agrees to furnish electric energy to the premises of the Customer located at _____ and to permit the use of such energy by the Customer and the Customer's tenants occupying rental units on the Customer's premises.

The Customer agrees to be responsible for all electric energy used on the premises when such rental units are not being served in the name of a responsible tenant. The Customer agrees to use the same Customer name on all accounts and to provide the Company with a complete mailing address. The Customer agrees to keep all account information current, which includes, but is not limited to, the items contained herein.

When a tenant requests a disconnect of service, the Company will obtain a meter reading and automatically transfer the service from the tenant's name to the Customer's name. When a tenant requests a reconnect of service, The Company will obtain a meter reading and transfer the service from the Customer's name to the tenant's name.

The Leave Service Active Agreement is subject to the rules, regulations, and rate schedules for electric service on file with the Florida Public Service Commission (FPSC), and other applicable rules and laws, if any, as presently effective or as amended in the future. Unless expressly modified herein, the terms and conditions of existing Contract(s) for Electric Power Service and other Agreement(s), if any, between the "Company" and Customer shall remain in full force and effect. This Agreement shall remain in effect until appropriately terminated by either party. Thirty (30) days prior written notification of termination is required, unless otherwise stated herein. This Agreement does not prevent the "Company" from disconnecting service following proper notice, in accordance with applicable rules and regulations, in the event Customer fails to timely remit payment for electric service, fraudulently obtains electricity or otherwise violates Florida law or FPSC rules which justify said action.

The signatories to this Agreement swear and affirm that the entity which on behalf of whom they are executing this Agreement have conferred upon them all pertinent rights to legally bind the entity to perform the covenants of this Agreement.

The continuance of the Leave Service Active Program is subject to the above conditions. Failure to comply with any of the conditions of this Agreement, within the sole discretion of The Company can result in the immediate removal of all of Customer's accounts from the program. Customer will be sent written notification to the mailing address in the event of program termination.

In witness hereof, the parties hereto have caused the Agreement to be executed by their duly authorized representatives.

By (Print Name) _____
By (Signature) _____
Title: _____
Date: _____

~~PROGRESS ENERGY FLORIDA,~~
~~INC.~~ DUKE ENERGY FLORIDA, INC.
By (Print Name) _____
By (Signature) _____
Title: _____
Date: _____

(Continued on next page)



(PLEASE COMPLETE THE APPROPRIATE SIGNATURE BLOCK.)

STATE OF FLORIDA
COUNTY OF _____

SOLE PROPRIETORSHIP/INDIVIDUAL

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____
by _____, who is personally known to me or who has produced
(name of person acknowledged)
_____ as identification and did/did not take an oath.
(type of identification)

OR

CORPORATION

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____
by _____ as _____ of _____
(name of officer or agent) (title of officer or agent) (name of corporation acknowledging)
a _____ corporation, on behalf of the corporation. He/She is personally known to me or
(state or place of incorporation)
has produced _____ as identification and did/did not take an oath.
(type of identification)

OR

LIMITED PARTNERSHIP

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____
_____ a partner/agent on behalf of _____
(name of acknowledging partner or agent) (name of partnership)
a _____ limited partnership. He/She is personally known to me or has produced
(state)
_____ as identification and did/did not take an oath.
(type of identification)

NOTARY PUBLIC:

(Signature of person taking acknowledgement)

MY COMMISSION EXPIRES:

(Name of ackowledger typed, printed or stamped)

(Title or rank)

(Serial number, if any)



SECTION NO. VII
~~SECOND-THIRD~~ REVISED SHEET NO. 7.080
CANCELS ~~FIRST-SECOND~~ REVISED SHEET NO. 7.080

RESERVED FOR FUTURE USE



THIRD PARTY NOTIFICATION REQUEST

ACCOUNT NUMBER	
CUSTOMER NAME (PRINT)	THIRD PARTY NAME (PRINT)
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
TELEPHONE	TELEPHONE
CUSTOMER SIGNATURE	"THIRD PARTY SIGNATURE"

ISSUED BY: ~~Mark A. Myers, Vice President, Finance~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL
3RD PRT

EFFECTIVE: ~~December 23, 2003~~ April 29, 2013



SECTION NO. VII
~~SECOND-THIRD~~ REVISED SHEET NO. 7.100
CANCELS ~~FIRST-SECOND~~ REVISED SHEET NO. 7.100

RESERVED FOR FUTURE USE



SECTION NO. VII
~~SECOND-THIRD~~ REVISED SHEET NO. 7.105
CANCELS ~~FIRST-SECOND~~ REVISED SHEET NO. 7.105

RESERVED FOR FUTURE USE



LIGHTING SERVICE CONTRACT

CUSTOMER NAME: _____

SERVICE LOCATION(S): _____
(Street address, city/county, Company account number if established)

ACCOUNT NUMBER
WORK ORDER NUMBER
PEFI-DEF CONTACT

This Lighting Service Contract ("Contract") is hereby entered into this _____ day of _____, 20 __ , between ~~Progress Energy Florida~~Duke Energy Florida, Inc. (hereinafter called the Company) and _____ (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS-1, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC. To the extent there is any conflict between this Contract and the Lighting Service Rate Schedule, the Lighting Rate Schedule shall control.

The Customer further understands that service under this rate shall be for an initial term of **ten (10) years** and shall continue hereafter until terminated by either party upon written notice sixty (60) days prior to termination.

The Company shall install the following facilities (hereinafter called the Facilities):

Fixture Type and Number Installed:

Pole Type and Number Installed:

Additional facilities:

(Continued in Next Page)



Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

- Customer Charge
- Pole Charge
- Light Fixture Charge
- Light Fixture Maintenance Charge
- Energy and Demand Charge :
 - Non-fuel Energy Charge
 - Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments***,
 - except the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106
- Fuel Cost Recovery Factor **: See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

- Gross Receipts Tax Factor: See Sheet No. 6.106
- Right-of-Way Utilization Fees: See Sheet No. 6.106
- Municipal Tax: See Sheet No. 6.106
- Sales Tax: See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

(Continued in Next Page)

8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized. At the end of the term of service, a new Contract will be required.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.
15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

(Continued in Next Page)



- 19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.
- 20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

IN WITNESS WHEREOF, the parties hereby caused this Contract to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Customer (Print or type name of Organization)

PROGRESS ENERGY FLORIDA, INC-DUKE ENERGY FLORIDA, INC.

By: _____
(Signature)

By: _____
(Signature)

(Print or type name)

(Print or type name)

Title: _____

Title: _____



Date to Meter Department
Date Meter Set
Effective Date
Type of Service (Voltage characteristics)

APPLICATION FOR T.O.U. RATE

Name		Date of Application
Service Address		Account Number
Additional installed cost of meter \$	Date Paid	Rate Schedule

I hereby apply for service under the above Time-of-Use rate schedule and understand the following conditions as authorized by the Florida Public Service Commission.

- Service under the above rate schedule can be terminated at any time upon my request. If I subsequently re-elect to take service again under the above rate schedule, I will agree to sign a contract to remain on that rate schedule for a minimum term of twelve (12) consecutive months.
- Application for service under this rate will be accepted by ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. on a first-come, first-served basis.
- I have the option to elect to receive a lower monthly facilities charge by paying to ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. the additional installed cost of the time-of-use meter. In the event service under this rate schedule is discontinued for any reason within the first thirty-six (36) months, ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. will refund the unused prorated portion of the additional installed cost of the time-of-use meter.
- The _____ customer facilities charge shall remain in effect during the entire time service is received under this
 (Higher/lower)
 rate schedule and application.
- Metering equipment will be installed subject to availability.
- Service under this rate schedule will commence with the first full billing period following meter installation.
- All of the electric load requirements on my premises are to be metered through one point of delivery.
- All of the above conditions apply only to the service address shown above.

 Customer Signature

AUTHORIZATION TO BE REMOVED FROM THE TIME-OF-USE RATE

I hereby request that my account be removed from the Time-of-Use rate schedule.

 Customer Signature

 Date

ISSUED BY: ~~Mark A. Myers, Vice President, Finance~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL
PEFI-DEF TOU

EFFECTIVE: ~~December 23, 2003~~ April 29, 2013



SECTION NO. VII
~~SECOND-THIRD~~ REVISED SHEET NO. 7.130
CANCELS ~~FIRST-SECOND~~ REVISED SHEET NO. 7.130

RESERVED FOR FUTURE USE



SECTION NO. VII
~~SECOND-THIRD~~ REVISED SHEET NO. 7.140
CANCELS ~~FIRST-SECOND~~ REVISED SHEET NO. 7.140

RESERVED FOR FUTURE USE



Date: _____

~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc.
St. Petersburg, Florida

Dear Sir or Madam:

We have read and understand the following excerpts from the General Rules and Regulations of ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. which General Rules and Regulations are filed with and approved by the Florida Public Utilities Commission:

10.1 Confinement of Customer's Use:

Electric Service furnished to a Customer shall be rendered directly to the Customer through the Company's individual meter, and shall be solely for the Customer's own use.

10.2 Resales Prohibited:

In accordance with the laws of the State of Florida, the Company shall not be required to sell electricity to any Customer for resale; and, except in the case of municipalities and rural electric cooperatives, no Customer shall be permitted to resell any electric energy purchased from the Company.

10.3 Remetering Prohibited:

Electric Service furnished to Customer shall not be remetered by the Customer for the purpose of selling or otherwise disposing of electric Service to lessees, tenants or others on a metered basis; provided, however, that the Customer may, with the consent of the Company, install facilities for remetering when such remetering shall not violate these Rules and Regulations.

In connection with ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. furnishing electric energy to our premises, located at _____

_____ and the use of such energy by our tenants occupying rooms, apartments, mobile home lots, or in any other manner on our premises, we agree not to resell such electric energy.

If in the operation of our business it is necessary or expedient for us to supply electric energy to any or all of our tenants, such energy will be considered as a part of the service rendered by landlord to tenant. The cost of such electric energy will be included in the tenant's rent, or will be prorated to each tenant on the basis of his individual use.

We also understand that violation of the Company's General Rules and Regulations by us, may, upon reasonable notice to us by the Company, result in discontinuance of electric service to our premises until such violation has been corrected.

Very truly yours,



~~Progress Energy Florida, Inc.~~Duke Energy Florida, Inc.
St. Petersburg, Florida

Gentlemen Dear Sir or Madam:

In conjunction with your electric service at: _____

_____ you have requested ~~Progress Energy Florida, Inc.~~Duke Energy Florida, Inc. to furnish additional facilities in accordance with Special Provision Number _____ to Rate Schedule _____.

~~Progress Energy Florida, Inc.~~Duke Energy Florida, Inc. will furnish, install, and maintain such additional equipment for which you will be charged in accordance with our applicable tariff on file with the Florida Public Service Commission.

Future requests for changes in or additions to such equipment, at the sole option of ~~Progress Energy Florida, Inc.~~Duke Energy Florida, Inc. will be furnished under the same terms and conditions.

Acknowledgment of this agreement is requested in the space provided below. The agreement cancels and supersedes contract dated _____.

~~PROGRESS ENERGY FLORIDA, INC.~~DUKE ENERGY FLORIDA, INC.

Account No: _____

Effective Date: _____

Monthly Equipment Rental: _____
(Subject to Change)

By: _____

Date: _____

ISSUED BY: ~~Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL~~Mark A. Myers, Vice President, Finance
EQP RNTL

EFFECTIVE: ~~December 23, 2003~~April 29, 2013



GUARANTEE CONTRACT

(Please Print)

Applicant Name _____ Account No. _____
 Service Address _____ City _____ State _____
 Mail Address _____ City _____ State _____
 Guarantor Name _____ Telephone No. _____
 Service Address _____ City _____ State _____
 Mail Address _____ City _____ State _____

In consideration of ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. furnishing electric service to the Applicant without requiring a cash deposit, the undersigned Guarantor, GUARANTEES PAYMENT by the Applicant to ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. of ALL CHARGES for electric service for which the Applicant may be liable, and agrees that if the Applicant at any time shall default in payment of such charges to, ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. Guarantor will immediately pay all such charges upon demand by ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc.

This guarantee shall apply to all electric service furnished at the above listed address served by ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. This guarantee shall remain in full force and effect until terminated by the Guarantor upon thirty (30) days' written notice to ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. (provided, however, that no such termination shall release the Guarantor from liability hereunder with respect to any charges for electric service furnished to Applicant prior to the effective date of such termination); or until customer establishes a satisfactory payment record and has had service for a period of at least twenty-five (25) months.

The undersigned Guarantor hereby waives notice of acceptance of this guarantee and further waives notice of default in payment by Applicant.

Date _____, 20 _____ Guarantor Signature _____

~~PROGRESS ENERGY FLORIDA, INC.~~ DUKE ENERGY FLORIDA, INC.

The undersigned Applicant for electric service hereby authorizes ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. to disclose information to the Guarantor regarding my account for electric service including the balance due and owing to ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. on my account stated above so long as this Guarantee Contract remains in effect.

Applicant _____ Date _____

NOTARY

STATE OF FLORIDA
 COUNTY OF _____

Before me this day personally appeared _____ and _____ who, being duly sworn, deposes and say that they are the above mentioned Applicant and Guarantor.

Notary Public State of Florida at Large _____

My commission expires _____

Received by _____ Title _____ Date _____

~~DUKE ENERGY FLORIDA, INC.~~ PROGRESS ENERGY FLORIDA, INC.

ISSUED BY: ~~Mark A. Myers, Vice President, Finance~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL
 GUAR CNTR

EFFECTIVE: ~~December 23, 2003~~ April 29, 2013



SECTION NO. VII
~~SECOND-THIRD~~ REVISED SHEET NO. 7.181
CANCELS ~~FIRST-SECOND~~ REVISED SHEET NO. 7.181

RESERVED FOR FUTURE USE



**AGREEMENT TO PURCHASE AND SELL STREET LIGHTING SYSTEM
AND TO FURNISH AND RECEIVE ELECTRIC SERVICE**

THIS AGREEMENT, made as of this _____ day of _____, 20____, between ~~PROGRESS ENERGY FLORIDA, INC.~~ DUKE ENERGY FLORIDA, INC., a Florida Corporation ("PEFIDEF") and _____, a municipality or other governmental authority ("Entity").

RECITALS

1. The Entity owns that certain street light system identified on Schedule 1 attached hereto and made a part hereof (the "System").
2. The Entity currently is maintaining the System and ~~PEFIDEF~~ currently is providing electric service to the Entity for the System.
3. The Entity has determined that it would be in the best interest of its citizens to sell the System to PEFIDEF and to contract with PEFIDEF for the provision of street lighting services and PEFIDEF has agreed to purchase the System and, pursuant to this Agreement combined with Rate Schedule LS-1 (as hereinafter defined), to provide the Entity a lighting service as a complete package as hereinafter provided.
4. The Entity, by Resolution _____, dated _____, has authorized _____ to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. RECITALS:

The foregoing recitals are true and correct and are incorporated herein by reference.

2. SALE OF SYSTEM:

The Entity hereby conveys to PEFIDEF all of its right, title and interest in and to the System together with all appurtenances thereto and a license across the Entity's property and rights-of-way for the maintenance and operation thereof. The Entity represents and warrants that, upon conveyance, PEFIDEF shall own full title to the System free and clear from any claim or lien.

3. PURCHASE PRICE:

In consideration of the conveyance of the System, PEFIDEF shall pay to the Entity upon full execution of this Agreement the sum of \$ _____.

(Continued on next page)

4. DELIVERY OF ELECTRICAL SERVICE AND ENERGY:

- A. The Entity shall receive from and pay PEFIDEF for electric energy and service at the following location: Entity of _____, _____ County, Florida, for the provision of street lighting services by means of the System under the terms and provisions of PEFIDEF applicable Rate Schedule LS-1 as the same is on file, from time to time, with the Florida Public Service Commission ("LS-1 ") and as set forth herein.
- B. In recognition of the Entity's prior ownership of the System and the depreciation expense incurred in conjunction therewith, the Entity shall not be charged a Fixture or Pole charge thereunder until after _____. After such date the Fixture and Pole Charges included in LS-1 shall be applicable.
- C. Anything in any franchise agreement to the contrary notwithstanding, during the term of this Agreement the Entity shall use PEFIDEF electric service and energy for all street lighting and shall not generate or purchase elsewhere any electric energy for use in its street lighting systems. Any agreement the Entity may subsequently enter into shall recognize and respect the provisions of this Agreement.

5. CORPORATE POWER AND AUTHORITY:

The Entity and PEFIDEF each represent and warrant that, solely with respect to themselves, this Agreement has been duly authorized, executed and delivered by each of the Entity and PEFIDEF, is in full force and effect and is a legal, valid and binding obligation of each of the Entity and PEFIDEF, enforceable against the each in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization moratorium or other similar laws affecting creditor's rights generally.

6. TERM:

This Agreement shall become effective as of the date and year first above written and shall be in full force and effect for a period of _____ () years and shall continue thereafter until terminated by either party by written notice one (1) year prior to termination.

7. BINDING EFFECT:

This Agreement shall be binding upon, and extend to, the heirs, or successors and assigns of the respective parties hereto; and shall not be assigned without the prior written consent of PEFIDEF.

(Continued on next page)

ISSUED BY: Mark A. Myers, Vice President, Finance Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL
STRT LTS

EFFECTIVE: December 23, 2003 April 29, 2013



7.8 AMENDMENT:

This Agreement is to be consummated only by written approval of ~~PEFIDEF~~ as required below. No other contract and no agreement, consideration or stipulation, modifying or changing the terms hereof, shall be recognized or binding unless they are so approved.

7.9 SEVERABILITY:

If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

~~PROGRESS ENERGY FLORIDA, INC.~~
~~DUKE ENERGY FLORIDA, INC.~~

_____	_____
WITNESS	SIGNATURE
_____	_____
WITNESS	TITLE
	ENTITY OF _____, FLORIDA
_____	_____
WITNESS	SIGNATURE
_____	_____
WITNESS	TITLE

ISSUED BY: ~~Mark A. Myers, Vice President, Finance~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL
STRT LTS

EFFECTIVE: ~~December 23, 2003~~ April 29, 2013



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ISSUED BY: ~~Mark A. Myers, Vice President, Finance~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy –
FL FLA STAX

EFFECTIVE: ~~December 23, 2003~~ April 29, 2013



SECTION NO. VII
~~SECOND-FIRST~~THIRD REVISED SHEET NO. 7.210
CANCELS ~~SECOND~~FIRST REVISED SHEET NO. 7.210

Page 2 of 2

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FL FLA STAX

EFFECTIVE: ~~December 23, 2003~~ April 29, 2013



RESIDENTIAL DEPOSIT RELEASE

Current Customer

NAME	ACCOUNT NUMBER		
SERVICE ADDRESS	CITY	STATE	ZIP
MAIL ADDRESS	CITY	STATE	ZIP

I, _____, as a customer of ~~Progress Energy Florida, Inc.~~ Duke Energy Florida ("Company") hereby release and assign all rights, title and interest to the electric utility deposit plus any accrued interest on the above referenced account in the amount of \$ _____ to the undersigned New customer. As consideration therefore, effective _____, I will be released from responsibility for the electric service provided to the above service address. **This agreement supersedes any Certificate of Deposit previously issued on this account.**

New Customer

NAME	ACCOUNT NUMBER		
SERVICE ADDRESS	CITY	STATE	ZIP
MAIL ADDRESS	CITY	STATE	ZIP

I, _____, for and in consideration of the receipt of the receipt of an assignment of all rights, title and interest in the utility deposit on the above referenced account, hereby accept full responsibility for the electric service provided to the above address, effective _____ and until such time that said account is closed. I agree to accept the previous Customer's payment history and any outstanding balance owed to the account.

Agreement

This deposit is to guarantee payment of any amount which may become due for service in the Customer's name at any and all premises, and may be used as if the Company were the absolute owner thereof. This deposit may be held until such time as the account covered by the deposit is disconnected, or may be transferred for service to another location when service at the original address is disconnected. This guarantee shall not satisfy the deposit requirements for more than one (1) service location without the approval of the Company.

A Customer who has had service for at least twenty-three (23) consecutive months will receive an automatic deposit refund, provided that over the preceding twelve (12) months he or she has not had a disconnection of service for non-payment of bill, or made a payment with a check refused by the bank, or had more than one (1) late payment notice.

Customer deposits may be increased or decreased depending upon actual bills and the payment record the Customer establishes with the Company. Separate certificates will not be issued for incremental deposit amounts. Cancelled checks or validated bill statements will serve as a deposit receipt.

Simple interest is payable on deposit held beyond six (6) months. The accrued interest is applied annually as a credit on the June bill statement.

This Agreement becomes invalid when service is disconnected and the deposit is applied to the final bill. Upon disconnection, the final bill statement will be calculated by applying the deposit and any accrued interest. The balance of the deposit and any accrued interest, if any, will be mailed to the Customer with the final bill statement.

A copy of picture identification must be attached when form is not notarized.

(Continued on next page)

ISSUED BY: ~~Mark A. Myers, Vice President, Finance~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL RES DEP

EFFECTIVE: ~~December 23, 2003~~ April 29, 2013



Introducing PowerPay
The Fastest and Easiest Way to Pay
Your Monthly Electric Bill

With PowerPay from ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. your electric bill is automatically paid from your checking account ten (10) days after the billing date indicated on your bill. You still receive a regular monthly statement but instead of writing a check, you simply deduct the amount due from your account. It's that simple. Say goodbye to checks, postage and waiting in lines. To sign up for PowerPay, simply complete this order blank, include a voided check and send both with your next electric bill payment. Then continue to pay your bill regularly until you receive your first PowerPay statement. For additional information on this exciting new program, contact ~~Progress Energy~~ Duke Energy Florida, Inc. today.

~~Progress Energy~~ Duke Energy Florida, Inc.
Account No. _____

Name of Bank _____

Bank Branch _____

Name(s) on Account _____

Checking _____ Savings _____

SS# _____

Home Phone _____

Daytime Phone _____

I hereby authorize my financial institution to debit my account in the name of ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc.

Signature _____

Date _____



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(Continued on next page)

ISSUED BY: Javier J. Portuondo, ~~Director, Manager, Regulatory Services – Florida~~ Director, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2006~~ April 29, 2013



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ISSUED BY: Javier J. Portuondo, ~~Director, Manager, Regulatory Services – Florida~~ Director, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2006~~ April 29, 2013



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ISSUED BY: Javier J. Portuondo, ~~Director, Manager, Regulatory Services – Florida~~ Director, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2006~~ April 29, 2013



SECTION NO. VII
~~THIRD-FOURTH~~ REVISED SHEET NO. 7.243
CANCELS ~~THIRDSECOND~~ REVISED SHEET NO. 7.243

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ISSUED BY: Javier J. Portuondo, ~~Director, Manager, Regulatory Services -- Florida~~ Director, Rates & Regulatory Strategy - FL

EFFECTIVE: ~~January 1, 2006~~ April 29, 2013



**CONTRACT SERVICE ARRANGEMENT FOR THE PROVISION OF SERVICE UNDER
THE COMMERCIAL / INDUSTRIAL SERVICE RIDER**

This Contract Service Arrangement ("Agreement") is made and entered into as of this ____ day of _____, by and between _____, (hereinafter called in the "Customer") and, ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. a Florida corporation (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto (hereinafter called the "Commission"); and

WHEREAS, the Customer is _____; and

WHEREAS, the Customer can receive electric service from the Company under tariff schedule _____ at the service location described in Exhibit "A"; and

WHEREAS, the present pricing available under the Company's rate schedule _____ is sufficient economic justification for the Customer to decide not to take electric service from the Company for all or a part Customer's needs; and

WHEREAS, the Customer has shown evidence and attested to its intention to not take electric service from the Company unless a pricing adjustment is made under the Company's Commercial / Industrial Service Rider ("CISR"); and

WHEREAS, the Company has sufficient capacity to serve the Customer at the aforementioned service location for the foreseeable future and for at least the following _____ month period; and

WHEREAS, the Company is willing to make a pricing adjustment for the Customer in exchange for a commitment by the Customer to continue to purchase electric energy exclusively from the Company at agreed upon service locations (for purposes of this Agreement, the "electric energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement);

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the Company and Customer agree as follows:

1. Rate Schedules – The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of the Company's tariff, rate schedules _____ and CISR as currently approved by the Commission or as said tariff and rate schedules may be modified in the future and approved by the Commission (except as described in Section 6 herein). The Customer agrees to abide by all applicable requirements of the tariff, rate schedules _____ and CISR, except to the extent specifically modified by this Agreement. Copies of the Company's currently approved rate schedules _____ and CISR are attached as Exhibit "B" and made a part hereof.
2. Term of Agreement – This Agreement shall remain in force for a term of _____ months commencing on the date above first written.

(Continued on next page)

ISSUED BY: ~~Mark A. Myers, Vice President, Finance~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL CISR

EFFECTIVE: ~~December 23, 2003~~ April 29, 2013



- 3. Modifications to Tariff and Rate Schedule – See Exhibit “C” to this Agreement.
- 4. Exclusivity Provision – During the term hereof, the Customer agrees to purchase from the Company the Customer’s entire requirements for electric capacity and energy for its facilities and equipment at the service location(s) described in Exhibit A to this Agreement. The “entire requirements for electric capacity and energy” may exclude certain electric service requirements served by the Customer’s own generation as of the date of this Agreement.
- 5. Termination Fees and Provisions – See Exhibit “D” to this Agreement.
- 6. Modification of Rate Schedule – In the event that any provision of any applicable rate schedules is amended or modified by the Commission in a manner that is material and adverse to one of the parties hereto, that party shall be entitled to terminate this Agreement, by written notice to the other party tendered not later than sixty (60) days after such amendment or modification becomes final and nonappealable, with such termination to become effective ____ days after receipt of such notice, whereupon service to the Customer shall revert to the otherwise applicable rate schedules available to the Customer.
- 7. Entire Agreement – This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the Company and the Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only agreement between the parties hereto relative to the matters herein described.
- 8. Incorporation of Tariff – This Agreement incorporates by reference the terms and conditions of the Company’s tariff, rate schedule _____ and CISR filed by the Company with, and approved by, the Commission, as amended from time to time. In the event of any conflict between this Agreement and such tariff or rate schedules (other than as set out in the CISR), the terms and conditions of this Agreement shall control.
- 9. Notices – All notices and other communications hereunder shall be in writing and shall be delivered by hand, by prepaid first class registered or certified mail, return receipt requested, by courier or by facsimile, addressed as follows:

If to the Company:

~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc.

Facsimile: _____

Attention: _____

With a copy to:

~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc.

Facsimile: _____

Attention: _____

(Continued on next page)

ISSUED BY: ~~Mark A. Myers, Vice President, Finance~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL CISR

EFFECTIVE: ~~December 23, 2003~~ April 29, 2013



If to the Customer:

Facsimile:

Attention:

With a copy to:

Facsimile:

Attention:

Except as otherwise expressly provided in this Agreement, all notices and other communications shall be deemed effective upon receipt. Each party shall have the right to designate a different address for notices to it by notice similarly given.

- 10. Assignment; No Third Party Beneficiaries – This Agreement shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. No assignment of any rights or delegation of any obligations hereunder shall have the effect of releasing the assigning party of any of its obligations hereunder, and the assigning party shall remain primarily liable and responsible therefore notwithstanding any such assignment or delegation. Nothing in this Agreement shall be construed to confer a benefit on any person not a signatory party hereto or such signatory party's successors and assigns.
- 11. Waiver – At its option, either party may waive any or all of the obligations of the other party contained in this Agreement, but waiver of any obligation or any breach of this Agreement by either party shall in no event constitute a waiver as to any other obligation or breach or any future breach, whether similar or dissimilar in nature, and no such waiver shall be binding unless in writing signed by the waiving party.
- 12. Headings – The section and paragraph headings contained in the Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.
- 13. Counterparts – This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 14. Dispute Resolution – All disputes arising between the Customer and the Company under this Agreement shall be finally decided by the Commission in accordance with the applicable rules and procedures of the Commission.
- 15. Governing Law – This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
- 16. Confidentiality – The pricing levels and procedures described within this Agreement, as well as any information supplied by the Customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith shall be treated by the Company as confidential, proprietary information. If the Commission or its staff seeks to review any such information that the parties wish to protect from public disclosure, the information shall be provided with a request for confidential classification under the confidentiality rules of the Commission.

(Continued on next page)

ISSUED BY: ~~Mark A. Myers, Vice President, Finance~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL CISR

EFFECTIVE: ~~December 23, 2003~~ April 29, 2013



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

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TITLE

TITLE

WITNESSES:

WITNESSES:

By: _____
[Type Name]

By: _____
[Type Name]

By: _____
[Type Name]
[CORPORATE SEAL]

By: _____
[Type Name]
[CORPORATE SEAL]

(Continued on next page)

ISSUED BY: ~~Mark A. Myers, Vice President, Finance~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL
CISR

EFFECTIVE: ~~December 23, 2003~~ April 29, 2013



SECTION NO. VII
~~THIRD-FOURTH~~ REVISED SHEET NO. 7.254
CANCELS ~~THIRDSECOND~~ REVISED SHEET NO. 7.254

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ISSUED BY: Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL Mark A. Myers, Vice President, Finance

EFFECTIVE: December 23, 2003 April 29, 2013



SECTION NO. VII
~~THIRD-FOURTH~~ REVISED SHEET NO. 7.255
CANCELS ~~THIRDSECOND~~ REVISED SHEET NO. 7.255

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| ISSUED BY: Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL Mark A. Myers, Vice President, Finance

| EFFECTIVE: April 29, 2013



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(Continued on next page)

ISSUED BY: Javier J. Portuondo, ~~Manager, Regulatory Services – Florida~~ Director, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2006~~ April 29, 2013



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(Continued on next page)

ISSUED BY: Javier J. Portuondo, ~~Manager, Regulatory Services – Florida~~ Director, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2006~~ April 29, 2013



SECTION NO. VII
~~THIRD-FOURTH~~ REVISED SHEET NO. 7.262
CANCELS ~~THIRDSECOND~~ REVISED SHEET NO. 7.262

Page 3 of 3

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ISSUED BY: Javier J. Portuondo, ~~Manager, Regulatory Services – Florida~~ Director, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~January 1, 2006~~ April 29, 2013



PREMIER POWER SERVICE CONTRACT

The undersigned (hereinafter "the Customer") hereby applies to ~~Progress Energy Florida, Inc.~~ Duke Energy Florida, Inc. (hereinafter "the Company") for backup electric services to the Customer's _____ (hereinafter "the Customer's Facility") located in _____ County, Florida, to be provided by an on-site generator installed, owned, operated and maintained by the Company for the purpose of continuing the supply of electricity to the Customer's Facility in the event the Customer's normal electric supply is interrupted and assisting the Company in meeting peak demands on the Company's system during periods of critical capacity conditions (hereinafter "the Services"). The Services shall be rendered in accordance with the terms of the Company's Premier Power Service Rider, Rate Schedule PPS-1 (hereinafter "the PPS Rider," which is hereby incorporated into this Contract by this reference), as approved or subsequently revised by the Florida Public Service Commission, which is hereby incorporated into this Contract by this reference (a copy of the currently effective PPS Rider is attached hereto), and the following terms and conditions:

1. **Effective Date**

This Contract shall become effective upon the acceptance hereof by the Company, evidenced by the signature of its authorized representative appearing below, which, in conjunction with the PPS Rider and, subject to the terms of this Contract, the technical specifications described in the Company's proposal letter dated _____, 20____, shall constitute the entire agreement between the Customer and the Company with respect to provision of the Services. In the event of any conflict between the Company's proposal letter and the PPS Rider, in conjunction with this Contract, the PPS Rider, in conjunction with this Contract shall prevail.

2. **Term of Contract**

The term of this Contract is from _____, 20____, or from the date the Services are first provided hereunder, whichever is later and continuing until _____, months after the date services are first provided.

3. **Customer Payments**

The Customer's Monthly Service Payment determined in accordance with the PPS Rider shall be \$ _____, exclusive of present or future federal, state, municipal or other sales, use, gross receipts, or property tax, or similar charge with respect to the Services, which the Customer shall also pay. If the Customer fails to pay any amount owed the Company hereunder when due, such past due amounts shall accrue interest at the rate of 18% per annum or the maximum legal rate, whichever is lower. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, the Company may suspend the Services to the Customer. In the event that the Customer fails to pay any past due amounts for a period of sixty (60) days, the Company shall have the right to access and remove the facilities at the Customer's expense. In such a circumstance, the Customer shall be responsible for paying a Termination Fee as more fully described in Section 8 below. Additionally, the Customer shall be liable to the Company for any attorney fees or other costs incurred in collection of this payment or any other amount due under this Contract. The Customer's obligations under this Section 3 shall survive the termination or cancellation of this Contract.

4. **Provision of Services and Installation Schedule**

The Company shall furnish labor, supervision, equipment, materials and transportation reasonably necessary to provide the Services. The Company shall be entitled to rely on the accuracy of any information provided by the Customer, which information is warranted by the Customer to be accurate and correct. Such information shall include, but is not limited to, the information the Customer is required to provide as described in Section 5 below. In the event of any unforeseen difficulties in performance of the Services due to conditions at the work site or due to the inaccuracy of any information relied upon by the Company, the Customer shall be liable and reimburse the Company for any increased costs or expenses incurred by the Company as a result of such difficulties, and the Monthly Service Payment, the Company's proposal letter, and Contract Term shall be equitably adjusted to compensate Company for any additional or increased work or time the Company may be required to incur. The Company shall exercise commercially reasonable efforts to commence the Services. The completion schedule for providing the Services shall be equitably adjusted to compensate the Company for any such unanticipated delays or delays to the installation or startup of the facilities for any reasons beyond the fault and neglect of the Company.

(Continued on Page 2 next page)

ISSUED BY: Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL ~~Lori J. Cross, Manager, Utility Regulatory Planning~~

EFFECTIVE: April 29, 2013 ~~December 5, 2006~~

5. Customer Responsibilities

The Customer shall provide a location on its premises for installation of the Company's facilities, any necessary access to the work site, as well as a reasonable lay-down area to perform the Services. Further, the Customer shall, so long as is necessary to provide the Services, provide access to the Company, upon reasonable notice to Customer (except in the case of an emergency, declared by the Company, in its sole discretion, in which case the Customer agrees that the Company has permission to access the Company's facilities without any prior notice to the Customer), for operation, maintenance and repair of the Company's facilities. Accordingly, the Customer shall be obligated, at its sole expense, to keep the premises on which the Company's facilities are located free and clear of anything that may impair the operation, maintenance and repair of such facilities or cause damage to the Company's facilities. In the event that the Customer fails to keep the premises on which the Company's facilities are located free and clear as described herein, the Company shall provide notice to the Customer of the Customer's failure to do so. If the Customer has not fully satisfied its obligation as described herein within five (5) business days of its receipt of such notice, the Company may either (i) suspend the Services to the Customer or (ii) clear the premises on which the Company's facilities are located on of anything that may impair the operation, maintenance and repair of such facilities. In the event that the Company chooses option (ii) above, the Customer shall be liable and reimburse the Company for all costs associated with the work performed.

Any delays or additional cost incurred by Company because of inadequate access to the work site shall be grounds for an equitable adjustment in the schedule and the Monthly Service Payment. The Company shall have the right to suspend the Services or adjust the schedule accordingly in the event that there is inadequate access to the work site, or if any required information is not promptly provided, or in the event that the safety of any person or property might be jeopardized by continuing with the Services. The Customer shall provide, at no cost to the Company, any plans, specifications, drawings or information that may be necessary or useful in the performance of the Services. The Customer will ensure that all Occupational Safety and Health Act requirements are adhered to for the area where any Company equipment in support of the Services is to be based. In the event of damage to Company owned equipment that is caused by the Customer or the Customer's agents, or any other cause not due to the fault or neglect of the Company the Customer agrees to pay all repair or replacement costs associated with the damage.

6. Permits and Regulatory Requirements

Other than acquiring its general business license, which the Company shall obtain and maintain, the Customer shall be responsible for obtaining any license or permit required of the Company in the Company's name to enable it to provide the Services. The Customer assumes the risk and responsibility for such compliance (including any changes to such requirements), and for securing such permits, licenses, and approvals from the proper authorities, and for paying any associated costs or fees should compliance with any laws,

rules, regulations, or ordinances of any federal, state, or local authority, or of any agency thereof (including, but not limited to, certification to do business as a foreign corporation) require any changes in the Services; or should any permits, licenses, or approvals of plans and specifications for the Services or should any permits, licenses, or approvals for the installation or use thereof be required.

7. Installed Equipment

The Customer agrees that any equipment installed on the Customer's premises for the express purpose of providing the Services is and will remain the sole property of the Company until such time as the Customer may wish to exercise its purchase rights set forth in Section 9 below. The Company reserves the right to modify or upgrade equipment as the Company deems necessary, in its sole discretion, for the continued supply of these Services. If equipment modifications or upgrades are requested by the Customer, however, any such modifications or upgrades will be at the Customer's expense.

8. Early Termination of Contract

The Customer has the right to terminate this Contract before the entire Contract Term has expired, provided that the Customer a) notifies the Company in writing a minimum of 60 days prior to termination of the Services and b) pays a Termination Fee. The Termination Fee will be calculated by taking the sum of the Customer's payments remaining in the Contract Term, adding an estimated removal cost, and subtracting therefrom the sum of avoided costs, including but not limited to maintenance costs, if any, and the estimated salvage value as reasonably determined by the Company. In the event of any termination of this Contract before the end of the Contract Term, the Company shall also be compensated for all Services provided to Customer prior to the effective date of termination, and for all costs reasonable incurred by the Company in preparation for the providing of Services prior to the effective date of any termination of this Contract or any termination of Services being provided pursuant to this Contract.

9. End of Contract

At the end of the Contract Term the Customer shall have the option to a) renew the terms of this Contract for an agreed upon period at an agreed upon price between the Company and the Customer, b) purchase equipment, if any, that has been installed on Customer's premises at an agreed upon price, or c) terminate this Contract which will require removal of any equipment owned and installed by the Company for the purpose of providing the Services. If the Company does not receive Customer's written confirmation as to which option is being selected within 60 days prior to the end of the Contract Term or if options (a) or (b) are selected but the parties have failed to reach agreement upon the renewal term or the price to be paid, Customer will be deemed to have selected option (c) to terminate.

(Continued on [Page 3 next page](#))

10. Warranty

The Company warrants that Services shall be performed in accordance with generally accepted industry practices. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE, AND NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, SHALL APPLY.

The Customer warrants that the premises on which the Company's facilities are to be located is suitable for the location of such facilities. The Customer further warrants that the placing of such facilities on such premises complies with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state or local governmental requirements.

11. Limitation of Liability and Indemnification

Notwithstanding anything herein to the contrary, neither the Company nor its employees, its subcontractors or suppliers shall be liable for any direct, indirect, general, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder. Further, notwithstanding anything herein to the contrary, in no event shall the Company's liability arising out of or in connection with the performance or non-performance of the Services exceed the Customer's payments received by the Company pursuant to Section 3 above. The provisions of this Section 11 shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise.

The Customer shall arrange its electrical requirements to ensure that the electrical requirement to be supplied when normal service is interrupted will not be greater than the generation capacity. Accordingly, in no event shall the Company be liable for any claims, damages, cost, expenses or causes of action arising out of the failure of the Customer to so arrange its electrical requirements. Further, the Customer shall indemnify, defend and hold harmless the Company from any claims, liabilities, obligations, damages, costs and expenses (including, but not limited to, reasonable attorney's fees) or causes of action of whatsoever kind or nature for injury or death to any person and for damage to or destruction of property, to the extent resulting from the failure of the Customer to so arrange its electrical requirements.

12. Force Majeure

Except for the Customer's obligation to pay the Company any sum of money owed the Company hereunder, neither party shall be liable for its failure to perform hereunder if such failure is due to any act or circumstance beyond the reasonable control, and not due to the fault or neglect of, of the party claiming the event of force majeure including, but not limited to the following acts or circumstances: (i) act(s) of God, (ii) war or wars, (iii) government regulation by a governmental authority having jurisdiction (including, but not limited to, any law, rule, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency), (iv) act(s) or threatened act(s) of terror, including, but not limited to any acts by organized groups of terrorists or any acts of a public enemy (v) disaster(s) (including, but not limited to, hurricane, tornado, tropical storm, earthquake, or major storm), (vi) any pandemic, epidemic, pestilence, plague, or outbreak, (vii) strike, lockout, or industrial disputes, (viii) civil disorder, riot, or disturbance of the peace, (ix) any third party act for which the party who fails to perform is not responsible, or (x) any other condition or circumstance, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances) beyond the reasonable control and fault of the party claiming the force majeure event.

In the event that either party is rendered unable, wholly or in part, by reason of an event of force majeure to perform any obligations set forth in the Contract, other than the Customer's obligation to pay a sum of money owed hereunder to the Company, then such party shall give the other party written notice and reasonably full particulars of such event as soon as practicable after the occurrence thereof, and thereafter, the obligations of both parties shall be suspended to the extent and for the period of such force majeure condition and such cause shall be remedied with all reasonable dispatch. Settlement of strikes and lockouts shall be entirely within the discretion of the party affected and the requirement that any event of force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the parties directly or indirectly involved in such strikes or lockouts when such course is inadvisable in the discretion of the party having such difficulty.

To the extent the force majeure event causes a delay or an increase in costs or expenses to the Company, the Customer shall be liable to the Company for all increased costs and expenses incurred by the Company as a result of such force majeure event.

In no event shall the Company be responsible for any damages arising out of any failure to perform or delay arising as a result of such force majeure event.

13. Non-Waiver

The failure of either party to insist upon the performance of any term or condition of this Contract or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

14. Regulatory Authority and Governing Law

The Services provided under this Contract are subject to the regulatory authority of the Florida Public Service Commission (hereinafter "the FPSC"), and shall also be governed by the laws of the State of Florida. This Contract is subject to changes or substitutions, either in whole or in part, made from time to time by order of the FPSC, and each party to this Contract reserves the right to seek approval of such changes or substitutions, in accordance with law, from the FPSC. Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith.

(Continued on [Page 4 next page](#))



15. Dispute Resolution

The Company and the Customer shall endeavor to resolve any claim or other matter in question between the parties to this Contract arising out of or related in any way to this Contract by negotiation or mutual agreement. The Florida Public Service Commission and/or a court of competent jurisdiction in the State of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the parties to this Contract arising out of or related in any way to this Contract, with the Florida Public Service Commission and/or such court having sole and exclusive jurisdiction over any such matters. In no event will any such claim be submitted to arbitration, or to a court in any other jurisdiction, without the express written consent of both Parties.

16. Entire Agreement

The Contract constitutes the entire understanding between the Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements or understanding between the parties. The parties shall not be bound by or be liable for any statement, prior negotiation, correspondence, representation, promise, draft agreements, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition, or instruction used in this Contract.

17. Modification

No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both parties and specifically states it is an amendment to this Contract.

18. Severability

In the event any provision, or any part or portion of any provision of this Contract shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Contract is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either party.

IN WITNESS WHEREOF, the parties have duly executed this Contract.

Customer

~~Florida Power Corporation~~ Duke Energy Florida, Inc. d/b/a
~~Progress Energy Florida, Inc.~~ Duke Energy Florida

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



SECTION NO. VII
~~SECOND-THIRD~~ REVISED SHEET NO. 7.280
CANCELS ~~FIRST-SECOND~~ SHEET NO. 7.280

RESERVED FOR FUTURE USE

ISSUED BY: ~~Lori J. Cross, Manager, Utility Regulatory Planning-Florida~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~October 1, 2008~~ April 29, 2013



SECTION NO. VII
~~SECOND-THIRD~~ REVISED SHEET NO. 7.281
CANCELS ~~FIRST-SECOND~~ SHEET NO. 7.281

RESERVED FOR FUTURE USE

ISSUED BY: ~~Lori J. Cross, Manager, Utility Regulatory Planning-Florida~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~October 1, 2008~~ April 29, 2013



SECTION NO. VII
~~SECOND-THIRD~~ REVISED SHEET NO. 7.282
CANCELS ~~FIRST-SECOND~~ SHEET NO. 7.282

RESERVED FOR FUTURE USE

ISSUED BY: ~~Lori J. Cross, Manager, Utility Regulatory Planning-Florida~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL

EFFECTIVE: ~~October 1, 2008~~ April 29, 2013



~~PROGRESS ENERGY FLORIDA, INC. DUKE ENERGY FLORIDA, INC.~~
STANDARD INTERCONNECTION AGREEMENT
FOR TIER 1 CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS (10kw or less)

THIS AGREEMENT is made this _____ day of _____, _____, by and between _____ (hereinafter called the Customer), located at the address shown in the attached Application and Compliance Form, and ~~Progress Energy Florida, Inc. Duke Energy Florida, Inc.~~, a corporation organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Customer has made a request to interconnect its renewable generation Tier 1 system(s), 10 kilowatts or less in total, which is primarily intended to offset part or all of the customer's electricity requirements, with the Company's electric supply grid at the Customer's presently metered location.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

General Responsibilities of Both Parties:

1. The Customer certifies that the system's hardware and its installation, operation and maintenance is in compliance and shall continue to comply with the applicable standards, codes and manufacturer's instructions set forth in the Application and Compliance Form attached hereto and incorporated herein, and that all other information therein provided by the Customer is true and correct. The Customer shall notify the Company in writing of any changes to its system.
2. The Customer shall not be required to pay any application fee for this Tier 1 Customer-owned renewable generation system interconnection.
3. In order to commence the process for interconnection, the Customer shall provide the Company a completed application. Applications can be downloaded from the Company's website: www.progress-energy.com/florida/home/renewable-energy/interconnect.page.
4. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the Company's utility system in delivering and restoring system power; and is responsible for insuring that the equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to insure that it is operating correctly and safely.
5. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1 and UL 1741.
6. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to item 5 listed above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
7. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
8. The Company recommends that the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000) to the extent permitted by law. For government entities, proof of self-insurance consistent with law shall satisfy this requirement.
9. The total capacity of the Customer generation system(s) does not exceed 90% of the rating of service currently provided to the customer (based on service size, transformer rating, etc.) and has a total gross power rating of 10kw or less.

(Continued on Next Page)

10. The Company may isolate the Customer's system from the distribution grid using the manual disconnect switch, if available, or by disconnecting the meter without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the disconnection of the Customer's system are:
- (a) Company utility system emergencies or maintenance requirements.
 - (b) Hazardous conditions existing on the Company's utility system due to the operation of the Customer's generation or protective equipment as determined by the Company.
 - (c) Adverse electrical effects (such as power quality problems) on the electrical equipment of the company's other electric consumers caused by the Customer's generation as determined by the Company.

In the event the Company disconnects the Customer's system without prior notice, the Company will leave a door hanger notifying the customer of the disconnection including an explanation of the conditions requiring such action.

11. The Customer, to the extent permitted by law without waiving or limiting any defenses of sovereign immunity, shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company's system, except when the loss occurs due to the negligent actions of the Customer. Nothing herein shall be intended to serve as a waiver or limitation of Customer's sovereign immunity defenses as allowed by law.
12. Prior to connection and parallel operation of the Customer's generation system with the Company's electric system, the Customer shall provide 10 days notice and permit the Company, if it should so choose, to inspect the system and its component equipment and the documents necessary to insure compliance with various sections of this Agreement and to have personnel present on the in-service date of the Customer's generation system equipment and protective apparatus.
13. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's generation system. Specifically, any company inspection of the Customer's system shall not be construed as confirming or endorsing the Customer's system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any of the Customer's equipment or procedures.
14. The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. The value of such excess generation shall be reflected on the Customer's bill based on the Company's applicable net metering for customer-owned renewable generation tariff approved by the Florida Public Service Commission. This tariff can be found at the Company's website – www.progress-energy.com/florida/home/renewable-energy/interconnect.page.
15. In the event the Company elects to install a manual disconnect switch, it shall be at the Company's expense. The Company installed disconnect switch shall be the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generator and any Customer wiring connected to the Company's system. The disconnect switch shall be mounted separate from, but adjacent to the Company's meter socket. The Customer shall ensure that such disconnect switch shall remain readily accessible to the Company and be capable of being locked in the open position with a single Company utility lock.
16. On termination of services pursuant to this Agreement, the Company shall remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the generation system and any associated equipment from the Company's electric supply system, and notify the Company that the isolation is complete.

Inspection and On-going Compliance:

17. The Company will provide the Customer with as much notice as reasonably possible, either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspections and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its Customers. At any time without notice in the event of emergency or hazardous conditions, the Company shall have access to the customers premise to operate a manual disconnect switch or disconnect the meter.

(Continued on Next Page)

Modifications/Additions to Customer-owned Renewable Generation:

18. If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify the Company by submitting a new application specifying the modification at least thirty days prior to making the modification.
19. If the Customer adds another Customer-owned renewable generator system which i.) utilizes the same utility inter-active inverter for both systems; or ii.) utilizes a separate utility inter-active inverter for each system the Customer shall provide thirty days notice prior to installation.
20. In the event any Customer modifications or additions result in the input to any Company meter so as to qualify as a Tier 2 or Tier 3 system, then all terms and condition, including appropriate notice, of the Interconnection Agreement for Tier 2 or Tier 3 systems shall apply.
21. The Interconnection Agreement which applies in instances described in sections 18-20 above shall be determined by the maximum output of the generation system(s) which is connected to the Company's meter. In all instances described in this section, the Customer shall submit a new application to the Company and shall enter into a new Interconnection Agreement.

Renewable Energy Credits:

22. The Customer shall retain any Renewable Energy Certificates produced by the Customer-owned renewable generation equipment; and any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to the Company.

Lease Agreements:

23. The Customer shall provide the Company a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.
24. The Customer shall not enter into any lease agreement that results in the retail sale of electricity. Notwithstanding this restriction, in the event the Customer so enters such an agreement, the Customer may become subject to the Florida Public Service Commission's jurisdiction and may be subject to various fines and penalties.

Assignment:

25. The Customer shall not have the right to assign its benefits or obligations under this Agreement without the Company's prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement, agreeing to all its requirements. The Customer shall notify the Company in writing prior to any such anticipated assignment.
26. An assignee to this Interconnection Agreement shall have the same rights, responsibilities and obligations as the assigning Party.

Entire Agreement:

27. In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit or any third parties lending money to or having other transactions with Customer or any assignee of this Agreement.
28. Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. – Interconnection and Net Metering of Customer-owned Renewable Generation.

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- 29. The Customer must execute this Interconnection Agreement and the Customer's subsequent application submitted there-under and return it to the Company at least thirty calendar days prior to beginning parallel operations.
- 30. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company's Tariff as may be modified, changed, or amended from time to time.
- 31. The Company's tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements, as may be applicable, are incorporated by reference.
- 32. This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.
- 33. For those Customers which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

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

CUSTOMER

Signature of Customer or Authorized Representative

Title of Authorized Representative

Customer Account Number _____



SECTION NO. VII
 FIRST REVISED SHEET NO. 7317
 CANCELS ORIGINAL SHEET NO. 7.317

INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS
 TO ~~PROGRESS ENERGY FLORIDA INC, DUKE ENERGY FLORIDA, INC~~ ELECTRIC GRID
 APPLICATION AND COMPLIANCE FORM

FOR TIER 1 SYSTEMS (10 KW or less)

A. Applicant Information	
Name: _____	PEFI-DEF Account No.: _____
Mailing Address: _____	
City: _____	Zip Code: _____
Street Address (if different): _____	
Daytime Phone: _____	Fax: _____ Email: _____
B. System Information	
System 1 Information (please check): Wind _____ Solar _____ Other (please state type) _____	
System Name/Model: _____	System Capacity: _____ watts
List Manufacturer/Model for: _____	
Generator/modules: _____	Inverter: _____ Batteries (if applicable): _____
System Location: _____	Inverter Location: _____
Permission to monitor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
System 2 Information (please check): Wind _____ Solar _____ Other (please state type) _____	
System Name/Model: _____	System Capacity: _____ watts
List Manufacturer/Model for: _____	
Generator/modules: _____	Inverter: _____ Batteries (if applicable): _____
System Location: _____	Inverter Location: _____
Permission to monitor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
C. Installation Contractor Information	
Installation Contractor: _____	FL License No.: _____
Address: _____	
City: _____	Zip Code: _____
Daytime Phone: _____	Fax: _____ Email: _____
Proposed Installation Date: _____	
D. Hardware and Installation Compliance	
1. The system hardware is in compliance with <i>Underwriters Laboratories (UL) 1741, and IEEE 1547 standards for utility interconnected inverters.</i>	
Signed (Contractor): _____	Date: _____
Name (Print): _____	Company: _____
E. Owner Acknowledgment	
The system has been installed to my satisfaction and I have been given system warranty information, and an operation manual. Also, I have been thoroughly instructed in the operation and maintenance of the system.	
Signed (Owner): _____	Date: _____
F. Electrical Code Inspection	
Satisfies Code Requirements	
Inspector Name (Print): _____	
Inspector Signature: _____	Date: _____
G. Progress Energy Florida, Inc, Duke Energy Florida, Inc. Approval	
Satisfies PEFI-DEF Interconnection Requirements	
PEFI-DEF Representative Name (Print): _____	Phone: _____
PEFI-DEF Representative Signature: _____	Date: _____



~~PROGRESS ENERGY FLORIDA, INC. DUKE ENERGY FLORIDA, INC.~~
STANDARD INTERCONNECTION AGREEMENT
FOR TIER 2 CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS (>10kw, <= 100kw)

THIS AGREEMENT is made this _____ day of _____, _____, by and between _____ (hereinafter called the Customer), located at the address shown in the attached Application and Compliance Form, and ~~Progress Energy Florida, Inc. Duke Energy Florida, Inc.~~, a corporation organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Customer has made a request to interconnect its renewable generation Tier 2 system(s), more than 10 kilowatts or less than or equal to 100 kilowatts in total, which is primarily intended to offset part or all of the customer's electricity requirements, with the Company's electric supply grid at the Customer's presently metered location.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

General Responsibilities of Both Parties:

1. The Customer certifies that the system's hardware and its installation, operation and maintenance is in compliance and shall continue to comply with the applicable standards, codes and manufacturer's instructions set forth in the Application and Compliance Form attached hereto and incorporated herein, and that all other information therein provided by the Customer is true and correct. The Customer shall notify the Company in writing of any changes to its system.
2. The Customer shall pay an application fee of \$240 for this Tier 2 Customer-owned renewable generation system interconnection.
3. In order to commence the process for interconnection, the Customer shall provide the Company a completed application. Applications can be downloaded from the Company's website: www.progress-energy.com/florida/home/renewable-energy/interconnect.page.
4. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the Company's utility system in delivering and restoring system power; and is responsible for insuring that the equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to insure that it is operating correctly and safely.
5. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1 and UL 1741.
6. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to item 5 listed above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
7. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
8. The Company requires that the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000) to the extent permitted by law. The Customer shall provide the Company proof of continuing insurance coverage on an annual basis. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.
9. The total capacity of the Customer generation system(s) does not exceed 90% of the rating of service currently provided to the customer (based on service size, transformer rating, etc.) and has a total gross power rating of greater than 10kw up to 100kw.

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ISSUED BY: ~~Lori J. Cross, Manager, Utility Regulatory Planning-Florida~~ Javier J. Portuondo, Director, Rates & Regulatory Strategy - FL — NMRG - Tier 2

EFFECTIVE: ~~October 2, 2012~~ April 29, 2013

10. The Company may isolate the Customer's system from the distribution grid using the manual disconnect switch without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the disconnection of the Customer's system are:
- (a) Company utility system emergencies or maintenance requirements.
 - (b) Hazardous conditions existing on the Company's utility system due to the operation of the Customer's generation or protective equipment as determined by the Company.
 - (c) Adverse electrical effects (such as power quality problems) on the electrical equipment of the company's other electric consumers caused by the Customer's generation as determined by the Company.
 - (d) Failure of the Customer to maintain the required insurance coverage.

In the event the Company disconnects the Customer's system without prior notice, the Company will leave a door hanger notifying the customer of the disconnection including an explanation of the conditions requiring such action.

11. The Customer, to the extent permitted by law without waiving or limiting any defenses of sovereign immunity, shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company's system, except when the loss occurs due to the negligent actions of the Customer. Nothing herein shall be intended to serve as a waiver of limitation of Customer's sovereign immunity defenses as allowed by law.
12. Prior to connection and parallel operation of the Customer's generation system with the Company's electric system, the Customer shall provide 10 days notice and permit the Company, if it should so choose, to inspect the system and its component equipment and the documents necessary to insure compliance with various sections of this Agreement and to have personnel present on the in-service date of the Customer's generation system equipment and protective apparatus.
13. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's generation system. Specifically, any company inspection of the Customer's system shall not be construed as confirming or endorsing the Customer's system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any of the Customer's equipment or procedures.
14. The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. The value of such excess generation shall be reflected on the Customer's bill based on the Company's applicable net metering for customer-owned renewable generation tariff approved by the Florida Public Service Commission. This tariff can be found at the Company's website - www.progress-energy.com/florida/home/renewable-energy/interconnect.page.
15. The Customer must install a manual AC load break disconnect switch at their expense which shall be mounted separate from, but adjacent to the Company's meter socket. The Customer shall ensure that such disconnect switch shall remain readily accessible to the Company and be capable of being locked in the open position with a single Company utility lock.
16. On termination of services pursuant to this Agreement, the Company shall remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the generation system and any associated equipment from the Company's electric supply system, and notify the Company that the isolation is complete.

Inspection and On-going Compliance:

17. The Company will provide the Customer with as much notice as reasonably possible, either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspections and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its Customers. At any time without notice in the event of emergency or hazardous conditions, the Company shall have access to the customers premise to operate the manual disconnect switch.

Modifications/Additions to Customer-owned Renewable Generation:

18. If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify the Company by submitting a new application specifying the modification at least thirty days prior to making the modification.

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19. If the Customer adds another Customer-owned renewable generator system which i.) utilizes the same utility inter-active inverter for both systems; or ii.) utilizes a separate utility inter-active inverter for each system the Customer shall provide thirty days notice prior to installation.
20. In the event any Customer modifications or additions result in the input to any Company meter so as to qualify as a Tier 3 system, then all terms and condition, including appropriate notice, of the Interconnection Agreement for Tier 3 systems shall apply.
21. The Interconnection Agreement which applies in instances described in sections 18-20 above shall be determined by the maximum output of the generation system(s) which is connected to the Company's meter. In all instances described in this section, the Customer shall submit a new application to the Company and shall enter into a new Interconnection Agreement.

Renewable Energy Credits:

22. The Customer shall retain any Renewable Energy Certificates produced by the Customer-owned renewable generation equipment; and any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to the Company.

Lease Agreements:

23. The Customer shall provide the Company a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.
24. The Customer shall not enter into any lease agreement that results in the retail sale of electricity. Notwithstanding this restriction, in the event the Customer so enters such an agreement, the Customer may become subject to the Florida Public Service Commission's jurisdiction and may be subject to various fines and penalties.

Assignment:

25. The Customer shall not have the right to assign its benefits or obligations under this Agreement without the Company's prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement, agreeing to all its requirements. The Customer shall notify the Company in writing prior to any such anticipated assignment.
26. An assignee to this Interconnection Agreement shall have the same rights, responsibilities and obligations as the assigning Party.

Entire Agreement:

27. In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit or any third parties lending money to or having other transactions with Customer or any assignee of this Agreement.
28. Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. – Interconnection and Net Metering of Customer-owned Renewable Generation.
29. The Customer must execute this Interconnection Agreement and the Customer's subsequent application submitted there-under and return it to the Company at least thirty calendar days prior to beginning parallel operations.
30. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company's Tariff as may be modified, changed, or amended from time to time.

(Continued on Next Page)



- 31. The Company's tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements, as may be applicable, are incorporated by reference.
- 32. This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.
- 33. For those Customers which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

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

CUSTOMER

COMPANY

Signature of Customer or Authorized Representative

Signature of Company Representative

Title of Authorized Representative

Title of Company Representative

Customer Account Number _____



~~PROGRESS ENERGY FLORIDA, INC. DUKE ENERGY FLORIDA, INC.~~
STANDARD INTERCONNECTION AGREEMENT
FOR TIER 3 CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS (>100kw, <= 2mw)

THIS AGREEMENT is made this _____ day of _____, _____, by and between _____ (hereinafter called the Customer), located at the address shown in the attached Application and Compliance Form, and ~~Progress Energy Florida, Inc. Duke Energy Florida, Inc.~~, a corporation organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Customer has made a request to interconnect its renewable generation Tier 3 system(s), more than 100 kilowatts or less than or equal to 2 megawatts in total, which is primarily intended to offset part or all of the customer's electricity requirements, with the Company's electric supply grid at the Customer's presently metered location.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

General Responsibilities of Both Parties:

1. The Customer certifies that the system's hardware and its installation, operation and maintenance is in compliance and shall continue to comply with the applicable standards, codes and manufacturer's instructions set forth in the Application and Compliance Form attached hereto and incorporated herein, and that all other information therein provided by the Customer is true and correct. The Customer shall notify the Company in writing of any changes to its system.
2. The Customer shall pay an application fee of \$750 for this Tier 3 Customer-owned renewable generation system interconnection.
3. In order to commence the process for interconnection, the Customer shall provide the Company a completed application. Applications can be downloaded from the Company's website: www.progress-energy.com/florida/home/renewable-energy/interconnect.page.
4. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the Company's utility system in delivering and restoring system power; and is responsible for insuring that the equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to insure that it is operating correctly and safely.
5. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1 and UL 1741. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to item 5 listed above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
6. The Company requires that the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars (\$2,000,000). The Customer shall provide the Company proof of continuing insurance coverage on an annual basis to the extent permitted by law. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.
7. The total capacity of the Customer generation system(s) does not exceed 90% of the rating of service currently provided to the customer (based on service size, transformer rating, etc.) and has a total gross power rating of greater than 100kw up to 2mw.

(Continued on Next Page)

8. The Company may isolate the Customer's system from the distribution grid using the manual disconnect switch without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the disconnection of the Customer's system are:
- (a) Company utility system emergencies or maintenance requirements.
 - (b) Hazardous conditions existing on the Company's utility system due to the operation of the Customer's generation or protective equipment as determined by the Company.
 - (c) Adverse electrical effects (such as power quality problems) on the electrical equipment of the company's other electric consumers caused by the Customer's generation as determined by the Company.
 - (d) Failure of the Customer to maintain the required insurance coverage.

In the event the Company disconnects the Customer's system without prior notice, the Company will leave a door hanger notifying the customer of the disconnection including an explanation of the conditions requiring such action.

9. The Customer, to the extent permitted by law without waiving or limiting any defenses of sovereign immunity, shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company's system, except when the loss occurs due to the negligent actions of the Customer. Nothing herein shall be intended to serve as a waiver of limitation of Customer's sovereign immunity defenses as allowed by law.
10. Prior to connection and parallel operation of the Customer's generation system with the Company's electric system, the Customer shall provide 10 days notice and permit the Company, if it should so choose, to inspect the system and its component equipment and the documents necessary to insure compliance with various sections of this Agreement and to have personnel present on the in-service date of the Customer's generation system equipment and protective apparatus.
11. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's generation system. Specifically, any company inspection of the Customer's system shall not be construed as confirming or endorsing the Customer's system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any of the Customer's equipment or procedures.
12. The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. The value of such excess generation shall be reflected on the Customer's bill based on the Company's applicable net metering for customer-owned renewable generation tariff approved by the Florida Public Service Commission. This tariff can be found at the Company's website – www.progress-energy.com/florida/home/renewable-energy/interconnect.page.
13. The Customer must install a manual AC load break disconnect switch at their expense which shall be mounted separate from, but adjacent to the Company's meter socket. The Customer shall ensure that such disconnect switch shall remain readily accessible to the Company and be capable of being locked in the open position with a single Company utility lock.
14. On termination of services pursuant to this Agreement, the Company shall remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the generation system and any associated equipment from the Company's electric supply system, and notify the Company that the isolation is complete.

Inspection and On-going Compliance:

15. The Company will provide the Customer with as much notice as reasonably possible, either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspections and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its Customers. At any time without notice in the event of emergency or hazardous conditions, the Company shall have access to the customers premise to operate the manual disconnect switch.

Modifications/Additions to Customer-owned Renewable Generation:

16. If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify the Company by submitting a new application specifying the modification at least thirty days prior to making the modification.

(Continued on Next Page)

19. If the Customer adds another Customer-owned renewable generator system which i.) utilizes the same utility inter-active inverter for both systems; or ii.) utilizes a separate utility inter-active inverter for each system the Customer shall provide thirty days notice prior to installation.
20. In the event any Customer modifications or additions result in the input to any Company meter so as to exceed the limits of a Tier 3 system (capacity of more than 2 megawatts), then all terms and conditions of the net metering tariff no longer apply and the customer will be required to enter an agreement to sell all power to the Company at the As-Available and COG-1 tariff or the Standard Offer and COG-2 tariff.
21. The Interconnection Agreement which applies in instances described in sections 18-20 above shall be determined by the maximum output of the generation system(s) which is connected to the Company's meter. In all instances described in this section, the Customer shall submit a new application to the Company and shall enter into a new Interconnection Agreement.

Renewable Energy Credits:

22. The Customer shall retain any Renewable Energy Certificates produced by the Customer-owned renewable generation equipment; and any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to the Company.

Lease Agreements:

23. The Customer shall provide the Company a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.
24. The Customer shall not enter into any lease agreement that results in the retail sale of electricity. Notwithstanding this restriction, in the event the Customer so enters such an agreement, the Customer may become subject to the Florida Public Service Commission's jurisdiction and may be subject to various fines and penalties.

Assignment:

25. The Customer shall not have the right to assign its benefits or obligations under this Agreement without the Company's prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement, agreeing to all its requirements. The Customer shall notify the Company in writing prior to any such anticipated assignment.
26. An assignee to this Interconnection Agreement shall have the same rights, responsibilities and obligations as the assigning Party.

Entire Agreement:

27. In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit or any third parties lending money to or having other transactions with Customer or any assignee of this Agreement.
28. Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. – Interconnection and Net Metering of Customer-owned Renewable Generation.
29. The Customer must execute this Interconnection Agreement and the Customer's subsequent application submitted there-under and return it to the Company at least thirty calendar days prior to beginning parallel operations.
30. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company's Tariff as may be modified, changed, or amended from time to time.

(Continued on Next Page)



- 31. The Company's tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements, as may be applicable, are incorporated by reference.
- 32. This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.
- 33. For those Customers which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

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

CUSTOMER

COMPANY

Signature of Customer or Authorized Representative

Signature of Company Representative

Title of Authorized Representative

Title of Company Representative

Customer Account Number _____



INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS
 TO PROGRESS ENERGY FLORIDA INC, DUKE ENERGY FLORIDA, INC. ELECTRIC GRID
 APPLICATION AND COMPLIANCE FORM
 FOR TIER 2 and 3 SYSTEMS (greater than 10 KW)

Parts A & B to be Completed upon Initial Application

A. Applicant Information	
Name: _____	PEFI-DEF Account No.: _____
Mailing Address: _____	
City: _____	Zip Code: _____
Street Address (if different): _____	
Daytime Phone: _____	Fax: _____ Email: _____
B. System Information	
System 1 Information (please check): Wind _____ Solar _____ Other (please state type) _____	
System Name/Model: _____	System Capacity: _____ watts
List Manufacturer/Model for:	
Generator/modules: _____	Inverter: _____ Batteries (if applicable): _____
System Location: _____	Inverter Location: _____
Permission to monitor? <input type="checkbox"/> Yes <input type="checkbox"/> No	
System 2 Information (please check): Wind _____ Solar _____ Other (please state type) _____	
System Name/Model: _____	System Capacity: _____ watts
List Manufacturer/Model for:	
Generator/modules: _____	Inverter: _____ Batteries (if applicable): _____
System Location: _____	Inverter Location: _____
Permission to monitor? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Parts C –G To be Completed upon Final Compliance

C. Installation Contractor Information	
Installation Contractor: _____	FL License No.: _____
Address: _____	
City: _____	Zip Code: _____
Daytime Phone: _____	Fax: _____ Email: _____
Proposed Installation Date: _____	
D. Hardware and Installation Compliance	
1. The system hardware is in compliance with <i>Underwriters Laboratories (UL) 1741, and IEEE 1547 standards for utility interconnected inverters.</i>	
Signed (Contractor): _____	Date: _____
Name (Print): _____	Company: _____
E. Owner Acknowledgment	
The system has been installed to my satisfaction and I have been given system warranty information, and an operation manual. Also, I have been thoroughly instructed in the operation and maintenance of the system.	
Signed (Owner): _____	Date: _____
F. Electrical Code Inspection	
Satisfies Code Requirements	
Inspector Name (Print): _____	Date: _____
Inspector Signature: _____	Date: _____
G. <u>Progress Energy Florida, Inc. Duke Energy Florida, Inc.</u> Approval	
Satisfies PEFI-DEF Interconnection Requirements	
PEFI-DEF Representative Name (Print): _____	Phone: _____
PEFI-DEF Representative Signature: _____	Date: _____



**AGREEMENT FOR PURCHASE OF AS-AVAILABLE ENERGY
AND/OR PARALLEL OPERATION WITH A QUALIFYING FACILITY**

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Appendix A - Interconnection Scheduling and Cost Responsibility	9.200
Appendix B - Parallel Operating Procedures	9.250
Appendix C - Rates	9.300



SECTION No. IX
~~SECOND-THIRD~~ REVISED SHEET No. 9.101
CANCELS ~~FIRST-SECOND~~ REVISED SHEET No. 9.101

**AGREEMENT FOR THE PURCHASE OF
AS-AVAILABLE AND/OR PARALLEL OPERATION WITH
A QUALIFYING FACILITY**

between

and

~~PROGRESS~~DUKE ENERGY FLORIDA

ISSUED BY: ~~Mark A. Myers, Vice President, Finance~~ Javier Portuondo, Director, Rates & Regulatory Strategy - FL
EFFECTIVE: ~~December 19, 2003~~ April 29, 2013



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AGREEMENT

This Agreement ("Agreement") is made and entered by and between _____, a _____, having its principal place of business at _____ (hereinafter referred to as the "QF"), and Florida Power Corporation d.b.a. ~~Progress~~Duke Energy Florida, a private utility corporation organized under the laws of the State of Florida, having its principal place of business at St. Petersburg, Florida (hereinafter referred to as the "Company"). The QF and the Company may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the QF desires Parallel Operation with the Company and the Company desires to purchase any as available energy to be generated by the Facility and made available for sale to the Company, consistent with FPSC Rules 25-17.080, 25-17.082, 25-17.0825, 25-17.084, 26-17.086, 25-17.087, 25-17.0883 and 25-17.0889, as such rules may be amended from time to time; and

WHEREAS, the QF will engage in interconnected operation of the QF's generating facility with either the Company or with [utility]'s system (hereinafter referred as the "Transmission Service Utility") which is directly interconnected at one or more points with the Company.

NOW, THEREFORE, for mutual consideration, the Parties covenant and agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement and in the Appendices hereto, the following capitalized terms shall have the following meanings:

- 1.1 **Appendices** means the schedules, exhibits and attachments which are appended hereto and are hereby incorporated by reference and made a part of this Agreement.
 - 1.1.1 **Appendix A** sets forth the Company's Interconnection Scheduling and Cost Procedures.
 - 1.1.1 **Appendix B** sets forth the Company's Parallel Operating Procedures.
 - 1.1.2 **Appendix C** sets forth the Company's Rates for Purchase of As-Available Energy.
- 1.2 **Company's Interconnection Facilities** means all equipment located on the Company's side of the Point of Delivery, (including without limitation), equipment for connection, switching, transmission, distribution, protective relaying and safety provisions which in the Company's judgment is required to be installed for the delivery and measurement of electric energy into the Company's system on behalf of the QF, including all metering and telemetering equipment installed for the measurement of such energy regardless of its location in relation to the Point of Delivery.
- 1.3 **As-Available Energy** means energy produced and sold by a QF on an hour-by-hour basis for which contractual commitments as to quantity, time, or reliability of delivery are not required.
- 1.4 **Distributed Resource** means a facility that is defined as a Distributed Resource in the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems.
- 1.5 **Execution Date** means the date on which the Company executes this Agreement.

- 1.6 **Facility** means all equipment, as described in this Agreement, used to produce electric energy and, for a cogeneration facility, used to produce useful thermal energy through the sequential use of energy.
- 1.7 **FERC** means the Federal Energy Regulatory Commission and any successor.
- 1.8 **FPSC** means the Florida Public Service Commission and any successor.
- 1.9 **Force Majeure Event** means an event or occurrence that is not reasonably foreseeable by a Party, is beyond its reasonable control, and is not caused by its negligence or lack of due diligence, including, but not limited to, natural disasters, fire, lightning, wind, perils of the sea, flood, explosions, acts of God or the public enemy, strikes, lockouts, vandalism, blockages, insurrections, riots, war, sabotage, action of a court or public authority, or accidents to or failure of equipment or machinery, including, if applicable, equipment of the Transmission Service Utility.
- 1.10 **Interconnection Costs** means the actual costs incurred by the Company for the Company's Interconnection Facilities, including, without limitation, the cost of equipment, engineering, communication and administrative activities.
- 1.11 **Interconnection Costs Offset** means the estimated costs included in the Interconnection Costs that the Company would have incurred if it were not purchasing electric energy but instead itself generated or purchased from other sources an equivalent amount of electric energy and provided normal service to the Facility as if it were a non-generating customers.
- 1.12 **KW** means one (1) kilowatt of electric capacity.
- 1.13 **KWH** means one (1) kilowatt-hour of electric energy.
- 1.14 **Parallel Operation** means the QF will engage in interconnected operation of the QF's generating facility with the Company.

- 1.15 **Point of Delivery** means the point(s) where electric energy delivered to the Company pursuant to this Agreement enters the Company's system.
- 1.16 **Point of Metering** means the point(s) where electric energy made available for delivery to the Company, subject to adjustment for losses, is measured.
- 1.17 **Point of Ownership** means the interconnection point(s) between the Facility and the interconnected utility.
- 1.18 **Qualifying [Small Power Production or Cogeneration] Facility ("QF")** means a facility that meets the requirements defined in FPSC Rule 25-17.080.

ARTICLE II: FACILITY

- 2.1 The Facility shall be located in _____ of Section _____ Township _____, Range _____. The Facility shall meet all other specifications identified in the Appendices hereto in all material respects and no change in the designated location of the Facility shall be made by the QF. The Facility shall be designed and constructed by the QF or its agents at the QF's sole expense.
- 2.2 Throughout the Term of this Agreement, the Facility shall be a Qualifying [Cogeneration or Small Power Production] Facility.

ARTICLE III TERM

The Term of this agreement shall begin on the Execution Date and shall continue until terminated by the Company for good cause or by the QF. Upon termination or expiration of this Agreement, the Parties shall be relieved of their obligations under this Agreement except for the obligation to pay each other all monies under this Agreement, which obligation shall survive termination or expiration.

ARTICLE IV: PURCHASE OF AS-AVAILABLE ENERGY

- 4.1 The QF shall sell and arrange for delivery of the As-Available Energy to the Company and the Company agrees to purchase, accept and pay for the As-Available Energy made available to the Company and which the Company is able to receive at the Point of Delivery in accordance with the terms and conditions of this Agreement, or a separately negotiated contract.
- 4.2 The QF shall not commence initial deliveries of energy to the Point of Delivery without the prior written consent of the Company, which consent shall not unreasonably be withheld.

ARTICLE V: INTERCONNECTION SCHEDULING AND COST RESPONSIBILITIES QF PARALLEL OPERATING PROCEDURES

- 5.1 The QF's interconnection scheduling and cost responsibilities and parallel operating procedures shall be those specified in Appendices A and B. Interconnection with, and delivery into, the Company's system must be accomplished in accordance with the provisions of FPSC Rule 25-17.087. Additionally, as provided in FPSC Order No. PSC-06-0707-PAA-EI, issued August 18, 2006, in Docket No. 060410-EI, for a QF that is a Distributed Resource, the QF's interconnection with the Company's system must be accomplished in accordance with the provisions of the IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems that is in effect at the time of construction.
- 5.2 The location and voltage of the Point of Interconnection and the Point of Metering will be specified by the Company.

ARTICLE VI: ENERGY PAYMENTS

- 6.1 For that electric energy received by the Company at the Point of Delivery each month, the Company will pay the QF an amount as computed in Appendix C.
- 6.2 Energy payments pursuant to sections 9.1.1 and 9.1.2 hereof shall be subject to the delivery voltage adjustment value applicable to the Facility and approved from time to time by the FPSC pursuant to Appendix C.

ARTICLE VII: CHARGES TO THE QF

The Company shall bill and the QF shall pay all charges applicable under Appendix A and C.

ARTICLE VIII: METERING

- 8.1 All electric energy shall be capable of being measured as described in Appendix C, Determination of Payment, at the Point of Metering. All electric energy delivered to the Company shall be adjusted for losses from the Point of Metering to the Point of Delivery. Any additional required metering equipment to measure electric energy and the telemetering equipment necessary to transmit such measurements to a location specified by the Company shall be installed, calibrated and maintained by the Company and all related costs shall be charged to the QF, pursuant to Appendix A, as part of the Company's Interconnection Facilities.
- 8.2 All meter testing and related billing corrections, for electricity sold and purchased by the Company, shall conform to the metering and billing guidelines contained in FPSC Rules 25-6.052 through 25-6.060 and FPSC Rule 25-6.103, as they may be amended from time to time, notwithstanding that such guidelines apply to the utility as the seller of electricity.

ARTICLE IX: PAYMENT PROCEDURE

- 9.1 Bills shall be issued and payments shall be made monthly to the QF and by the QF in accordance with the following procedures:
- 9.1.1 The electric energy payment calculated for a given month shall be tendered, with cost tabulations showing the basis for payment, by the Company to the QF as a single payment. Such payments to the QF shall be due and payable twenty (20) business days following the date the meters are read.

- 9.1.2 When any amount is owing from the QF, the Company shall issue a monthly bill to the QF with cost tabulations showing the basis for the charges. All amounts owing to the Company from the QF shall be due and payable twenty (20) business days after the date of the Company's billing statement. Amounts owing to the Company for retail electric service shall be payable in accordance with the provisions of the applicable rate schedule.
- 9.1.3 At the option of the QF, the Company will provide a net payment or net bill, whichever is applicable, that consolidates amounts owing to the QF with amounts owing to the Company.
- 9.1.4 Except for charges for retail electric service, any amount due and payable from either Party to the other pursuant to this Agreement that is not received by the due date shall accrue interest from the due date at the rate equal to the thirty (30) day highest grade commercial paper as published in the Wall Street Journal on the first business day of each month. Such interest shall be compounded monthly.
- 9.1.5 The QF may elect net sale or simultaneous purchase and sale in accordance with the provisions of FPSC Rule 25-17.082, such election not to be changed more often than every twelve (12) months.

ARTICLE X: INSURANCE

The provisions of this Article do not apply to a QF whose Facility is not directly interconnected with the Company's system.

- 10.1 The QF shall deliver to the Company, at least fifteen (15) days prior to the commencement of any work on the Company's Interconnection Facilities, a certificate of insurance certifying the QF's coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida naming the QF as a named insured and the

Company as an additional named insured, which policy shall contain a broad form contractual endorsement specifically covering liabilities arising out of the interconnection with the Facility, or caused by the operation of the Facility or by the QF's failure to maintain the Facility in satisfactory and safe operating condition.

10.2 The insurance policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than \$1,000,000 for each occurrence. The required insurance policy shall be endorsed with a provision requiring the insurance company to notify the Company at least thirty (30) days prior the effective date of any cancellation or material change in the policy.

10.3 The QF shall pay all premiums and other charges due on said insurance policy and shall keep said policy in force during the entire period of interconnection with the Company.

ARTICLE XI: REGULATORY CHANGES

The Parties agree that the Company's payment obligations under this Agreement are expressly conditioned upon the mutual commitments set forth in this Agreement. Payments for as-available energy made to QF's pursuant to this Agreement shall be recovered by the Company through the Commission's periodic review of fuel and purchased power.

ARTICLE XII: FACILITY RESPONSIBILITY AND ACCESS

12.1 Representatives of the Company shall at all reasonable times have access to the Facility and to property owned or controlled by the QF and having relationship to the interconnection for the purpose of inspecting, testing, and obtaining other technical information deemed necessary by the Company in connection with this Agreement. Any inspections or testing by the Company shall not relieve the QF of its obligation to maintain the Facility.

12.2 In no event shall any Company statement, representation, or lack thereof, either express or implied, relieve the QF of its exclusive responsibility for the Facility and its exclusive obligations, if applicable, with the Transmission Service Utility. Any Company inspection of property or equipment owned or controlled by the QF or the Transmission Service Utility, or any Company review of or consent to the QF's or the Transmission Service Utility's plans, shall not be construed as endorsing the design, fitness or operation of the Facility or the Transmission Service Utility's equipment nor as a warranty or guarantee.

12.3 The Company shall reactivate the Company's Interconnection Facilities at its own expense if the same are rendered inoperable due to actions of the Company or its agents, or a Force Majeure Event.

ARTICLE XIII: INDEMNIFICATION

The QF agrees to indemnify and save harmless the Company and its employees, officers, and directors against any and all liability, loss, damage, costs or expense which the Company, its employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the QF in performing its obligations pursuant to this Agreement or the QF's failure to abide by the provisions of this Agreement. The Company agrees to indemnify and save harmless the QF and its employees, officers, and directors against any and all liability, loss, damage, cost or expense which the QF, its employees, officers, and directors may hereafter incur, suffer, or be required to pay by reason of negligence on the part of the Company in performing its obligations pursuant to this Agreement or the Company's failure to abide by the provisions of this Agreement. The QF agrees to include the Company as an additional insured in any liability insurance policy or policies the QF obtains to protect the QF's interests with respect to the QF's indemnity and hold harmless assurance to the Company contained in this Article.



**ARTICLE XIV: EXCLUSION OF INCIDENTAL
CONSEQUENTIAL AND INDIRECT DAMAGES**

Neither Party shall be liable to the other for incidental, consequential or indirect damages, including, but not limited to, the cost of replacement power, whether arising in contract, tort, or otherwise.

ARTICLE XV: COMMUNICATIONS

15.1 Any non-emergency or operational notice, request, consent, payment or other communication made pursuant to this Agreement to be given by one Party to the other Party shall be in writing, either personally delivered or mailed to the representative of said other Party designated in this section, and shall be deemed to be given when received. Notices and other communications by the Company to the QF shall be addressed to:

Notices to the Company shall be addressed to:

Manager-Cogeneration Contracts & Administration
ProgressDuke Energy Florida
P.O. Box 14042
St. Petersburg, FL 33733

15.2 Communications made for emergency or operational reasons may be made to the following persons and shall thereafter be confirmed promptly in writing.

To The Company: System Dispatcher on Duty
Title: System Dispatcher
Telephone: (727) 866-5888
Telecopier: (727) 384-7865

To The QF: Name: _____
Title: _____
Telephone: () _____
Telecopier: () _____

15.3 Either Party may change its representatives names in this section by prior written notice to the other Party.

15.4 The Parties' representatives designated above shall have full authority to act for their respective principals in all technical matters relating to the performance of this Agreement. However, they shall not have the authority to amend, modify, or waive any provision of this Agreement.

ARTICLE XVI: SECTION HEADINGS FOR CONVENIENCE

Article or section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

ARTICLE XVII: GOVERNING LAW

The interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Florida.



IN WITNESS WHEREOF, the QF and the Company have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

The Qualifying Facility:

By: _____

Title: _____

Date: _____

ATTEST:

The Company:

By: _____

Title: _____

Date: _____

ATTEST:

APPENDIX A

INTERCONNECTION SCHEDULING AND COST RESPONSIBILITY

1.0 Purpose

This appendix provides the procedures for the scheduling of construction for the Company's Interconnection Facilities as well as the cost responsibility of the QF for the payment of Interconnection Costs. This appendix applies to all QF's, whether or not their Facility will be directly interconnected with the Company's system. All requirements contained herein shall apply in addition to and not in lieu of the provisions of the Agreement.

2.0 Submission of Plans and Development of Interconnection Schedules and Cost Estimates

2.1 No later than sixty (60) days after the Execution Date, the QF shall specify the date it desires the Company's Interconnection Facilities to be available for receipt of the electric energy and shall provide a preliminary written description of the Facility and, if applicable, the QF's anticipated arrangements with the Transmission Service Utility, including without limitation, a one-line diagram, anticipated Facility site data and any additional facilities anticipated to be needed by the Transmission Service Utility. Based upon the information provided, the Company shall develop preliminary written Interconnection Costs and scheduling estimates for the Company's Interconnection Facilities within sixty (60) days after the information is provided. The schedule developed hereunder will indicate when the QF's final electrical plans must be submitted to the Company pursuant to section 2.2 hereof.

2.2 The QF shall submit the Facility's final electrical plans and all revisions to the information previously submitted under section 2.1 hereof to the Company no later than the date specified under section 2.1 hereof, unless such date is modified in the Company's reasonable discretion. Based upon the information provided and within sixty (60) days after the information is provided, the Company shall update its written Interconnection Costs and schedule estimates, provide the estimated time period required for construction of the Company's Interconnection Facilities, and specify the date by which the Company must receive notice from the QF to initiate construction, which date shall, to the extent practical, be consistent with the QF's schedule for delivery of energy into the Company's system. The final electrical plans shall include the following information, unless all or a portion of such information is waived by the Company in its discretion:

- a. Physical layout drawings, including dimensions;
- b. All associated equipment specifications and characteristics including technical parameters, ratings, basic impulse levels, electrical main one-line diagrams, schematic diagrams, system protections, frequency, voltage, current and interconnection distance;
- c. Functional and logic diagrams, control and meter diagrams, conductor sizes and length, and any other relevant data which might be necessary to understand the Facility's proposed system and to be able to make a coordinated system;
- d. Power requirements in watts and vars;
- e. Expected radio-noise, harmonic generation and telephone interference factor;
- f. Synchronizing methods; and
- g. Facility operating/instruction manuals.
- h. If applicable, a detailed description of the facilities to be utilized by the Transmission Service Utility to deliver energy to the Point of Delivery.

- 2.3 Any subsequent change in the final electrical plans shall be submitted to the Company and it is understood and agreed that any such changes may affect the Company's schedules and Interconnection Costs as previously estimated.
- 2.4 The QF shall pay the actual costs incurred by the Company to develop all estimates pursuant to section 2.1 and 2.2 hereof and to evaluate any changes proposed by the QF under section 2.3 hereof, as such costs are billed pursuant to Article VII of the Agreement. At the Company's option, advance payment for these cost estimates may be required, in which event the Company will issue an adjusted bill reflecting actual costs following completion of the cost estimates.
- 2.5 The Parties agree that any cost or scheduling estimates provided by the Company hereunder shall be prepared in good faith but shall not be binding. The Company may modify such schedules as necessary to accommodate contingencies that affect the Company's ability to initiate or complete the Company's Interconnection Facilities and actual costs will be used as the basis for all final charges hereunder.

3.0 Payment Obligations for Interconnection Costs.

- 3.1 The Company shall have no obligation to initiate construction of the Company's Interconnection Facilities prior to a written notice from the QF agreeing to the Company's interconnection design requirements and notifying the Company to initiate its activities to construct the Company's Interconnection Facilities; provided, however, that such notice shall be received not later than the date specified by the Company under section 2.2 hereof. The QF shall be liable for and agrees to pay all Interconnection Costs incurred by the Company on or after the specified date for initiation of construction.
- 3.2 The QF agrees to pay all of the Company's actual Interconnection Costs as such costs are incurred and billed in accordance with Article VII of the Agreement. Such amounts shall be billed pursuant to section 3.2.1 if the QF elects the payment option

permitted by FPSC Rule 25-17.087(3). Otherwise the QF shall be billed pursuant to section 3.2.2.

3.2.1 Upon a showing of credit worthiness, the QF shall have the option of making monthly installment payments for Interconnection Costs over a period no longer than thirty six (36) months. The period selected is _____ months. Principal payments will be based on the estimated Interconnection Costs less the Interconnection Costs Offset, divided by the repayment period in months to determine the monthly principal payment. Payments will be invoiced in the first month following first incurrence of Interconnection Costs by the Company. Invoices to the QF will include principal payments plus interest on the unpaid balance, if any, calculated at a rate equal to the thirty (30) day highest grade commercial paper rate as published in the Wall Street Journal on the first business day of each month. The final payment or payments will be adjusted to cause the sum of principal payments to equal the actual Interconnection Costs.

3.2.2 When Interconnection Costs are incurred by the Company, such costs will be billed to the QF to the extent that they exceed the Interconnection Costs Offset.

3.3 If the QF notifies the Company in writing to interrupt or cease interconnection work at any time and for any reason, the QF shall nonetheless be obligated to pay the Company for all costs incurred in connection with the Company's Interconnection Facilities through the date of such notification and for all additional costs for which the Company is responsible pursuant to binding contracts with third parties

4.0 Payment Obligation for Operation, Maintenance and Repair of the Company's Interconnection Facilities

The QF also agrees to pay monthly through the Term of the Agreement for all costs associated with the operation, maintenance and repair of the Company's Interconnection Facilities, based on a percentage of the total Interconnection Costs net of the Interconnection Costs Offset, as set forth in Appendix C.

APPENDIX B

PARALLEL OPERATING PROCEDURES

1.0 Purpose

This appendix provides general operating, testing, and inspection procedures intended to promote the safe parallel operation of the Facility with the Company's system. All requirements contained herein shall apply in addition to and not in lieu of the provisions of the Agreement.

2.0 Schematic Diagram

Exhibit B-1, attached hereto and made a part hereof, is a schematic diagram showing the major circuit components connecting the Facility and the Company's [substation] and showing the Point of Delivery and the Point of Metering and/or Point of Ownership, if different. All switch number designations initially left blank on Exhibit B-1 will be inserted by the Company on or before the date on which the Facility first operates in parallel with the Company's system.

3.0 Operating Standards

3.1 The QF and the Company will independently provide for the safe operation of their respective facilities, including periods during which the other Party's facilities are unexpectedly energized or de-energized.

3.2 The QF shall reduce, curtail, or interrupt electrical generation or take other appropriate action for so long as it is reasonably necessary, which in the judgment of the QF or the Company may be necessary to operate and maintain a part of either Party's system, to address, if applicable, an emergency on either Party's system.

3.3 As provided in the Agreement, the QF shall not operate the Facility's electric generation equipment in parallel with the Company's system without prior written consent of the Company. Such consent shall not be given until the QF has satisfied all criteria under the Agreement and has:

- (i) submitted to and received consent from the Company of its as-built electrical specifications;
- (ii) demonstrated to the Company's satisfaction that the Facility is in compliance with the insurance requirements of the Agreement; and
- (iii) demonstrated to the Company's satisfaction that the Facility is in compliance with all regulations, rules, orders, or decisions of any governmental or regulatory authority having jurisdiction over the Facility's generating equipment or the operation of such equipment.

3.4 After any approved Facility modifications are completed, the QF shall not resume parallel operation with the Company's system until the QF has demonstrated that it is in compliance with all the requirements of section 4.2 hereof.

3.5 The QF shall be responsible for coordination and synchronization of the Facility's equipment with the Company's electrical system, and assumes all responsibility for damage that may occur from improper coordination or synchronization of the generator with the utility's system.

3.6 The Company shall have the right to open and lock, with a Company padlock, manual disconnect switch numbers(s) _____ and isolate the Facility's generation system without prior notice to the QF. To the extent practicable, however, prior notice shall be given. Any of the following conditions shall be cause for disconnection:

1. Company system emergencies and/or maintenance repair and construction requirements;
2. hazardous conditions existing on the Facility's generating or protective equipment as determined by the Company;
3. adverse effects of the Facility's generation to the Company's other electric consumers and/or system as determined by the Company;
4. failure of the QF to maintain any required insurance; or
5. failure of the QF to comply with any existing or future regulations, rules, orders or decisions of any governmental or regulatory authority having jurisdiction over the Facility's electric generating equipment or the operation of such equipment.

3.7 The Facility's electric generation equipment shall not be operated in parallel with the Company's system when auxiliary power is being provided from a source other than the Facility's electric generation equipment.

3.8 Neither Party shall operate switching devices owned by the other Party, except that the Company may open the manual disconnect switch number(s) _____ owned by the QF pursuant to section 3.6 hereof.

3.9 Should one Party desire to change the operating position of a switching device owned by the other Party, the following procedures shall be followed:

- (i) The Party requesting the switching change shall orally agree with an authorized representative of the other Party regarding which switch or switches are to be operated, the requested position of each switching device, and when each switch is to be operated.
- (ii) The Party performing the requested switching shall notify the requesting Party when the requested switching change has been completed.
- (iii) Neither Party shall rely solely on the other party's switching device to provide electrical isolation necessary for personnel safety. Each Party will perform work on its side of the Point of Ownership as if its facilities are energized or test for voltage and install grounds prior to beginning work.
- (iv) Each Party shall be responsible for returning its facilities to approved operating conditions, including removal of grounds, prior to the Company authorizing the restoration of parallel operation.
- (v) The Company shall install one or more red tags similar to the red tag shown in Exhibit B-2 attached hereto and made a part hereof, on all open switches. **Only Company personnel on the Company's switching and tagging list shall remove and/or close any switch bearing a Company red tag under any circumstances.**

3.10 Should any essential protective equipment fail or be removed from service for maintenance or construction requirements, the Facility's electric generation equipment shall be disconnected from the Company's system. To accomplish this

disconnection, the QF shall either (i) open the generator breaker number(s) _____;
or (ii) open the manual disconnect switch number(s) _____.

3.10.1 If the QF elects option (i), the breaker assembly shall be opened and drawn out by QF personnel. As promptly as practicable, Company personnel shall install a Company padlock and a red tag on the breaker enclosure door.

3.10.2 If the QF elects option (ii), the switch shall be opened by QF personnel or by Company personnel and, as promptly as practicable, Company personnel will install a Company padlock and a red tag.

4.0 Inspection and Testing

4.1 The inspection and testing of all electrical relays governing the operation of the generator's circuit breaker shall be performed in accordance with manufacturer's recommendations, but in no case less than once every 12 months. This inspection and testing shall include, but not be limited to, the following:

- (i) electrical checks on all relays and verification of settings electrically;
- (ii) cleaning of all contacts;
- (iii) complete testing of tripping mechanisms for correct operating sequence and proper time intervals; and
- (iv) visual inspection of the general condition of the relays.

- 4.2 In the event that any essential relay or protective equipment is found to be inoperative or in need of repair, the QF shall notify the Company of the problem and cease parallel operation of the generator until repairs or replacements have been made. The QF shall be responsible for maintaining records of all inspections and repairs and shall make said records available to the Company upon request.
- 4.3 The Company shall have the right to operate and test any of the Facility's protective equipment to assure accuracy and proper operation. This testing shall not relieve the QF of the responsibility to assure proper operation of its equipment and to perform routine maintenance and testing.

5.0 Notification

- 5.1 Communications made for emergency or operational reasons may be made to the following persons and shall thereafter be confirmed promptly in writing:

To The Company: System Dispatcher on Duty
Title: System Dispatcher
Telephone: (727)384-7211
Telecopier: (727)384-7865

To The QF: Name _____
Title: _____
Telephone: _____
Telecopier: _____

- 5.2 Each Party shall provide as much notification as practicable to the other Party regarding planned outages of equipment that may affect the other Party's operation.



SECTION No. IX
~~SECOND~~^{THIRD} REVISED SHEET No. 9.256
CANCELS ~~FIRST~~^{SECOND} REVISED SHEET No. 9.256

EXHIBIT B-1

Exhibit B-1 will be unique for each Facility
and must be complete prior to parallel
operation with the Company

EXHIBIT B-2

A switch or switch point (i.e., elbow, open jumpers, etc.) with a red tag attached is open and shall not be closed under any circumstances. After a switch has been red tagged, that switch cannot be closed until the red tag is removed. Red tags can only be removed when authorized by a specific written order.



**APPENDIX C
RATES**

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**APPENDIX C
RATES****SCHEDULE 1****PAYMENTS FOR AS-AVAILABLE ENERGY****Payments:**

As-Available Energy is purchased at a unit cost, in cents per kilowatt-hour, based on the Company's actual hourly avoided energy costs which are calculated by the Company in accordance with the methodology described in Schedule 2 of this Appendix. Customer charges directly attributable to the purchase of As-Available Energy from the Qualifying Facility are deducted from the Qualifying Facility's total monthly energy payment. Avoided energy costs include incremental fuel and identifiable variable operation and maintenance expenses, and identifiable variable utility power purchases. An adjustment for line losses reflecting delivery voltage shall also be included. When interchange transactions take place, the incremental costs are calculated after the purchase or before the sale of the interchange energy. All sales shall be adjusted for losses from the point of metering to the point of interconnection.

Estimated As-Available Energy Cost:

Upon request by a qualifying facility or any interested person, each utility shall provide within 30 days its most current projections of its generation mix, fuel price by type of fuel, and at least a five year projection of fuel forecasts to estimate future as-available energy prices as well as any other information reasonably required by the qualifying facility to project future avoided cost prices including, but not limited to, a 24 hour advance forecast of hour-by-hour avoided energy costs. The Company may charge an appropriate fee, not to exceed the actual cost of production and copying, for providing such information.

**APPENDIX C
RATES****SCHEDULE 2****METHODOLOGY FOR CALCULATING AVOIDED ENERGY COSTS****Introduction:**

A unit commitment computer program is utilized to determine the hourly avoided energy cost as the basis for purchase of as-available energy from qualifying facilities. All economic, unit constraint, and system requirements data necessary for program execution is based on real time data accumulated during the hour that energy was received.

Determination of Energy Block Size:

The energy received from all as-available QFs is determined by the Company's Meter Department for metered energy and the Company's Energy Control Department for telemetered energy. The Energy Control Department combines these inputs to determine the total energy received by the Company from QFs for the period. The energy block size will be the equivalent of this total divided by the number of hours in the period, rounded to the nearest five MW. The energy price payable to the QFs will be based on this energy block size. A time aligned matrix of energy received from each QF excluding non-time-of-day QFs (less than 100 KW) is produced from this data (Energy Received Matrix).

Unit Commitment Program Execution:

The Unit Commitment Program is executed with the following hourly input data for the desired period:

1. Unit constraint data to simulate actual unit operating conditions and availability.
2. Resource economic data consistent with the data used in the actual dispatch of energy resources. This includes a replacement cost of fuel based on an average forecast price from the Company's suppliers for oil, the price for interruptible gas, and the spot market price of coal.
3. System load and operating/spinning reserve requirements actually experienced.
4. Interchange purchases in the magnitude and at the average variable cost actually incurred. The cost of emergency purchases shall be assumed equal to that of the average unit cost of emergency purchases made during the prior twelve months' period for which emergency purchase information is available.

The unit commitment program is executed a second time for the same period with an increase in the hourly system load equal to the energy block size. All other data remain the same.

Determination of Energy Price:

A comparison of the unit commitment program executions described above produces the energy prices. The hourly cost of the second execution minus the corresponding hourly cost of the first execution equals the hourly energy cost avoided by the Company as a result of the energy supplied by the QFs. These hourly avoided energy costs will be arranged into a time aligned matrix of energy prices (Energy Price Matrix).

**APPENDIX C
RATES****SCHEDULE 2
METHODOLOGY FOR CALCULATING AVOIDED ENERGY COSTS**

Page 2 of 2

Determination of Identifiable Variable Operation & Maintenance Cost:

The Company's Fossil Plant Performance Department examines for a five year historic period all the Company's production operation and maintenance expenses excluding fuel costs and identifies the variable component. A ratio of variable costs to total O&M costs excluding fuel is derived for various fossil generating types. The appropriate ratio is applied to each fossil generating type's unit cost (on a KWH basis) for the most current twelve months' period to establish the current variable O&M unit cost for each generating type. These unit costs are then weighted according to the current twelve months' generation output of each generating type to determine the average current variable O&M unit cost.

Determination of Line Loss (Delivery Voltage) Adjustment:

The Company's average system line losses are analyzed annually for the prior calendar year, and delivery efficiencies are developed for the transmission, distribution primary, and distribution secondary voltage levels. This analysis is provided in the Company's semi-annual fuel cost recovery filing with the FPSC in Exhibit Schedule E1. An adjustment factor, calculated as the reciprocal of the appropriate delivery efficiency factor, is applicable to the above determined avoided costs to reflect the delivery voltage level at which QF energy is received by the Company.

Determination of Payment:

The actual payment to each QF for the period is determined by one of the following methods:

1. For QFs (less than 100 KW) Time-of-Day Metered

Average On-Peak and Off-Peak energy prices derived from the "Energy Price Matrix" are applied to the QF's corresponding On-Peak and Off-Peak energy contained in the "Energy Received Matrix." Added to this amount is an amount representing avoided variable O&M cost which is calculated by applying the Company's variable O&M cost per KWH to the total energy received by the Company from the QF. The total amount derived is then adjusted by the delivery voltage adjustment.

2. For QFs (less than 100 KW) Non-Time-of-Day Metered

The average Off-Peak energy price derived from the "Energy Price Matrix" is applied to the QF's energy contained in the "Energy Received Matrix." Added to this amount is an amount representing avoided variable O&M cost which is calculated by applying the Company's variable O&M cost per KWH to the total energy received by the Company from the QF. The total amount derived is then adjusted by the delivery voltage adjustment.

3. For QFs (100 KW or Greater) Hourly Metered

The "Energy Price Matrix" is applied to corresponding elements of the QF's "Energy Received Matrix." Added to this amount is an amount representing avoided variable O&M cost which is calculated by applying the Company's variable O&M cost per KWH to the total energy received by the Company from the QF. The total amount derived is then adjusted by the delivery voltage adjustment.

**APPENDIX C
RATES****SCHEDULE 3****CHARGES TO QUALIFYING FACILITY****Customer Charges:**

The Qualifying Facility shall be billed \$74.42 monthly for the costs of meter reading, billing, and other appropriate administrative costs.

Operation, Maintenance, and Repair Charges:

The Qualifying Facility shall be billed monthly for the costs associated with the operation, maintenance, and repair 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.

The Qualifying Facility shall pay a monthly charge equal to 0.50% of the Interconnection Costs less the Interconnection Costs Offset.

Taxes and Assessments:

The Qualifying Facility shall be billed or credited monthly an amount equal to the taxes, assessments, or other impositions, if any, for which the Company is liable as a result of its installation of facilities in connection with this Agreement, its purchase of As-Available Energy produced by the Qualifying Facility, or any other activity undertaken pursuant to this Agreement. Such amount billed shall not include any amounts (i) for which the Company would have been liable had it generated or purchased from other sources an equivalent amount of electric energy; or (ii) which are recovered by the Company.



STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY
AND ENERGY FROM A RENEWABLE ENERGY PRODUCER
OR QUALIFYING FACILITY LESS THAN 100 KW

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SECTION NO. IX
~~ORIGINAL FIRST REVISED SHEET NO. 9.401~~
~~CANCELS ORIGINAL SHEET NO. 9.401~~

STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY
AND ENERGY FROM A RENEWABLE ENERGY PRODUCER
OR QUALIFYING FACILITY LESS THAN 100 KW

between

and

~~PROGRESS~~DUKE ENERGY FLORIDA



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1. Definitions

“AFR” means the Facility’s annual fuel requirement.

“AFTR” means the Facility’s annual fuel transportation requirement

“Annual Capacity Billing Factor” or “ACBF” means 12 month rolling average of the Monthly Availability Factor as further defined and explained in Appendix A.

“Appendices” shall mean the schedules, exhibits, and attachments which are appended hereto and are hereby incorporated by reference and made a part of this Contract. Such Appendices include:

“Appendix A” sets forth the Monthly Capacity Payment Calculation.

“Appendix B” sets forth the Termination Fee.

“Appendix C” sets forth the Detailed Project Information.

“Appendix D” sets forth Rate Schedule COG-2.

“Appendix E” sets forth the Agreed Upon Payment Schedules and Other Mutual Agreements

“Appendix F” sets forth Florida Public Service Commission ("FPSC") Rules 25-17.080 through 25-17.310, F.A.C.

“As-Available Energy Rate” means the rate calculated by ~~PEFDEF~~ in accordance with FPSC Rule 25-17.0825, F.A.C., and ~~PEFDEF~~'s Rate Schedule COG-1, as they may each be amended from time to time

“Authorization to Construct” means authorization issued by any appropriate Government Agency to construct or reconstruct the Facility granted to RF/QF in accordance with the laws of the State of Florida and any relevant federal law.

“Avoided Unit” means the electrical generating unit described in Section 4 upon which this Contract is based.

“Avoided Unit Energy Cost” has the meaning assigned to it in Appendix D.

“Avoided Unit Fuel Cost” has the meaning assigned to it in Appendix D.

“Avoided Unit Heat Rate” means the average annual heat rate of the Avoided Unit as defined in Section 4.

“Avoided Unit In-Service Date” means the date upon which the Avoided Unit would have started commercial operation as specified in Section 4.

“Avoided Unit Life” means the economic life of the Avoided Unit.



SECTION NO. IX
~~FIRST-SECOND~~ REVISED SHEET NO. 9.405
CANCELS ~~ORIGINAL-FIRST REVISED~~ SHEET NO.
9.405

“Avoided Unit Variable O&M” means the Avoided Unit variable operation and maintenance expenses as defined in Section 4. The annual escalation will begin in the payment for January deliveries.

“Base Capacity Payment” or “BCP” means capacity payment rates defined in Appendix D and further defined by the selection of Option A,B,C or D in Section 9.2 or in Appendix E if applicable.

“Base Performance Security Amount” means the dollar amount per MW listed in the Table 2 in Section 11 for years 1-5 associated with the applicable credit class of the Party.

“Base Year” means the year that this Contract was approved by the FPSC.

“Business Day” means any day except a day upon which banks licensed to operate in the State of Florida are authorized, directed or permitted to close, Saturday, Sunday or a weekday that is observed as a public holiday in the State of Florida.

“CAMD” means the Clean Air Markets Division of the Environmental Protection Agency or successor administrator (collectively with any local, state, regional, or federal entity given jurisdiction over a program involving transferability of Environmental Attributes).

“Capacity” means the minimum average hourly net capacity (generator output minus auxiliary load) measured over the Committed Capacity Test Period.

“Capacity Delivery Date” means the first calendar day immediately following the date of the Facility's successful completion of the first Committed Capacity Test.

“Capacity Payment” means the payment defined in Section 9.2 and Appendix A.

“Committed Capacity” or “CC” means the capacity in MW that the RF/QF commits to sell to ~~PEFDEF~~, the amount of which shall be determined in accordance with Section 7 and Appendix D.

“Committed Capacity Test” means the testing of the capacity of the Facility performed in accordance with the procedures set forth in Section 8.

“Committed Capacity Test Period” means a test period of twenty-four (24) consecutive hours.

“Completed Permits Date” means the date by which the RF/QF must complete licensing, certification, and all federal, state and local governmental, environmental, and licensing approvals required to initiate construction of the Facility. This date is specified in Section 4.

“Completion/Performance Security” means the security described in Section 11.

“Conditions Precedent” shall have the meaning assigned to it in Section 5.

“Contract” means this standard offer contract for the purchase of Firm Capacity and Energy from a Renewable Energy Producer or Qualifying Facility with a nameplate capacity of less than 100 kW.

“Creditworthy” with respect to a Party or its credit support provider, as applicable, means a party is rated by at least two (2) of the three (3) following rating agencies Standard & Poor’s (S&P), Moody’s Investor Services (Moody’s) and Fitch Rating Services (Fitch). Rating shall be the unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement). Both ratings (if company is only rated by 2 of the 3 agencies) or at least two (2) of the three (3) (if company is rated by all three agencies) must be (i) BBB- or greater from S&P (ii) Baa3 or greater from Moody’s (iii) BBB- or greater from Fitch.

“DEF” has the meaning assigned to it in the opening paragraph of this Contract.

“DEF Entities” has the meaning assigned to it in Section 16.

“DEF Guarantee” means a guarantee provided by DEF Guarantor that is acceptable to RF/QF whose approval may not be unreasonably withheld.

“DEF Guarantor” means a party that, at the time of execution and delivery of its DEF Guarantee is a direct or indirect owner of DEF and is (a) Creditworthy or is (b) reasonably acceptable to RF/QF as having verifiable Creditworthiness and a net worth sufficient to secure DEF’s obligations.

“DEF Security Account” means an account designated by DEF for the benefit of DEF free and clear of all liens (including liens of any lenders) to be established and maintained at a Qualified Institution pursuant to a control agreement in a form and substance acceptable to DEF whose cost is to be borne by the RF/QF.

“Demonstration Period” means a sixty-hour period in which the Committed Capacity Test must be completed.

“Distribution System” means the distribution system consisting of electric lines, electric plant, transformers and switchgear used for conveying electricity to ultimate consumers, but not including any part of the Transmission System.

“Dispute” shall have the meaning assigned to it in Section 20.9.

“Drop Dead Date” means the date which is twelve (12) months following the Execution Date.

“Eastern Prevailing Time” or “EPT” means the time in effect in the Eastern Time Zone of the United States of America, whether Eastern Standard Time or Eastern Daylight Savings Time.

“Effective Date” has the meaning assigned to it in Section 5.

“Electrical Interconnection Point” means the physical point at which the Facility is connected with the Transmission System or, if RF/QF interconnects with a Transmission System other than DEF’s, DEF’s interconnection with the Transmission Provider’s Transmission System, or such other physical point on which RF/QF and DEF may agree.

“Demonstration Period” means a sixty hour period in which the Committed Capacity Test must be completed.

“Distribution System” means the distribution system consisting of electric lines, electric plant, transformers and switchgear used for conveying electricity to ultimate consumers, but not including any part of the Transmission System.

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“Effective Date” has the meaning assigned to it in Section 5.

“Electrical Interconnection Point” means the physical point at which the Facility is connected with the Transmission System or, if RF/QF interconnects with a Transmission System other than PEF's, PEF's interconnection with the Transmission Provider's Transmission System, or such other physical point on which RF/QF and PEF may agree.

“Eligible Collateral” means (i) a Letter of Credit from a Qualified Institution or (ii) cash deposited into a ~~PEFDEF~~ Security Account by RF/QF or RF/QF Security Account by ~~PEFDEF~~, as the case may be, or (iii) RF/QF Guarantee or ~~PEFDEF~~ Guarantee or a combination of (i), (ii) and/or (iii) as outlined in Section 11.

“Energy” means megawatt-hours generated by the Facility of the character commonly known as three-phase, sixty hertz electric energy that is delivered at a nominal voltage at the Electrical Interconnection Point.

“Environmental Attributes” means all attributes of an environmental or other nature that are created or otherwise arise from the Facility's generation of electricity from a renewable energy source in contrast with the generation of electricity using nuclear or fossil fuels or other traditional resources. Forms of such attributes include, without limitation, any and all environmental air quality credits, green credits, renewable energy credits (“RECs”), carbon credits, emissions reduction credits, certificates, tags, offsets, allowances, or similar products or rights, howsoever entitled, (i) resulting from the avoidance of the emission of any gas, chemical, or other substance, including but not limited to, mercury, nitrogen oxide, sulfur dioxide, carbon dioxide, carbon monoxide, particulate matter or similar pollutants or contaminants of air, water or soil gas, chemical, or other substance, and (ii) attributable to the generation, purchase, sale or use of Energy from or by the Facility, or otherwise attributable to the Facility during the Term. Environmental Attributes include, without limitation, those currently existing or arising during the Term under local, state, regional, federal, or international legislation or regulation relevant to the avoidance of any emission described in this Contract under any governmental, regulatory or voluntary program, including, but not limited to, the United Nations Framework Convention on Climate Change and related Kyoto Protocol or other programs, laws or regulations involving or

administered by the Clean Air Markets Division of the Environmental Protection Agency (“CAMD”) or successor administrator (collectively with any local, state, regional, or federal entity given jurisdiction over a program involving transferability of Environmental Attributes.).

“Event of Default” has the meaning assigned to it in Section 14.

“Execution Date” has the meaning assigned to it in the opening paragraph of this Contract.

“Exemplary Early Capacity Payment Date” means the exemplary date used to calculate Capacity Payments for Option B and D. This date is specified in Section 4. The actual Capacity Payments for Option B and D will be calculated based upon the Capacity Delivery Date.

“Expiration Date” means the final date upon which this Contract can be executed. This date is specified in Section 4.

“Facility” means all equipment, as described in this Contract, used to produce electric energy and, and all equipment that is owned or controlled by the RF/QF required for parallel operation with the Transmission System. In the case of a cogenerator the Facility includes all equipment that is owned or controlled by the RF/QF to produce useful thermal energy through the sequential use of energy.

“Environmental Attributes” means all attributes of an environmental or other nature that are created or otherwise arise from the Facility’s generation of electricity from a renewable energy source in contrast with the generation of electricity using nuclear or fossil fuels or other traditional resources. Forms of such attributes include, without limitation, any and all environmental air quality credits, green credits, renewable energy credits (“RECs”), carbon credits, emissions reduction credits, certificates, tags, offsets, allowances, or similar products or rights, howsoever entitled, (i) resulting from the avoidance of the emission of any gas, chemical, or other substance, including but not limited to, mercury, nitrogen oxide, sulfur dioxide, carbon dioxide, carbon monoxide, particulate matter or similar pollutants or contaminants of air, water or soil gas, chemical, or other substance, and (ii) attributable to the generation, purchase, sale or use of Energy from or by the Facility, or otherwise attributable to the Facility during the Term. Environmental Attributes include, without limitation, those currently existing or arising during the Term under local, state, regional, federal, or international legislation or regulation relevant to the avoidance of any emission described in this Contract under any governmental, regulatory or voluntary program, including, but not limited to, the United Nations Framework Convention on Climate Change and related Kyoto Protocol or other programs, laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency (“CAMD”) or successor administrator (collectively with any local, state, regional, or federal entity given jurisdiction over a program involving transferability of Environmental Attributes.);

“Event of Default” has the meaning assigned to it in Section 14.

“Execution Date” has the meaning assigned to it in the opening paragraph of this Contract.

“Exemplary Early Capacity Payment Date” means the exemplary date used to calculate Capacity Payments for Option B and D. This date is specified in Section 4. The actual Capacity Payments for Option B and D will be calculated based upon the Capacity Delivery Date.

“Expiration Date” means the final date upon which this Contract can be executed. This date is specified in Section 4.

“Facility” means all equipment, as described in this Contract, used to produce electric energy and, and all equipment that is owned or controlled by the RF/QF required for parallel operation with the Transmission System. In the case of a cogenerator the Facility includes all equipment that is owned or controlled by the RF/QF to produce useful thermal energy through the sequential use of energy.

“Financial Closing” means the fulfillment of each of the following conditions:

- (a) the execution and delivery of the Financing Documents; and
- (b) all Conditions Precedent to the initial availability for disbursement of funds under the Financing Documents (other than relating to the effectiveness of this Contract) are satisfied or waived.

“Financing Documents” shall mean documentation with respect to any private equity investment in RF/QF, any loan agreements (including agreements for any subordinated debt), notes, bonds,

indentures, guarantees, security agreements and hedging agreements relating to the financing or refinancing of the design, development, construction, Testing, Commissioning, operation and maintenance of the Facility or any guarantee by any Financing Party of the repayment of all or any portion of such financing or refinancing.

“Financing Party” means the Persons (including any trustee or agent on behalf of such Persons) providing financing or refinancing to or on behalf of RF/QF for the design, development, construction, testing, commissioning, operation and maintenance of the Facility (whether limited recourse, or with or without recourse).

“Firm Capacity and Energy” has the meaning assigned to it in Appendix D.

“Firm Capacity Rate” has the meaning assigned to it in Appendix D.

“Firm Energy Rate” has the meaning assigned to it in Appendix D.

“Force Majeure” has the meaning given to it in Section 18.

“FPSC” means the Florida Public Service Commission or its successor.

“Government Agency” means the United States of America, or any state or any other political subdivision thereof, including without limitation, any municipality, township or county, and any domestic entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, without limitation, any corporation or other entity owned or controlled by any of the foregoing.

“Governmental Approval” means any authorization, consent, approval, license, ruling, permit, exemption, variance, order, judgment, instruction, condition, direction, directive, decree, declaration of or regulation by any Government Agency relating to the construction, development, ownership, occupation, start-up, Testing, operation or maintenance of the Facility or to the execution, delivery or performance of this Contract as any of the foregoing are in effect as of the date of this Contract.

“Gross Domestic Price Implicit Price Deflator” or “GDPIPD” has the meaning assigned to it in Section 11.

~~“Financing Documents” shall mean documentation with respect to any private equity investment in RF/QF, any loan agreements (including agreements for any subordinated debt), notes, bonds, indentures, guarantees, security agreements and hedging agreements relating to the financing or refinancing of the design, development, construction, Testing, Commissioning, operation and maintenance of the Facility or any guarantee by any Financing Party of the repayment of all or any portion of such financing or refinancing.~~

~~“Financing Party” means the Persons (including any trustee or agent on behalf of such Persons) providing financing or refinancing to or on behalf of RF/QF for the design, development, construction, testing, commissioning, operation and maintenance of the Facility (whether limited recourse, or with or without recourse).~~

~~“Firm Capacity and Energy” has the meaning assigned to it in Appendix D.~~

~~“Firm Capacity Rate” has the meaning assigned to it in Appendix D.~~

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~~“Governmental Approval” means any authorization, consent, approval, license, ruling, permit, exemption, variance, order, judgment, instruction, condition, direction, directive, decree, declaration of or regulation by any Government Agency relating to the construction, development, ownership, occupation, start-up, Testing, operation or maintenance of the Facility or to the execution, delivery or performance of this Contract as any of the foregoing are in effect as of the date of this Contract.~~

~~“Gross Domestic Price Implicit Price Deflator” or “GDPIPD” has the meaning assigned to it in Section 11.~~

~~“IEEE” means the Institute of Electrical and Electronics Engineers, Inc.~~

~~“Indemnified Party” has the meaning assigned to it in Section 16.~~

~~“Indemnifying Party” has the meaning assigned to it in Section 16.~~

~~“Initial Reduction Value” has the meaning assigned to it in Appendix B.~~

~~“Insurance Services Office” has the meaning assigned to it in Section 17.~~

“KVA” means one or more kilovolts-amperes of electricity, as the context requires.

“kW” means one or more kilowatts of electricity, as the context requires.

“kWh” means one or more kilowatt-hours of electricity, as the context requires.

“Letter of Credit” means a stand-by letter of credit from a Qualified Institution that is acceptable to DEF whose approval may not be unreasonably withheld.

“LOI” means a letter of intent for fuel supply.

“Material Adverse Change” means as to DEF, that DEF or DEF Guarantor, if applicable, or, as to RF/QF, that RF/QF or RF/QF Guarantor, if applicable, any of the following events: (a) such party is no longer Creditworthy or (b) the party of Party’s guarantor, if applicable, defaults on an aggregate of fifty million dollars (\$50,000,000) or five percent (5%) of equity, whichever is less.

“MCPC” means the Monthly Capacity Payment for Option A.

“Monthly Billing Period” means the period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 a.m., on the Capacity Delivery Date and ending with the last calendar day of such month.

“Monthly Availability Factor” or “MAF” means the total energy received during the Monthly Billing Period for which the calculation is made, divided by the product of Committed Capacity times the total hours during the Monthly Billing Period.

“Monthly Capacity Payment” or “MCP” means the payment for Capacity calculated in accordance with Appendix A.

“MW” means one or more megawatts of electricity, as the context requires.

“MWh” means one or more megawatt-hours of electricity, as the context requires.

“Option A” means normal Capacity Payments as described in Appendix D.

“Option B” means early Capacity Payments as described in Appendix D.

“KVA” means one or more kilovolts-ampere of electricity, as the context requires.

“kW” means one or more kilowatts of electricity, as the context requires.

“kWh” means one or more kilowatt hours of electricity, as the context requires.

“Letter of Credit” means a stand by letter of credit from a Qualified Institution that is acceptable to PEF whose approval may not be unreasonably withheld.

“LOI” means a letter of intent for fuel supply.

“Material Adverse Change” means as to PEF, that PEF or PEF Guarantor, if applicable, or, as to RF/QF, that RF/QF or RF/QF Guarantor, if applicable, any of the following events: (a) such party is no longer Creditworthy or (b) the party of Party’s guarantor, if applicable, defaults on an aggregate of fifty million dollars (\$50,000,000) or five percent (5%) of equity, whichever is less.

“MCPC” means the Monthly Capacity Payment for Option A.

“Monthly Billing Period” means the period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 a.m., on the Capacity Delivery Date and ending with the last calendar day of such month.

“Monthly Availability Factor” or “MAF” means the total energy received during the Monthly Billing Period for which the calculation is made, divided by the product of Committed Capacity times the total hours during the Monthly Billing Period.

“Monthly Capacity Payment” or “MCP” means the payment for Capacity calculated in accordance with Appendix A.

“MW” means one or more megawatts of electricity, as the context requires.

“MWh” means one or more megawatt hours of electricity, as the context requires.

“Option A” means normal Capacity Payments as described in Appendix D.

“Option B” means early Capacity Payments as described in Appendix D.

“Option C” means levelized Capacity Payments as described in Appendix D.

“Option D” means early levelized Capacity Payments as described in Appendix D.

“Party” or “Parties” has the meaning assigned to it in the opening paragraph of this Contract.

“PEF” has the meaning assigned to it in the opening paragraph of this Contract.

“PEF Entities” has the meaning assigned to it in Section 16.

~~“PEF Guarantee” means a guarantee provided by PEF Guarantor that is acceptable to RF/QF whose approval may not be unreasonably withheld.~~

~~“PEF Guarantor” means a party that, at the time of execution and delivery of its PEF Guarantee is a direct or indirect owner of PEF and is (a) Creditworthy or is (b) reasonably acceptable to RF/QF as having verifiable Creditworthiness and a net worth sufficient to secure PEF’s obligations.~~

~~“PEF Security Account” means an account designated by PEF for the benefit of PEF free and clear of all liens (including liens of any lenders) to be established and maintained at a Qualified Institution pursuant to a control agreement in a form and substance acceptable to PEF whose cost is to be borne by the RF/QF.~~

“Person” means any individual, partnership, corporation, association, joint stock company trust, joint venture, unincorporated organization, or Governmental Agency (or any department, agency, or political subdivision thereof).

“Project Consents” mean the following Consents, each of which is necessary to RF/QF for the fulfillment of RF/QF’s obligations hereunder:

- (a) the Authorization to Construct;
- (b) planning permission and consents in respect of the Facility, and any electricity substation located at the Facility site, including but not limited to, a prevention of significant deterioration permit, a noise, proximity and visual impact permit, and any required zoning permit; and
- (c) any integrated pollution control license.

“Project Contracts” means this Contract, and any other contract required to construct, operate and maintain the Facility. The Project Contracts may include, but are not limited to, the turnkey engineering, procurement and construction contract, the electrical interconnection and operating agreement, the fuel supply agreement, the facility site lease, and the operation and maintenance agreement.

“Prudent Utility Practices” means any of the practices, methods, standards and acts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of owners and operators of power plants of technology, complexity and size similar to the Facility in the United States) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result and goals (including such goals as efficiency, reliability, economy and profitability) in a manner consistent with applicable facility design limits and equipment specifications and applicable laws and regulations. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts in each case taking into account the Facility as an independent power project.

“Qualifying Facility” or “QF” means a cogenerator, small power producer, or non-utility generator that has been certified or self-certified by the FERC as meeting certain ownership, operating and efficiency criteria established by the Federal Energy Regulatory Commission pursuant to the Public Utility Regulatory Policies Act of 1978 (“PURPA”), the criteria for which are currently set forth in 18 C.F.R. § 292, *et seq.* (2006), Section 210 of PURPA, 16 U.S.C. § 824a-3 (2005), 16 U.S.C. 796 *et seq.* (2006), and Section 1253 of EPAct 2005, Pub. L. No. 109-58, § 1253, 119 Stat. 594 (2005) or, alternatively, analogous provisions under the laws of the State of Florida.

“Qualified Institution” means the domestic office of a United States commercial bank or trust company or a foreign bank with a United States branch with total assets of at least ten billion dollars (\$10,000,000,000) (which is not an affiliate of either party) having a general long-term senior unsecured debt rating of A- or higher (as rated by Standard & Poor’s Ratings Group), A3 or higher (as rated by Moody’s Investor Services) or A- or higher (as rated by Fitch Ratings).

“Rate Schedule COG-1” means PEFDEF’s Agreement for Purchase of As-Available Energy and/or Parallel Operation with a Qualifying Facility as approved by the FPSC and as may be amended from time to time.

“REC” means renewable energy credits, green tags, green tickets, renewable certificates, tradable renewable energy credits (“T-REC”) or any tradable certificate that is produced by a renewable generator in addition to and in proportion to the production of electrical energy.

“Reduction Value” has the meaning assigned to it in Appendix B.

“Renewable Facility” or “RF/QF” means an electrical generating unit or group of units at a single site, interconnected for synchronous operation and delivery of electricity to an electric utility, where the primary energy in British Thermal Units used for the production of electricity is from one or more of the following sources: hydrogen produced from sources other than fossil fuels, biomass, solar energy, geothermal energy, wind energy, ocean energy, hydroelectric power or waste heat from a commercial or industrial manufacturing process.

“RF/QF Entities” has the meaning assigned to it in Section 16.

“RF/QF Guarantee” means a guarantee provided by RF/QF Guarantor that is acceptable to PEFDEF whose approval may not be unreasonably withheld.

“RF/QF Guarantor” means a party that, at the time of execution and delivery of its RF/QF Guarantee is a direct or indirect owner of RF/QF and is (a) Creditworthy or is (b) reasonably acceptable to PEFDEF as having verifiable Creditworthiness and a net worth sufficient to secure RF/QF’s obligations.

“RF/QF Insurance” has the meaning assigned to it in Section 17.

“RF/QF Performance Security” has the meaning assigned in Section 11.

“RF/QF Security Account” means an account designated by the RF/QF for the benefit of the RF/QF free and clear of all liens (including liens of any lenders) to be established and maintained at a Qualified Institution pursuant to a control agreement in a form and substance acceptable to RF/QF whose cost is to be borne by PEFDEF.

“Security Documentation” has the meaning assigned to it in Section 12.

“Supplemental Eligible Collateral” means additional collateral in the form of Letter of Credit or cash to augment the RF/QF Performance Security in the event of a Material Adverse Change.

“Term” has the meaning assigned to it in Section 3.

“Termination Date” means the date upon which this Contract terminates unless terminated earlier in accordance with the provisions hereof. This date is specified in Section 4.

“Termination Fee” means the fee described in Appendix B as it applies to any Capacity Payments made under Option B, C or D.

“Termination Security” has the meaning assigned to it in Section 12.

“Transmission Provider” means the operator(s) of the Transmission System(s) or any successor thereof or any other entity or entities authorized to transmit Energy on behalf of RF/QF from the Electrical Interconnection Point.

“Transmission System” means the system of electric lines comprised wholly or substantially of high voltage lines, associated system protection, system stabilization, voltage transformation, and capacitance, reactance and other electric plant used for conveying electricity from a generating station to a substation, from one generating station to another, from one substation to another, or to or from any Electrical Interconnection Point or to ultimate consumers and shall include any interconnection owned by the Transmission Provider or PEFDEF, but shall in no event include any lines which the Transmission Provider has specified to be part of the Distribution System except for any distribution facilities required to accept capacity and energy from the Facility.

2. Facility; Renewable Facility or Qualifying Facility Status

The Facility's location and generation capabilities are as described in Table 1 below.

TABLE 1

TECHNOLOGY AND GENERATOR CAPABILITIES	
Location: Specific legal description (e.g., metes and bounds or other legal description with street address required)	City: County:
Generator Type (Induction or Synchronous)	
Technology	
Fuel Type and Source	
Generator Rating (KVA)	
Maximum Capability (kW)	
Net Output (kW)	
Power Factor (%)	
Operating Voltage (kV)	
Peak Internal Load kW	

The RF/QF's failure to complete Table 1 in its entirety shall render this Contract null and void and of no further effect.

The RF/QF shall use the same fuel or energy source and maintain the status as a Renewable Facility or a Qualifying Facility throughout the term of this Contract. RF/QF shall at all times keep PEFDEF informed of any material changes in its business which affects its Renewable Facility or Qualifying Facility status. PEFDEF and RF/QF shall have the right, upon reasonable notice of not less than seven (7) Business Days, to inspect the Facility and to examine any books, records, or other documents reasonably deemed necessary to verify compliance with this Contract. In the event of an emergency at or in proximity to the RF/QF site that impacts PEFDEF's system, PEFDEF shall make reasonable efforts to contact the Facility and make arrangements for an emergency inspection. On or before March 31 of each year during the term of this Contract, the RF/QF shall provide to PEFDEF a certificate signed by an officer of the RF/QF certifying that the RF/QF continuously maintained its status as a Renewable Facility or a Qualifying Facility during the prior calendar year.

5. Conditions Precedent

- (a) Unless otherwise waived in writing by ~~PEFDEF~~, on or before the Drop Dead Date, RF/QF shall satisfy the following Conditions Precedent:
- (i) RF/QF shall have obtained firm transmission service necessary to deliver Capacity and energy from the Facility to the Electrical Interconnection Point, in a form and substance satisfactory to RF/QF in its sole discretion;
 - (ii) RF/QF shall have obtained the Project Consents and any other Consents for which it is responsible under the terms hereof in a form and substance satisfactory to RF/QF in its sole discretion;
 - (iii) RF/QF shall have entered into Financing Documents relative to the construction of the Facility and have achieved Financial Closing in a form and substance satisfactory to RF/QF in its sole discretion;
 - (iv) RF/QF shall have entered into the Project Contracts in a form and substance satisfactory to RF/QF in its sole discretion;
 - (v) RF/QF shall have obtained insurance policies or coverage in compliance with Section 17;
 - (vi) Each Party shall have delivered to the other Party (i) a copy of its constitutional documents (certified by its corporate secretary as true, complete and up-to-date) and (ii) a copy of a corporate resolution approving the terms of this Contract and the transactions contemplated hereby and authorizing one or more individuals to execute this Contract on its behalf (such copy to have been certified by its corporate representative as true, complete and up-to-date);
 - (vii) in the event the RF/QF is a Qualifying Facility, RF/QF obtaining Qualifying Facility status from either the FPSC or FERC.
- (b) Promptly upon satisfaction (or waiver in writing) of the Conditions Precedent to be satisfied, the Party having satisfied the same shall deliver to the other Party a certificate evidencing such satisfaction. Subject to there being no Event of Default which has occurred and/or is continuing as of the date upon which the last of such certificates is delivered, the date of such last certificate shall constitute the effective date of this Contract (the "Effective Date").
- (c) Unless all Conditions Precedent are satisfied on or before the Drop Dead Date or such Conditions Precedent are waived in writing, this Contract shall terminate on such date and neither Party shall have any further liability to the other Party hereunder.
- (d) RF/QF shall achieve the Capacity Delivery Date on or before the Avoided Unit In-Service Date or an earlier date in Appendix E.

- (e) RF/QF shall ensure that before the initial Committed Capacity Test:
- (a) the Facility shall have been constructed so that the Committed Capacity Test may be duly and properly undertaken in accordance with Section 7; and
 - (b) an operable physical connection from the Facility to the Transmission System shall have been effected in accordance with the electrical interconnection and operating agreement required by the Transmission Provider, provided, however, that such physical connection shall be made consistent with the terms hereof.

6. Sale of Electricity by the RF/QF

6.1 Consistent with the terms hereof, the RF/QF shall sell to ~~PEFDEF~~ and ~~PEFDEF~~ shall purchase from the RF/QF electric power generated by the Facility. The purchase and sale of electricity pursuant to this Contract shall be a () net billing arrangement or () simultaneous purchase and sale arrangement; provided, however, that no such arrangement shall cause the RF/QF to sell more than the Facility's net output. The billing methodology may be changed at the option of the RF/QF, subject to the provisions of Appendix D.

6.2 Ownership and Offering For Sale Of Renewable Energy Attributes

The RF/QF shall retain any and all rights to own and to sell any and all Environmental Attributes associated with the electric generation of the Facility.

6.3 The RF/QF shall not rely on interruptible or curtailable standby service for the start up requirements (initial or otherwise) of the Facility.

6.4 The RF/QF shall be responsible for the scheduling of required transmission and for all costs, expenses, taxes, fees and charges associated with the delivery of energy to ~~PEFDEF~~. The RF/QF shall enter into a transmission service agreement with the Transmission Provider in whose service territory the Facility is to be located and the RF/QF shall make any and all transmission-related arrangements (including interconnection and ancillary services) between the RF/QF and the Transmission Provider for delivery of the Facility's firm Capacity and energy to ~~PEFDEF~~. The Capacity and energy amounts paid to the RF/QF hereunder do not include transmission losses. The RF/QF shall be responsible for transmission losses that occur prior to the point at which the RF/QF's energy is delivered to ~~PEFDEF~~. The Parties recognize that the Transmission Provider may be ~~PEFDEF~~ and that if ~~PEFDEF~~ is the Transmission Provider, the transmission service will be provided under a separate agreement.

7. Committed Capacity/Capacity Delivery Date

- 7.1 In the event that the RF/QF elects to make no commitment as to the quantity or timing of its deliveries to PEFDEF, then its Committed Capacity as defined in the following Section 7.2 shall be zero (0) MW. If the Committed Capacity is zero (0) MW, Sections 7.2 through Section 7.7 and all of Section 8 shall not apply.
- 7.2 If the RF/QF commits to sell capacity to PEFDEF, the amount of which shall be determined in accordance with this Section 7 and Appendix D. Subject to Section 7.4, the Committed Capacity is set at _____ kW, with an expected Capacity Delivery Date on or before the Avoided Unit In-Service Date or an earlier date in Appendix E.
- 7.3 Capacity testing of the Facility (each such test a Committed Capacity Test) shall be performed in accordance with the procedures set forth in Section 8. The Demonstration Period for the first Committed Capacity Test shall commence no earlier than ninety (90) days before the expected Capacity Delivery Date and testing must be completed before the Avoided Unit In-Service Date or an earlier date in Appendix E. The first Committed Capacity Test shall not be successfully completed unless the Facility demonstrates a Capacity of at least one hundred percent (100%) of the Committed Capacity set forth in Section 7.2. Subject to Section 8.1, the RF/QF may schedule and perform up to three (3) Committed Capacity Tests to satisfy the requirements of the Contract with respect to the first Committed Capacity Test.
- 7.4 In addition to the first Committed Capacity Test, PEFDEF shall have the right to require the RF/QF, after notice of no less than ten (10) Business Days prior to such proposed event, to validate the Committed Capacity by means of a Committed Capacity Test at any time, up to two (2) times per year, the results of which shall be provided to PEFDEF within seven (7) calendar days of the conclusion of such test. On and after the date of such requested Committed Capacity Test, and until the completion of a subsequent Committed Capacity Test, the Committed Capacity shall be set at the lower of the Capacity tested or the Committed Capacity as set forth in Section 7.2. Provided however, any such second test requested within a twelve (12) month period must be for cause.

- 7.5 Notwithstanding anything contrary to the terms hereof, the Committed Capacity may not exceed the amount set forth in Section 7.2 without the consent of PEFDEF, which consent shall be granted in PEFDEF's sole discretion.
- 7.6 Unless Option B or D as contained in Appendix D or Appendix E is chosen by RF/QF, PEFDEF shall make no Capacity Payments to the RF/QF prior to the Avoided Unit In-Service Date.
- 7.7 The RF/QF shall be entitled to receive Capacity Payments beginning on the Capacity Delivery Date, provided the Capacity Delivery Date occurs before the Avoided Unit In-Service Date or an earlier date in Appendix E (or such later date permitted by PEFDEF). If the Capacity Delivery Date does not occur before the Avoided Unit In-Service Date or an earlier date in Appendix E, PEFDEF shall immediately be entitled to draw down the Completion/Performance Security in full.

8. Testing Procedures

- 8.1 The Committed Capacity Test must be completed successfully within the Demonstration Period, which period, including the approximate start time of the Committed Capacity Test, shall be selected and scheduled by the RF/QF by means of a written notice to PEFDEF delivered at least thirty (30) calendar days prior to the start of such period. The provisions of the foregoing sentence shall not apply to any Committed Capacity Test ordered by PEFDEF under any of the provisions of this Contract. PEFDEF shall have the right to be present onsite to monitor firsthand any Committed Capacity Test required or permitted under this Contract.
- 8.2 The Committed Capacity Test results shall be based on a test period of twenty-four (24) consecutive hours (the "Committed Capacity Test Period") at the highest sustained net kW rating at which the Facility can operate without exceeding the design operating conditions, temperature, pressures, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. The Committed Capacity Test Period shall commence at the time designated by the RF/QF pursuant to Section 8.1 or at such time requested by PEFDEF pursuant to Section 7.4; provided, however, that the Committed Capacity Test Period may commence earlier than such time in the event that PEFDEF is notified of, and consents to, such earlier time.
- 8.3 Normal station service use of unit auxiliaries, including, without limitation, cooling towers, heat exchangers, and other equipment required by law, shall be in service during the Committed Capacity Test Period.
- 8.4 The Capacity of the Facility shall be the minimum average hourly net output in kW (generator output minus auxiliary) measured over the Committed Capacity Test Period.

- 8.5 The Committed Capacity Test shall be performed according to standard industry testing procedures for the appropriate technology of the RF/QF.
- 8.6 The results of any Committed Capacity Test, including all data related to Facility operation and performance during testing, shall be submitted to PEFDEF by the RF/QF within seven (7) calendar days of the conclusion of the Committed Capacity Test. The RF/QF shall certify that all such data is accurate and complete.

9. Payment for Electricity Produced by the Facility

9.1 Energy

- 9.1.1 PEFDEF agrees to pay the RF/QF for energy produced by the Facility and delivered to PEFDEF in accordance with the rates and procedures contained in PEFDEF's approved Rate Schedule COG-1, as it may be amended from time to time if the Committed Capacity pursuant to Section 7.2 is set to zero. If the Committed Capacity is greater than zero MW, then PEFDEF agrees to pay the RF/QF for energy produced by the Facility and delivered to PEFDEF in accordance with the rates and procedures contained in Appendix D, as it may be amended from time to time. The Parties agree that this Contract shall be subject to all of the provisions contained in Rate Schedule COG-1 or Appendix D whichever applies as approved and on file with the FPSC.
- 9.1.2 PEFDEF may, at its option, limit deliveries under this Contract to 110% of the Committed Capacity as set forth in Section 7. In the event that PEFDEF chooses to limit deliveries, any energy in excess of 110% of the Committed Capacity will be paid for at the rates defined in Rate Schedule COG-1 and shall not be included in the calculations in Appendix A hereto.

9.2 Capacity

PEFDEF agrees to pay the RF/QF for the Capacity described in Section 7 in accordance with the rates and procedures contained in Appendix D, as it may be amended and approved from time to time by the FPSC, and pursuant to the election of Option _____ of Appendix D or an alternative rate schedule in Appendix E. The RF/QF understands and agrees that Capacity Payments will only be made if the Capacity Delivery Date occurs before the Avoided Unit In-Service Date or an earlier date in Appendix E and the Facility is delivering firm Capacity and Energy to PEFDEF. Once so selected, this Option, the Firm Capacity Rate and/or the Firm Energy Rate cannot be changed for the term of this Contract.

10.4 The Parties recognize that the intent of the availability factor in Section 4 of this Contract includes an allowance for scheduled outages, forced outages and forced reductions in the output of the Facility. Therefore, the RF/QF shall provide PEFDEF with notification of any forced outage or reduction in output which shall include the time and date at which the forced outage or reduction occurred, a brief description of the cause of the outage or reduction and the time and date when the forced outage or reduction ceased and the Facility was able to return to normal operation. This notice shall be provided to PEFDEF within seventy-two (72) hours of the end of the forced outage or reduction.

The RF/QF is required to provide the total electrical output to PEFDEF except (i) during a period that was scheduled in Section 10.2, (ii) during a period in which notification of a forced outage or reduction was provided, (iii) during an event of Force Majeure or (iv) during a curtailment period as described in Section 10.5.5. In the event that the RF/QF delivers any portion of their total output to a third party, during any hour not excluded in the previous sentence, then the RF/QF shall be charged a rate equal to the PEFDEF's Rate Schedule COG-1 times the difference between the energy at the RF/QF's Committed Capacity and the actual energy received by PEFDEF in that hour. In PEFDEF's sole judgment the charges in this Section 10.4 may be waived.

10.5 Dispatch and Control

10.5.1 Power supplied by the RF/QF hereunder shall be in the form of three-phase 60 hertz alternating current, at a nominal operating voltage of _____ volts (_____ kV) and power factor dispatchable and controllable in the range of 90% lagging to 90% leading as measured at the interconnection point to maintain system operating parameters, including power factor, as specified from time to time by PEFDEF.

10.5.2 The RF/QF shall operate the Facility with all system protective equipment in service whenever the Facility is connected to, or is operated in parallel with, PEFDEF's system, except for normal testing and repair in accordance with good engineering and operating practices as agreed by the Parties. The RF/QF shall provide adequate system protection and control devices to ensure safe and protected operation of all energized equipment during normal testing and repair. All RF/QF facilities shall meet IEEE and industry standards. The RF/QF shall have independent, third party qualified personnel test, calibrate and certify in writing all protective equipment at least once every twelve (12) months in accordance with good engineering and operating practices. A unit functional trip test shall be performed after each overhaul of the Facility's turbine, generator or boilers and results provided to PEFDEF in writing prior to returning the equipment to service. The specifics of the unit functional trip test will be



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consistent with good engineering and operating practices as agreed by the Parties.

11.6 Draws, Replenishment - PEFDEF may draw upon Eligible Collateral or Supplemental Eligible Collateral provided by the RF/QF following the occurrence of an Event of Default or pursuant to the other provisions of this Agreement in order to recover any damages to which PEFDEF is entitled to under this Contract. In the event of such a draw then, except in the circumstance when this Contract otherwise terminates, the RF/QF shall within two (2) Business Days replenish the Eligible Collateral or Supplemental Eligible Collateral to the full amounts required by Table 2.

11.7 Reporting - RF/QF shall promptly notify PEFDEF of any circumstance that results in RF/QF's failure to be in compliance with the RF/QF Performance Security Requirements of Section 11. From time to time, at PEFDEF's written request, RF/QF shall provide PEFDEF with such evidence as PEFDEF may reasonably request, that RF/QF and any RF/QF Guarantor, RF/QF Guarantee, Letter of Credit or Security Account is in Full Compliance with this agreement.

12. Termination Fee

12.1 In the event that the RF/QF receives Capacity Payments pursuant to Option B, Option C, or Option D of Appendix D or any Capacity Payment schedule in Appendix E that differs from a Normal Capacity Payment Rate as calculated in FPSC Rule 25-17.0832(6)(a), then upon the termination of this Contract, the RF/QF shall owe and be liable to PEFDEF for the Termination Fee. The RF/QF's obligation to pay the Termination Fee shall survive the termination of this Contract. PEFDEF shall provide the RF/QF, on a monthly basis, a calculation of the Termination Fee.

12.1.1 The Termination Fee shall be secured by the RF/QF by: (i) an unconditional, irrevocable, direct pay letter(s) of credit issued by a financial institution(s) with an investment grade credit rating in form and substance acceptable to PEFDEF (including provisions (a) permitting partial and full draws and (b) permitting PEFDEF to draw upon such Letter of Credit, in full, if such Letter of Credit is not renewed or replaced at least ten (10) Business Days prior to its expiration date); (ii) a bond issued by a financially sound company in form and substance acceptable to PEFDEF; or (iii) a cash deposit with PEFDEF (any of (i), (ii), or (iii), the "Termination Security"). The specific security instrument selected by the RF/QF for purposes of this Contract is:

- Unconditional, irrevocable, direct pay letter(s) of credit.
- Bond.
- Cash deposit(s) with PEFDEF.

12.1.2 PEFDEF shall have the right and the RF/QF shall be required to monitor the financial condition of (i) the issuer(s) in the case of any Letter of Credit and (ii) the insurer(s), in the case of any bond. In the event the senior debt rating of any issuer(s) or insurer(s) has deteriorated to a level below investment grade, PEFDEF may require the RF/QF to replace the letter(s) of credit or the bond, as applicable. In the event that PEFDEF notifies the RF/QF that it requires such a replacement, the replacement letter(s) of credit or bond, as applicable, must be issued by a financial institution(s) or insurer(s) with an investment grade credit rating, and meet the requirements of Section 12.1.1 within thirty (30) calendar days following such notification. Failure by the RF/QF to comply with the requirements of this Section 12.1.2 shall be grounds for PEFDEF to draw in full on any existing Letter of Credit or bond and to exercise any other remedies it may have hereunder.

12.1.3 After the close of each calendar quarter (March 31, June 30, September 30, and December 31) occurring subsequent to the Capacity Delivery Date, upon PEFDEF's issuance of the Termination Fee calculation as described in Section 12.1, the RF/QF must provide PEFDEF, within ten calendar (10) days, written assurance and documentation (the "Security Documentation"), in form and substance acceptable to PEFDEF, that the amount of the Termination Security is sufficient to cover the balance of the Termination Fee. In addition to the foregoing, at any time during the term of this Contract, PEFDEF shall have the right to request and the RF/QF shall be obligated to deliver within five (5) calendar days of such request, such Security Documentation. Failure by the RF/QF to comply with the requirements of this Section 12.1.3 shall be grounds for PEFDEF to draw in full on any existing Letter of Credit or bond or to retain any cash deposit, and to exercise any other remedies it may have hereunder.

12.1.4 Upon any termination of this Contract following the Capacity Delivery Date, PEFDEF shall be entitled to receive (and in the case of the letter(s) of credit or bond, draw upon such letter(s) of credit or bond) and retain one hundred percent (100%) of the Termination Security.

13. Performance Factor

PEFDEF desires to provide an incentive to the RF/QF to operate the Facility during on-peak and off-peak periods in a manner that approximates the projected performance of the Avoided Unit. A formula to achieve this objective is attached as Appendix A.

14. Default

Notwithstanding the occurrence of any Force Majeure as described in Section 18, each of the following shall constitute an Event of Default:

- (a) the RF/QF changes or modifies the Facility from that provided in Section 2 with respect to its type, location, technology or fuel source, without the prior written approval of ~~PEFDEF~~;
- (b) after the Capacity Delivery Date, the Facility fails for twelve (12) consecutive months to maintain an Annual Capacity Billing Factor, as described in Appendix A, of at least seventy four percent (74%);
- (c) the RF/QF fails to satisfy its obligations to maintain sufficient fuel on the site of the Facility to deliver the capacity and energy associated with the Committed Capacity for an uninterrupted seventy-two-(72) hour period under Section 10.5.6 hereof;
- (d) the failure to make when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) Business Days after written notice.
- (e) either Party, or the entity which owns or controls either Party, ceases the conduct of active business; or if proceedings under the federal bankruptcy law or insolvency laws shall be instituted by or for or against either Party or the entity which owns or controls either Party; or if a receiver shall be appointed for either Party or any of its assets or properties, or for the entity which owns or controls either Party; or if any part of either Party's assets shall be attached, levied upon, encumbered, pledged, seized or taken under any judicial process, and such proceedings shall not be vacated or fully stayed within thirty (30) calendar days thereof; or if either Party shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they become due;
- (f) the RF/QF fails to give proper assurance of adequate performance as specified under this Contract within thirty (30) calendar days after ~~PEFDEF~~, with reasonable grounds for insecurity, has requested in writing such assurance;
- (g) the RF/QF fails to achieve licensing, certification, and all federal, state and local governmental, environmental, and licensing approvals required to initiate construction of the Facility by no later than the Completed Permits Date;
- (h) the RF/QF fails to comply with the provisions of Section 20.3 hereof;
- (i) any of the representations or warranties made by either Party in this Contract is false or misleading in any material respect as of the time made;

- (j) if, at any time after the Capacity Delivery Date, the RF/QF reduces the Committed Capacity due to an event of Force Majeure and fails to repair the Facility and reset the Committed Capacity to the level set forth in Section 7.2 (as such level may be reduced by Section 7.4) within twelve (12) months following the occurrence of such event of Force Majeure; or
- (k) either Party breaches any material provision of this Contract not specifically mentioned in this Section 14.

15. Rights in the Event of Default

15.1 Upon the occurrence of any of the Events of Default in Section 14, the non-Defaulting Party may, at its option:

15.1.1 immediately terminate this Contract, without penalty or further obligation, except as set forth in Section 15.2, by written notice to the Defaulting Party, and offset against any payment(s) due from non-Defaulting Party to the Defaulting Party, any monies otherwise due from the Defaulting Party to the non-Defaulting Party;

15.1.2 enforce the provisions of the Termination Security requirement pursuant to Section 12 hereof; and

15.1.3 exercise any other remedy(ies) which may be available to the non-Defaulting Party at law or in equity.

15.2 Termination shall not affect the liability of either Party for obligations arising prior to such termination or for damages, if any, resulting from any breach of this Contract.

16. Indemnification

16.1 ~~PEFDEF~~ and the RF/QF shall each be responsible for its own facilities. ~~PEFDEF~~ and the RF/QF shall each be responsible for ensuring adequate safeguards for other ~~PEFDEF~~ customers, ~~PEFDEF~~'s and the RF/QF's personnel and equipment, and for the protection of its own generating system. Each Party (the "Indemnifying Party") agrees, to the extent permitted by applicable law, to indemnify, pay, defend, and hold harmless the other Party (the "Indemnified Party") and its officers, directors, employees, agents and contractors (hereinafter called respectively, "~~PEFDEF~~ Entities" and "RF/QF Entities") from and against any and all claims, demands, costs or expenses for loss, damage, or injury to persons or property of the Indemnified Party (or to third parties) directly caused by, arising out of, or resulting from:

- (a) a breach by the Indemnifying Party of its covenants, representations, and warranties or obligations hereunder;
- (b) any act or omission by the Indemnifying Party or its contractors, agents, servants or employees in connection with the installation or operation of its generation system or the operation thereof in connection with the other Party's system;
- (c) any defect in, failure of, or fault related to, the Indemnifying Party's generation system;
- (d) the negligence or willful misconduct of the Indemnifying Party or its contractors, agents, servants or employees; or
- (e) any other event or act that is the result of, or proximately caused by, the Indemnifying Party or its contractors, agents, servants or employees related to the Contract or the Parties' performance thereunder.

16.2 Payment by an Indemnified Party to a third party shall not be a condition precedent to the obligations of the Indemnifying Party under Section 16. No Indemnified Party under Section 16 shall settle any claim for which it claims indemnification hereunder without first allowing the Indemnifying Party the right to defend such a claim. The Indemnifying Party shall have no obligations under Section 16 in the event of a breach of the foregoing sentence by the Indemnified Party. Section 16 shall survive termination of this Agreement.

17. Insurance

- 17.1 The RF/QF shall procure or cause to be procured and shall maintain throughout the entire Term of this Contract, a policy or policies of liability insurance issued by an insurer acceptable to PEFDEF on a standard “Insurance Services Office” commercial general liability form (such policy or policies, collectively, the “RF/QF Insurance”). An original certificate of insurance shall be delivered to PEFDEF at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the RF/QF Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for the term of this Contract, and (b) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Contract or (ii) caused by operation of the Facility or any of the RF/QF's equipment or by the RF/QF's failure to maintain the Facility or the RF/QF's equipment in satisfactory and safe operating condition. Effective at least fifteen (15) calendar days prior to the synchronization of the Facility with PEFDEF's system, the RF/QF Insurance shall be amended to include coverage for interruption or curtailment of power supply in accordance with industry standards. Without limiting the foregoing, the RF/QF Insurance must be reasonably acceptable to PEFDEF. Any premium assessment or deductible shall be for the account of the RF/QF and not PEFDEF.
- 17.2 The RF/QF Insurance shall have a minimum limit of one million dollars (\$1,000,000.00) per occurrence, combined single limit, for bodily injury (including death) or property damage.
- 17.3 To the extent that the RF/QF Insurance is on a “claims made” basis, the retroactive date of the policy(ies) shall be the Effective Date of this Contract or such other date as may be agreed upon to protect the interests of the PEFDEF Entities and the RF/QF Entities. Furthermore, to the extent the RF/QF Insurance is on a “claims made” basis, the RF/QF's duty to provide insurance coverage shall survive the termination of this Contract until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the RF/QF Insurance is on an “occurrence” basis, such insurance shall be maintained in effect at all times by the RF/QF during the term of this Contract.
- 17.4 The RF/QF Insurance shall provide that it may not be cancelled or materially altered without at least thirty (30) calendar days' written notice to PEFDEF. The RF/QF shall provide PEFDEF with a copy of any material communication or notice related to the RF/QF Insurance within ten (10) Business Days of the RF/QF's receipt or issuance thereof.

17.5 The RF/QF shall be designated as the named insured and ~~PEFDEF~~ shall be designated as an additional named insured under the RF/QF Insurance. The RF/QF Insurance shall be endorsed to be primary to any coverage maintained by ~~PEFDEF~~.

18. Force Majeure

18.1 “Force Majeure” is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the Party claiming Force Majeure or its contractors or suppliers and adversely affects the performance by that Party of its obligations under or pursuant to this agreement. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected party to comply with the terms of a collective bargaining agreement). Force Majeure shall not be based on (i) the loss of ~~PEFDEF~~’s markets; (ii) ~~PEFDEF~~’s economic inability to use or resell the Capacity and Energy purchased hereunder; or (iii) RF/QF’s inability to sell the Capacity or Energy at a price greater than the price herein. Equipment breakdown or inability to use equipment caused by its design, construction, operation, maintenance or inability to meet regulatory standards, or otherwise caused by an event originating in the control of a Party, or a Party’s failure to obtain on a timely basis and maintain a necessary permit or other regulatory approval, shall not be considered an event of Force Majeure, unless such Party can reasonably demonstrate, to the reasonable satisfaction of the non-claiming Party, that the event was not reasonably foreseeable, was beyond the Party’s reasonable control and was not caused by the negligence or lack of due diligence of the Party claiming Force Majeure or its agents, contractors or suppliers and adversely affects the performance by that Party of its obligations under or pursuant to this agreement.

18.2 Except as otherwise provided in this Contract, each Party shall be excused from performance when its nonperformance was caused, directly or indirectly by an event of Force Majeure.

18.3 In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party claiming Force Majeure shall notify the other Party in writing within five (5) Business Days of the occurrence of the event of Force Majeure, of the nature cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether any deadlines or date(s), imposed hereunder may be affected thereby. The suspension of performance shall be of no greater scope and of no greater duration than the cure for the Force Majeure requires. A Party claiming Force Majeure shall not be entitled to any relief therefore unless and until conforming notice is provided. The Party claiming Force Majeure shall notify the other Party of the cessation of the event of Force



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Majeure or of the conclusion of the affected Party's cure for the event of Force Majeure in either case within two (2) Business Days thereof.

- 18.4** The Party claiming Force Majeure shall use its best efforts to cure the cause(s) preventing its performance of this Contract; provided, however, the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the affected Party and such Party shall not be required to settle such strikes, lockouts or other labor disputes by acceding to demands which such Party deems to be unfavorable.
- 18.5** If the RF/QF suffers an occurrence of an event of Force Majeure that reduces the generating capability of the Facility below the Committed Capacity, the RF/QF may, upon notice to ~~PEFDEF~~ temporarily adjust the Committed Capacity as provided in Sections 18.5 and 18.6. Such adjustment shall be effective the first calendar day immediately following ~~PEFDEF~~'s receipt of the notice or such later date as may be specified by the RF/QF. Furthermore, such adjustment shall be the minimum amount necessitated by the event of Force Majeure.
- 18.6** If the Facility is rendered completely inoperative as a result of Force Majeure, the RF/QF shall temporarily set the Committed Capacity equal to 0 kW until such time as the Facility can partially or fully operate at the Committed Capacity that existed prior to the Force Majeure. If the Committed Capacity is 0 kW, ~~PEFDEF~~ shall have no obligation to make Capacity Payments hereunder.
- 18.7** If, at any time during the occurrence of an event of Force Majeure or during its cure, the Facility can partially or fully operate, then the RF/QF shall temporarily set the Committed Capacity at the maximum capability that the Facility can reasonably be expected to operate.
- 18.8** Upon the cessation of the event of Force Majeure or the conclusion of the cure for the event of Force Majeure, the Committed Capacity shall be restored to the Committed Capacity that existed immediately prior to the Force Majeure. Notwithstanding any other provisions of this Contract, upon such cessation or cure, ~~PEFDEF~~ shall have right to require a Committed Capacity Test to demonstrate the Facility's compliance with the requirements of this Section 18.8. Any such Committed Capacity Test required by ~~PEFDEF~~ shall be additional to any Committed Capacity Test under Section 7.4.
- 18.9** During the occurrence of an event of Force Majeure and a reduction in Committed Capacity under Section 18.4 all Monthly Capacity Payments shall reflect, pro rata, the reduction in Committed Capacity, and the Monthly Capacity Payments will continue to be calculated in accordance with the pay-for-performance provisions in Appendix A.

18.10 The RF/QF agrees to be responsible for and pay the costs necessary to reactivate the Facility and/or the interconnection with PEFDEF's system if the same is (are) rendered inoperable due to actions of the RF/QF, its agents, or Force Majeure events affecting the RF/QF, the Facility or the interconnection with PEFDEF. PEFDEF agrees to reactivate, at its own cost, the interconnection with the Facility in circumstances where any interruptions to such interconnections are caused by PEFDEF or its agents.

19. Representations, Warranties, and Covenants of RF/QF

Each Party hereto represents and warrants that as of the Effective Date:

19.1 Organization, Standing and Qualification

PEFDEF is a corporation duly organized and validly existing in good standing under the laws of Florida and has all necessary power and authority to carry on its business as presently conducted to own or hold under lease its properties and to enter into and perform its obligations under this Contract and all other related documents and agreements to which it is or shall be a Party. The RF/QF is a _____ (corporation, partnership, or other, as applicable) duly organized and validly existing in good standing under the laws of _____ and has all necessary power and authority to carry on its business as presently conducted to own or hold under lease its properties and to enter into and perform its obligations under this Contract and all other related documents and agreements to which it is or shall be a Party. Each Party is duly qualified or licensed to do business in the State of Florida and in all other jurisdictions wherein the nature of its business and operations or the character of the properties owned or leased by it makes such qualification or licensing necessary and where the failure to be so qualified or licensed would impair its ability to perform its obligations under this Contract or would result in a material liability to or would have a material adverse effect on the other Party.

19.2 Due Authorization, No Approvals, No Defaults

Each of the execution, delivery and performance by each Party of this Contract has been duly authorized by all necessary action on the part of such Party, does not require any approval, except as has been heretofore obtained, of the shareholders PEFDEF or of the _____ (shareholders, partners, or others, as applicable) of the RF/QF or any consent of or approval from any trustee, lessor or holder of any indebtedness or other obligation of such Party, except for such as have been duly obtained, and does not contravene or constitute a default under any law, the articles of incorporation of PEFDEF or the _____ (articles of incorporation, bylaws, or other as applicable) of such Party, or any agreement, judgment, injunction, order, decree or other instrument binding upon such Party, or subject the Facility or any component part thereof to any lien other than as contemplated or permitted by this Contract.

19.3 Compliance with Laws

Each party has knowledge of all laws and business practices that must be followed in performing its obligations under this Contract. Each party also is in compliance with all laws, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on the other Party.

19.4 Governmental Approvals

Except as expressly contemplated herein, neither the execution and delivery by each Party of this Contract, nor the consummation by each Party of any of the transaction contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action with respect to governmental authority, except with respect to permits (a) which have already been obtained and are in full force and effect or (b) are not yet required (and with respect to which the RF/QF has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon due application therefore).

19.5 No Suits, Proceedings

There are no actions, suits, proceedings or investigations pending or, to the knowledge of each Party, threatened against it at law or in equity before any court or tribunal of the United States or any other jurisdiction which individually or in the aggregate could result in any materially adverse effect on each Party's business, properties, or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations under this Contract. Each Party has no knowledge of a violation or default with respect to any law which could result in any such materially adverse effect or impairment.

19.6 Environmental Matters

To the best of its knowledge after diligent inquiry, each Party knows of no (a) existing violations of any environmental laws at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.

20. General Provisions

20.1 Project Viability

To assist PEFDEF in assessing the RF/QF's financial and technical viability, the RF/QF shall provide the information and documents requested in Appendix C or substantially similar documents, to the extent the documents apply to the type of Facility covered by this Contract and to the extent the documents are available. All documents to be considered by PEFDEF must be submitted at the time this Contract is presented to PEFDEF. Failure to provide the following such documents may result in a determination of non-viability by PEFDEF.

20.2 Permits

The RF/QF hereby agrees to obtain and maintain any and all permits, certifications, licenses, consents or approvals of any governmental authority which the RF/QF is required to obtain as a prerequisite to engaging in the activities specified in this Contract.

20.3 Project Management

If requested by PEFDEF, the RF/QF shall submit to PEFDEF its integrated project schedule for PEFDEF's review within sixty (60) calendar days from the execution of this Contract, and a start-up and test schedule for the Facility at least sixty (60) calendar days prior to start-up and testing of the Facility. These schedules shall identify key licensing, permitting, construction and operating milestone dates and activities. If requested by PEFDEF, the RF/QF shall submit progress reports in a form satisfactory to PEFDEF every calendar month until the Capacity Delivery Date and shall notify PEFDEF of any changes in such schedules within ten (10) calendar days after such changes are determined. PEFDEF shall have the right to monitor the construction, start-up and testing of the Facility, either on-site or off-site. PEFDEF's technical review and inspections of the Facility and resulting requests, if any, shall not be construed as endorsing the design thereof or as any warranty as to the safety, durability or reliability of the Facility.

The RF/QF shall provide PEFDEF with the final designer's/manufacture's generator capability curves, protective relay types, proposed protective relay settings, main one-line diagrams, protective relay functional diagrams, and alternating current and direct elementary diagrams for review and inspection at PEFDEF no later than one hundred eighty (180) calendar days prior to the initial synchronization date.

20.4 Assignment



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Either Party may not assign this Contract, without the other Party's prior written approval, which approval may not be unreasonably withheld or delayed.



20.5 Disclaimer

In executing this Contract, PEFDEF does not, nor should it be construed, to extend its credit or financial support for benefit of any third parties lending money to or having other transactions with the RF/QF or any assigns of this Contract.

20.6 Notification

All formal notices relating to this Contract shall be deemed duly given when delivered in person, or sent by registered or certified mail, or sent by fax if followed immediately with a copy sent by registered or certified mail, to the individuals designated below. The Parties designate the following individuals to be notified or to whom payment shall be sent until such time as either Party furnishes the other Party written instructions to contact another individual:

For the RF/QF:

For PEFDEF:

	<u>ProgressDuke</u> Energy Florida
	Cogeneration Manager <u>PEFDEF</u> 155
	299 First Avenue North
	St. Petersburg, FL 33701

Contracts and related documents may be mailed to the address below or delivered during normal business hours (8:00 a.m. to 4:45 p.m.) to the visitors' entrance at the address below:

Florida Power Corporation
d/b/a ProgressDuke Energy Florida, Inc.
299 First Avenue North
St. Petersburg, FL 33701

Attention: Cogeneration Manager PEFDEF 155

20.7 Applicable Law

This Contract shall be construed in accordance with and governed by the laws of the State of Florida, and the rights of the parties shall be construed in accordance with the laws of the State of Florida.

20.8 Taxation

In the event that PEFDEF becomes liable for additional taxes, including interest and/or penalties arising from an Internal Revenue Services determination, through audit, ruling or other authority, that PEFDEF's payments to the RF/QF for Capacity under Options B, C, or D of the Appendix D are not fully deductible when paid (additional tax liability), PEFDEF may bill the RF/QF monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these Capacity Payments are not currently deductible for federal and/or state income tax purposes. PEFDEF, at its option, may offset or recoup these costs against amounts due the RF/QF hereunder. These costs would be calculated so as to place PEFDEF in the same economic position in which it would have been if the entire Capacity Payments had been deductible in the period in which the payments were made. If PEFDEF decides to appeal the Internal Revenue Service's determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with PEFDEF.

20.9 Resolution of Disputes**20.9.1 Notice of Dispute**

In the event that any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or validity thereof should arise between the Parties (a "Dispute"), the Party may declare a Dispute by delivering to the other Party a written notice identifying the disputed issue.

20.9.2 Resolution by Parties

Upon receipt of a written notice claiming a Dispute, executives of both Parties shall meet at a mutually agreeable time and place within ten (10) Business Days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Dispute. In such meetings and exchanges, a Party shall have the right to designate as confidential any information that such Party offers. No confidential information exchanged in such meetings for the purpose of resolving a Dispute may be used by a Party in litigation against the other Party. If the matter has not been resolved within thirty (30) Days of the disputing Party's notice having been issued, or if the Parties fail to meet within ten (10) Business Days as required above, either Party may initiate binding arbitration in St. Petersburg, Florida, conducted in accordance with the then current American Arbitration Association's ("AAA") Large, Complex Commercial Rules or other mutually agreed upon procedures.

20.10 Limitation of Liability

IN NO EVENT SHALL ~~PEFDEF~~, ITS PARENT CORPORATION, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR MULTIPLE DAMAGES RESULTING FROM ANY CLAIM OR CAUSE OF ACTION, WHETHER BROUGHT IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY.

20.11 Severability

If any part of this Contract, for any reason, is declared invalid or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Contract, which remainder shall remain in force and effect as if this Contract had been executed without the invalid or unenforceable portion.

20.12 Complete Agreement and Amendments

All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Contract are hereby abrogated. No amendment or modification to this Contract shall be binding unless it shall be set forth in writing and duly executed by both Parties. This Contract constitutes the entire agreement between the Parties.

20.13 Survival of Contract

Subject to the requirements of Section 20.4, this Contract, as it may be amended from time to time, shall be binding upon, and inure to the benefit of, the Parties' respective successors-in-interest and legal representatives.

20.14 Record Retention

Each Party shall maintain for a period of five (5) years from the date of termination hereof all records relating to the performance of its obligations hereunder.

20.15 No Waiver

No waiver of any of the terms and conditions of this Contract shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

20.16 Set-Off

~~PEFDEF~~ may at any time, but shall be under no obligation to, set off or recoup any and all sums due from the RF/QF against sums due to the RF/QF hereunder without undergoing any legal process.

20.17 Change in Environmental Law or Other Regulatory Requirements

- (a) As used herein, "Change(s) in Environmental Law or Other Regulatory Requirements" means the enactment, adoption, promulgation, implementation, or issuance of, or a new or changed interpretation of, any statute, rule, regulation, permit, license, judgment, order or approval by a governmental entity that specifically addresses environmental or regulatory issues and that takes effect after the Effective Date.
- (b) The Parties acknowledge that Change(s) in Environmental Law or Other Regulatory Requirements could significantly affect the cost of the Avoided Unit ("Avoided Unit Cost Changes") and agree that, if any such change(s) should affect the cost of the Avoided Unit more than the Threshold defined in Section 20.17(c) below, the Party affected by such change(s) may avail itself of the remedy set forth in Section 20.17(d) below as its sole and exclusive remedy.
- (c) The Parties recognize and agree that certain Change(s) in Environmental Law or Other Regulatory Requirements may occur that do not rise to a level that the Parties desire to impact this Agreement. Accordingly, the Parties agree that for the purposes of this Agreement, such change(s) will not be deemed to have occurred unless the change in Avoided Cost resulting from such change(s) exceed a mutually agreed upon amount. This mutually agreed upon amount is attached to this Contract in Appendix E.

- (d) If an Avoided Unit Cost Change meets the threshold set forth in Section 20.17(c) above, the affected Party may request the avoided cost payments under this Contract be recalculated and that the avoided cost payments for the remaining term of the Contract be adjusted based on the recalculation. Any dispute regarding the application of this Section 20.17 shall be resolved in accordance with Section 20.9.

20.18 Provision of Information.

Within a reasonable period of time after receiving a written request therefore from the requesting Party, the other Party hereto shall provide the requesting Party with information that is reasonable and related to the non-requesting Party and/or the facilities or operations of the non-requesting Party that the requesting Party reasonably requires in order to comply with a Requirement of Law or any requirement of Generally Accepted Accounting Principles promulgated by the Financial Accounting Standards Board (or any successor thereto), (including, but not limited to, FIN 46-R) applicable to the requesting Party. In the event that a party requires information or reports that are not within its possession to meet financial reporting requirements, the parties will work in good faith to enable the requesting party to meet its financial reporting requirements.



IN WITNESS WHEREOF, the RF/QF and ~~PEFDEF~~ executed this Contract on the later of the dates set forth below.

RF/QF

FLORIDA POWER CORORPATION d/b/a
~~PROGRESS~~DUKE ENERGY FLORIDA, INC.

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

- ACBF = Annual Capacity Billing Factor. The ACBF shall be the electric energy actually received by ~~PEFDEF~~ for the 12 consecutive months preceding the date of calculation excluding any energy received during an event of Force Majeure in which the Committed Capacity is temporarily set equal to 0 kW, divided by the product of the Committed Capacity and the number of hours in the 12 consecutive months preceding the date of calculation excluding the hours during an event of Force Majeure in which the Committed Capacity is temporarily set equal to 0 kW. If an event of Force Majeure occurs during the 12 consecutive months preceding the date of calculation in which the Committed Capacity is temporarily set to a value greater than 0 kW then the 12 month rolling average will be prorated accordingly. During the first 12 consecutive Monthly Billing Periods commencing with the first Monthly Billing Period in which Capacity Payments are to be made, the calculation of 12-month rolling average ACBF shall be performed as follows (a) during the first Monthly Billing Period, the ACBF shall be equal to the Monthly Availability Factor; (b) thereafter, the calculation of the ACBF shall be computed by summing the electric energy actually received by ~~PEFDEF~~ for the number of full consecutive months preceding the date of calculation excluding any energy received during an event of Force Majeure in which the Committed Capacity is temporarily set equal to 0 kW, divided by the product of the Committed Capacity and the number of hours in the number of full consecutive months preceding the date of calculation excluding the hours during an event of Force Majeure in which the Committed Capacity is temporarily set equal to 0 kW. If an event of Force Majeure occurs during the months preceding the date of calculation in which the Committed Capacity is temporarily set to a value greater than 0 kW then the 12 month rolling average will be prorated accordingly. This calculation shall be performed at the end of each Monthly Billing Period until enough Monthly Billing Periods have elapsed to calculate a true 12-month rolling average ACBF.
- MAF = Monthly Availability Factor. The total energy received during the Monthly Billing Period for which the calculation is made, divided by the product of Committed Capacity times the total hours during the Monthly Billing Period.
- Monthly Billing Period = The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 a.m., on the Capacity Delivery Date and ending with the last calendar day of such month.

**APPENDIX B
 TO
 PROGRESSDUKE ENERGY FLORIDA
 RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW
 STANDARD OFFER CONTRACT**

TERMINATION FEE

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW.

The “Termination Fee” shall be the sum of the values for each month beginning with the month in which the Capacity Delivery Date occurs through the month of the Termination Date (or month of calculation, as the case may be) computed according to the following formula:

$$\sum_{i=1}^n (MCP_i - MCPC_i) \cdot (1 + r)^{(n-i)}$$

with: MCPC = 0 for all periods prior to the in-service date of the Avoided Unit:

where

- i = number of Monthly Billing Periods commencing with the Capacity Delivery Date (i.e., the month in which Capacity Delivery Date occurs = 1; the month following this month in which Capacity Delivery Date occurs = 2 etc.)
- n = the number of Monthly Billing Periods which have elapsed from the month in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be)
- r = ~~PEFDEF~~'s incremental after-tax avoided cost of capital (defined as r in Appendix D).
- MCP_i = Monthly Capacity Payment paid to RF/QFQF corresponding to the Monthly Billing Period i, calculated in accordance with Appendix A.
- MCPC_i = Monthly Capacity Payment for Option A corresponding to the Monthly Billing Period i, calculated in accordance with this Contract.

**APPENDIX C
TO
PROGRESSDUKE ENERGY FLORIDA
RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW
STANDARD OFFER CONTRACT**

DETAILED PROJECT INFORMATION

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW.

Each eligible Contract received by PEFDEF will be evaluated to determine if the underlying RF/QF project is financially and technically viable. The RF/QF shall, to the extent available, provide PEFDEF with a detailed project proposal which addresses the information requested below:

I. FACILITY DESCRIPTION

- Project Name
- Project Location

- * Street Address
- * Size Plot Plan
- * Legal Description of Site

- Generating Technology
- Primary Fuel
- Alternate Fuel (if applicable)
- Committed Capacity
- Expected In-Service Date

- Contact Person

- * Individual's Name and Title
- * Company Name
- * Address
- * Telephone Number
- * Fax Number

II. PROJECT PARTICIPANTS

- Indicate the entities responsible for the following project management activities and provide a detailed description of the experience and capabilities of the entities:

- * Project Development
 - * Siting and Licensing the Facility
 - * Designing the Facility
 - * Constructing the Facility
 - * Securing the Fuel Supply
 - * Operating the Facility
- Provide details on all electrical facilities which are currently under construction or operational which were developed by the RF/QF.
 - Describe the financing structure for the projects identified above, including the type of financing used, the permanent financing term, the major lenders and the percentage of equity invested at Financial Closing.

III. FUEL SUPPLY

- Describe all fuels to be used to generate electricity at the Facility. Indicate the specific physical and chemical characteristics of each fuel type (*e.g.* Btu content, sulfur content, ash content, etc.). Identify special considerations regarding fuel supply origin, source and handling, storage and processing requirements.
- Provide AFR necessary to support planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel supply arrangements in place to meet the AFR, in each year of the proposed operating life of the Facility. Use the categories below to describe the current arrangement for securing the AFR.

<u>Category</u>	<u>Description of Fuel Supply Arrangement</u>
owned =	fuel is from a fully developed source owned by one or more of the project participants
contract =	fully executed firm fuel contract exists between the developer(s) and fuel supplier(s)
LOI =	a letter of intent for fuel supply exists between developer(s) and fuel supplier(s)
SPP =	small power production facility will burn biomass, waste, or another renewable resource
spot =	fuel supply will be purchased on the spot market
none =	no firm fuel supply arrangement currently in place
other =	fuel supply arrangement which does not fit any of the above categories (please describe)

- Indicate the percentage of the Facility's AFR which is covered by the above fuel supply arrangement(s) for each proposed operating year. The percent of AFR covered for each operating year must total 100%. For fuel supply arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the fuel price mechanism of the arrangement. In addition, indicate whether or not the fuel price includes delivery and, if so, to what location.

- Describe fuel transportation networks available for delivering all primary and secondary fuel to the Facility site. Indicate the mode, route and distance of each segment of the journey, from fuel source to the Facility site. Discuss the current status and pertinent factors impacting future availability of the transportation network.
- Provide AFTR necessary to support planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel transportation arrangements in place to meet the AFTR in each year of the proposed operating life of the Facility. Use the categories below to describe the current arrangement for securing the AFTR.

- owned = fuel transport via a fully developed system owned by one or more of the project participants
- contract = fully executed firm transportation contract exists between the developer(s) and fuel transporter(s)
- LOI = a letter of intent for fuel transport exists between developer(s) and fuel transporter(s)
- spot = fuel transportation will be purchased on the spot market
- none = no firm fuel transportation arrangement currently in place
- other = fuel transportation arrangement which does not fit any of the above categories (please describe)

- Provide the maximum, minimum and average fuel inventory levels to be maintained for primary and secondary fuels at the Facility site. List the assumptions used in determining the inventory levels.
- Provide information regarding RF/QF's plans to maintain sufficient on site fuel to deliver capacity and energy for an uninterrupted seventy-two (72) hour period.

IV. PLANT DISPATCHABILITY/CONTROLLABILITY

- Provide the following operating characteristics and a detailed explanation supporting the performance capabilities indicated:
 - * Ramp Rate (MW/minute)
 - * Peak Capability (% above Committed Capacity)
 - * Minimum power level (% of Committed Capacity)
 - * Facility Turnaround Time, Hot to Hot (hours)
 - * Start-up Time from Cold Shutdown (hours)
 - * Unit Cycling (# cycles/yr.)
 - * MW and MVAR Control (ACC, Manual, Other (please explain))

V. SITING AND LICENSING

- Provide a licensing/permitting milestone schedule, which lists all permits, licenses and variances, required to site the Facility. The milestone schedule shall also identify key milestone dates for baseline monitoring, application preparation, agency review, certification and licensing/siting board approval, and agency permit issuance.
- Provide a licensing/permitting plan that addresses the issues of air emission, water use, wastewater discharge, wetlands, endangered species, protected properties, surrounding land use, zoning for the Facility, associated linear facilities and support of and opposition to the Facility.
- List the emission/effluent discharge limits the Facility will meet and describe in detail the pollution control equipment to be used to meet these limits.

VI. FACILITY DEVELOPMENT AND PERFORMANCE

- Submit a detailed engineering, procurement, construction, startup and commercial operation schedule. The schedule shall include milestones for site acquisition, engineering phases, selection of the major equipment vendors, architect engineer, and Facility operator, steam host integration and delivery of major equipment. A discussion of the current status of each milestone should also be included where applicable.
- Attach a diagram of the power block arrangement. Provide a list of the major equipment vendors and the name and model number of the major equipment to be installed.
- Provide a detailed description of the proposed environmental control technology for the Facility and describe the capabilities of the proposed technology.
- Attach preliminary flow diagrams for the steam system, water system, and fuel system, and a main electrical one line diagram for the Facility.
- State the expected heat rate (HHV) at 75 degrees Fahrenheit for loads of 100%, 75% and 50%. In addition, attach a preliminary heat balance for the Facility.

VII. FINANCIAL

- Provide PEFDEF with assurances that the proposed RF/QF project is financially viable in accordance with FPSC Rule 25-17.0832(4)(c) by attaching a detailed pro-forma cash flow analysis. The pro-forma must include, at a minimum, the following assumptions for each year of the project.

- Annual Project Revenues

- * Capacity Payments (\$ and \$/kW/Mo.)
- * Variable O&M (\$ and \$/MWh)
- * Energy (\$ and \$/MWh)
- * Tipping Fees (\$ and \$/ton)
- * Interest Income
- * Other Revenues
- * Variable O&M Escalation (%/yr.)
- * Energy Escalation (%/yr.)
- * Tipping Fee Escalation (%/yr.)

- Annual Project Expense

- * Fixed O&M (\$ and \$/kW/Mo.)
- * Variable O&M (\$ and \$/MWh)
- * Energy (\$ and \$/MWh)
- * Property Taxes (\$)
- * Insurance (\$)
- * Emission Compliance (\$ and \$/MWh)
- * Depreciation (\$ and %/yr.)
- * Other Expenses (\$)
- * Fixed O&M Escalation (%/yr.)
- * Variable O&M Escalation (%/yr.)
- * Energy Escalation (%/yr.)

- Other Project Information

- * Installed Cost of the Facility (\$ and \$/kW)
- * Committed Capacity (kW)
- * Average Heat Rate - HHV (MBTU/kWh)
- * Federal Income Tax Rate (%)
- * Facility Capacity Factor (%)
- * Energy Sold to ~~PEF~~DEF (MWh)

- Permanent Financing

- * Permanent Financing Term (yr.)
- * Project Capital Structure (percentage of long-term debt, subordinated debt, tax exempt debt and equity)
- * Financing Costs (cost of long-term debt, subordinated debt, tax exempt debt and equity)
- * Annual Interest Expense
- * Annual Debt Service (\$)
- * Amortization Schedule (beginning balance, interest expense, principal reduction, ending balance)



SECTION No. IX
~~ORIGINAL FIRST REVISED SHEET NO. 9.451~~
~~CANCELS ORIGINAL SHEET NO. 9.451~~

- Provide details of the financing plan for the project and indicate whether the project will be non-recourse project financed. If it will not be project financed please explain the alternative financing arrangement.
- Submit financial statements for the last two years on the principals of the project, and provide an illustration of the project ownership structure.

APPENDIX D

TO

**PROGRESSDUKE ENERGY FLORIDA
RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW
STANDARD OFFER CONTRACT**

RATE SCHEDULE COG-2

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW.

SCHEDULE

COG-2, Firm Capacity and Energy from a Renewable Facility (“RF/QF”) or a Qualifying Facility less than 100 kW (“QF”)

AVAILABLE

~~PEFDEF~~ will, under the provisions of this schedule and the Contract to which this Appendix is attached and incorporated into by reference, purchase firm capacity and energy offered by a RF/QF as defined in the contract. ~~PEFDEF~~'s obligation to contract to purchase firm capacity from such RF/QF by means of this schedule and the Contract will continue no later than the Expiration Date.

APPLICABLE

To RF/QFs as defined in the Contract producing capacity and energy for sale to ~~PEFDEF~~ on a firm basis pursuant to the terms and conditions of this schedule and the Contract. “Firm Capacity and Energy” are described by FPSC Rule 25-17.0832, F.A.C., and are capacity and energy produced and sold by a RF/QF pursuant to the Contract provisions addressing (among other things) quantity, time and reliability of delivery.

CHARACTER OF SERVICE

Purchases within the territory served by ~~PEFDEF~~ shall be, at the option of ~~PEFDEF~~, single or three phase, 60-hertz alternating current at any available standard ~~PEFDEF~~ voltage. Purchases from outside the territory served by ~~PEFDEF~~ shall be three phase, 60-hertz alternating current at the voltage level available at the interchange point between ~~PEFDEF~~ and the entry delivering the Firm Capacity and Energy from the RF/QF.

LIMITATION

Purchases under this schedule are subject to FPSC Rules 25-17.080 through 25-17.310, F.A.C., and are limited to those RF/QFs which:

- A. Are defined in the Contract;
- B. Execute a Contract;

RATES FOR PURCHASES BY PEFDEF

Firm Capacity and Energy are purchased at unit cost, in dollars per kilowatt per month and cents per kilowatt-hour, respectively, based on the value of deferring additional capacity required by PEFDEF. For the purpose of this schedule, an Avoided Unit has been designated by PEFDEF. PEFDEF's next Avoided Unit has been identified in Section 4 of the Contract. Schedule 1 to this Appendix describes the methodology used to calculate payment schedules, general terms, and conditions applicable to the Contract filed and approved pursuant to FPSC Rules 25-17.080 through 25-17.310, F.A.C.

A. Firm Capacity Rates

Four options, A through D, as set forth below, are available for payments of firm capacity that is produced by a RF/QF and delivered to PEFDEF. Once selected, an option shall remain in effect for the term of the Contract. Exemplary payment schedules, shown below, contain the monthly rate per kilowatt of firm Capacity which the RF/QF has contractually committed to deliver to PEFDEF and are based on a contract term which extends through the Termination Date in Section 4 of the Contract. Payment schedules for other contract terms will be made available to any RF/QF upon request and may be calculated based on the methodologies described in Schedule 1. The currently approved parameters used to calculate the following schedule of payments are found in Schedule 2 to this Appendix.

Option A - Fixed Value of Deferral Payments - Normal Capacity

Payment schedules under this option are based on the value of a year-by-year deferral of PEFDEF's Avoided Unit with an in-service date as of the Avoided Unit In-Service Date in Section 4 of the Contract, calculated in accordance with FPSC Rule 25-17.0832, F.A.C., as described in Schedule 1. Once this option is selected, the current schedule of payments shall remain fixed and in effect throughout the term of the Contract. The payment schedule for this option follows in Table 3.

Option B - Fixed Value of Deferral Payments - Early Capacity

Payment schedules under this option are based upon the early capital cost component of the value of a year-by-year deferral of the Avoided Unit. The term “early” with respect to Option B means that these payments can start prior to the anticipated in-service date of the Avoided Unit; provided, however, that under no circumstances may payments begin before this RF/QF is delivering Firm Capacity and Energy to ~~PEFDEF~~ pursuant to the terms of the Contract. When this option is selected, the Capacity Payments shall be made monthly commencing no earlier than the Capacity Delivery Date of the RF/QF and calculated as shown on Schedule 1. Capacity Payments under Option B do not result in a prepayment or create a future benefit.

The RF/QF shall select the month and year in which the deliveries of firm capacity and energy to ~~PEFDEF~~ are to commence and Capacity Payments are to start. ~~PEFDEF~~ will provide the RF/QF with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Contract. The exemplary payment schedule in Table 3 is based on a contract term that begins on the Exemplary Early Capacity Payment Date in Section 4 of the Contract.

Option C - Fixed Value of Deferral Payment - Levelized Capacity

Payment schedules under this option are based upon the levelized capital cost component of the value of a year-by-year deferral of the Avoided Unit. The capital portion of Capacity Payments under this option shall consist of equal monthly payments over the term of the Contract, calculated as shown on Schedule 1. The fixed operation and maintenance portion of Capacity Payments shall be equal to the value of the year-by-year deferral of fixed operation and maintenance expense associated with the Avoided Unit. These calculations are shown in Schedule 1. The payment schedule for this option is contained in Table 3. Capacity Payments under Option C do not result in a prepayment or create a future benefit.

Option D - Fixed Value of Deferral Payment - Early Levelized Capacity

Payment schedules under this option are based upon the early levelized capital cost component of the value of a year-by-year deferral of the Avoided Unit. The capital portion of Capacity Payments under this option shall consist of equal monthly payments over the term of the Contract, calculated as shown on Schedule 1. The fixed operation and maintenance expense shall be calculated as shown in Schedule 1.

The RF/QF shall select the month and year in which the deliveries of firm capacity and energy to ~~PEFDEF~~ are to commence and Capacity Payments are to start. ~~PEFDEF~~ will provide the RF/QF with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Contract. The exemplary payment schedule in Table 3 is based on a contract term that begins on the Exemplary Early Capacity Payment Date in Section 4 of the Contract.

2. The RF/QF may also request an alternative Capacity Payment rate stream from PEFDEF as authorized by Rule 25-17.250(4). Regardless of the Capacity Payment rate stream requested by the RF/QF, the cumulative present value of the capital cost payments made to the RF/QF over the term of the Contract shall not exceed the cumulative present value of the capital cost payments had such payments been made pursuant to FPSC Rule 25-17.0832(4)(g)(i). Fixed operation and maintenance expense shall be calculated to conform with FPSC Rule 25-17.0832(6)(b). Such an alternative Capacity Payment rate shall be subject to the Termination Fee in Appendix B.

In the event that alternative Capacity Payment rates are agreed upon, such Capacity Payment rate schedule shall be attached to the Contract in Appendix E.

B. Energy Rates

Payments Prior to the Avoided Unit In-Service Date

1. The energy rate, in cents per kilowatt-hour (¢/kWh), shall be based on PEFDEF's actual hourly avoided energy costs which are calculated by PEFDEF in accordance with FPSC Rule 25-17.0825, F.A.C.

The calculation of payments to the RF/QF shall be based on the sum over all hours of the billing period, of the product of each hour's avoided energy cost times the amount of energy (kWh) delivered to PEFDEF from the Facility for that hour. All purchases shall be adjusted for losses from the point of metering to the point of interconnection.

2. Upon request of the RF/QF, PEFDEF shall provide the RF/QF the option of receiving energy payments based on PEFDEF's year-by-year projection of system incremental costs prior to hourly economy energy sales to other utilities, based on normal weather and fuel conditions plus a mutually agreed upon market volatility risk premium. If this option is chosen, such payments will be calculated on an annual basis and the first year's estimated payment schedule shall be attached to this Contract in Appendix E.

Payments Starting on Avoided Unit In-Service Date

The calculation of payments to the RF/QF for energy delivered to PEFDEF on and after the Avoided Unit In-Service Date shall be the sum, over all hours of the Monthly Billing Period, of the product of (a) each hour's Firm Energy Rate (¢/kWh); and (b) the amount of energy (kWh) delivered to PEFDEF from the Facility during that hour.

METERING REQUIREMENTS

The RF/QFs within the territory served by PEFDEF shall be required to purchase from PEFDEF hourly recording meters to measure their energy deliveries to PEFDEF. Energy purchases from the RF/QFs outside the territory of PEFDEF shall be measured as the quantities scheduled for interchange to PEFDEF by the entity delivering Firm Capacity and Energy to PEFDEF.

For the purpose of this Contract, the on-peak hours shall be those hours occurring April 1 through October 31, from 11:00 a.m. to 10:00 p.m., and November 1 through March 31, from 6:00 a.m. to 12:00 noon and 5:00 p.m. to 10:00 p.m. prevailing Eastern time. PEFDEF shall have the right to change such on-peak Hours by providing the RF/QF a minimum of thirty calendar days' advance written notice.

BILLING OPTIONS

A RF/QF, upon entering into this Contract for the sale of firm capacity and energy or prior to delivery of as-available energy, may elect to make either simultaneous purchases from and sales to PEFDEF, or net sales to PEFDEF; provided, however, that no such arrangement shall cause the RF/QF to sell more than the Facility's net output. A decision on billing methods may only be changed: 1) when a RF/QF selling as-available energy enters into this Contract for the sale of firm capacity and energy; 2) when a Contract expires or is lawfully terminated by either the RF/QF or PEFDEF; 3) when the RF/QF is selling as-available energy and has not changed billing methods within the last twelve months; 4) when the election to change billing methods will not contravene the provisions of FPSC Rule 25-17.0832 or a contract between the RF/QF and PEFDEF.

If a RF/QF elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days advance written note to PEFDEF; 2) the installation by PEFDEF of any additional metering equipment reasonably required to effect the change in billing and upon payment by the RF/QF for such metering equipment and its installation; and 3) upon completion and approval by PEFDEF of any alteration(s) to the interconnection reasonably required to effect the change in billing and upon payment by the RF/QF for such alteration(s).

Payments due a RF/QF will be made monthly and normally by the twentieth business day following the end of the billing period. The kilowatt-hours sold by the RF/QF and the applicable avoided energy rates at which payment are being made shall accompany the payment to the RF/QF.

CHARGES TO RENEWABLE ENERGY PROVIDER

The RF/QF shall be responsible for all applicable charges as currently approved or as they may be approved by the Florida Public Service Commission, including, but not limited to:

A. Retail Service Charges

The RF/QF shall be responsible for all FPSC approved charges for any retail service that may be provided by PEFDEF. The RF/QF shall be billed at the customer charge rate stated in PEFDEF's applicable standby tariff monthly for the costs of meter reading, billing, and other administrative costs.

B. Interconnection Charges

Applicable Interconnection Charges are included in the transmission arrangements entered into with the Transmission Provider. Notwithstanding the above, Interconnection Charges must be in accordance with the provisions of FPSC Rule 25-17.087.

C. Transmission Charges

Applicable Transmission Charges are included in the transmission arrangements entered into with the Transmission Provider. Notwithstanding the above, Transmission Charges must be in accordance with the provisions of FPSC Rule 25-17.087.

TERMS OF SERVICE

- A. It shall be the RF/QF's responsibility to inform PEFDEF of any change in its electric generation capability.
- B. Any electric service delivered by PEFDEF to a RF/QF located in PEFDEF's service area shall be subject to the following terms and conditions:
- (1) A RF/QF shall be metered separately and billed under the applicable retail rate schedule(s), whose terms and conditions shall pertain.
 - (2) A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C., and the following:
 - (i) In the first year of operation, the security deposit should be based upon the singular month in which the RF/QF's projected purchases from PEFDEF exceed, by the greatest amount, PEFDEF's estimated purchases from the RF/QF. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit is required upon interconnection.
 - (ii) For each year thereafter, a review of the actual sales and purchases between the RF/QF and PEFDEF will be conducted to determine the actual month of maximum difference. The security deposit should be adjusted to equal twice the greatest amount by which the actual monthly purchases by the RF/QF exceed the actual sales in PEFDEF in that month.
 - (3) PEFDEF shall specify the point of interconnection and voltage level.
 - (4) The RF/QF must enter into an interconnection to PEFDEF's system. Specific features of the RF/QF and its interconnection to PEFDEF's facilities will be considered by PEFDEF in preparing the interconnection agreement. Notwithstanding the above, interconnection with, and delivery into, the Company's system must be accomplished in accordance with the provisions of FPSC Rule 25-17.087.
- C. Service under this rate schedule is subject to the rules and regulations of the FPSC.

**SCHEDULE 1
 TO RATE SCHEDULE COG-2**

CALCULATION OF VALUE OF DEFERRAL PAYMENTS

APPLICABILITY

This Schedule 1 provides a detailed description of the methodology used by PEFDEF to calculate the monthly values of deferring or avoiding the Avoided Unit identified in the Contract. When used in conjunction with the current FPSC-approved cost parameters associated with the Avoided Unit contained in Schedule 2, a RF/QF may determine the applicable value of deferral capacity payment rate associated with the timing and operation of its particular facility should the RF/QF enter into a Contract with PEFDEF.

Also contained in this Schedule 1 is the discussion of the types and forms of surety bond requirements or equivalent assurance for payment of the Termination Fee acceptable to PEFDEF in the event of contractual default by a RF/QF.

CALCULATION OF VALUE OF DEFERRAL OPTION A

FPSC Rule 25-17.0832(5) specifies that avoided capacity costs, in dollars per kilowatt per month, associated with capacity sold to a utility by a RF/QF pursuant to Contract shall be defined as the year-by-year value of deferral of the Avoided Unit. The year-by-year value of deferral shall be the difference in revenue requirements associated with deferring the Avoided Unit one year, and shall be calculated as follows:

$$VAC_m = 1/12 [KI_n (1 - R) / (1 - R^L) + O_n]$$

Where, for a one year deferral:

VAC_m = utility's monthly value of avoided capacity, in dollars per kilowatt per month, for each month of year n;

K = present value of carrying charges for one dollar of investment over L years with carrying charges computed using average annual rate base and assumed to be paid at the middle of each year and present valued to the middle of the first year;

R = $(1 + i_p) / (1 + r)$;

I_n = total direct and indirect cost, in mid-year dollars per kilowatt including AFUDC but excluding CWIP, of the Avoided Unit with an in-service date of year n, including all identifiable and quantifiable costs relating to the construction for the Avoided Unit which would have been paid had the Avoided Unit been constructed;

- O_n = total fixed operation and maintenance expense for the year n, in mid-year dollars per kilowatt per year, of the Avoided Unit;
- i_p = annual escalation rate associated with the plant cost of the Avoided Unit;
- i_o = annual escalation rate associated with the operation and maintenance expense of the Avoided Unit;
- r = annual discount rate, defined as the utility's incremental after-tax cost of capital;
- L = expected life of the Avoided Unit; and
- n = year for which the Avoided Unit is deferred starting with the Avoided Unit In-Service Date and ending with the Termination Date.

CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS - EARLY CAPACITY-OPTION B

Under the fixed value of deferral Option A, payments for firm capacity shall not commence until the in-service date of the Avoided unit(s). At the option of the RF/QF, however, PEFDEF may begin making payments for capacity consisting of the capital cost component of the value of a year-by-year deferral of the Avoided Unit prior to the anticipated in-service date of the Avoided Unit. When such payments for capacity are elected, the avoided capital cost component of Capacity Payments shall be paid monthly commencing no earlier than the Capacity Delivery Date of the RF/QF, and shall be calculated as follows:

$$A_M = [A_c (1 + i_p)^{(m-1)} + A_o (1 + i_o)^{(m-1)}] / 12 \quad \text{for } m = 1 \text{ to } t$$

Where:

- A_M = monthly payments to be made to the RF/QF for each month of the contract year n, in dollars per kilowatt per month in which RF/QF delivers capacity pursuant to the early capacity option;
- i_p = annual escalation rate associated with the plant cost of the Avoided Unit;
- i_o = annual escalation rate associated with the operation and maintenance expense of the Avoided Unit;

m = year for which the fixed value of deferral payments under the early capacity option are made to a RF/QF, starting in year one and ending in the year t;

t = the Term, in years, of the Contract:

$$A_c = F [(1 - R) / (1 - R^t)]$$

Where:

F = the cumulative present value, in the year that the contractual payments will begin, of the avoided capital cost component of Capacity Payments which would have been made had Capacity Payments commenced with the Avoided Unit In-Service Date;

$$R = (1 + i_p) / (1 + r)$$

r = annual discount rate, defined as PEFDEF's incremental after-tax cost of capital; and

$$A_o = G [(1 - R) / (1 - R^t)]$$

Where:

G = The cumulative present value, in the year that the contractual payments will begin, of the avoided fixed operation and maintenance expense component of Capacity Payments which would have been made had Capacity Payments commenced with the Avoided Unit In-Service Date.

$$R = (1 + i_o) / (1 + r)$$

The currently approved parameters applicable to the formulas above are found in Schedule 2.

CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS - LEVELIZED AND EARLY LEVELIZED CAPACITY - OPTION C & OPTION D, RESPECTIVELY

Monthly fixed value of deferral payments for levelized and early levelized capacity shall be calculated as follows:

$$P_L = (F / 12) \cdot [r / 1 - (1 + r)^{-t}] + O$$

Where:

- P_L = the monthly levelized capacity payment, starting on or prior to the in-service date of PEFDEF's Avoided Unit(s);
- F = the cumulative present value, in the year that the contractual payments will begin, of the avoided capital cost component of the Capacity Payments which would have been made had the Capacity Payments not been levelized;
- r = the annual discount rate, defined as PEFDEF's incremental after-tax cost of capital;
- t = the Term, in years of the Contract
- O = the monthly fixed operation and maintenance component of the Capacity Payments, calculated in accordance with calculation of the fixed value of deferral payments for the levelized capacity or the early levelized capacity options.

RISK-RELATED GUARANTEES

With the exception of governmental solid waste facilities covered by FPSC Rule 25-17.091, FPSC Rule 25-17.0832 (4)(e)10 requires that, when fixed value of deferral payments - early capacity, levelized capacity, or early levelized capacity are elected, the RF/QF must provide a surety bond or equivalent assurance of securing the payment of a Termination Fee in the event the RF/QF is unable to meet the terms and conditions of its Contract. Depending on the nature of the RF/QF's operation, financial health and solvency, and its ability to meet the terms and conditions of the Contract, one of the following may constitute an equivalent assurance of payment:

- (1) Bond;
- (2) Cash deposit(s) with PEFDEF;
- (3) Unconditional, irrevocable, direct pay Letter of Credit;
- (4) Unsecured promise by a municipal, county or state government to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from such government allowing the utility to levy a surcharge on either the electric bills of the government's electricity consuming facilities or the constituent electric customers of such government to assure that payments for early or levelized capacity are repaid;
- (5) Unsecured promise by a privately-owned RF/QF to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from the owner(s) of the RF/QF, parent company, and/or subsidiary companies located in Florida to assure that payments for early, levelized or early levelized capacity are repaid; or



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(6) Other guarantees acceptable to ~~PEFDEF~~.



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~~CANCELS ORIGINAL SHEET NO. 6.466~~

PEFDEF will cooperate with each RF/QF applying for fixed value of deferral payments under the early, levelized or early levelized capacity options to determine the exact form of an "equivalent assurance" for payment of the Termination Fee to be required based on the particular aspects of the RF/QF. PEFDEF will endeavor to accommodate an equivalent assurance of repayment which is in the best interests of both the RF/QF and PEFDEF's ratepayers.



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~~ORIGINAL FIRST REVISED SHEET NO. 9.470~~
~~CANCELS ORIGINAL SHEET NO. 9.470~~

APPENDIX E

TO
PROGRESSDUKE ENERGY FLORIDA
RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW
STANDARD OFFER CONTRACT

AGREED UPON PAYMENT SCHEDULES
AND OTHER MUTUAL AGREEMENTS



SECTION No. IX
ORIGINAL FIRST REVISED SHEET NO. 9.475
CANCELS ORIGINAL SHEET NO, 9.475

**APPENDIX F
FPSC RULES 25-17.080 THROUGH 25-17.310
ARE PROVIDED IN SECTION VIII
ON THIS TARIFF BOOK**

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