



Writer's Direct Dial Number: (850) 521-1706
Writer's E-Mail Address: bkeating@gunster.com

August 22, 2024

BY E-FILING

Mr. Adam Teitzman, Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 20240099-EI - Petition for rate increase by Florida Public Utilities Company

Dear Mr. Teitzman:

Attached, for electronic filing, on behalf of Florida Public Utilities Company, please find the Company's MFR E Schedules.

Thank you for your assistance with this filing. As always, please don't hesitate to let me know if you have any questions whatsoever.

(Document 16 of 18)

Sincerely,

A handwritten signature in cursive script, appearing to read 'Beth Keating', written over a horizontal line.

Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706

COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide under separate cover a cost of service study that allocates production and transmission plant using the average of the twelve monthly coincident peaks and 1/13 weighted average demand (12 CP and 1/13th) method. In addition, if the company is proposing a different cost allocation method, or if a different method was adopted in its last rate case, provide cost of service studies using these methods as well. All studies filed must be at both present and proposed rates. The cost of service analysis must be done separately for each rate class. If it is not possible to separate the costs of the lighting classes, the lighting classes can be combined.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Each cost study must include a schedule showing total revenues, total expenses, NOI, rate base, rate of return, rate of return index, revenue requirements at an equalized rate of return, revenue excess/deficiency, and revenue requirements index, for each rate class and for the total retail jurisdiction for the test year.

In all cost of service studies filed, the average of the 12 monthly peaks method must be used for the jurisdictional separation of the production and transmission plant and expenses unless the FERC has approved another method in the utility's latest wholesale rate case. The minimum distribution system concept must not be used. The jurisdictional rate base and net operating income in the studies must equal the fully adjusted rate base in Schedule B-1 and the fully adjusted net operating income in Schedule C-1.

Costs and revenues for recovery clauses, franchise fees, and other items not recovered through base rates must be excluded from the cost of service study. Costs for service charges must be allocated consistently with the allocation of the collection of the revenues from these charges. Any other miscellaneous revenues must be allocated consistent with the allocation of the expense associated with the facilities used or services purchased.

If an historic test year is used, the twelve monthly peaks must be the hour of each month having the highest FIRM load, (i.e., exclude the load of non-firm customers in determining the peak hours).

The Summary worksheet from the required cost of service study is provided on page 2. The Excel workbook will be provided as a working Excel workpaper.

Supporting Schedules:

COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide under separate cover a cost of service study.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Line No.	Category Description	Total System	RS	GS	GSD	GSLD	GSLDI	LS
1	Rate Base							
2	Plant in Service	\$ 218,555,092	\$ 114,762,342	\$ 24,698,889	\$ 47,177,973	\$ 17,515,512	\$ 4,243,398	\$ 10,156,978
3	Accumulated Reserve	(80,961,538)	(42,009,895)	(9,169,100)	(17,723,008)	(6,535,352)	(978,593)	(4,545,590)
4	Other Rate Base Items	12,459,542	5,958,395	1,376,263	3,073,403	1,170,845	354,174	526,462
5	Total Rate Base	\$ 150,053,096	\$ 78,710,841	\$ 16,906,053	\$ 32,528,369	\$ 12,151,005	\$ 3,618,979	\$ 6,137,850
6	Revenue at Current Rates							
7	Sales Revenue	\$ 24,375,589	\$ 13,663,622	\$ 3,005,981	\$ 4,090,524	\$ 1,305,459	\$ 620,814	\$ 1,689,189
8	Subtotal Base Revenue at Current Rates	\$ 24,375,589	\$ 13,663,622	\$ 3,005,981	\$ 4,090,524	\$ 1,305,459	\$ 620,814	\$ 1,689,189
9	Other Revenues	\$ 978,357	\$ 538,862	\$ 117,873	\$ 177,127	\$ 59,560	\$ 23,287	\$ 61,649
10	Total Revenue at Current Rates	\$ 25,353,946	\$ 14,202,483	\$ 3,123,853	\$ 4,267,651	\$ 1,365,020	\$ 644,101	\$ 1,750,838
11	Expenses at Current Rates							
12	O&M and A&G Expenses	16,245,692	10,470,731	1,921,453	2,262,758	770,394	225,393	594,963
13	Depreciation and Amortization Expense	5,741,456	3,118,959	649,766	1,141,698	417,202	101,098	312,733
14	Taxes Other Than Income	2,357,780	1,313,980	269,703	461,010	168,507	42,052	102,527
15	Current Gross Receipts Tax	-	-	-	-	-	-	-
16	Deferred Income Taxes	1,988,078	1,042,853	223,991	430,974	160,991	47,948	81,321
17	Current Income Taxes	(1,970,618)	(1,033,694)	(222,024)	(427,189)	(159,577)	(47,527)	(80,607)
18	Total Expenses at Current Rates	\$ 24,362,388	\$ 14,912,829	\$ 2,842,889	\$ 3,869,250	\$ 1,357,518	\$ 368,964	\$ 1,010,938
19	Operating Income at Current Rates	\$ 991,558	\$ (710,345)	\$ 280,964	\$ 398,401	\$ 7,502	\$ 275,137	\$ 739,900
20	Current Rate of Return	0.66%	-0.90%	1.66%	1.22%	0.06%	7.60%	12.05%
21	Relative Rate of Return	1.00	(1.37)	2.51	1.85	0.09	11.51	18.24
22	Current Revenue to Cost Ratio	0.67	0.64	0.71	0.63	0.56	0.92	1.12
23	Current Parity Ratio	1.00	0.96	1.07	0.94	0.83	1.38	1.67
24	Current Revenue at Equal Rates of Return	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
25	Current Rate of Return	0.66%	0.66%	0.66%	0.66%	0.66%	0.66%	0.66%
26	Current Operating Income at Equal ROR	\$ 991,558	\$ 520,125	\$ 111,716	\$ 214,949	\$ 80,294	\$ 23,914	\$ 40,559
27	Current Income Taxes - Equal ROR	(1,970,618)	(1,033,694)	(222,024)	(427,189)	(159,577)	(47,527)	(80,607)
28	Current Gross Receipts Tax - Equal ROR	-	-	-	-	-	-	-
29	Other Expenses - Equal ROR	26,333,006	15,946,523	3,064,913	4,296,439	1,517,095	416,492	1,091,545
30	Total Margin at Equal Rates of Return	\$ 25,353,946	\$ 15,432,954	\$ 2,954,605	\$ 4,084,199	\$ 1,437,812	\$ 392,879	\$ 1,051,497
31	Current (Subsidies)/Excesses	\$ -	\$ (1,230,470)	\$ 169,248	\$ 183,452	\$ (72,793)	\$ 251,222	\$ 699,341
32	Revenue Requirement at Equal Rates of Return							
33	Required Return	6.89%	6.89%	6.89%	6.89%	6.89%	6.89%	6.89%
34	Required Operating Income	\$ 10,336,088	\$ 5,421,829	\$ 1,164,537	\$ 2,240,647	\$ 836,996	\$ 249,286	\$ 422,793

Supporting Schedules:

COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide under separate cover a cost of service study.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Line No.	Category Description	Total System	RS	GS	GSD	GSLD	GSLDI	LS
35	Expenses at Required Return							
36	O&M and A&G Expenses	16,245,692	10,470,731	1,921,453	2,262,758	770,394	225,393	594,963
37	Depreciation and Amortization Expense	5,741,456	3,118,959	649,766	1,141,698	417,202	101,098	312,733
38	Taxes Other Than Income	2,357,780	1,313,980	269,703	461,010	168,507	42,052	102,527
39	Gross Receipts Tax	-	-	-	-	-	-	-
40	Deferred Income Taxes	1,988,078	1,042,853	223,991	430,974	160,991	47,948	81,321
41	Current Income Taxes	(1,970,618)	(1,033,694)	(222,024)	(427,189)	(159,577)	(47,527)	(80,607)
42	Gross-up Federal Income Tax	2,484,042	1,303,012	279,870	538,488	201,153	59,910	101,609
43	Gross-up State Utility Tax	688,432	361,119	77,564	149,238	55,748	16,604	28,160
44	Gross-up Bad Debts	65,822	34,527	7,416	14,269	5,330	1,587	2,692
45	Gross-up Annual Filing Fee	10,623	5,573	1,197	2,303	860	256	435
46	Total Expenses at Required Return	\$ 27,611,308	\$ 16,617,060	\$ 3,208,936	\$ 4,573,548	\$ 1,620,609	\$ 447,322	\$ 1,143,833
47	Total Revenue Requirement at Equal Rates of Return	\$ 37,947,396	\$ 22,038,889	\$ 4,373,473	\$ 6,814,195	\$ 2,457,605	\$ 696,607	\$ 1,566,626
48	LESS							
49	Other Revenues	978,357	538,862	117,873	177,127	59,560	23,287	61,649
50	Increase in Other Revenues	164,495	90,601	19,818	29,781	10,014	3,915	10,365
51	Total Base Rate Revenue Requirement at Equal Rates of Ret	\$ 36,804,544	\$ 21,409,426	\$ 4,235,782	\$ 6,607,287	\$ 2,388,031	\$ 669,405	\$ 1,494,612
52	Base Rate Margin (Deficiency)/Surplus	\$ (12,428,955)	\$ (7,745,805)	\$ (1,229,802)	\$ (2,516,763)	\$ (1,082,571)	\$ (48,591)	\$ 194,577
53	Proposed Margin (Decrease)/Increase	\$ 12,428,955	\$ 6,014,587	\$ 2,067,503	\$ 2,813,449	\$ 897,891	\$ 170,798	\$ 464,727
54	Total Revenue at Proposed Rates	\$ 37,947,396	\$ 20,307,672	\$ 5,211,175	\$ 7,110,881	\$ 2,272,924	\$ 818,814	\$ 2,225,930
55	Total Base Rate Revenue at Proposed Rates	\$ 36,804,544	\$ 19,678,209	\$ 5,073,484	\$ 6,903,973	\$ 2,203,350	\$ 791,612	\$ 2,153,917
56	Proposed Percentage Change to Total Revenue	49.0%	42.3%	66.2%	65.9%	65.8%	26.5%	26.5%
57	Operating Income at Proposed Rates							
58	Operating Expenses	\$ 26,333,006	\$ 15,946,523	\$ 3,064,913	\$ 4,296,439	\$ 1,517,095	\$ 416,492	\$ 1,091,545
59	Proposed Revenue Related Expenses	76,445	40,873	10,538	14,340	4,577	1,644	4,474
60	Operating Income Prior to Taxes	11,537,944	4,320,276	2,135,724	2,800,102	751,253	400,678	1,129,912
61	Income Taxes	1,201,856	450,024	222,469	291,674	78,255	41,737	117,698
62	Total Operating Income at Proposed Rates	\$ 10,336,088	\$ 3,870,252	\$ 1,913,255	\$ 2,508,428	\$ 672,998	\$ 358,941	\$ 1,012,214
63	Proposed Rate of Return	6.89%	4.92%	11.32%	7.71%	5.54%	9.92%	16.49%
64	Relative Rate of Return	1.00	0.71	1.64	1.12	0.80	1.44	2.39
65	Proposed Revenue to Cost Ratio	1.00	0.92	1.19	1.04	0.92	1.18	1.42
66	Proposed Parity Ratio	1.00	0.92	1.19	1.04	0.92	1.18	1.42

Supporting Schedules:

Florida Public Service Commission

Explanation: Explain the differences between the cost of service study approved in the company's last rate case and that same study filed as part of Schedule E-1 in this rate case (e.g., classification of plant, allocation factor used for certain plant or expenses, etc.)

Type of Data Shown:

Projected Test Year Ended 12/31/2025

Prior Year Ended 12/31/2024

Historical Test Year Ended 12/31/2023

Witness: Taylor

COMPANY: FLORIDA PUBLIC UTILITIES

Consolidated Electric Division

DOCKET NO.: 20240099-EI

The cost of service study prepared for this rate case uses a model based in Microsoft Excel that employs the same allocation methods utilized in the last rate case.

Supporting Schedules:

Recap Schedules:

Florida Public Service Commission

Explanation: For each cost of service study filed, provide the allocation of rate base components as listed below to rate schedules.

Type of Data Shown:

Projected Test Year Ended 12/31/2025

Prior Year Ended 12/31/2024

Historical Test Year Ended 12/31/2023

Witness: Taylor

COMPANY: FLORIDA PUBLIC UTILITIES
Consolidated Electric Division
DOCKET NO.: 20240099-EI

Allocation Method:

Rate Base Component	Total		Residential Service		General Service		General Demand		General Dem. Large		General Service Large Demand 1		Lighting Services	
	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
			RS		GS		GSD		GSLD		GSLDI		LS	
Demand														
Production		0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%
Transmission	19,764,276	100% #	9,557,340	48.4%	2,003,739	10.1%	4,382,932	22.2%	1,847,672	9.3%	1,851,613	9.4%	120,979	0.6%
Distribution - Primary	52,085,633	100% #	26,716,959	51.3%	6,109,795	11.7%	12,881,234	24.7%	4,737,627	9.1%	1,030,160	2.0%	609,858	1.2%
Distribution - Secondary	32,678,288	100% #	17,081,075	52.3%	3,906,305	12.0%	8,242,549	25.2%	3,058,455	9.4%	-	0.0%	389,904	1.2%
General Plant	5,290,551	100% #	2,743,520	51.9%	626,620	11.8%	1,322,160	25.0%	488,758	9.2%	47,290	0.9%	62,203	1.2%
Other Plant	1,673,054	100% #	858,834	51.3%	194,021	11.6%	411,258	24.6%	154,845	9.3%	35,766	2.1%	18,330	1.1%
Working Capital	11,993,499	100% #	6,108,200	50.9%	1,373,220	11.4%	2,916,538	24.3%	1,106,375	9.2%	362,373	3.0%	126,793	1.1%
Intangible	216,697	100% #	112,373	51.9%	25,666	11.8%	54,155	25.0%	20,019	9.2%	1,937	0.9%	2,548	1.2%
Subtotal	123,702,000	100% #	63,178,302	51.1%	14,239,365	11.5%	30,210,826	24.4%	11,413,751	9.2%	3,329,139	2.7%	1,330,616	1.1%
Energy														
Production Plant														
General Plant														
Other Plant														
Working Capital														
Intangible														
Subtotal	0													
Customer														
Meters	2,581,449	100.0% #	1,959,841	75.9%	327,083	12.7%	99,025	3.8%	3,545	0.1%	191,954	7.4%	-	0.0%
Service Drops	6,678,866	100.0% #	3,533,227	52.9%	808,021	12.1%	1,704,975	25.5%	632,643	9.5%	-	0.0%	-	0.0%
Customer Accounts		0.0% #		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%
Customer Service	3,989,869	100.0% #	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	3,989,869	100.0%
General Plant	5,519,580	100.0% #	4,277,058	77.5%	652,592	11.8%	162,393	2.9%	15,494	0.3%	96,628	1.8%	315,416	5.7%
Other Plant	305,659	100.0% #	135,716	44.4%	27,840	9.1%	43,143	14.1%	15,132	5.0%	5,066	1.7%	78,762	25.8%
Working Capital	466,043	100.0% #	(149,805)	-32.1%	3,043	0.7%	156,865	33.7%	64,470	13.8%	(8,200)	-1.8%	399,669	85.8%
Intangible	6,809,631	100.0% #	5,776,502	84.8%	848,108	12.5%	151,143	2.2%	5,970	0.1%	4,390	0.1%	23,518	0.3%
Subtotal	26,351,096	#	15,532,539		2,666,687		2,317,542		737,254		289,840		4,807,234	
Total	150,053,096	#	78,710,841		16,906,053		32,528,369		12,151,005		3,618,979		6,137,850	

Supporting Schedules: E-4, E-5, E-13

Recap Schedules: E-6a

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: For each cost of service study filed, provide the allocation of test year expenses to rate schedules.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Allocation Method: _____

Expense Component	Total		Residential Service		General Service		Rate Schedules General Demand		General Dem. Large		General Service Large Demand 1		Lighting Services	
	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
Demand														
Production														
Transmission	493,723	100.0%	238,748	48.4%	50,055	10.1%	109,488	22.2%	46,156	9.3%	46,254	9.4%	3,022	0.6%
Distribution - Primary	3,729,156	100.0%	1,922,273	51.5%	439,597	11.8%	926,799	24.9%	340,870	9.1%	55,737	1.5%	43,879	1.2%
Distribution - Secondary	2,367,923	100.0%	1,237,723	52.3%	283,057	12.0%	597,269	25.2%	221,621	9.4%	-	0.0%	28,253	1.2%
General	417,426	100.0%	216,464	51.9%	49,440	11.8%	104,319	25.0%	38,563	9.2%	3,731	0.9%	4,908	1.2%
Other	6,448,329	100.0%	3,332,054	51.7%	758,155	11.8%	1,602,232	24.8%	596,095	9.2%	85,789	1.3%	74,005	1.1%
Subtotal	13,456,556	100.0%	6,947,262	51.6%	1,580,304	11.7%	3,340,106	24.8%	1,243,305	9.2%	191,512	1.4%	154,067	1.1%
Energy														
Production														
General														
Other														
Subtotal														
Customer														
Meters	2,098,456	100.0%	1,593,152	75.9%	265,886	12.7%	80,497	3.8%	2,882	0.1%	156,040	7.4%	-	0.0%
Service Drops	653,571	100.0%	345,749	52.9%	79,070	12.1%	166,843	25.5%	61,908	9.5%	-	0.0%	-	0.0%
Customer Accounts	7,362,634	100.0%	6,026,665	81.9%	917,629	12.5%	281,804	3.8%	49,423	0.7%	21,412	0.3%	65,700	0.9%
Customer Lights	791,171	100.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	791,171	100.0%
Subtotal	10,905,832	100.0%	7,965,567	73.0%	1,262,585	11.6%	529,144	4.9%	114,213	1.0%	177,452	1.6%	856,871	7.9%
Total	24,362,388		14,912,829		2,842,889		3,869,250		1,357,518		368,964		1,010,938	
	22,374,310		13,869,976		2,618,898		3,438,277		1,196,527		321,016		929,616	

Supporting Schedules: C-1

Recap Schedules: E-6a

Florida Public Service Commission

Explanation: Functionalize and classify test year rate base by primary account (plant balances, accumulated depreciation and CWIP). The account balances in the B Schedules and those used in the cost of service study must be equal. (\$000)

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Rate Base Account Number and Title	Jurisdictional Adjusted Rate Base	Transmission Demand		Transmission Customer		Transmission Energy		Distribution Primary Demand		Distribution Primary Customer		
		Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	
Plant in Service												
Production												
Intangible	7,726,958	-	7,670	0%	-	0%	-	0%	305,797	4%	-	0%
Transmission	25,191,383	-	25,191,383	100%	-	0%	-	0%	-	0%	-	0%
Distribution	167,213,730	-	-	0%	-	0%	-	0%	78,660,155	47%	-	0%
General Plant	16,444,309	-	130,631	1%	-	0%	-	0%	5,232,552	32%	-	0%
CWIP	1,978,713	-	259,071	13%	-	0%	-	0%	808,949	41%	-	0%
Total Plant in Service	218,555,092	-	25,588,755	12%	-	0%	-	0%	85,007,453	39%	-	0%
Accumulated Provision for Depreciation & Amortization												
Production												
Intangible	(700,630)	-	(4,153)	1%	-	0%	-	0%	(164,907)	24%	-	0%
Transmission	(5,427,107)	-	(5,427,107)	100%	-	0%	-	0%	-	0%	-	0%
Distribution	(69,199,625)	-	-	0%	-	0%	-	0%	(26,574,522)	38%	-	0%
General Plant	(5,634,177)	-	(44,757)	1%	-	0%	-	0%	(1,792,786)	32%	-	0%
Total Accum. Prov. For Depr.	(80,961,538)	-	(5,476,017)	7%	-	0%	-	0%	(28,532,215)	35%	-	0%
Customer Advances for Const.	(307,918)	-	-	0%	-	0%	-	0%	(144,850)	47%	-	0%
Working Capital Allowance	(5,499,780)	-	(100,265)	2%	-	0%	(0)	0%	(1,633,342)	30%	-	0%
Other Rate Base	18,267,240	-	2,670,214	15%	-	0%	0	0%	7,497,784	41%	-	0%
Total Other Rate Base	12,459,542	-	2,569,949	21%	-	0%	0	0%	5,719,592	46%	-	0%
Total Rate Base	150,053,096	-	22,682,687	15%	-	0%	0	0%	62,194,830	41%	-	0%

(0)

Supporting Schedules: E-3a, B-1

Recap Schedules: E-3a

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Functionalize and classify test year rate base by primary account (plant balances, accumulated depreciation and CWIP). The account balances in the B Schedules and those used in the cost of service study must be equal.
 (\$000)

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Rate Base Account Number and Title	Jurisdictional Adjusted Rate Base	Distribution Primary Energy		Distribution Secondary Demand		Distribution Secondary Customer		Distribution Secondary Energy		Services Demand		Services Customer	
		Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
Plant in Service													
Production Intangible	7,726,958	-	0%	156,930	2%	-	0%	-	0%	-	0%	7,402	0%
Transmission	25,191,383	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%
Distribution	167,213,730	-	0%	58,832,086	35%	-	0%	-	0%	-	0%	15,437,722	9%
General Plant	16,444,309	-	0%	2,684,772	16%	-	0%	-	0%	-	0%	126,300	1%
CWIP	1,978,713	-	0%	605,035	31%	-	0%	-	0%	-	0%	158,763	8%
Total Plant in Service	218,555,092	-	0%	62,278,823	28%	-	0%	-	0%	-	0%	15,730,187	7%
Accumulated Provision for Depreciation & Amortization													
Production Intangible	(700,630)	-	0%	(84,641)	12%	-	0%	-	0%	-	0%	(4,001)	1%
Transmission	(5,427,107)	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%
Distribution	(69,199,625)	-	0%	(26,153,797)	38%	-	0%	-	0%	-	0%	(8,758,856)	13%
General Plant	(5,634,177)	-	0%	(919,861)	16%	-	0%	-	0%	-	0%	(43,273)	1%
Total Accum. Prov. For Depr.	(80,961,538)	-	0%	(27,158,299)	34%	-	0%	-	0%	-	0%	(8,806,130)	11%
Customer Advances for Const.	(307,918)	-	0%	(108,337)	35%	-	0%	-	0%	-	0%	(28,428)	9%
Working Capital Allowance	(5,499,780)	-	0%	(850,387)	15%	-	0%	-	0%	-	0%	(53,596)	1%
Other Rate Base	18,267,240	-	0%	4,662,682	26%	-	0%	-	0%	-	0%	919,254	5%
Total Other Rate Base	12,459,542	-	0%	3,703,958	30%	-	0%	-	0%	-	0%	837,230	7%
Total Rate Base	150,053,096	-	0%	38,824,482	26%	-	0%	-	0%	-	0%	7,761,286	5%

(0)

Supporting Schedules: E-3a, B-1

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Functionalize and classify test year rate base by primary account (plant balances, accumulated depreciation and CWIP). The account balances in the B Schedules and those used in the cost of service study must be equal. (\$000)

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Rate Base Account Number and Title	Jurisdictional Adjusted Rate Base	Services Energy		Meters Demand		Meters Customer		Meters Energy		Customer Accounts & Service Demand		Customer Accounts & Service Customer	
		Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
Plant in Service													
Production													
Intangible	7,726,958	-	0%	-	0%	113,602	1%	-	0%	-	0%	7,108,260	92%
Transmission	25,191,383	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%
Distribution	167,213,730	-	0%	-	0%	6,625,182	4%	-	0%	-	0%	-	0%
General Plant	16,444,309	-	0%	-	0%	1,944,466	12%	-	0%	-	0%	5,858,535	36%
CWIP	1,978,713	-	0%	-	0%	68,134	3%	-	0%	-	0%	-	0%
Total Plant in Service	218,555,092	-	0%	-	0%	8,751,385	4%	-	0%	-	0%	12,966,795	6%
Accumulated Provision for Depreciation & Amortization													
Production													
Intangible	(700,630)	-	0%	-	0%	(61,246)	9%	-	0%	-	0%	(366,962)	52%
Transmission	(5,427,107)	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%
Distribution	(69,199,625)	-	0%	-	0%	(4,043,734)	6%	-	0%	-	0%	-	0%
General Plant	(5,634,177)	-	0%	-	0%	(666,216)	12%	-	0%	-	0%	(2,007,261)	36%
Total Accum. Prov. For Depr.	(80,961,538)	-	0%	-	0%	(4,771,196)	6%	-	0%	-	0%	(2,374,223)	3%
Customer Advances for Const.	(307,918)	-	0%	-	0%	(12,200)	4%	-	0%	-	0%	-	0%
Working Capital Allowance	(5,499,780)	-	0%	-	0%	(533,938)	10%	-	0%	-	0%	(2,178,486)	40%
Other Rate Base	18,267,240	-	0%	-	0%	528,419	3%	-	0%	-	0%	1,406,294	8%
Total Other Rate Base	12,459,542	-	0%	-	0%	(17,719)	0%	-	0%	-	0%	(772,192)	-6%
Total Rate Base	150,053,096	-	0%	-	0%	3,962,470	3%	-	0%	-	0%	9,820,380	0

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Supporting Schedules: E-3a, B-1

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Functionalize and classify test year rate base by primary account (plant balances, accumulated depreciation and CWIP). The account balances in the B Schedules and those used in the cost of service study must be equal.
 (\$000)

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Rate Base Account Number and Title	Jurisdictional Adjusted Rate Base	Customer Accounts & Service Energy		Lighting Plant Demand		Lighting Plant Customer		Lighting Plant Energy	
		Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
Plant in Service									
Production									
Intangible	7,726,958	-	0%	-	0%	27,296	0%	-	0%
Transmission	25,191,383	-	0%	-	0%	-	0%	-	0%
Distribution	167,213,730	-	0%	-	0%	7,658,585	5%	-	0%
General Plant	16,444,309	-	0%	-	0%	467,052	3%	-	0%
CWIP	1,978,713	-	0%	-	0%	78,762	4%	-	0%
Total Plant in Service	218,555,092	-	0%	-	0%	8,231,694	4%	-	0%
Accumulated Provision for Depreciation & Amortization									
Production									
Intangible	(700,630)	-	0%	-	0%	(14,720)	2%	-	0%
Transmission	(5,427,107)	-	0%	-	0%	-	0%	-	0%
Distribution	(69,199,625)	-	0%	-	0%	(3,668,715)	5%	-	0%
General Plant	(5,634,177)	-	0%	-	0%	(160,022)	3%	-	0%
Total Accum. Prov. For Depr.	(80,961,538)	-	0%	-	0%	(3,843,458)	5%	-	0%
Customer Advances for Const.	(307,918)	-	0%	-	0%	(14,103)	5%	-	0%
Working Capital Allowance	(5,499,780)	-	0%	-	0%	(149,766)	3%	-	0%
Other Rate Base	18,267,240	-	0%	-	0%	582,592	3%	-	0%
Total Other Rate Base	12,459,542	-	0%	-	0%	418,723	3%	-	0%
Total Rate Base	150,053,096	-	0%	-	0%	4,806,960	3%	-	0%

(0)

Supporting Schedules: E-3a, B-1

Florida Public Service Commission

COMPANY: FLORIDA PUBLIC UTILITIES
Consolidated Electric Division
DOCKET NO.: 20240099-EI

Explanation: Functionalize and classify test year operating expenses by primary account (depreciation expense, operation and maintenance expense, and any other expense items). The balances in the C Schedules and those used in the cost of service study must be equal.
(\$000)

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
Witness: Taylor

Operating Expense Account Number and Title	Jurisdictional Adjusted Expense	Transmission Demand		Transmission Customer		Transmission Energy		Distribution Primary Demand		Distribution Primary Customer	
		Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
Expense Items											
O&M	16,245,692	296,170	2%	-	0%	0	0%	4,824,698	30%	-	0%
Depreciation	5,741,456	410,166	7%	-	0%	0	0%	2,111,458	37%	-	0%
Taxes Other Than Income	2,357,780	209,420	9%	-	0%	0	0%	873,866	37%	-	0%
Income Taxes	17,460	2,639	15%	-	0%	0	0%	7,237	41%	-	0%
Total Expenses	24,362,388	918,395	4%	-	0%	0	0%	7,817,258	32%	-	0%
O&M EXPENSES											
TRANSMISSION - OPERATION	135,196	135,196	100%	-	0%	-	0%	-	0%	-	0%
TRANSMISSION - MAINTENANCE	9,641	9,641	100%	-	0%	-	0%	-	0%	-	0%
DISTRIBUTION - OPERATION	1,691,971	-	0%	-	0%	-	0%	803,974	48%	-	0%
DISTRIBUTION - MAINTENANCE	2,320,180	-	0%	-	0%	-	0%	1,284,879	55%	-	0%
TOTAL CUSTOMER ACCOUNTS EXP	3,116,615	-	0%	-	0%	-	0%	-	0%	-	0%
TOTAL CUST SERV & INFO	-	-	0%	-	0%	-	0%	-	0%	-	0%
TOTAL CUST SALES EXPENSE	138,771	-	0%	-	0%	-	0%	-	0%	-	0%
ADMINISTRATIVE AND GENERAL - OPERATION	8,707,063	150,330	2%	-	0%	0	0%	2,695,671	31%	-	0%
MAINTENANCE OF GENERAL PLANT	126,255	1,003	1%	-	0%	0	0%	40,174	32%	-	0%
TOTAL O&M EXPENSES	16,245,692	296,170	2%	-	0%	0	0%	4,824,698	30%	-	0%
DEPRECIATION & AMORTIZATION EXPENSE											
TRANSMISSION	348,886	348,886	100%	-	0%	-	0%	-	0%	-	0%
DISTRIBUTION	3,763,141	-	0%	-	0%	-	0%	1,640,304	44%	-	0%
INTANGIBLE	315,325	509	0%	-	0%	-	0%	20,378	6%	-	0%
GENERAL PLANT	852,922	6,775	1%	-	0%	-	0%	271,398	32%	-	0%
AMORTIZATION	461,182	53,996	12%	-	0%	0	0%	179,378	39%	-	0%
TOTAL DEPRECIATION & AMORTIZATION EXPENSE	5,741,456	410,166	7%	-	0%	0	0%	2,111,458	37%	-	0%
TAXES OTHER THAN INCOME											
FICA	610,539	4,850	1%	-	0%	-	0%	194,273	32%	-	0%
REAL AND PERSONAL PROPERTY	1,747,241	204,570	12%	-	0%	0	0%	679,593	39%	-	0%
TOTAL TAXES OTHER THAN INCOME	2,357,780	209,420	9%	-	0%	0	0%	873,866	37%	-	0%
INCOME TAXES											
INCOME TAXES	(1,970,618)	(297,887)	15%	-	0%	(0)	0%	(816,793)	41%	-	0%
DEFERRED INCOME TAXES	1,988,078	300,527	15%	-	0%	0	0%	824,029	41%	-	0%
TOTAL INCOME TAXES	17,460	2,639	15%	-	0%	0	0%	7,237	41%	-	0%

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Functionalize and classify test year operating expenses by primary account (depreciation expense, operation and maintenance expense, and any other expense items). The balances in the C Schedules and those used in the cost of service study must be equal.
 (\$000)

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Test Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Operating Expense Account Number and Title	Jurisdictional Adjusted Expense	Distribution Primary Energy		Distribution Secondary Demand		Distribution Secondary Customer		Distribution Secondary Energy		Services Demand		Services Customer	
		Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
Expense Items													
O&M	16,245,692	-	0%	2,511,941	15%	-	0%	-	0%	-	0%	158,317	1%
Depreciation	5,741,456	-	0%	1,606,877	28%	-	0%	-	0%	-	0%	363,907	6%
Taxes Other Than Income	2,357,780	-	0%	597,568	25%	-	0%	-	0%	-	0%	130,444	6%
Income Taxes	17,460	-	0%	4,518	26%	-	0%	-	0%	-	0%	903	5%
Total Expenses	24,362,388	-	0%	4,720,903	19%	-	0%	-	0%	-	0%	653,571	3%
O&M EXPENSES													
TRANSMISSION - OPERATION	135,196	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%
TRANSMISSION - MAINTENANCE	9,641	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%
DISTRIBUTION - OPERATION	1,691,971	-	0%	270,208	16%	-	0%	-	0%	-	0%	42,859	3%
DISTRIBUTION - MAINTENANCE	2,320,180	-	0%	771,964	33%	-	0%	-	0%	-	0%	1,023	0%
TOTAL CUSTOMER ACCOUNTS EXP	3,116,615	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%
TOTAL CUST SERV & INFO	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%
TOTAL CUST SALES EXPENSE	138,771	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%
ADMINISTRATIVE AND GENERAL - OPERATION	8,707,063	-	0%	1,449,157	17%	-	0%	-	0%	-	0%	113,465	1%
MAINTENANCE OF GENERAL PLANT	126,255	-	0%	20,613	16%	-	0%	-	0%	-	0%	970	1%
TOTAL O&M EXPENSES	16,245,692	-	0%	2,511,941	15%	-	0%	-	0%	-	0%	158,317	1%
DEPRECIATION & AMORTIZATION EXPENSE													
TRANSMISSION	348,886	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%
DISTRIBUTION	3,763,141	-	0%	1,325,752	35%	-	0%	-	0%	-	0%	323,671	9%
INTANGIBLE	315,325	-	0%	10,456	3%	-	0%	-	0%	-	0%	492	0%
GENERAL PLANT	852,922	-	0%	139,252	16%	-	0%	-	0%	-	0%	6,551	1%
AMORTIZATION	461,182	-	0%	131,417	28%	-	0%	-	0%	-	0%	33,193	7%
TOTAL DEPRECIATION & AMORTIZATION EXPENSE	5,741,456	-	0%	1,606,877	28%	-	0%	-	0%	-	0%	363,907	6%
TAXES OTHER THAN INCOME													
FICA	610,539	-	0%	99,679	16%	-	0%	-	0%	-	0%	4,689	1%
REAL AND PERSONAL PROPERTY	1,747,241	-	0%	497,889	28%	-	0%	-	0%	-	0%	125,755	7%
TOTAL TAXES OTHER THAN INCOME	2,357,780	-	0%	597,568	25%	-	0%	-	0%	-	0%	130,444	6%
INCOME TAXES													
INCOME TAXES	(1,970,618)	-	0%	(509,874)	26%	-	0%	-	0%	-	0%	(101,927)	5%
DEFERRED INCOME TAXES	1,988,078	-	0%	514,392	26%	-	0%	-	0%	-	0%	102,831	5%
TOTAL INCOME TAXES	17,460	-	0%	4,518	26%	-	0%	-	0%	-	0%	903	5%

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Functionalize and classify test year operating expenses by primary account (depreciation expense, operation and maintenance expense, and any other expense items). The balances in the C Schedules and those used in the cost of service study must be equal.
 (\$000)

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Operating Expense Account Number and Title	Jurisdictional Adjusted Expense	Services Energy		Meters Demand		Meters Customer		Meters Energy		Customer Accounts & Demand		Customer Accounts & Service Customer	
		Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
Expense Items													
O&M	16,245,692	-	0%	-	0%	1,577,188	10%	-	0%	-	0%	6,434,988	40%
Depreciation	5,741,456	-	0%	-	0%	378,651	7%	-	0%	-	0%	605,326	11%
Taxes Other Than Income	2,357,780	-	0%	-	0%	142,157	6%	-	0%	-	0%	321,177	14%
Income Taxes	17,460	-	0%	-	0%	461	3%	-	0%	-	0%	1,143	7%
Total Expenses	24,362,388	-	0%	-	0%	2,098,456	9%	-	0%	-	0%	7,362,634	30%
O&M EXPENSES													
TRANSMISSION - OPERATION	135,196	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%
TRANSMISSION - MAINTENANCE	9,641	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%
DISTRIBUTION - OPERATION	1,691,971	-	0%	-	0%	465,434	28%	-	0%	-	0%	-	0%
DISTRIBUTION - MAINTENANCE	2,320,180	-	0%	-	0%	175,897	8%	-	0%	-	0%	-	0%
TOTAL CUSTOMER ACCOUNTS EXP	3,116,615	-	0%	-	0%	-	0%	-	0%	-	0%	3,116,615	100%
TOTAL CUST SERV & INFO	-	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%
TOTAL CUST SALES EXPENSE	138,771	-	0%	-	0%	-	0%	-	0%	-	0%	138,771	100%
ADMINISTRATIVE AND GENERAL - OPERATION	8,707,063	-	0%	-	0%	920,928	11%	-	0%	-	0%	3,134,621	36%
MAINTENANCE OF GENERAL PLANT	126,255	-	0%	-	0%	14,929	12%	-	0%	-	0%	44,980	36%
TOTAL O&M EXPENSES	16,245,692	-	0%	-	0%	1,577,188	10%	-	0%	-	0%	6,434,988	40%
DEPRECIATION & AMORTIZATION EXPENSE													
TRANSMISSION	348,886	-	0%	-	0%	-	0%	-	0%	-	0%	-	0%
DISTRIBUTION	3,763,141	-	0%	-	0%	251,757	7%	-	0%	-	0%	-	0%
INTANGIBLE	315,325	-	0%	-	0%	7,573	2%	-	0%	-	0%	274,098	87%
GENERAL PLANT	852,922	-	0%	-	0%	100,854	12%	-	0%	-	0%	303,866	36%
AMORTIZATION	461,182	-	0%	-	0%	18,467	4%	-	0%	-	0%	27,362	6%
TOTAL DEPRECIATION & AMORTIZATION EXPENSE	5,741,456	-	0%	-	0%	378,651	7%	-	0%	-	0%	605,326	11%
TAXES OTHER THAN INCOME													
FICA	610,539	-	0%	-	0%	72,194	12%	-	0%	-	0%	217,514	36%
REAL AND PERSONAL PROPERTY	1,747,241	-	0%	-	0%	69,963	4%	-	0%	-	0%	103,663	6%
TOTAL TAXES OTHER THAN INCOME	2,357,780	-	0%	-	0%	142,157	6%	-	0%	-	0%	321,177	14%
INCOME TAXES													
INCOME TAXES	(1,970,618)	-	0%	-	0%	(52,038)	3%	-	0%	-	0%	(128,969)	7%
DEFERRED INCOME TAXES	1,988,078	-	0%	-	0%	52,499	3%	-	0%	-	0%	130,112	7%
TOTAL INCOME TAXES	17,460	-	0%	-	0%	461	3%	-	0%	-	0%	1,143	7%

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Functionalize and classify test year operating expenses by primary account (depreciation expense, operation and maintenance expense, and any other expense items). The balances in the C Schedules and those used in the cost of service study must be equal.
 (\$000)

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Operating Expense Account Number and Title	Jurisdictional Adjusted Expense	Customer Accounts & Service Energy		Lighting Plant Demand		Lighting Plant Customer		Lighting Plant Energy		
		Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	
Expense Items										
O&M	16,245,692	-	0%	-	0%	442,391	3%	-	0%	
Depreciation	5,741,456	-	0%	-	0%	265,072	5%	-	0%	
Taxes Other Than Income	2,357,780	-	0%	-	0%	83,149	4%	-	0%	
Income Taxes	17,460	-	0%	-	0%	559	3%	-	0%	
Total Expenses	24,362,388	-	0%	-	0%	791,171	3%	-	0%	
O&M EXPENSES										
TRANSMISSION - OPERATION	135,196	-	0%	-	0%	-	0%	-	0%	
TRANSMISSION - MAINTENANCE	9,641	-	0%	-	0%	-	0%	-	0%	
DISTRIBUTION - OPERATION	1,691,971	-	0%	-	0%	109,496	6%	-	0%	
DISTRIBUTION - MAINTENANCE	2,320,180	-	0%	-	0%	86,418	4%	-	0%	
TOTAL CUSTOMER ACCOUNTS EXP	3,116,615	-	0%	-	0%	-	0%	-	0%	
TOTAL CUST SERV & INFO	-	-	0%	-	0%	-	0%	-	0%	
TOTAL CUST SALES EXPENSE	138,771	-	0%	-	0%	-	0%	-	0%	
ADMINISTRATIVE AND GENERAL - OPERATION	8,707,063	-	0%	-	0%	242,891	3%	-	0%	
MAINTENANCE OF GENERAL PLANT	126,255	-	0%	-	0%	3,586	3%	-	0%	
TOTAL O&M EXPENSES	16,245,692	-	0%	-	0%	442,391	3%	-	0%	
DEPRECIATION & AMORTIZATION EXPENSE										
TRANSMISSION	348,886	-	0%	-	0%	-	0%	-	0%	
DISTRIBUTION	3,763,141	-	0%	-	0%	221,658	6%	-	0%	
INTANGIBLE	315,325	-	0%	-	0%	1,819	1%	-	0%	
GENERAL PLANT	852,922	-	0%	-	0%	24,225	3%	-	0%	
AMORTIZATION	461,182	-	0%	-	0%	17,370	4%	-	0%	
TOTAL DEPRECIATION & AMORTIZATION EXPENSE	5,741,456	-	0%	-	0%	265,072	5%	-	0%	
TAXES OTHER THAN INCOME										
FICA	610,539	-	0%	-	0%	17,341	3%	-	0%	
REAL AND PERSONAL PROPERTY	1,747,241	-	0%	-	0%	65,808	4%	-	0%	
TOTAL TAXES OTHER THAN INCOME	2,357,780	-	0%	-	0%	83,149	4%	-	0%	
INCOME TAXES										
INCOME TAXES	(1,970,618)	-	0%	-	0%	(63,129)	3%	-	0%	
DEFERRED INCOME TAXES	1,988,078	-	0%	-	0%	63,688	3%	-	0%	
TOTAL INCOME TAXES	17,460	-	0%	-	0%	559	3%	-	0%	

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide a schedule by rate class which identifies the source and amount of ALL revenue INCLUDED IN THE COST OF SERVICE STUDY. The base rate revenue from retail sales of electricity must equal that shown on MFR Schedule E-13a. The revenue from service charges must equal that shown on MFR Schedule E-13b. The total revenue for the retail system must equal that shown on MFR Schedule ____.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Account Number	Description of Source	Total Company	Residential Service	General Service	General -Demand	General Large Demand	General Large Demand 1	Total Lighting Services
<u>PRESENT REVENUES</u>								
440-447	Sales of Electricity	24,375,589	13,663,622	3,005,981	4,090,524	1,305,459	620,814	1,689,189
451	Miscellaneous Service Charges	163,225	91,495	20,129	27,391	8,742	4,157	11,311
450	Forefeited Discounts	507,014	284,204	62,525	85,083	27,154	12,913	35,135
454	Rent from Electric Property	269,439	141,481	30,449	58,162	21,593	5,231	12,522
456	Other Electric Revenue	38,679	21,681	4,770	6,491	2,071	985	2,680
Total Present Revenue		25,353,946	14,202,483	3,123,853	4,267,651	1,365,020	644,101	1,750,838
<u>PROPOSED INCREASES</u>								
	Sales of Electricity	12,428,955	6,014,587	2,067,503	2,813,449	897,891	170,798	464,727
	Miscellaneous Service Charges	164,495	90,601	19,818	29,781	10,014	3,915	10,365
	Forefeited Discounts	-	-	-	-	-	-	-
	Rent from Electric Property	-	-	-	-	-	-	-
	Other Electric Revenue	-	-	-	-	-	-	-
Total Increase in Revenue		12,593,450	6,105,188	2,087,322	2,843,230	907,905	174,713	475,093
<u>PROPOSED REVENUE</u>								
	Sales of Electricity	36,804,544	19,678,209	5,073,484	6,903,973	2,203,350	791,612	2,153,917
	Miscellaneous Service Charges	327,720	182,096	39,947	57,172	18,756	8,072	21,676
	Forefeited Discounts	507,014	284,204	62,525	85,083	27,154	12,913	35,135
	Rent from Electric Property	269,439	141,481	30,449	58,162	21,593	5,231	12,522
	Other Electric Revenue	38,679	21,681	4,770	6,491	2,071	985	2,680
Total Proposed Revenue		37,947,396	20,307,672	5,211,175	7,110,881	2,272,924	818,814	2,225,930

Supporting Schedules: E-13a, E-13b, E-13c

Recap Schedules: E-6a, E-6b

Schedule E-6a

Cost of Service Study - Unit Costs, Present Rates

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: For each cost of service study filed by the company, calculate the unit costs for demand, energy and customer for each rate schedule at present rates, based on the revenue requirements from sales of electricity only, excluding other operating revenues. The demand unit costs must be separated into production, transmission and distribution. Unit costs under present rates must be calculated at both the system and class rates of return. Unit costs must be provided separately for each existing rate class, except for the lighting classes. If the company is proposing to combine two or more classes, it must also provide unit costs for the classes combined. Customer unit costs for the lighting classes must include only customer-related costs, excluding costs for fixtures and poles. The lighting fixtures and poles must be shown on a separate line. Billing units must match Schedule E-5.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Allocation Method: Please refer to the Cost of Service Study in E-1.

Line No.	Description	Total Company	RS	GS	GSD	GSLD	GSLDI-SB	LS
1	Current Revenues - Class Rate of Return	\$ 25,353,946	\$ 14,202,483	\$ 3,123,853	\$ 4,267,651	\$ 1,365,020	\$ 644,101	\$ 1,750,838
2	Revenues at System Rate of Return	\$ 25,353,946	\$ 15,432,954	\$ 2,954,605	\$ 4,084,199	\$ 1,437,812	\$ 392,879	\$ 1,051,497
	<u>FUNCTIONALIZED REVENUE AT CURRENT REVENUES (CLASS RATE OF RETURN)</u>							
3	Energy (Non-Fuel Portion)							
4	Demand - Production							
5	Demand - Transmission	\$ 1,985,671	\$ 926,135	\$ 215,213	\$ 412,764	\$ 154,317	\$ 257,442	\$ 20,331
6	Demand - Primary	\$ 8,985,097	\$ 4,462,683	\$ 1,131,163	\$ 2,091,058	\$ 682,059	\$ 198,320	\$ 176,662
7	Demand - Secondary	\$ 5,502,661	\$ 2,774,212	\$ 703,202	\$ 1,301,025	\$ 428,133	\$ -	\$ 109,822
8	Services	\$ 906,147	\$ 462,358	\$ 117,198	\$ 216,833	\$ 71,354	\$ -	\$ -
9	Meters	\$ 1,641,737	\$ 1,202,187	\$ 222,382	\$ 59,033	\$ 1,874	\$ 168,943	\$ -
10	Customer Accounts and Service	\$ 5,513,254	\$ 4,374,908	\$ 734,696	\$ 186,938	\$ 27,282	\$ 19,396	\$ 73,453
11	Lighting Facilities	\$ 819,378	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,370,570
12	Removal of Other Operating Revenues	\$ (978,357)	\$ (538,862)	\$ (117,873)	\$ (177,127)	\$ (59,560)	\$ (23,287)	\$ (61,649)
13	Total Revenues	\$ 24,375,589	\$ 13,663,622	\$ 3,005,981	\$ 4,090,524	\$ 1,305,459	\$ 620,814	\$ 1,689,189
	<u>FUNCTIONALIZED REVENUE AT CURRENT REVENUES (SYSTEM RATE OF RETURN)</u>							
14	Energy (Non-Fuel Portion)							
15	Demand - Production							
16	Demand - Transmission	\$ 1,985,671	\$ 1,006,373	\$ 203,553	\$ 395,021	\$ 162,547	\$ 157,030	\$ 12,210
17	Demand - Primary	\$ 8,985,097	\$ 4,849,319	\$ 1,069,877	\$ 2,001,171	\$ 718,431	\$ 120,968	\$ 106,098
18	Demand - Secondary	\$ 5,502,661	\$ 3,014,564	\$ 665,103	\$ 1,245,099	\$ 450,964	\$ -	\$ 65,955
19	Services	\$ 906,147	\$ 502,416	\$ 110,848	\$ 207,512	\$ 75,159	\$ -	\$ -
20	Meters	\$ 1,641,737	\$ 1,306,342	\$ 210,333	\$ 56,495	\$ 1,974	\$ 103,049	\$ -
21	Customer Accounts and Service	\$ 5,513,254	\$ 4,753,940	\$ 694,891	\$ 178,902	\$ 28,737	\$ 11,831	\$ 44,113
22	Lighting Facilities	\$ 819,378	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 823,121
23	Removal of Other Operating Revenues	\$ (978,357)	\$ (538,862)	\$ (117,873)	\$ (177,127)	\$ (59,560)	\$ (23,287)	\$ (61,649)
24	Total Revenues	\$ 24,375,589	\$ 14,894,092	\$ 2,836,733	\$ 3,907,072	\$ 1,378,252	\$ 369,592	\$ 989,848
	<u>BILLING UNITS (ANNUAL)</u>							
25	Energy	613,810,520	300,934,214	59,831,618	162,301,520	78,180,504	5,111,000	7,451,664
26	Demand	1,400,761	679,622	142,875	308,472	127,730	133,899	8,163
27	Customer	365,239	310,747	45,568	8,016	296	24	588

Schedule E-6a

Cost of Service Study - Unit Costs, Present Rates

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: For each cost of service study filed by the company, calculate the unit costs for demand, energy and customer for each rate schedule at present rates, based on the revenue requirements from sales of electricity only, excluding other operating revenues. The demand unit costs must be separated into production, transmission and distribution. Unit costs under present rates must be calculated at both the system and class rates of return. Unit costs must be provided separately for each existing rate class, except for the lighting classes. If the company is proposing to combine two or more classes, it must also provide unit costs for the classes combined. Customer unit costs for the lighting classes must include only customer-related costs, excluding costs for fixtures and poles. The lighting fixtures and poles must be shown on a separate line. Billing units must match Schedule E-5.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Allocation Method: Please refer to the Cost of Service Study in E-1.

Line No.	Description	Total Company	RS	GS	GSD	GSLD	GSLDI-SB	LS
UNIT COST - FUNCTIONALIZED REVENUE								
CURRENT REVENUES (CLASS RATE OF RETURN)								
28	Energy Non-Fuel - cents/KWH	NA	NA	NA	NA	NA	NA	NA
29	Customer - \$/bill	\$ 22.07	\$ 19.44	\$ 23.58	\$ 57.73	\$ 339.56	\$ 7,847.47	\$ 124.92
30	Customer (Lighting Facilities)	NA	NA	NA	NA	NA	NA	NA
31	\$/Fixture or pole	NA	NA	NA	NA	NA	NA	NA
32	Demand - Production - \$/KW	NA	NA	NA	NA	NA	NA	NA
33	Demand - Transmission - \$/KW	\$ 1.42	\$ 1.36	\$ 1.51	\$ 1.34	\$ 1.21	\$ 1.92	\$ 2.49
34	Demand - Primary - \$/KW	\$ 6.41	\$ 6.57	\$ 7.92	\$ 6.78	\$ 5.34	\$ 1.48	\$ 21.64
35	Demand - Secondary - \$/KW	\$ 3.93	\$ 4.08	\$ 4.92	\$ 4.22	\$ 3.35	\$ -	\$ 13.45
36	Demand - Distribution - \$/KW	\$ 10.34	\$ 10.65	\$ 12.84	\$ 11.00	\$ 8.69	\$ 1.48	\$ 35.09
37	Demand - Production - cents/KWH	NA	NA	NA	NA	NA	NA	NA
38	Demand - Transmission - cents/KWH	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.05	\$ 0.00
39	Demand - Distribution - cents/KWH	\$ 0.02	\$ 0.02	\$ 0.03	\$ 0.02	\$ 0.01	\$ 0.04	\$ 0.04
40	(Unit Costs = Revenue Requirements							
41	(lines 11 through 20) divided by Billing							
42	Units (line 31 through 33).							
UNIT COST - FUNCTIONALIZED REVENUE								
CURRENT REVENUES (SYSTEM RATE OF RETURN)								
43	Energy Non-Fuel - cents/KWH	NA	NA	NA	NA	NA	NA	NA
44	Customer - \$/bill	\$ 22.07	\$ 21.12	\$ 22.30	\$ 55.25	\$ 357.67	\$ 4,786.68	\$ 75.02
45	Customer (Lighting Facilities)	NA	NA	NA	NA	NA	NA	NA
46	\$/Fixture or pole	NA	NA	NA	NA	NA	NA	NA
47	Demand - Production - \$/KW	NA	NA	NA	NA	NA	NA	NA
48	Demand - Transmission - \$/KW	\$ 1.42	\$ 1.48	\$ 1.42	\$ 1.28	\$ 1.27	\$ 1.17	\$ 1.50
49	Demand - Primary - \$/KW	\$ 6.41	\$ 7.14	\$ 7.49	\$ 6.49	\$ 5.62	\$ 0.90	\$ 13.00
50	Demand - Secondary - \$/KW	\$ 3.93	\$ 4.44	\$ 4.66	\$ 4.04	\$ 3.53	\$ -	\$ 8.08
51	Demand - Distribution - \$/KW	\$ 10.34	\$ 11.57	\$ 12.14	\$ 10.52	\$ 9.16	\$ 0.90	\$ 21.08
52	Demand - Production - cents/KWH	NA	NA	NA	NA	NA	NA	NA
53	Demand - Transmission - cents/KWH	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.03	\$ 0.00
54	Demand - Distribution - cents/KWH	\$ 0.02	\$ 0.03	\$ 0.03	\$ 0.02	\$ 0.01	\$ 0.02	\$ 0.02
55	(Unit Costs = Revenue Requirements							
56	(lines 21 through 30) divided by Billing							
57	Units (line 31 through 33).							

Supporting Schedules: E-3a, E-3b, E-5, E-13

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: For each cost of service study filed by the company, calculate the unit costs for demand, energy and customer for each rate schedule at proposed rates, based on the revenue requirements from sales of electricity only, excluding other operating revenues. The demand unit costs must be separated into production, transmission and distribution. Unit costs under proposed rates must be calculated at the system rate of return. Unit costs must be provided separately for each existing rate class, except for the lighting classes. If the company is proposing to combine two or more classes, it must also provide unit costs for the classes combined. Customer unit costs for the lighting classes must include only customer-related costs, excluding costs for fixtures and poles. The lighting fixtures and poles must be shown on a separate line. Billing units must match Schedule E-5.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Allocation Method: Please refer to the Cost of Service Study in E-1.

Line No.	Description	Total Company	RS	GS	GSD	GSLD	GSLDI-SB	LS
REVENUE REQUIREMENTS FROM SALES OF ELECTRICITY (\$000)								
1	Energy (Non-Fuel Portion)	NA	NA	NA	NA	NA	NA	NA
2	Demand - Production	NA	NA	NA	NA	NA	NA	NA
3	Demand - Transmission	\$ 2,971,965	\$ 1,437,142	\$ 301,303	\$ 659,064	\$ 277,835	\$ 278,428	\$ 18,192
4	Demand - Primary	\$ 13,448,047	\$ 6,925,026	\$ 1,583,657	\$ 3,338,811	\$ 1,227,991	\$ 214,487	\$ 158,075
5	Demand - Secondary	\$ 8,235,865	\$ 4,304,920	\$ 984,501	\$ 2,077,359	\$ 770,818	\$ -	\$ 98,267
6	Services	\$ 1,356,236	\$ 717,471	\$ 164,080	\$ 346,219	\$ 128,467	\$ -	\$ -
7	Meters	\$ 2,457,197	\$ 1,865,509	\$ 311,340	\$ 94,259	\$ 3,374	\$ 182,715	\$ -
8	Customer Accounts and Service	\$ 8,251,718	\$ 6,788,820	\$ 1,028,593	\$ 298,485	\$ 49,119	\$ 20,977	\$ 65,725
9	Lighting Facilities	\$ 1,226,368	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,226,368
10	Removal of Other Operating Revenues	\$ (1,142,852)	\$ (629,463)	\$ (137,691)	\$ (206,908)	\$ (69,574)	\$ (27,202)	\$ (72,014)
11	Total Revenue Requirement at Equal Rate of Return	\$ 36,804,544	\$ 21,409,426	\$ 4,235,782	\$ 6,607,287	\$ 2,388,031	\$ 669,405	\$ 1,494,612
BILLING UNITS (ANNUAL)								
12	Energy	613,810,520	300,934,214	59,831,618	162,301,520	78,180,504	5,111,000	7,451,664
13	Demand	1,400,761	679,622	142,875	308,472	127,730	133,899	8,163
14	Customer	365,239	310,747	45,568	8,016	296	24	588
UNIT COST								
15	Energy Non-Fuel - cents/KWH	NA	NA	NA	NA	NA	NA	NA
16	Customer - \$/bill	\$ 33.03	\$ 30.16	\$ 33.01	\$ 92.19	\$ 611.35	\$ 8,487.19	\$ 111.78
17	Customer (Lighting Facilities) \$/Fixture or pole	NA	NA	NA	NA	NA	NA	NA
18	Demand - Production - \$/KW	NA	NA	NA	NA	NA	NA	NA
19	Demand - Transmission - \$/KW	\$ 2.12	\$ 2.11	\$ 2.11	\$ 2.14	\$ 2.18	\$ 2.08	\$ 2.23
20	Demand - Primary - \$/KW	\$ 9.60	\$ 10.19	\$ 11.08	\$ 10.82	\$ 9.61	\$ 1.60	\$ 19.36
21	Demand - Secondary - \$/KW	\$ 5.88	\$ 6.33	\$ 6.89	\$ 6.73	\$ 6.03	\$ -	\$ 12.04
22	Demand - Distribution - \$/KW	\$ 15.48	\$ 16.52	\$ 17.97	\$ 17.56	\$ 15.65	\$ 1.60	\$ 31.40
23	Demand - Production - cents/KWH	NA	NA	NA	NA	NA	NA	NA
24	Demand - Transmission - cents/KWH	\$ 0	\$ 0.00478	\$ 0.00504	\$ 0.00406	\$ 0.00355	\$ 0.05448	\$ 0.00244
25	Demand - Distribution - cents/KWH	\$ 0	\$ 0.03732	\$ 0.04292	\$ 0.03337	\$ 0.02557	\$ 0.04197	\$ 0.03440
(Unit Costs = Revenue Requirements (lines 1 through 10) divided by Billing Units (line 11 through 13).)								

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide the calculation of the current cost of providing the services listed in Schedule E-13b. At a minimum, the schedule must include an estimate of all labor, transportation, customer accounting and overhead costs incurred in providing the service, and a short narrative describing the tasks performed.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

1	<u>Derivation of Hourly Costs</u>			
2				
3	1. Labor Rates			
4	Actual hourly rates as of December 31, 2023 were used as a basis of determining the cost of the required activities. These Rates were			
5	adjusted for non-productive time (vacation and sick time) and further adjusted for overhead costs (payroll taxes, retiree benefits, workman's comp			
6	insurance and employee medical insurance).			
7				
8				
9	2. Category Labor Rates			
10				
11	<u>Administrative Labor</u>			
12				
13	The average hourly wage of the Electric Operations Managers			
14	and the Customer Service Managers:			
15				
16	Average Hourly Rate		=	57.69
17	Non-Productive Time Adjustment	57.69	10.51% =	6.06
18	Overhead Cost Adjustment (includes non-productive time adj.)	63.75	30.84% =	19.66
19				
20	Total Administrative Hourly Labor Cost			<u>83.41</u>
21				
22	<u>Clerical Labor</u>			
23				
24	The hourly wage of the staff handling these			
25	services:			
26				
27	Average Hourly Rate		=	21.00
28	Non-Productive Time Adjustment	21.00	10.51% =	2.21
29	Overhead Cost Adjustment (includes non-productive time adj.)	23.21	30.84% =	7.16
30				
31	Total Administrative Hourly Labor Cost			<u>30.36</u>

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide the calculation of the current cost of providing the services listed in Schedule E-13b. At a minimum, the schedule must include an estimate of all labor, transportation, customer accounting and overhead costs incurred in providing the service, and a short narrative describing the tasks performed.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

32	<u>Field Service Labor</u>				
33					
34		The average hourly wage for the Service Department Personnel			
35		that normally perform the necessary activities in the field:			
36					
37		Average Hourly Rate		=	28.26
38		Non-Productive Time Adjustment	28.26	10.51%	= 2.97
39		Overhead Cost Adjustment (includes non-productive time adj.)	31.23	30.84%	= 9.63
40					
41		Total Administrative Hourly Labor Cost			<u>40.86</u>
42					
43	<u>Construction Labor</u>				
44					
45		The average hourly wage of construction personnel			
46		involved customer service activities:			
47					
48		Average Hourly Rate		=	43.16
49		Non-Productive Time Adjustment	43.16	10.51%	= 4.54
50		Overhead Cost Adjustment (includes non-productive time adj.)	47.70	30.84%	= 14.71
51					
52		Total Administrative Hourly Labor Cost			<u>62.41</u>
53					
54					
55					
56	3. Transportation rate				
57	The actual average hourly transportation rate for 2013				
58					
59		Hourly Transportation Rate (Pickup)			3.98
60		Hourly Transportation Rate (Bucket)			37.34

Supporting Schedules:

Recap Schedules: E-13b

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide the calculation of the current cost of providing the services listed in Schedule E-13b. At a minimum, the schedule must include an estimate of all labor, transportation, customer accounting and overhead costs incurred in providing the service, and a short narrative describing the tasks performed.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

61 Derivation of Costs for Proposed Service Charges
 62
 63 It is proposed to have six (6) different categories of service charges as described
 64 below. This will modify two (2) service charges, eliminate one (1) existing service
 65 charge and retain four (4) service charges.
 66
 67
 68

69 The Administrative, Clerical, Service Construction, and Transportation time in hours
 70 for each activity was determined by the Director, Northwest Florida
 71

72 A description of each type of activity along with the derivation of their respective
 73 costs of labor and transportation follows:
 74

75 1) Initial Establishment of Services
 76

77 At the customer's request, an order is created by the Customer Service Representative to
 78 have power connected. Once we receive notification that the customer's premise is ready to have
 79 power, the order is routed to construction personnel who go to the location and connect the service or change
 80 from temporary to permanent and set a meter. The order is returned to the office for input into the
 81 billing system.
 82

	<u>Time</u>	<u>Hourly Cost</u>	<u>Cost</u>
84 Administrative Labor	0.17 hours @	83.41	14.18
85 Clerical Labor	0.35 hours @	30.36	10.63
86 Construction Labor	1.00 hours @	62.41	62.41
87 Transportation (Bucket)	1.00 hours @	37.34	37.34
88		Service Charge	
89	Total Cost	124.55	\$125.00

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide the calculation of the current cost of providing the services listed in Schedule E-13b. At a minimum, the schedule must include an estimate of all labor, transportation, customer accounting and overhead costs incurred in providing the service, and a short narrative describing the tasks performed.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

Supporting Schedules:

Recap Schedules: E-13b

90	2)	<u>Re-Establish Service or Make Changes to an existing Account</u>			
91					
92		At the customer's request, an order is created by the Customer Service Representative to			
93		have power turned on. The order is routed to service personnel who go to the location and set or read a meter.			
94		The order is returned to the office for input into the billing system.			
95					
96			<u>Time</u>	<u>Hourly Cost</u>	<u>Cost</u>
97		Administrative Labor	0.00 hours @	83.41	0.00
98		Clerical Labor	0.35 hours @	30.36	10.63
99		Service Labor	0.75 hours @	40.86	30.65
100		Transportation (Pickup)	0.75 hours @	3.98	2.99
101					Service Charge
102				Total Cost	<u>44.26</u> <u>\$45.00</u>
103					
104					
105					
106	3)	<u>Temporary Disconnect Then Reconnect Service</u>			
107					
108		At the customer's request, an order is created by the Customer Service Representative to have the service			
109		temporarily disconnected and then reconnected at customer's request. The order is then routed to			
110		construction personnel who go to the site and disconnect and then return to the site to reconnect when			
111		requested by customer. Order is returned to office for input into the billing system.			
112					
113			<u>Time</u>	<u>Hourly Cost</u>	<u>Cost</u>
114		Administrative Labor	0.00 hours @	83.41	0.00
115		Clerical Labor	0.05 hours @	30.36	1.52
116		Construction Labor	0.80 hours @	62.41	49.92
117		Transportation (Bucket)	0.80 hours @	37.34	29.87
118					Service Charge
119				Total Cost	<u>81.31</u> <u>\$81.00</u>

Supporting Schedules:

Recap Schedules: E-13b

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide the calculation of the current cost of providing the services listed in Schedule E-13b. At a minimum, the schedule must include an estimate of all labor, transportation, customer accounting and overhead costs incurred in providing the service, and a short narrative describing the tasks performed.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

120	4)	<u>Reconnect After Disconnect for Violation of rules shown in Section - 13 Discontinuance of Service (Normal Hours)</u>		
121				
122		After the disconnected customer has corrected the rule violation a service order is		
123		created to by a Customer Service representative and routed to a service personnel who goes		
124		back to the customer's location and reconnects the service. The order is returned to the office		
125		so that a service charge can be put into the billing system.		
126				
127		<u>Time</u>	<u>Hourly Cost</u>	<u>Cost</u>
128				
129		Administrative Labor	0.20 hours @	83.41 16.68
130		Clerical Labor	0.25 hours @	30.36 7.59
131		Service Labor	1.00 hours @	40.86 40.86
132		Transportation (Pickup)	1.00 hours @	3.98 3.98
133				Service Charge
134		Total Cost		<u>69.12</u> \$70.00
135				
136	5)	<u>Reconnect After Disconnect for Violation of rules shown in Section - 13 Discontinuance of Service (After Hours)</u>		
137				
138		After the disconnected customer has corrected the rule violation, the customer calls the after hour call center and		
139		a standby construction person is dispatched to the customer's location to reconnect service. The order is returned		
140		to the office so that a service charge can be put into the billing system.		
141				
142		<u>Time</u>	<u>Hourly Cost</u>	<u>Cost</u>
143				
144		Administrative Labor	0.20 hours @	83.41 16.68
145		Clerical Labor	0.25 hours @	30.36 7.59
146		Service Labor	0.40 hours @	40.86 16.34
147		Construction	3.00 hours @	62.41 187.22
148		Transportation (Pickup)	0.40 hours @	3.98 1.59
149		Transportation (Bucket)	3.00 hours @	37.34 112.02
150				Service Charge
151		Total Cost		<u>324.76</u> \$325.00

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide the calculation of the current cost of providing the services listed in Schedule E-13b. At a minimum, the schedule must include an estimate of all labor, transportation, customer accounting and overhead costs incurred in providing the service, and a short narrative describing the tasks performed.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

152	6)	<u>Temporary Service</u>		
153				
154		At the customer's request for service, an order is created by the Customer Service Representative to		
155		run temporary service. When we receive notification that the customer's premise is ready to have power,		
156		the order is routed to construction personnel who go to the location and connect the service and set a meter.		
157		The order is returned to office for input into the billing system.		
158				
159			<u>Time</u>	<u>Hourly Cost</u>
160				<u>Cost</u>
161		Administrative Labor	0.20 hours @	83.41
162		Clerical Labor	0.40 hours @	30.36
163		Construction	1.00 hours @	62.41
164		Transportation (Bucket)	1.00 hours @	37.34
165				
166			Total Cost	128.57
167				Service Charge
168				\$135.00

169	7)	<u>Collection Charge</u>		
170		Should a customer not pay their monthly electric bill by the due date, a collection notice is issued. The notice is mailed to the		
171		customer and routed to service personnel. After the collection date is reached, service personnel are dispatched to the		
172		location to disconnect electricity. If a customer is at the location and elects to make payment, communication with office personnel		
173		is established, the customer makes payment and the electricity is not disconnected by the service personnel. The order		
174		is returned to the office for processing in the billing system.		
175				
176			<u>Time</u>	<u>Hourly Cost</u>
177				<u>Cost</u>
178		Administrative Labor	0.20 hours @	83.41
179		Clerical Labor	0.35 hours @	30.36
180		Service Labor	0.50 hours @	40.86
181		Transportation (Pickup)	0.50 hours @	3.98
182				
183			Total Cost	49.73
184				Service Charge
185				\$50.00

Florida Public Service Commission

COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide a schedule which shows the company-proposed increase in revenue by rate schedule and the present and company-proposed class rates of return under the proposed cost of service study. Provide justification for every class not left at the system rate of return. If the increase from service charges by rate class does not equal that shown on Schedule E-13b or if the increase from sales of electricity does not equal that shown on Schedule E-13a, provide an explanation.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Rate Class	Present		Increase from Service Charges	Increase from Sale of Electricity	Increase from Other Revenue	Total Increase	Company Proposed	
	ROR	Index					ROR	Index
Total Company	0.66%	1.00	164,495	12,428,955	-	12,593,450	6.89%	1.00
Residential Service	-0.90%	(1.37)	90,601	6,014,587	(0)	6,105,188	4.92%	0.71
General Service	1.66%	2.51	19,818	2,067,503	-	2,087,322	11.32%	1.64
General Demand	1.22%	1.85	29,781	2,813,449	-	2,843,230	7.71%	1.12
General Demand Large	0.06%	0.09	10,014	897,891	-	907,905	5.54%	0.80
Gen. Large Dem. 1	7.60%	11.51	3,915	170,798	0	174,713	9.92%	1.44
Lighting Services	12.05%	18.24	10,365	464,727	-	475,093	16.49%	2.39

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide the load data below by rate schedule. Any other load data used to develop demand allocation factors for cost of service studies submitted must also be provided. The average number of customers and annual MWH should be in agreement with the company's forecast in Schedule E-15.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Line No.	Rate Class	(1)	(2)	(3)	(4) Output to Line MWH*	(5) Class NCP KW*	(6) CP Winter KW*	(7) CP Summer KW*	(8) Average 12 CP KW*	(9) Average Demand KW*	(10) 1/13 Weighted Average Demand*	(11) Average Number of Customers
		Sales	Annual MWH Unbilled	Total								
Total Company		613,811	0	613,811	0	142,133	N/A	N/A	110,910	70,070	107,768	30,437
Residential Service		300,934	-	300,934		74,293	N/A	N/A	53,593	34,353	52,113	25,896
General Service		59,832	-	59,832		16,990	N/A	N/A	11,267	6,830	10,926	3,797
General Service Demand		162,302	-	162,302		35,851	N/A	N/A	24,346	18,528	23,899	668
General Service Demand Large		78,181	-	78,181		13,303	N/A	N/A	10,171	8,925	10,075	25
Gen. Serv. Dem. Large 1		5,111	-	5,111		-	N/A	N/A	10,889	583	10,096	2
Lighting Services		7,452	-	7,452		1,696	N/A	N/A	644	851	660	49
					At METER				At METER	At METER		
Total Company		613,811	-	613,811	0	142,133	-	-	110,910	70,070	107,768	30,437

*For forecasting, FPUC assumes that unbilled will net out by the end of the period unless there is unusual weather.

Florida Public Service Commission
COMPANY: FLORIDA PUBLIC UTILITIES
Consolidated Electric Division
DOCKET NO.: 20240099-EI

Explanation: Derive each allocation factor used in the cost of service studies. Provide supporting data and any work papers used in deriving the allocation factors, and a brief narrative description of the development of each allocation factor.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
Witness: Taylor

This information is provided in the Cost Study Report attached to Schedule E-1

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide a description of how the coincident and non-coincident demands for the test year were developed. Include an explanation of how the demands at the meter for each class were developed and how they were expanded from the meter level to the generation level. Provide the work papers for the actual calculations. If a methodology other than the application of ratios of class' coincident and non coincident load to actual MWH sales is used to derive projected demands, provide justification for the use of the methodology.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Coincident demands were developed by rate class for the test year by use of load factor ratios calculated by using Gulf Power Company's (Now part of FPL) load research results from the years 2003, 2006, 2010-11, and 2021. Gulf Power's load factors have been stable over this period. The load factors are taken from the 2021 study filed in Schedule E-17, Gulf Stand Alone E Schedules in Docket No 20210015-IL

Noncoincident class maximum demands were developed by application of coincident factor ratios to the class coincident demands. Gulf Power Company's load research data was used to calculate the coincidence factors. The coincidence factors used are also taken from the 2021 study filed in Schedule E-17, Gulf Stand Alone E Schedules in Docket No 20210015-IL

Both coincident and noncoincident demands were derived at the customer meter level and expanded to the supply level by use of estimated loss factors. Schedule E-17 discusses the derivation of the loss factors.

Details of the development of the demand factors are provided in the Cost Study Report attached to Schedule E-1.

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide a schedule showing the calculation of the adjustment by rate class to the test year amount of unbilled revenue for the effect of the proposed rate increase. The calculation of test year unbilled revenue at present rates is provided in Schedule C-11.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Rate Class	(1)	(2)	(3)	(4)	(5)	(6)	(7)
	Sales of Electricity (excluding unbilled)			Unbilled Sales*			
	Proposed Base Revenue (000's)	MWH	Per Unit \$/MWH col(1)/col(2)	MWH	Base Revenues(000's)		Adjustment col(5)-col(6)
					Proposed col(3)*col(4)	Present	
Total Company	36,804,544	606,359	60.6976	0	-	-	0.0%
Residential Service	19,678,209	300,934	65.3904	0	-	-	0.0%
General Service	5,073,484	59,832	84.7960	0	-	-	0.0%
General Service Demand	6,903,973	162,302	42.5379	0	-	-	0.0%
General Service Demand Large	2,203,350	78,181	28.1829	0	-	-	0.0%
Gen. Serv. Dem. Large 1	791,612	5,111	154.8839	0	-	-	0.0%
Lighting Services	2,153,917	0	-	0	-	-	0.0%

*For forecasting, FPUC assumes that unbilled will net out by the end of the period unless there is unusual weather.

Florida Public Service Commission

COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Compare jurisdictional revenue excluding service charges by rate schedule under present and proposed rates for the test year. If any customers are to be transferred from one schedule to another, the revenue and billing determinant information shall be shown separately for the transfer group and not be included under either the new or old classification.
 (\$000)

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Rate	(1) Base Revenue at Present Rates	(2) Base Revenue at Proposed Rates	Increase	
			(3) Dollars (2) - (1)	(4) Percent (3) / (1)
Total Company	24,375,589	36,804,544	12,428,955	51%
Residential Service	13,663,622	19,678,209	6,014,587	44%
General Service	3,005,981	5,073,484	2,067,503	69%
General Demand	4,090,524	6,903,973	2,813,449	69%
General Demand Large	1,305,459	2,203,350	897,891	69%
Gen. Large Dem. 1	620,814	791,612	170,798	28%
Lighting Services	1,689,189	2,153,917	464,727	28%

Supporting Schedules: E-5, E-8, E-13c

Recap Schedules:

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide a schedule of revenues from all service charges (initial connection, etc.) under present and proposed rates.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

Type of Service Charge	Number of Transactions	Present Charge	Proposed Charge	Revenues at Present Charges	Revenues at Proposed Charges	Increase	
						Dollars	Percent
1	289	61.00	125.00	17,629	36,125	18,496	104.92%
2	3,619	26.00	45.00	94,094	162,855	68,761	73.08%
3	304	65.00	81.00	19,760	24,624	4,864	24.62%
4	245	52.00	70.00	12,740	17,150	4,410	34.62%
5	6	178.00	325.00	1,068	1,950	882	82.58%
6	1,973	16.00	50.00	31,568	98,650	67,082	212.50%
7	0	85.00	135.00	-	-	-	0.00%
8	1,179	Per Statute; Section 68.065	Per Statute; Section 68.065	51,454	51,454	-	0.00%
9	1,437			(65,088)	(65,088)	-	0.00%
TOTAL	9,052			163,225	327,720	164,495	100.78%
1	Initial Establishment of Service						
2	Re-establish Service or Make Changes to Existing Account						
3	Temporary Disconnect Then Reconnect Service Due To Customer Request						
4	Reconnect After Disconnect for Rule Violation(normal hours)						
5	Reconnect After Disconnect for Rule Violation(after hours)						
6	Collection Charge						
7	Temporary Service						
8	Returned Check Charge						
9	Miscellaneous Allowance & Adjustments						

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: By rate schedule, calculate revenues under present and proposed rates for the test year. If any customers are to be transferred from one schedule to another, show revenues separately for the transfer group. Correction factors are used for historic test years only. The total base revenue by class must equal that shown in Schedule E-13a. The billing units must equal those shown in Schedule E-15.

Type of Data Shown:
 Projected Test Year End
 Prior Year Ended 12/31/
 Historical Test Year End
 Witness: Taylor

PROVIDE TOTAL NUMBER OF BILLS, MWH's, AND BILLING kWh FOR EACH RATE SCHEDULE (INCLUDING STANDARD AND TIME OF USE CUSTOMERS) AND TRANSFER GROUP.

Type of Charges	Rate Schedule			Proposed Revenue Calculation			Percent Increase
	Units	Charge/Unit	\$ Revenue	Units	Charge/Unit	\$ Revenue	
Residential Service							
Customer Charge	310,747	\$ 16.95	\$ 5,267,161	310,747	\$ 24.40	\$ 7,582,226	43.95%
<= 1000 KWh - RS	218,021,965	\$ 0.02373	\$ 5,173,661	218,021,965	\$ 0.03419	\$ 7,453,202	44.06%
> 1000 KWh - RS	82,912,249	\$ 0.03887	\$ 3,222,799	82,912,249	\$ 0.05600	\$ 4,642,780	44.06%
			\$ 13,663,622			\$ 19,678,209	44.02%
General Service							
Customer Charge	45,568	\$ 27.85	\$ 1,269,069	45,568	\$ 40.00	\$ 1,822,720	43.63%
All kWh	59,831,618	\$ 0.02903	\$ 1,736,912	59,831,618	\$ 0.05433	\$ 3,250,764	87.16%
			\$ 3,005,981			\$ 5,073,484	68.78%
General Service Demand							
Customer Charge	8,016	\$ 82.35	\$ 660,118	8,016	\$ 138.99	\$ 1,114,144	68.78%
All kWh	162,301,520	\$ 0.00547	\$ 887,789	162,301,520	\$ 0.00923	\$ 1,498,408	68.78%
All kW	566,284	\$ 4.49	\$ 2,542,617	566,284	\$ 7.58	\$ 4,291,421	68.78%
			\$ 4,090,524			\$ 6,903,973	68.78%
General Service Large Demand							
Customer Charge	296	\$ 157.42	\$ 46,596	296	\$ 265.69	\$ 78,645	68.78%
All kWh	78,180,504	\$ 0.00254	\$ 198,578	78,180,504	\$ 0.00429	\$ 335,160	68.78%
All KW	165,153	\$ 6.42	\$ 1,060,285	165,153	\$ 10.84	\$ 1,789,545	68.78%
			\$ 1,305,459			\$ 2,203,350	68.78%
General Service Large Demand1							
Customer Charge	24	\$ 974.80	\$ 23,395	24	\$ 1,242.99	\$ 29,832	27.51%
All kWh	5,111,000	\$ -	\$ -	5,111,000	\$ -	\$ -	-
All KW - SB	312,000	\$ 0.79	\$ 246,480	312,000	\$ -	\$ -	-
All KW - GSLDI	192,566	\$ 1.82	\$ 350,470	192,566	\$ -	\$ -	-
All KW - Proposed	264,566	\$ -	\$ -	264,566	\$ 2.88	\$ 761,182	27.51%
All KVAR	1,066	\$ 0.44	\$ 469	1,066	\$ 0.56	\$ 598	27.51%
			\$ 620,814			\$ 791,612	27.51%
Lighting Service							
Customer Charge	34,824	See E-13d	\$ 1,689,189	34,824	See E-13d	\$ 2,153,917	27.51%
All kWh	7,451,664	\$ -	\$ -	7,451,664	\$ -	\$ -	-
			\$ 1,689,189			\$ 2,153,917	27.51%
Total							
Customer Charge	399,475	\$ -	\$ 8,955,529	399,475	\$ -	\$ 12,781,484	42.72%
Volumetric Charge	615,312,155	\$ -	\$ 15,420,061	615,312,155	\$ -	\$ 24,023,060	55.79%
			\$ 24,375,589			\$ 36,804,544	50.99%

Florida Public Service Commission

Explanation: Calculate revenues under present and proposed rates for the test year for each lighting schedule. Show revenues from charges for all types of lighting fixtures, poles and conductors. Poles should be listed separately from fixtures. Show separately revenues from customers who own facilities and those who do not. Annual KWH's must agree with the data provided in Schedule E-15.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Type of Facility	Present Rates							Proposed Rates							Percent Increase
	Annual Billing Items	Est. Monthly kWh	Annual kWh	Facility Charge	Energy Charge	Maintenance Charge	Total Monthly Charge	\$ Total Revenue	Facility Charge	Energy Charge	Maintenance Charge	Total Monthly Charge	\$ Total Revenue		
High Pressure Sodium Lights															
150w HPS Acorn		61	150 \$	19.69 \$	3.19 \$	2.49	\$25.37	\$0	\$25.18	\$4.08	\$3.18	\$32.44	\$0		
150w HPS ALN 440		61	150 \$	28.07 \$	3.19 \$	3.32	\$34.58	\$0	\$35.90	\$4.08	\$4.25	\$44.23	\$0		
100w HPS Amer Rev		41	100 \$	9.66 \$	2.15 \$	3.29	\$15.10	\$0	\$12.36	\$2.75	\$4.21	\$19.32	\$0		
150w HPS Am Rev		61	150 \$	9.05 \$	3.19 \$	3.33	\$15.57	\$0	\$11.57	\$4.08	\$4.26	\$19.91	\$0		
100w HPS Cobra Head		41	100 \$	7.25 \$	2.15 \$	2.11	\$11.51	\$0	\$9.27	\$2.75	\$2.70	\$14.72	\$0		
200w HPS Cobra Head		81	200 \$	9.78 \$	4.26 \$	2.53	\$16.57	\$0	\$12.51	\$5.45	\$3.24	\$21.20	\$0		
250w HPS Cobra Head		101	250 \$	11.63 \$	5.30 \$	3.33	\$20.26	\$0	\$14.87	\$6.78	\$4.26	\$25.91	\$0		
400w HPS Cobra Head		162	400 \$	10.86 \$	8.54 \$	2.77	\$22.17	\$0	\$13.89	\$10.92	\$3.54	\$28.35	\$0		
250w HPS Flood		101	250 \$	11.37 \$	5.30 \$	2.42	\$19.09	\$0	\$14.54	\$6.78	\$3.10	\$24.42	\$0		
400w HPS Flood		162	400 \$	17.85 \$	8.54 \$	2.27	\$28.66	\$0	\$22.83	\$10.92	\$2.90	\$36.65	\$0		
1000w HPS Flood		405	1,000 \$	22.36 \$	21.30 \$	3.00	\$46.66	\$0	\$28.60	\$27.24	\$3.84	\$59.68	\$0		
100w HPS SP2 Spectra		41	100 \$	24.81 \$	2.15 \$	3.10	\$30.06	\$0	\$31.73	\$2.75	\$3.96	\$38.44	\$0		
Metal Halide Lights:															
175w MH ALN 440		71	175 \$	26.86 \$	3.77 \$	2.61	\$33.24	\$0	\$34.35	\$4.82	\$3.34	\$42.51	\$0		
400w MH Flood		162	400 \$	12.12 \$	8.54 \$	2.21	\$22.87	\$0	\$15.50	\$10.92	\$2.83	\$29.25	\$0		
1000w MH Flood		405	1,000 \$	20.61 \$	21.30 \$	2.92	\$44.83	\$0	\$26.36	\$27.24	\$3.73	\$57.33	\$0		
175w MH Shoebox		71	175 \$	22.68 \$	3.77 \$	2.93	\$29.38	\$0	\$29.01	\$4.82	\$3.75	\$37.58	\$0		
250w MH Shoebox		101	250 \$	24.14 \$	5.30 \$	3.28	\$32.72	\$0	\$30.88	\$6.78	\$4.20	\$41.86	\$0		
100w MH SP2 Spectra		41	100 \$	24.62 \$	2.15 \$	3.00	\$29.77	\$0	\$31.49	\$2.75	\$3.84	\$38.08	\$0		
1000w MH Vert Shoebox		405	1,000 \$	25.45 \$	21.30 \$	3.32	\$50.07	\$0	\$32.55	\$27.24	\$4.25	\$64.04	\$0		
Mercury Vapor Lights:															
175w MV Cobra Head -OL		72	175 \$	1.39 \$	3.70 \$	1.24	\$6.33	\$0	\$1.78	\$4.73	\$1.59	\$8.10	\$0		
400w MV Cobra Head-OL		154	400 \$	1.53 \$	7.95 \$	1.32	\$10.80	\$0	\$1.96	\$10.17	\$1.69	\$13.82	\$0		
Light Emitting Diode Lights															
50W Outdoor Light (100W Equivalent)	866	17	50 \$	6.58 \$	0.89 \$	2.08	\$9.55	\$8,270	\$8.42	\$1.14	\$2.66	\$12.22	\$10,583	27.96%	
50W Cobra Head (100W Equivalent)	56,491	17	50 \$	8.31 \$	0.89 \$	2.59	\$11.79	\$666,029	\$10.63	\$1.14	\$3.31	\$15.08	\$851,884	27.91%	
82W Cobra Head (200W Equivalent)	7,305	28	82 \$	7.78 \$	1.47 \$	2.43	\$11.68	\$85,322	\$9.95	\$1.88	\$3.11	\$14.94	\$109,137	27.91%	
130W Cobra Head (250W Equivalent)	4,099	45	130 \$	7.75 \$	2.36 \$	2.42	\$12.53	\$51,360	\$9.91	\$3.02	\$3.10	\$16.03	\$65,707	27.93%	
210W Cobra Head (400W Equivalent)	2,092	72	210 \$	13.55 \$	3.78 \$	3.95	\$21.28	\$44,518	\$17.33	\$4.83	\$5.05	\$27.21	\$56,923	27.87%	
26W American Revolution Decorative	3,258	9	26 \$	7.78 \$	0.47 \$	2.72	\$10.97	\$35,740	\$9.95	\$0.60	\$3.48	\$14.03	\$45,710	27.89%	
44W American Revolution Decorative	3,000	15	44 \$	7.71 \$	0.79 \$	2.69	\$11.19	\$33,570	\$9.86	\$1.01	\$3.44	\$14.31	\$42,930	27.88%	
90W Acorn Decorative (150W)	912	31	90 \$	11.14 \$	1.63 \$	3.71	\$16.48	\$15,030	\$14.25	\$2.08	\$4.75	\$21.08	\$19,225	27.91%	
60W Post Top Decorative (150W)	1,632	21	60 \$	19.74 \$	1.10 \$	6.25	\$27.09	\$44,211	\$25.25	\$1.41	\$7.99	\$34.65	\$56,549	27.91%	
80W Flood (250W Equivalent)	8,843	27	80 \$	10.80 \$	1.42 \$	3.40	\$15.62	\$138,128	\$13.81	\$1.82	\$4.35	\$19.98	\$176,683	27.91%	
170W Flood (400W Equivalent)	7,083	58	170 \$	10.80 \$	3.05 \$	3.40	\$17.25	\$122,182	\$13.81	\$3.90	\$4.35	\$22.06	\$156,251	27.88%	
150W Flood (350W Equivalent)	125	52	150 \$	10.80 \$	2.73 \$	3.40	\$16.93	\$2,116	\$13.81	\$3.49	\$2.65	\$22.06	\$2,706	27.88%	
290W Flood (1,000W Equivalent)	2,488	100	290 \$	10.80 \$	5.25 \$	3.40	\$19.45	\$48,392	\$13.81	\$6.71	\$4.35	\$24.87	\$61,877	27.87%	
82W Shoe Box (175W Equivalent)	4,464	23	276	N/A	N/A	N/A	\$0.00	\$0	\$12.14	\$1.87	\$4.34	\$18.35	\$81,914	N/A	
131W Shoe Box (250W Equivalent)	276	45	131 \$	10.72 \$	2.36 \$	3.59	\$16.67	\$4,601	\$13.71	\$3.02	\$4.59	\$21.32	\$5,884	27.89%	
150W Shoe Box	4,464	52	624 \$	9.52 \$	2.73 \$	3.23	\$15.48	\$69,103	N/A	N/A	N/A	N/A	N/A	N/A	
10' Alum Deco Base	1,788	0	0 \$	18.56 \$	- \$	-	\$18.56	\$33,185	\$23.74	\$0.00	\$0.00	\$23.74	\$42,447	27.91%	
13' Decorative Concrete	360	0	0 \$	14.14 \$	- \$	-	\$14.14	\$5,090	\$18.09	\$0.00	\$0.00	\$18.09	\$6,512	27.93%	
18' Fiberglass Round	5,397	0	0 \$	9.98 \$	- \$	-	\$9.98	\$53,862	\$12.76	\$0.00	\$0.00	\$12.76	\$68,866	27.86%	
20' Decorative Concrete	5,292	0	0 \$	16.41 \$	- \$	-	\$16.41	\$86,842	\$20.99	\$0.00	\$0.00	\$20.99	\$111,079	27.91%	
30' Wood Pole Std	19,132	0	0 \$	5.36 \$	- \$	-	\$5.36	\$102,548	\$6.86	\$0.00	\$0.00	\$6.86	\$131,246	27.99%	
35' Concrete Square	1,964	0	0 \$	15.83 \$	- \$	-	\$15.83	\$31,090	\$20.25	\$0.00	\$0.00	\$20.25	\$39,771	27.92%	
40' Wood Pole Std	96	0	0 \$	10.72 \$	- \$	-	\$10.72	\$1,029	\$13.71	\$0.00	\$0.00	\$13.71	\$1,316	27.89%	
30' Wood pole	1,387	0	0 \$	4.82 \$	- \$	-	\$4.82	\$6,685	\$6.16	\$0.00	\$0.00	\$6.16	\$8,544	27.80%	
Total Base Revenue Calculated								\$1,688,903					\$2,153,744		
Correction Factor								286					173		
Total Base Revenue								\$1,689,189					\$2,153,917		

COMPANY: FLORIDA PUBLIC UTILITIES
Consolidated Electric Division
DOCKET NO.: 20240099-EI

Explanation: Provide proposed tariff sheets highlighting changes in legislative format from existing tariff provisions. For each charge, reference by footnote unit costs as shown on Schedules E-6b and E-7, if applicable. Indicate whether unit costs are calculated at the class or system rate of return. On separate attachment explain any differences between unit costs and proposed charges. Provide the derivation (calculation and assumptions) of all charges and credits other than those for which unit costs are calculated in these MFR schedules, including those charges and credits the company proposes to continue at the present level. Work papers for street and outdoor lighting rates, T-O-U rates and standard energy charges shall be furnished under separate cover to staff, Commissioners, and the Commission Clerk and upon request to other parties to the docket.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
Witness: Grimard

Please refer to Schedule E-14a-Proposed Tariff and E-14b Legislative Version attached.



F. P. S. C. ELECTRIC TARIFF
FIRST REVISED VOLUME NO. II
OF
FLORIDA PUBLIC UTILITIES COMPANY
FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Communications concerning this Tariff should be addressed to:

Florida Public Utilities Company
208 Wildlight Avenue
Yulee, Florida 32097

Attn: Director of Regulatory Affairs

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MISCELLANEOUS GENERAL INFORMATION

Florida Public Utilities Company was incorporated under the Laws of Florida in 1924 and adopted its present corporate name in 1927.

It is principally engaged in the distribution and sale of natural gas and electricity. Its operations are entirely within the State of Florida.

The internet link to this Tariff is www.fpuc.com

General Florida office is located at:

208 Wildlight Avenue
Yulee, Florida 32097

Division offices are located at:

2825 Pennsylvania Avenue
Marianna, Florida 32446-4004

And

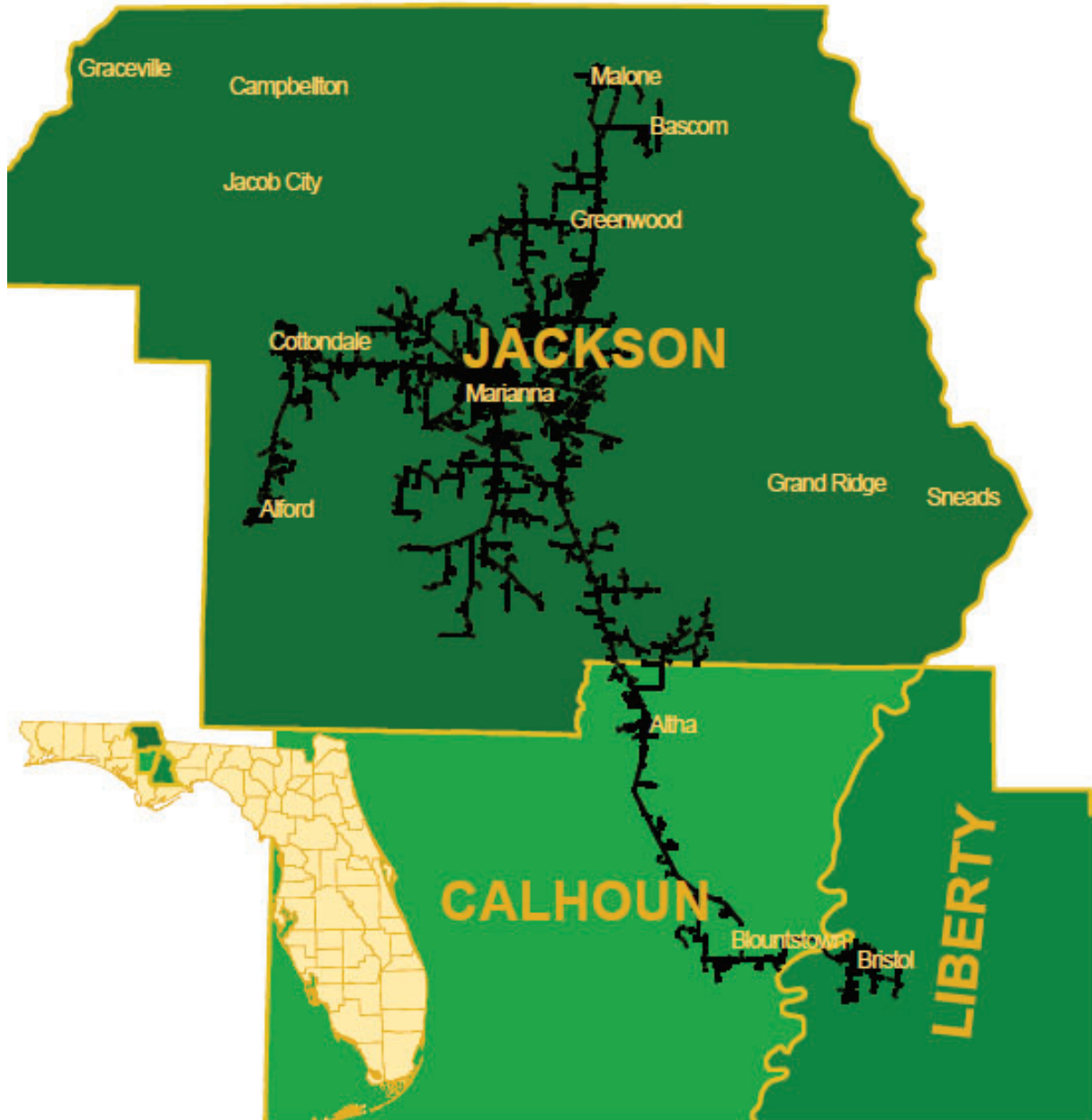
780 Amelia Island Parkway
Fernandina Beach, Florida 32034

Communications covering rates should be addressed to:

Florida Public Utilities Company
208 Wildlight Avenue
Yulee, Florida 32097

SYSTEM MAP

Northwest Florida Division System Map
Parts of Jackson, Calhoun County and Liberty Counties



SYSTEM MAP

Northeast Florida Division Service Map
Amelia Island located in Nassau County



TERRITORY SERVED

As indicated on the System Maps, two areas are served with electricity, both of which are located in the northern part of Florida.

The Northwest Florida Division serves various communities in Jackson, Calhoun and Liberty Counties.

The Northeast Florida Division serves Amelia Island, located in Nassau County.

TECHNICAL TERMS AND ABBREVIATIONS

When used in the rules and regulations or the rate schedules contained in this volume, the following terms shall have the meanings defined below:

- A. Company – Florida Public Utilities Company acting through its duly authorized officers or employees within the scope of their respective duties.
- B. Applicant – any person, firm, or corporation applying for electric service from the Company at one location.
- C. Customer – any person, firm, or corporation purchasing electric service at one location from the Company under Rules and Regulations of the Company.
- D. Service Classification
 - (1) Residential Service – service to Customer supplied for residential purposes in a single family dwelling unit or household. Residential service shall also apply to 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-owners’ benefit.
 - 2. None of the energy is used in any endeavor which sells or rents a commodity or provided service for a fee.
 - 3. Each point of delivery will be separately metered and billed.
 - 4. A responsible legal entity is established as the Customer to whom the Company can render its bills for said service.
 - (2) Commercial Service – service to Customers engaged in selling, servicing, warehousing, or distributing a commodity, in some business activity or in a profession, or in some form of economic or social activity (offices, stores, clubs, hotels, etc.) and for purposes that do not come directly under another classification of service. A premise which might otherwise, except for business activity conducted thereon, be entitled to Residential Service shall be classified as Commercial unless that portion of said premise use solely for residential purposes is metered separately.
 - (3) Industrial Service – service to Customers engaged in a process which creates or changes raw or unfinished material into another form or product. (Factories, mills, machine shops, mines, oil plants, refineries, creameries, canning, and packing plants, shipyards, etc., i.e., in extractive, fabricating, or processing activities.)

TECHNICAL TERMS AND ABBREVIATIONS (Continued)

- E. Service Line – all wiring between the Company’s main line or substation transformer terminals and the point of connection to Customers service entrance.
- F. Single Service – one set of facilities over which Customer may receive electric power.
- G. KW or Kilowatt – one thousand (1,000) watts.
- H. KWh or Kilowatt-hour – one thousand (1,000) watt-hours.
- I. Energy – current consumed, expressed in kilowatt-hours.
- J. BTU or British Thermal Unit – the amount of heat required to raise the temperature of one (1) pound of water one degree Fahrenheit (1°F) at sixty degrees Fahrenheit (60°F).
- K. Horsepower - the nameplate rating of motors or its equivalent in other apparatus. For conversion purposes on horsepower shall be considered as equivalent to 0.75 kilowatts.
- L. Candlepower – one-tenth of the manufacturer’s rating in lumens.
- M. Connected Load – sum of the ratings of the electric power consuming apparatus connected to the installation or system, or part of either, under consideration.
- N. Demand – the load at the terminals of an installation or system averaged over a specified period of time. Demand is expressed in kilowatts, kilovolt-amperes, or other suitable units.
- O. Power Factor – ratio of kilowatts to kilovolt-amperes.
- P. Month – the period between any two (2) regular readings of Company’s meters at approximately thirty (30) day intervals.

RESERVED FOR FUTURE USE

INDEX OF RULES AND REGULATIONS

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RULES AND REGULATIONS

Applicable to Electric Service and Electric Rate Schedules

1. General

Company shall furnish service under its rate schedules and these Rules and Regulations as approved from time to time by the Florida Public Service Commission and in effect at this time. These Rules and Regulations shall govern all service except as specifically modified by the terms and conditions of the rate schedules or written contracts. Copies of currently effective Rules and Regulations are available at the office of Company.

Unless otherwise specifically provided in any applicable rate schedule or in a contract by or with Company, the term of any agreement shall become operative on the day the Customer's installation is connected to Company's facilities for the purpose of taking electric energy and shall continue for a period of one (1) year and continuously thereafter until cancelled by three (3) or more days' notice by either party.

2. Application for Service

An application for service will be required by Company from each Applicant. Such application shall contain the information necessary to determine the type of service desired and the conditions under which service will be rendered. If necessary, the application or contract for service shall be in writing.

The application or depositing of any sum of money by the Applicant shall not require company to render service until the expiration of such time as may be reasonable required by Company to determine if Applicant has complied with the provisions of these Rules and Regulations and as may reasonably be required by Company to install the required facilities.

3. Election of Rate Schedules

Optional rates are available for certain classes of Customers. These optional rates and the conditions under which they are applicable are set forth in Company's rate schedules.

Upon application for service or upon request, Applicant or Customer shall elect the applicable rate schedule best suited to his requirements. Company will assist in making such election but does not guarantee that Customers will be served under the most favorable rate schedule at all times. Company shall not be held

RULES AND REGULATIONS (Continued)

3. Election of Rate Schedules (Continued)

responsible to notify Customers of the most favorable rates schedule and will not refund the difference in charge under different rate schedules to the same class of service.

Upon notification of any material changes in Customer's installation or load conditions, Company will assist in determining if a change in rates is desirable, but unless required by substantial changes in the Customer's installation, not more than (1) such change in rates will be made within any twelve (12) month period.

Company will require a written contract with special guarantee from Applicants whose characteristics of load would require excessive investment in facilities of whose requirements for service are of a special nature.

4. Customer Deposits

A. Deposit Required

Unless credit is established in accordance with Section 4B, the Customer shall make a deposit. The amount of the deposit shall be calculated in conformity with the requirements of Section 366.05(1)(c), Florida Statutes, as follows:

- (1) For an existing account or premise, the total deposit may not exceed two (2) months of average actual charges, calculated by adding the monthly charges from the 12-month period immediately before the date any change in the deposit is sought, dividing this total by 12, and multiplying the result by 2. If the account or premise has less than 12 months of actual charges, the deposit shall be calculated by adding the available monthly charges, dividing this total by the number of months available, and multiplying the result by 2.
- (2) For a new service or premise request, the total deposit may not exceed two (2) months of projected charges, calculated by adding the 12 months of projected charges, dividing this total by 12, and multiplying the result by 2. Once the new Customer has had continuous service for a 12-month period, the amount of the deposit shall be recalculated using actual data. Any difference between the projected and actual amounts must be resolved by the Customer paying any additional amount that may be billed by the utility or the utility returning any overcharge.
- (3) A residential Customer may request the amount of the initial deposit be billed and paid in even installments over a period of two (2) month's for deposit amounts between \$50 and \$150 and three (3) month's for deposits over \$150, which may be granted at the Company's discretion.

RULES AND REGULATIONS (Continued)

4. Customer Deposits (Continued)

B. Establishment of Credit

In lieu of a deposit, the Company may allow a prospective Customer to satisfactorily establish credit prior to the commencement of service by one of the following methods:

Residential:

- (1) Furnish a satisfactory guarantor to secure payment of bills for the service requested; such guarantor must be a Customer of the Company with a satisfactory payment record. A guarantor's liability shall be terminated when a residential Customer, whose payment of bills is secured by the guarantor, meets the requirements of Section 4C-Refund of Deposit. Guarantors providing security for payment of residential Customer's bills shall only be liable for bills contracted at the service address contained in the contract of guaranty; or
- (2) Furnish an irrevocable letter of credit from a bank equal to two (2) months' average bills; or
- (3) Furnish a surety bond equal to two (2) months' average bills; or
- (4) Pay a cash deposit.

Non-Residential:

- (1) Furnish a satisfactory guarantor to secure payment of bills for the service requested, such a guarantor need not be a Customer of the Company; or
- (2) Furnish an irrevocable letter of credit from a bank equal to two (2) months' average bills; or
- (3) Furnish a surety bond equal to two (2) months' average bills; or
- (4) Pay a cash deposit.

RULES AND REGULATIONS (Continued)

4. Customer Deposits (Continued)

C. Refund of Deposits

After a Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the utility shall refund the residential Customer's deposits and shall, at its option either refund or pay the higher rate of interest specified below for nonresidential deposits, providing the Customer has not, in the preceding 12 months, (a) made more than one late payment of a bill (after the expiration of 20 days from the date of mailing or delivery by the utility), (b) paid with a check refused by a bank, (c) been disconnected for non-payment, or at any time, (d) tampered with the meter, or (e) used service in a fraudulent or unauthorized manner. Company may, at its option, refund a deposit in less than 23 months.

D. Interest on Deposits

Two percent (2%) per annum interest will be credited to a Consumer's account annually in accordance with the current effective rules and regulations of the Commission. Three percent (3%) per annum will be credited annually on deposits of Residential Consumers qualifying under section (c) above when the company elects not to refund such a deposit after twenty-three (23) months. The Company shall credit annually three percent (3%) per annum on deposits of non-Residential Consumers qualifying for refund under Section (c) until the Commission sets a new interest rate applicable to the Company. No Customer shall be entitled to receive interest on their deposit until and unless a Customer relationship and the deposit have been in existence for a continuous period of six months, then Customer shall be entitled to receive interest for the day of the commencement of the Customer relationship and the placement of deposit. Deposits shall cease to bear interest upon discontinuance of service.

E. New or Additional Deposits

Company may require, upon written notice to an existing Customer of not less than 30 days, a deposit (including guaranty, letter of credit or surety bond) where previously waived or returned, or an additional deposit, in order to secure payment of current bills. Such notice for a deposit shall be separate and apart from any bill for service and shall explain the reason for the deposit; provided, however, that the total amount of the required deposit shall not exceed an amount equal to the average actual charges for service for two billing periods for the 12-month period immediately prior to the date of notice. The thirty (30) day notice shall not apply when service is being reestablished after discontinuance of service for non-payment. In the event the Customer has had service for less than 12 months, then the Company shall base its new or additional deposit upon the average actual monthly billing available.

RULES AND REGULATIONS (Continued)

4. Customer Deposits (Continued)

F. Retention of Deposits

Retention by Company, prior to final settlement, of said deposit shall not be considered as a payment or part payment of any bill for service. Company shall, however, apply said deposit against unpaid bills for service. In such case, Customer shall be required to restore deposit to original amount.

G. Refund of Deposit When Service is Discontinued

Upon discontinuance of service, the deposit and accrued interest shall be credited against the final account and the balance, if any, shall be returned promptly to the Customer, but in no event later than fifteen (15) days after service is discontinued.

5. Customer Facilities

Customer shall make or procure satisfactory conveyance to Company of all necessary easement and rights-of-way, including right of convenient access to Company's property, for furnishing adequate and continuous service or the removal of Company's property upon termination of service.

Customer should furnish Company a description of the load to be connected prior to wiring Customer's premises or purchasing any electric equipment. Company will then furnish Customer such information as characteristics of service which is or will be available at the point of delivery.

All wiring and equipment beyond Company's meter and accessories thereto, necessary to utilize service furnished by Company, shall be installed by and belong to the Customer and be maintained at Customer's expense. Customer shall bring their wiring to a point of connection to Company's service lines at a location satisfactory to Company.

All wiring and electric equipment shall conform to the requirements of the National Electrical Code as adopted by Company and local ordinances, if any.

Company reserves the right to inspect and approve the installation of all wiring and equipment to utilize Company's service; but such inspection or failure to make inspection or the fact that Company may connect to such installation shall not make Company liable for any loss or damage which may be occasioned by the use of such installation or equipment used therefrom or of Company's service.

Customer shall install only such motors or other apparatus or appliances as are suitable for operation with the character of the service supplied by Company, and electric energy must not be used in such a manner as to cause detrimental voltage fluctuations or disturbances in Company's distribution system.

All apparatus used by Customer shall be of such type as to secure the highest practicable commercial efficiency, power factor and proper balancing of phases. Motors which are frequently started or motors arranged for automatic control must be equipped with controlling devices, approved by Company, to give maximum starting torque with minimum current flow.

RULES AND REGULATIONS (Continued)

6. Service Connections

A. General

Company reserves the right to designate the location of the point of connection, transformers and meters and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof. Applicant may request an alternation of such a designation but, if consented to by Company, the excess cost of such revised designation over and above the cost of the original Company design shall be borne by Applicant.

Company reserves the right to postpone to a more favorable season the extension of lines and connection of services during seasons of the year when climatic conditions would cause abnormally high construction costs.

B. Overhead Service in Overhead Zone

Customer's wiring must be brought outside the building wall nearest Company's service wires so as to be readily accessible thereto or to transformer terminals if located close to the wall. All connections between the service entrance and meter location shall comply with local ordinances and shall be in rigid conduit or cable approved by Company. Company will furnish, install and maintain the service conductors to the point of connection to Customer's facilities.

C. Underground Service in Overhead Zone

Customers desiring an underground service in an overhead zone may make application for service with the Company. The Company will install and own the underground service from the meter location to the pole from which connection is to be made, including the necessary run of cable or conduit up the side of the pole. The Customer will pay in advance to the Company the estimated difference in the cost of the underground service and or equivalent overhead service. Underground service will be provided pursuant to F.A.C. 25-6115, Facility Charges for Conversion of Existing Overhead Investor Owned Distribution Facilities.

D. Underground Service in Underground Residential Distribution Systems

The service connection to the building normally will be at the point of the building nearest the point at which the underground system enters the property to be served. If such service connection point on any building is more than seventy-five (75) feet, measured at right angles, from the serving property line, the Customer will pay the difference between an underground service and an equivalent overhead service for all service line in excess of seventy five (75) feet.

RULES AND REGULATIONS (Continued)

E. Underground Service in Underground Zone (Other Than Residential Areas)

Where service is supplied from an underground distribution system, at Company's choice, Company will provide and install the cable conduit or ducts from its manhole or street connection box or main feed lines in street to the property line adjoining the property to be served.

The Customer shall supply and install the cable conduit or ducts from the property line into the building, terminating said conduit or ducts inside the building wall at a point located by the Company inspector. The Customer shall make arrangements with the Company for Company to supply and install continuous run of cable conductors from the manhole or street connection box to the inside of the building wall. Customer shall be charged for materials, labor, and other expenses incurred from the portion of cable installed inside the building.

Where Company is required by governmental or other valid authority to install underground distribution, and abandon overhead distribution, Company shall not be required to bear any of the cost of making the necessary changes on Customer's premises. If, however, Company elects to change an existing Customer's service from overhead to underground, Company shall bear the cost of disconnecting the Customer's service from the overhead system and reconnecting it to the underground system unless such change is necessitated by a change in the Customer's requirements.

7. Line Extensions

A. Overhead Extensions

(1) Free Extensions

- (a) Company shall make extensions to or alterations in its facilities in accordance with Rule 25-6.064 of Florida Public Service Commission, these Rules and Regulations and free of charge to provide service to an applicant or group of applicants located within the Company's service area when the estimated total non-fuel revenue for the first four (4) years from the Applicant or Applicants equals or exceeds the estimated cost of the necessary includable construction; provided, however, that the patronage or demand will be of such permanency as to warrant the expenditure involved.

RULES AND REGULATIONS (Continued)

(b) The formula used to calculate the maximum amount of no-charge extension or alteration will be as follows:

(1) for Customers in rate classes that pay only energy charges, i.e., do not pay demand charges:

$$\text{maximum amount} = 4 \times (\text{non-fuel energy charge KWH}) \\ (\text{estimated annual KWH usage})$$

(2) for Customers in classes that pay both energy charges and demand charges:

$$\text{maximum amount} = 4 \times (\text{non-fuel energy charge KWH}) \\ (\text{estimated annual KWH usage}) \\ + 4 \times (\text{estimated annual demand} \\ \text{charge revenue from sales} \\ \text{over new line})$$

(2) Other Extensions

When the line extension or alteration required in order to furnish service within Company's service area is a reasonable extension of the Company's facilities but greater than the free construction specified above, and the Applicant or Applicants shall contract to use service for at least four (4) years, such extension or alteration shall be made subject to the following condition;

(a) Applicant or Applicants shall make a non-refundable contribution in aid of construction (CIAC)_{OH} prior to commencement of construction, in an amount equal to the amount that the estimated cost to provide the extension or alteration exceeds the maximum amount of the no-charge extension or alteration as determined in A (b) (1) or A (b) (2) above.

B. Underground Extension

(1) New residential subdivisions and multiple-occupancy buildings.

(a) Company shall make underground extension of its facilities to serve new residential subdivisions or new multiple-occupancy buildings, in accordance with the provisions of the "Rules for Residential Electric Underground Service" of the Florida Public Service Commission; provided that the Applicant or Applicants, in accordance with the Rules of the Florida Public Service Commission, will pay to the Company in an amount equal to the difference in cost between an underground system (exclusive of supply system feeders) and an equivalent overhead system.

RULES AND REGULATIONS (Continued)

- (2) Residential, commercial, industrial extensions
- (a) Company shall make underground extensions or alterations in its facilities in accordance with Rule 25-6.115 of Florida Public Service Commission and these Rules and Regulations to provide underground service to an applicant or group of applicants, within the Company's service area provided that the applicant, or group of applicants, pay the Company a contribution in aid of underground construction (CIAC)_{UG} in an amount equal to the estimated difference in cost to provide underground service instead of overhead service to the Applicant(s) plus the amount, if any, by which the estimated cost to provide an overhead service exceeds the maximum amount of no-charge construction (CIAC)_{OH} as determined in A(2) above.
- (b) The following formula shall be used to determine the contribution in aid of underground construction with all cost based on Rule 25-6.115, FAC, Facility Charges for Conversion of Existing Overhead Investor-owned Distribution Facilities :
- (CIAC)_{UG} = (estimated cost to provide underground service facilities including distribution line, transformer, service drop and other necessary fixtures) minus (the estimated cost to provide service using overhead facilities) plus (CIAC)_{OH}.

RULES AND REGULATIONS (Continued)

8. Underground Electric Distribution Facility Charges

A. 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 this rule.
- (2) Commission: Florida Public Service Commission.
- (3) Cost Estimate: A non-refundable deposit charged an Applicant by the Company for the purpose of preparing a binding cost estimate of the amount required for the Company to construct or convert particular distribution facilities as underground.
- (4) Company: Florida Public Utilities Company.
- (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) High Density Subdivision: A subdivision having a density of six (6) or more dwelling units per acre.
- (8) Low Density Subdivision: A subdivision having a density of at least 1.5 dwelling units per acre but less than six (6) dwelling units per acre.
- (9) Overhead: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed above ground on supporting poles.
- (10) Underground: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed below or on the ground.

RULES AND REGULATIONS (Continued)

B. General

(1) Application

This tariff section applies to request for underground electric distribution facilities offered in lieu of overhead facilities. The installation of underground distribution lines in new residential subdivisions is not covered in this section of the tariff. These installations are covered under “Rules of the Florida Public Service Commission”, Chapter 25-6115, “Facility Charges for Conversion of Existing Overhead Investor Owned Distribution Facilities”, and the Company’s “Rules and Regulations”, Item 7.

(2) Application 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 deposit 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 assist the

RULES AND REGULATIONS (Continued)

C. Cost Estimate Deposits

(1) Non-Binding Cost Estimates

The Company will provide a non-binding cost estimate related to the request at no cost to the Applicant. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate.

(2) Binding Cost Estimates

Upon the payment of a non-refundable deposit, as specified below, the Company shall provide an applicant with a binding cost estimate specifying the facility charge required for the installation. The facility charge to be collected pursuant to a binding cost estimate from an applicant shall not be subject to increase or refund unless the project scope is enlarged or reduced, or the project is not completed at the request of the applicant.

The deposit shall be forfeited, and the binding cost estimate provided to an Applicant shall be considered expired, if the Applicant does not enter into a contract for the installation of the requested underground electric distribution within 180 days of delivery of the binding cost estimate by the Company. For good cause the Company may extend the 180 day time limit.

The deposit for a binding cost estimate, which approximates the engineering costs for underground facilities associated with preparing the requested estimate, shall be calculated as follows:

I. New Construction (Excluding New Residential Subdivisions)

<u>Facilities Classification</u>	<u>Deposit Amount</u>
Urban Commercial	\$4,540 per overhead primary mile
Urban Residential	\$3,555 per overhead primary mile
Rural Residential	\$3,263 per overhead primary mile

II. Conversions

<u>Facilities Classification</u>	<u>Deposit Amount</u>
Urban Commercial	\$6,815 per overhead primary mile
Urban Residential	\$5,330 per overhead primary mile
Rural Residential	\$4,895 per overhead primary mile
Low Density Subdivision	\$64.00 per lot
High Density Subdivision	\$42.00 per lot

The deposit must be paid to the Company to initiate the estimating process. The deposit will be applied in the calculation of the facility charge to be required for the installation of underground distribution facilities.

RULES AND REGULATIONS (Continued)

D. Construction Contract

(1) General

Upon acceptance by the Applicant of a 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 those other terms and conditions described below.

(2) Facilities Charge

The charge shall be calculated in accordance with the appropriate formula described below with all costs based on Rule 25-6.115, FAC, Facility Charges for Conversion of Existing Overhead Investor-owned Distribution Facilities:

a. New Construction

Charge =

Estimated cost of construction of underground facilities including underground service laterals to Customers' meters;
Minus, estimated construction cost of overhead facilities including overhead service drops to Customers' meters;
Minus, qualifying cost estimate deposit.

b. Conversion

Charge =

Remaining 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 cost of construction of underground facilities including underground service laterals to Customers' meters;
Minus, estimated construction cost of overhead facilities including overhead service drops to Customers' meters;
Minus, qualifying cost estimated deposit.

RULES AND REGULATIONS (Continued)

E. Construction By Applicant

If agreed upon by 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 cost estimate.

F. Other Terms And Conditions

- (1) Easements: Easements satisfactory to both the Company and the Customer must be provided for by the Applicant prior to commencement of construction at no expense to the Company. Additional easements are not required when facilities are to be 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 and where underground electrical facilities are not prohibited. Where underground distribution facilities for serving more than one Customer are located on private property, easements are required.

Secondary voltage underground facilities wholly within one property for the purpose of serving only one Customer do not require easements. All primary voltage underground facilities require easements. Easements are not required for facilities in public rights-of-way.

RULES AND REGULATIONS (Continued)

- (2) 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 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, pull box, and switch locations.
- (3) 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 or other.
- (4) Other Joint Users on the Company Poles: Applicant must make arrangements with all other overhead utilities and third parties to remove their overhead facilities from the Company's poles prior to construction or to concurrently convert their facilities to underground or remove them at no cost to the Company. The Applicant shall produce, if requested by the Company, executed agreements with all joint users guaranteeing this requirement.
- (5) Affected Electric Customers: Applicant must make arrangements with all affected Company Customers to, in a timely fashion, prepare their premises and service entrance for underground electrical service from the new underground distribution system. All Customers affected by the undergrounding request must agree to accept underground service. This Customer conversion will be at no cost to the Company.
- (6) Damage to Company's Underground Facilities: The Applicant shall be responsible to ensure 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 employ, but also to his subcontractors, and he shall be responsible for the full cost of repairing such damage.

RULES AND REGULATIONS (Continued)

9. Metering

Company will provide each Customer with a meter or meters for each applicable rate schedule.

Customer, acting jointly with Company, may install, maintain and operate at Customer's expense such check measuring equipment as desired provided that such equipment shall be so installed as not to interfere with operation of Company's equipment and that no electric energy shall be re-metered for resale to another or others.

Before installation and periodically thereafter, each meter shall be tested and adjusted using methods and accuracy limits prescribed or approved by the Florida Public Service Commission. Periodic test and inspection intervals shall not exceed the maximum period allowed by the Florida Public Service Commission.

If upon testing the meter is found to be in error in excess of prescribed accuracy limits, fast or slow, the amount of refund or charge to the Customer shall be determined by methods prescribed or approved by the Florida Public Service Commission.

In the event of stoppage or failure of any meter to register, Customer may be billed for such period on an estimated consumption based upon Customer's use of electric energy in a similar period of like use or on the basis of check meter readings, if available and accurate.

Meters in use shall be tested at the request of Customer and in his presence, if desired, provided only one (1) such test shall be made free of charge within a twelve (12) month period, and provided Customer shall pay the cost of any additional test within this period unless meter is shown to be inaccurate in excess of the tolerances set forth by the Florida Public Service Commission. If the Customer requests a test more frequently, the Company may require a deposit, not to exceed \$50.00, to defray the cost of testing.

10. Billing and Collecting

Each Customer's meter will be read at regular intervals and bills will be rendered on a monthly basis or periodically in accordance with the terms of the applicable rate schedule. Bills will be rendered as soon as practical after determination of their amount and shall be due and payable at the office of Company within twenty (20) days after date of bill. Failure to receive a bill will not entitle Customer to any discount or to the omission of any charge for nonpayment within the time specified.

Partial Month:

Upon commencement of service less than fifteen (15) days prior to a regular monthly read date and when the service continues thereafter to the same Customer at the same address where the Customer is receiving service on monthly rate schedules, no bill will be rendered for service covering such period, but the charge for such period will be included in the bill rendered for the next succeeding monthly billing period.

RULES AND REGULATIONS (Continued)

10. Billing and Collecting (continued)

A separate bill will be rendered for each meter used by Customer unless, for the convenience of Company, multiple meters are used for measurement of the same class of service, in which case a bill will be rendered for the total amount registered by all meters. If Company, (as it may under unusual circumstances), permits more than one Customer to be served through one meter, the minimum bill and the first billing block kilowatt-hours of the applicable rate schedule shall be multiplied by the number of Customer so served and the number of kilowatt-hours in each succeeding block of the rate schedule shall be increased in the same proportion.

Billings in general will be based on meter readings but bills will be adjusted to compensate for errors in meter registration, in the reading thereof, or in the application of meter reading schedules to intervals five (5) days greater or lesser than a month. If the billing period is extended more than five (5) days, the Company will not apply the higher tiered rate if the Customer's higher usage is attributable to the extended billing period.

In case of tampering or unauthorized use, probable consumption will be billed as determined by the maximum quantity of electric energy estimated to have been consumed by the various appliances of Customer and a bill will be rendered for a period encompassing six (6) months prior to the detection of such abuse and /or disconnection for cause.

11. Customer's Liabilities

Company shall have the right to enter the premises of Customer at all reasonable hours for the purpose of making such inspection of Customer's installation as may be necessary for the proper application of Company's rate schedules and Rules and Regulations; for installing, removing, testing, or replacing its apparatus or property; for reading meters; and for the entire removal of Company's property in event of termination of service to Customer for any reason.

All property of Company installed in or upon Customer's premises used and useful in supplying service is placed there under Customer's protection. All reasonable care shall be exercised to prevent loss of or damage to such property and, ordinary wear and tear excepted, Customer will be held liable for any such loss of property or damage thereto and shall pay to Company the cost of necessary repairs or replacements.

No one except employees of Company will be allowed to make any repairs or adjustments to any meter or other piece of apparatus belonging to Company except in case of emergency.

Unauthorized connections to, or tampering with the Company's meters, meter seals, or metering equipment or indications or evidence thereof, subjects the Customer to immediate discontinuance of service, prosecution under the laws of Florida, adjustment of prior bills for services rendered, a tampering penalty of \$500 for residential and non-demand general service customers and \$2,500 for all other customers, and liability for reimbursement to the Company for all extra expenses incurred on this account as a result thereof. The reimbursement for extra expenses incurred as a result of the investigation or as a result thereof shall be the actual amount of such extra expenses and shall be in addition to any charges for service rendered or charges for restoration of service as provided elsewhere in these rules.

RULES AND REGULATIONS (Continued)

11. Customers Liabilities (continued)

Customer shall not materially increase load without first notifying Company and obtaining consent.

Company shall have the right, if necessary, to construct its poles, lines and circuits on Customer's property, and to place its transformers and other apparatus on the property or within the buildings of Customer, at a point or points convenient for such purpose and Customer shall provide suitable space for such installation.

12. Company's Liabilities

Company will use reasonable diligence in furnishing as uniform a supply of electric energy as practicable, except where rate schedules provide otherwise. Company may interrupt its service hereunder, however, for the purpose of making necessary alterations and repairs, but only for such time as may be reasonable or unavoidable, and Company shall give to those Customers it knows may be seriously affected, except in case of emergency, reasonable notice of its intention so to do, and shall endeavor to arrange such interruption so as to inconvenience Customer as little as possible.

Whenever Company deems an emergency warrants interruption or limitation in the service being rendered, such interruption or limitation shall not constitute a breach of contract and shall not render Company liable for damages suffered thereby or excuse Customer from further fulfillment of the contract.

In the event that the supply of electric energy shall be interrupted from causes other than the foregoing or force majeure and such interruption is due to the negligence of Company and Company is liable because thereof, that liability shall be limited to twice the amount which Customer would have paid for electric energy during the period of such interruption. However, Company shall not be liable to Customer for any loss, injury or damage resulting from use of Customer's equipment or from the use of electric service furnished by Company or from the connection of Company's facilities with Customer's wiring and appliances.

RULES AND REGULATIONS (Continued)

13. Force Majeure

Except for payment of bills due, neither the Company nor the Customer shall be liable in damage to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, unforeseeable or unusual weather conditions, washouts, arrests and restraint of rules and peoples, civil disturbances, explosions, breakage or accident to machinery or electric lines, temporary failure of electric supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act or omission of Company or Customer or any other person or concern not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

14. Discontinuance of Service

The Company reserves the right, but assumes no liability for failure so to do, to discontinue service to any Customer for cause as follows:

A. Without notice,

- (1) if a dangerous condition exists on Customer's premises in wiring or energy-consuming devices.
- (2) because of fraudulent use of the service or tampering with Company's equipment.
- (3) upon request by Customer, subject to any existing agreement between Customer and Company as to unexpired term of service.

B. After five (5) working days' (any day on which the utility's business office is open and the U.S. Mail is delivered) notice in writing,

- (1) for nonpayment of bill for electric service.
- (2) when Company has reasonable evidence that Customer has been previously disconnected for nonpayment at present or other location and is receiving service for his own use under a different name in order to avoid past due payments to Company.

RULES AND REGULATIONS (Continued)

- (3) for refusal or failure to make a deposit or increase a deposit, when requested, to assure payment of bills.
- (4) for a violation of these Rules and Regulations which Customer refuses or neglects to correct.

C. Discontinuance of Service When That Service is Medically Essential:

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 medical doctor licensed to practice in the State of Florida. Service is “medically essential” if the Customer has continuously operating electric-powered medical equipment necessary to sustain the life of or avoid serious medical complications requiring immediate hospitalization of the Customer or another permanent resident at the service address. The physician’s certificate shall explain briefly and clearly, in non-medical terms, why continuance of electric service is medically essential, and shall be consistent with the requirements of the Company’s tariff. A Customer who is certified as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The Company may require certification no more frequently than 12 months.

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

RULES AND REGULATIONS (Continued)

No later than 12 noon one 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 PM 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 26-6.097(3) of the Florida Administrative Code.

In the event that a Customer is certified as a Medically Essential 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 expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operation of the Company.

15. Reconnection of Service

When service shall have been discontinued for any of the reasons set forth in these Rules and Regulations, Company shall not be required to restore service until the following conditions have been met by the Customer:

- A. Where service was discontinued without notice,
- (1) The dangerous condition shall be removed and, if the Customer had been warned of the condition a reasonable time before the discontinuance and had failed to remove the dangerous condition, a reconnection fee shall be paid.
 - (2) all bills for service due Company by reason of fraudulent use or tampering shall be paid, a deposit to guarantee the payment of future bills shall be made, and a reconnection fee shall be paid.
 - (3) if reconnection is requested on the same premises after discontinuance, a reconnection fee shall be paid.

RULES AND REGULATIONS (Continued)

- B. Where service was discontinued with notice,
- (1) satisfactory arrangements for payment of all bills for service then due shall be made and a reconnection fee shall be paid.
 - (2) a satisfactory arrangement for the payment of bills then due under a different name shall be made and a reconnection fee shall be paid.
 - (3) a satisfactory guarantee of payment for all future bills shall be furnished and a reconnection fee shall be paid.
 - (4) the violation of these Rules and Regulations shall be corrected and a reconnection fee shall be paid.

The reconnection fee as required under items A and B above shall be as follows:

During Normal Business Hours	\$ 70.00
After Normal Business Hours	\$325.00

16. Termination of Service

Subject to any existing agreement between Customer and Company, if Customer wishes the electric service to be terminated, he shall give notice to the Company at least three (3) days prior to the time that such termination shall become effective. Customer will be held liable both for any electric energy that may pass through the meter and safe custody of the Company's property until three (3) days after such notice shall have been given, provided that the meter and/or other movable equipment shall not have been removed within that time by the Company.

If Customer wishes Company's property to be removed, he shall give notice to the Company at least ten (10) days prior to the time that such removal must be made.

RULES AND REGULATIONS (Continued)

17. Limitations of Supply

Company reserves the right, subject to regulatory authority having jurisdiction, to limit, restrict or refuse service that will result in additions to its distribution system and/or production capacity and/or alterations in its contractual requirements of supply from non-affiliated companies that may jeopardize service to existing Customers.

18. Temporary Service

The Company upon request will supply temporary service when the Company's distribution system is near the requested location.

When the temporary service is to be replaced later with a permanent service, the Company will install a service drop, meter and other facilities as may be necessary to the Customer's temporary service pole and remove same at the termination of temporary service. To recover the cost of installing and removing such temporary service, an advance of \$415.00 per service to the applicant will be applied. For underground temporary service using Customer provided wire, an advance of \$250.00 per service will be required. Should the Company be required to install an additional pole, additional charges will apply. A pole with an overhead service will be an additional \$835.00, and a pole with an underground service will be an additional \$1,000.00.

When the temporary service will not be replaced by a permanent service or when the location is such that multiple temporary poles and/or extensive facilities are required, the Company will estimate the cost of installing and removing the temporary facilities and the advance charge to the applicant will be that cost estimate.

The rate schedule for temporary service shall be that which is applicable to the class of service for that Customer.

19. Fees for Initial Connections

In addition to the deposit or suitable guarantee to cover the payment of bills as required by the Rules and Regulations, each Applicant or Customer shall pay an initial turn-on connection fee of \$125.00.

20. Re-establish or Make Change to Account

There shall be a charge to re-establish or change any account to which service is currently rendered under any of the Company' rate schedules in the amount of \$45.00. Should it be necessary, at the Customer's request, to disconnect and then reconnect the service to the account, the Customer shall pay a temporary disconnect then reconnect fee in the amount of \$81.00.

RULES AND REGULATIONS (Continued)

21. Returned Check Charge

The service charge for each worthless check shall be determined in accordance with Section 68.065, Florida Statutes. As of October 1, 1996, Section 68.065, F.S., provided for a service charge of \$25.00, if the face value does not exceed \$50.00, \$30.00, if the face value exceeds \$50.00 but does not exceed \$300.00 and \$40.00, or 5 percent of the face amount of the check, whichever is greater if the face value exceeds \$300.00. Such service charge shall be added to the Customer's bill for electric service for each check dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the returned check charge.

22. Late Payment Charge

A bill shall be considered past due upon expiration of twenty (20) days from the date of mailing or other delivery thereof by the Company. The balance of all past due charges for services rendered are subject to a Late Payment charge of 1.5% or \$5.00, whichever is greater, 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.

23. Measuring Customer Service

- A. All energy sold to Customers, except that sold under flat rate schedule, shall be measured by commercially acceptable measuring devices owned and maintained by the Company, except where it is impractical to meter loads, such as street lighting, temporary or special installations, in which case the consumption may be calculated, or billed on demand or connected load rate or as provided in Company's filed tariff.
- B. When there is more than one meter at a location the metering equipment shall be so tagged or plainly marked as to indicate the circuit metered. Where similar types of meters record different quantities, (kilowatt hours and relative power, for example), metering equipment shall be tagged or plainly marked to indicate what the meters are recording.
- C. Meters which are not direct reading shall have the multiplier plainly marked on the meter. All charts taken from recording meters shall be marked with the date of the record, the meter number, Customer, and chart multiplier. The register ratio shall be marked on all meter registers. The watt-hour constant for the meter itself shall be placed on all watt-hour meters.
- D. Metering equipment shall not be set "fast" or "slow" to compensate for supply transformer or line losses.
- E. Individual electric metering by Company shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperatives, marinas, and trailer, mobile home and recreational vehicle parks for which construction is commenced after January 1, 1981. Individual electric meters shall not, however, be required:

RULES AND REGULATIONS (Continued)

1. In those portions of a commercial establishment where the floor space dimensions or physical configuration of the units are subject to alteration, as evidenced by non-structural element partition walls, unless the utility determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;
2. For electricity used in central heating, ventilating and air conditioning systems, or electric back up service to storage heating and cooling systems;
3. For electricity used in specialized-use housing accommodations such as hospitals, nursing homes, living in facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities certified under chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, and similar facilities.
4. For separate, specially designated areas for overnight occupancy at trailer, mobile home and recreational vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means.
5. For new and existing time-share plans, provided that all of the occupancy units which are served by the master meter or meters are committed to a timeshare plan as defined in Section 721, Florida Statutes, and none of the occupancy units are used for permanent occupancy. When a time-share plan is converted from individual metering to master metering, the Customer must reimburse the utility for the costs incurred by the utility for the conversion. These costs shall include, but not be limited to, the undepreciated cost of any existing distribution equipment which is removed or transferred to the ownership of the Customer, plus the cost of removal or relocation of any distribution equipment, less the salvage value of any removed equipment.

For purpose of this rule:

1. "Occupancy unit" means that portion of any commercial establishment, single and multi-unit residential building, or trailer, mobile home or recreational vehicle park, or marina which is set apart from the rest of such facility by clearly determinable boundaries as described in the rental, lease, or ownership agreement for such unit.

"Time-sharing plan" means any arrangement, plan, scheme or similar device, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license, or right-to-use agreement or by any other means, whereby a purchaser, in exchange for a consideration, receives a right to use accommodations or facilities, or both, for a specific period of times less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than three years.

RULES AND REGULATIONS (Continued)

3. The construction of a new commercial establishment, residential building, marina, or trailer, mobile home or recreational vehicle park shall be deemed to commence on the date when the building structure permit is issued.
 4. The individual metering requirement is waived for any time sharing facility for which construction was commenced before December 23, 1982, in which separate occupancy units were not metered in accordance with subsection (5) (a).
 5. “Overnight Occupancy” means use of an occupancy unit for a short term such as per day or per week where permanent residency is not established.
 6. The term “cost” as used herein means only those charges specifically authorized by the electric utility’s tariff, including but not limited to the Customer, energy, demand, fuel, and conservation charges made by the Company plus applicable taxes and fees to Customer of record responsible for the master meter payments. The term does not include late payment charges, returned check charges, the cost of distribution system behind the master meter, the cost of billing, and other such costs.
- F. Where individual metering is not required under Subsection (E) and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering, may be used by Customer of record or the owner of such facility solely for the purpose of allocating the cost of the electricity billed by the Company.
- G. Any fees or charges allocated by Customer of record for electricity billed to Customer’s account by Company, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the Customer of record for no more than the Customer’s actual cost of electricity.

RULES AND REGULATIONS (Continued)

24. Miscellaneous Service Charges

A. Initial establishment of service	\$ 125.00
B. Re-establish or Change Account	\$ 45.00
C. Temporary disconnect then reconnect Service	\$ 81.00
D. Re-connect service after being disconnected for rule violation	
Normal Business Hours	\$ 70.00
After Normal Business Hours	\$325.00
E. Connect and then disconnect temporary Service	\$ 135.00
F. Collection Charge	\$ 50.00

INDEX OF RATE SCHEDULES

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	<u>Reserved For Future Use</u>	7.003
<u>Schedule GS</u>	<u>General Service -Non-Demand</u>	7.004
<u>Schedule GSD</u>	<u>General Service - Demand</u>	7.006
<u>Schedule GSLD</u>	<u>General Service - Large Demand</u>	7.008
<u>Schedule GSLD1</u>	<u>General Service - 1</u>	7.010
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<u>Schedule LS</u>	<u>Lighting Service</u>	7.013
<u>Schedule OSL</u>	<u>Mercury Vapor Lighting Service</u>	7.016
<u>Schedule EDRP</u>	<u>Economic Development Rider Program</u>	7.018
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*RATE SCHEDULE RS
RESIDENTIAL SERVICE*

Availability

Available within the territory served by the Company in Jackson, Calhoun and Liberty Counties and on Amelia Island in Nassau County.

Applicability

Applicable for service to a single family dwelling unit occupied by one family or household and for energy used in commonly-owned facilities in condominium and cooperative apartment buildings.

Character of Service

Single-phase service at nominal secondary voltage of 115/230 volts; three-phase service if available.

Limitations of Service

The maximum size of any individual single-phase motor hereunder shall not exceed five (5) horsepower.

The Company shall not be required to construct any additional facilities for the purpose of supplying three-phase service unless the revenue to be derived therefrom shall be sufficient to yield the Company a fair return on the value of such additional facilities.

Monthly Rate

Customer Facilities Charge:

\$24.40 per Customer per month

Base Energy Charge:

3.419¢/KWH for usage up to 1000 KWH's/month

5.60¢/KWH for usage above 1000 KWH's/month

Purchased Power Charges

Purchased power charges are adjusted by the Florida Public Service Commission, normally each year in January. For current purchased power costs included in the tariff, see Sheet Nos. 7.021 & 7.022.

Minimum Bill

The minimum monthly bill shall consist of the above Customer Facilities Charge.

*RATE SCHEDULE RS
RESIDENTIAL SERVICE*

Purchased Power Costs

See Sheet Nos. 7.021 & 7.022.

Conservation Costs

See Sheet Nos. 7.021 & 7.022.

Franchise Fee Adjustment

Customers taking service within franchise areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the Customer's pro rata share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the Customer is located.

Budget Billing Program (optional)

An electing Customer's participation in the budgeted payment plan will be continuous unless the Customer requests that participation in the plan be terminated or that Electric Service be terminated, or the Customer is delinquent in paying the budgeted payment amount and becomes subject to the collection action on the service account. At that time, the Customer's participation in the program will be terminated and the Customer shall settle their account with the Company in full. If a Customer requests to terminate participation in the program, but remains a Customer of the Company, the Customer shall pay any deferred debit balance with their next regular monthly bill, and any deferred credit balance shall be used to reduce the amount due for the next regular monthly bill. An electing Customer may request that participation be terminated at any time, but once terminated by Customer request or due to collection action, will be limited to a six (6) month waiting period before Customer may rejoin the Budget Billing Program.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to electric service.

RESERVED FOR FUTURE USE

RATE SCHEDULE GS
GENERAL SERVICE – NON DEMAND

Availability

Available within the territory served by the Company in Jackson, Calhoun and Liberty Counties
And on Amelia Island in Nassau County.

Applicability

Applicable to commercial and industrial lighting, heating, cooking and small power loads aggregating
25 KW or less.

Character of Service

Single or three-phase service at available standard voltage.

Limitations of Service

Service shall be at a single metering point.

Monthly Rate

Customer Facilities Charge:

\$40.00 per Customer per month

Base Energy Charge:

All KWH 5.433¢/KWH

Purchased Power Charges

Purchased power charges are adjusted by the Florida Public Service Commission, normally each year in
January. For current purchased power costs included in the tariff, see Sheet Nos. 7.021 & 7.022.

Minimum Bill

The minimum monthly bill shall consist of the above Customer Facilities Charge.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of bill.

RATE SCHEDULE GS
GENERAL SERVICE – NON-DEMAND

Purchased Power Costs

See Sheet Nos. 7.021 & 7.022.

Conservation Costs

See Sheet No. 7.021 & 7.022.

Franchise Fee Adjustment

Customers taking service within franchise areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the Customer's pro rata share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the Customer is located.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to electric service.

*RATE SCHEDULE GSD
GENERAL SERVICE – DEMAND*

Availability

Available within the territory served by the Company in Jackson, Calhoun and Liberty Counties and on Amelia Island in Nassau County.

Applicability

Applicable to commercial, industrial and municipal service with a measured demand of 25 KW but less than 500 KW for three or more months out of the twelve consecutive months ending with the current billing period. Also available, at the option of the Customer, to any Customer with demands of less than 25 KW who agrees to pay for service under this rate schedule for a minimum initial term of twelve months.

Character of Service

Single or three-phase service at available standard voltage.

Limitations of Service

Service shall be at a single metering point at one voltage.

Monthly Rate

Customer Facilities Charge:

\$138.99 per Customer per month

Demand Charge:

Each KW of Billing Demand \$7.58/KW

Base Energy Charge

All KWH 0.923¢/KWH

Purchased Power Charges

Purchased power charges are adjusted by the Florida Public Service Commission, normally each year in January.

Minimum Bill

The minimum monthly bill shall consist of the above Customer Facilities Charge plus the Demand Charge for the currently effective billing demand.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of bill.

Purchased Power Costs

See Sheet Nos. 7.021 & 7.022.

*RATE SCHEDULE GSD
GENERAL SERVICE - DEMAND*

Conservation Costs

See Sheet Nos. 7.021 & 7.022.

Franchise Fee Adjustment

Customers taking service within franchise areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the Customer's pro rata share of the amount the company is required to pay under the franchise agreement with the specific governmental body in which the Customer is located.

Billing Demand

The billing demand in any month shall be the greatest of the following:

- (a) The highest fifteen-minute average load for the current month, as registered by a demand meter or indicator.
- (b) The highest fifteen-minute average load for the current month after adjustment for power factor, in accordance with the Power Factor Clause of this schedule.
- (c) For those Customers electing to take service under this rate schedule in lieu of the otherwise applicable rate schedule the billing demand shall be as in either (a) or (b) above, but not less than 20 KW.

Terms of Service

Not less than one year.

Power Factor of Clause

The Company reserves the right to measure power factor and if it is less than 90%, adjust the maximum demand for any month by multiplying the measured demand by 90% and dividing by the actual power factor.

Transformer Ownership Discount

If the customer elects to take service at the available primary voltage and furnish and maintain any transformers required, the monthly demand charge will be reduced by fifty five (55) cents per kilowatt. Such customers will be metered at primary voltage and in recognition of estimated average transformation losses of 1% the KW and KWH measured units shall be multiplied by a factor of 0.99 for billing purposes.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to electric service.

*RATE SCHEDULE GSLD
GENERAL SERVICE-LARGE DEMAND*

Availability

Available within the territory served by the Company in Jackson, Calhoun and Liberty Counties and on Amelia Island in Nassau County.

Applicability

Applicable to commercial, industrial and municipal service with a measured demand of 500 KW but less than 5000 KW for three or more months out of the twelve consecutive months ending with the current billing period. Also available, at the option of the Customer, to any Customer with demands of less than 500 KW who agrees to pay for service under this rate schedule for a minimum initial term of twelve months.

Character of Service

Three-phase service at available standard voltage.

Limitations of Service

Service shall be at a single metering point at one voltage.

Monthly Rate

Customer Facilities Charge:

\$265.69 per Customer per month

Demand Charge:

Each KW of Billing Demand \$10.84/KW

Base Energy Charge

All KWH 0.429¢/KWH

Purchased Power Charges

Purchased power charges are adjusted by the Florida Public Service Commission, normally each year in January.

Minimum Bill

The minimum monthly bill shall consist of the above Customer Facilities Charge plus the Demand Charge for the currently effective billing demand.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of bill.

Purchased Power Costs

See Sheet No. 7.021 & 7.022.

*RATE SCHEDULE GSLD
GENERAL SERVICE-LARGE DEMAND*

Conservation Costs

See Sheet Nos. 7.021 & 7.022.

Franchise Fee Adjustment

Customers taking service within franchise areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the Customer's pro rata share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the Customer is located.

Billing Demand

The billing demand in any month shall be the greatest of the following:

- (d) The highest fifteen-minute average load for the current month, as registered by a demand meter or indicator.
- (e) The highest fifteen-minute average load for the current month after adjustment for power factor, in accordance with the Power Factor Clause of this schedule.
- (f) For those Customers electing to take service under this rate schedule in lieu of the otherwise applicable rate schedule the billing demand shall be as in either (a) or (b) above, but not less than 400 KW.

Terms of Service

Not less than one year.

Power Factor of Clause

The Company reserves the right to measure power factor and if it is less than 90%, adjust the maximum demand for any month by multiplying the measured demand by 90% and dividing by the actual power factor.

Transformer Ownership Discount

If the customer elects to take service at the available primary voltage and furnish and maintain any transformers required, the monthly demand charge will be reduced by fifty five (55) cents per kilowatt. Such customers will be metered at primary voltage and in recognition of estimated average transformation losses of 1% the KW and KWH measured units shall be multiplied by a factor of 0.99 for billing purposes.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to electric service.

*RATE SCHEDULE GSLD 1
GENERAL SERVICE - LARGE DEMAND 1*

Availability

Available within the territory served by the Company in Jackson, Calhoun, and Liberty Counties and on Amelia Island in Nassau County.

Applicability

Applicable to commercial and industrial services of Customers contracting for at least 5,000 kilowatts of electric service.

Character of Service

Three-phase, 60 hertz, electric service delivered and metered at a single point at the available transmission voltage, nominally 69,000 volts or higher.

Monthly Base Rates

Customer Facilities Charge:	\$1,242.99
Base Transmission Demand Charge:	\$2.88/KW of Maximum/NCP Billing Demand
Excess Reactive Demand Charge:	\$0.56/kVar of Excess Reactive Demand

Purchased Power Charges

Purchased power charges are adjusted by the FPSC annually. Current purchased power rates are listed on Sheet Nos. 7.021 and 7.022. The Purchased Power Charges recover Energy and Demand Charges billed to FPUC by FPUC's Wholesale Energy Provider and Wholesale Cogeneration Provider including applicable line losses and taxes. See Sheet Nos. 7.010 and 7.011 for the methodology used to determine purchased power rate and calculation to develop annual true-up calculations.

Minimum Bill

The minimum monthly bill is the sum of the Transmission Demand Charge and the Customer Charge plus any Purchased Power Charges attributed to Transmission Demand Fuel Charge.

Terms of Payment

Bills are rendered net and due and payable within twenty (20) days from date of bill.

Conservation Costs

Not applicable.

Franchise Fee Adjustment

Customers taking service within franchise areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the Customer's pro rata share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the Customer is located.

*RATE SCHEDULE GSLD 1
GENERAL SERVICE-LARGE DEMAND 1*

Coincident Peak (CP) Billing Demand

The CP Billing Demand in any month shall be the Customer's greatest one hour average load as registered by FPUC's demand meter coincident with the FPUC System Peak or the Wholesale Energy Providers System Peak for the purposes as described below:

- 1) FPUC System Peak for the purpose of determining the Generation Demand Fuel Charge. The demand may be adjusted to correct to 90% power factor based on billing from Wholesale Energy Provider.
- 2) FPUC System Peak for the purpose of determining the Excess Reactive Demand Charge.
- 3) Wholesale Energy Providers System Peak for the purpose of determining the Transmission Demand Charge. The demand may be adjusted to correct to 95% power factor based on billing from Wholesale Energy Provider.

Maximum Demand (Non-Coincident Peak (NCP) Billing Demand)

The Maximum Demand (NCP Billing Demand) (Transmission Demand Charge) in any month shall be the Customer's greatest one hour average load as registered by FPUC's demand meter, but not less than 5,000 KW. This will be used as the purchased power value for billing purposed during the year and will be trued-up annually.

Excess Reactive Demand

The Excess Reactive Demand in any month shall be any lagging kVar in excess of one-half of the CP Billing Demand in that month. For the purpose of determining the Excess Reactive Demand charge, the CP Billing Demand will be coincident with the FPUC System Peak.

Coincident Peak (CP) Generation Demand Fuel Charge (Purchased Power Charge)

The Generation Demand Fuel Charge recovers the Wholesale Energy Providers Demand Charge for Generation Services billed to FPUC including system line losses and applicable taxes. The charge is applied to the Customer's CP Billing Demand coincident with the FPUC System Peak.

Transmission Contract Demand Fuel Charge (Purchased Power Charge)

The Transmission Demand Fuel Charge recovers the Wholesale Energy Providers Demand Charge for Transmission Services billed to FPUC including system line losses and applicable taxes. The charge is applied to the Customer's CP Billing Demand or cogeneration output coincident with the Wholesale Providers system Peak, whichever is higher.

Energy Charge (Purchased Power Charge)

The Energy Charge recovers the Energy Charge from the Wholesale Energy Provider and Wholesale Cogeneration Energy Provider including system line losses and applicable taxes.

Term of Service

Contract for service hereunder shall be for a period of not less than one year.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to electric service.

RESERVED FOR FUTURE USE

*RATE SCHEDULE LS
 LIGHTING SERVICE*

Availability

Available within the territory served by the Company in Calhoun, Jackson and Liberty Counties and on Amelia Island in Nassau County.

Applicability

Applicable to any Customer for non-metered outdoor lighting service.

Character of Service

Lighting service from dusk to dawn as described herein.

Limitations of Service

Service is limited to lighting by high-pressure sodium vapor, metal halide, or light emitting diode lamps mounted on Company-owned poles as described herein. Company-owned facilities will be installed only on Company-owned poles.

Monthly Rate

When lighting fixtures are mounted on existing poles and served directly from existing overhead secondary distribution lines:

Type Facility	Lamp Lumens	Size Watts	KWH/Mo. Estimate	Facilities Charge	Maintenance* Charge	Energy Charge	Total Charge
High Pressure Sodium Lights (CLOSED TO NEW CUSTOMERS)							
Acorn	16,000	150	61	\$25.18	\$3.18	\$4.08	\$32.44
ALN 440	16,000	150	61	\$35.90	\$4.25	\$4.08	\$44.23
Amer. Rev.	9,500	100	41	\$12.36	\$4.21	\$2.75	\$19.32
Amer. Rev.	16,000	150	61	\$11.57	\$4.26	\$4.08	\$19.91
Cobra Head	9,500	100	41	\$9.27	\$2.70	\$2.75	\$14.72
Cobra Head	22,000	200	81	\$12.51	\$3.24	\$5.45	\$21.20
Cobra Head	28,500	250	101	\$14.87	\$4.26	\$6.78	\$25.91
Cobra Head	50,000	400	162	\$13.89	\$3.54	\$10.92	\$28.35
Flood	28,500	250	101	\$14.54	\$3.10	\$6.78	\$24.42
Flood	50,000	400	162	\$22.83	\$2.90	\$10.92	\$36.65
Flood	130,000	1,000	405	\$28.60	\$3.84	\$27.24	\$59.68
SP2 Spectra	9,500	100	41	\$31.73	\$3.96	\$2.75	\$38.44
Metal Halide Lights (CLOSED TO NEW CUSTOMERS)							
ALN 440	16,000	175	71	\$34.35	\$3.34	\$4.82	\$42.51
Flood	50,000	400	162	\$15.50	\$2.83	\$10.92	\$29.25
Flood	130,000	1,000	405	\$26.36	\$3.73	\$27.24	\$57.33
Shoebox	16,000	175	71	\$29.01	\$3.75	\$4.82	\$37.58
Shoebox	28,500	250	101	\$30.88	\$4.20	\$6.78	\$41.86
SP2 Spectra	9,500	100	41	\$31.49	\$3.84	\$2.75	\$38.08
Vertical Shoebox	130,000	1,000	405	\$32.55	\$4.25	\$27.24	\$64.04

*RATE SCHEDULE LS
 LIGHTING SERVICE*

Light Emitting Diode Lights

Type	Facility Type	Lamp Lumens	Size Watts	Est. KWH/Mo.	Charges			
					Facilities	Maintenance	Energy	Total
	50W Outdoor Light (100W Equivalent)	5,682	50	17	\$8.42	\$2.66	\$1.14	\$12.22
	50W Cobra Head (100W Equivalent)	5,944	50	17	\$10.63	\$3.31	\$1.14	\$15.08
	82W Cobra Head (200W Equivalent)	9,600	82	28	\$9.95	\$3.11	\$1.88	\$14.94
	130W Cobra Head (250W Equivalent)	14,571	130	45	\$9.91	\$3.10	\$3.02	\$16.03
	210W Cobra Head (400W Equivalent)	28,653	210	72	\$17.33	\$5.05	\$4.83	\$27.21
	26W American Revolution Decorative (100W Equivalent)	2,650	26	9	\$9.95	\$3.48	\$0.60	\$14.03
	44W American Revolution Decorative (150W Equivalent)	4,460	44	15	\$9.86	\$3.44	\$1.01	\$14.31
	90W Acorn Decorative (150W Equivalent)	10,157	90	31	\$14.25	\$4.75	\$2.08	\$21.08
	60W Post Top Decorative (150W Equivalent)	7,026	60	21	\$25.25	\$7.99	\$1.41	\$34.65
	80W Flood (250W Equivalent)	12,500	80	27	\$13.81	\$4.35	\$1.82	\$19.98
	170W Flood (400W Equivalent)	24,000	170	58	\$13.81	\$4.35	\$3.90	\$22.06
	150W Flood (350W Equivalent)	20,686	150	52	\$13.81	\$4.35	\$3.49	\$21.65
	290 W Flood (1,000W Equivalent)	38,500	290	100	\$13.81	\$4.35	\$6.71	\$24.87
	82W Shoe Box (175W Equivalent)	20,500	23	276	\$12.14	\$4.34	\$1.87	\$18.35
	131W Shoe Box (250W Equivalent)	17,144	131	45	\$13.71	\$4.59	\$3.02	\$21.32

Charges for other Company-owned facilities:

- 1) 30' Wood Pole \$6.16
- 2) 40' Wood Pole Std \$13.71
- 3) 18' Fiberglass Round \$12.76
- 4) 13' Decorative Concrete \$18.09
- 5) 20' Decorative Concrete \$20.99
- 6) 35' Concrete Square \$20.25
- 7) 10' Deco Base Aluminum \$23.74
- 8) 30' Wood Pole Std \$6.86

For the poles shown above that are served from an underground system, the Company will provide up to one hundred (100) feet of conductor to service each fixture. The Customer will provide and install the necessary conduit system to Company specifications.

Purchased Power Charges

Purchased power charges are adjusted annually by the Florida Public Service Commission. For current purchased power costs included in the tariff, see Sheet No. 7.021 & 7.022.

Minimum Bill

The above rates times the number of lamps connected.

*RATE SCHEDULE LS
LIGHTING SERVICE*

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of bill.

Purchased Power Costs

See Sheet No. 7.021 & 7.022.

Conservation Costs

See Sheet No. 7.021 & 7.022.

Franchise Fee Adjustment

Customers taking service within franchise areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the Customer's pro rata share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the Customer is located.

Term of Service

Service under this rate schedule shall be by written contract for a period of five or more years.

Terms and Conditions

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to electric service.
2. The charges set forth above cover the initial installation of overhead lines, poles and fixture assembly including bracket, and the maintenance duty as limited to lamp renewals due to burn outs only, or the repair or replacement of equipment causing lamps not to be illuminated.

The Company will repair or replace malfunctioning lighting fixtures maintained by the company in accordance with Section 768.1382, Florida Statutes (2005). Maintenance duty to be undertaken by Florida Public Utilities Company is limited to lamp renewal due to burn outs only, or the repair or replacement of equipment causing lamps not to be illuminated. Such burnt out lamp replacements or repairs causing non-illumination of lamps will be performed only during regular daytime working hours as soon as practical after notification of the burn out or non-illumination conditions of the lamp by the Customer. The maintenance duties undertaken herein are expressly limited to our paying Customer and are not to be deemed to create a duty to the general public at large.

*RATE SCHEDULE OSL
MERCURY VAPOR LIGHTING SERVICE
(Closed To New Installations)*

Availability

Available within the territory served by the Company in Calhoun, Jackson and Liberty Counties and on Amelia Island in Nassau County.

Applicability

Applicable to any Customer for mercury vapor lighting service.

Character of Service

Lighting service from dusk to dawn as described herein.

Limitations of Service

Service is limited to lighting by mercury vapor lamps of 7,000 or 20,000 initial level of lumens mounted on wood poles, as described herein.

Monthly Rate

When lighting fixtures are mounted on existing poles and served directly from existing overhead secondary distribution lines:

Lamp Size	KWH/Mo.	Facilities	Maintenance*	Energy	Total
<u>Lumens</u>	<u>Estimate</u>	<u>Charge</u>	<u>Charge</u>	<u>Charge</u>	<u>Charge</u>
7,000	72	\$1.78	\$1.59	\$4.73	\$8.10
20,000	154	\$1.96	\$1.69	\$10.17	\$13.82

For concrete or fiberglass poles and/or underground conductors, etcetera, the Customer shall pay a lump sum amount equal to the estimated differential cost between the special system and the equivalent overhead-wood pole system.

Purchased Power

Charges

Purchased power charges are adjusted by the Florida Public Service Commission, normally each year in January. For current purchased power costs included in the tariff, see Sheet Nos. 7.021 & 7.022.

Minimum Bill

The above rates times the number of lamps connected.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of bill.

*RATE SCHEDULE OSL
MERCURY VAPOR LIGHTING SERVICE
(Closed To New Installations)*

Purchased Power Costs

See Sheet No. 7.021 & 7.022.

Conservation Costs

See Sheet No. 7.021 & 7.022.

Franchise Fee Adjustment

Customers taking service within franchise areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the Customer's pro rata share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the Customer is located.

Terms of Service

Service under this rate schedule shall be by written contract for a period of two or more years.

Terms and Conditions

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to electric service.
2. The charges set forth above cover the initial installation of overhead lines, poles and fixture assembly including bracket, and maintenance duty as limited including lamp renewals due to burn outs only, or the repair or replacement of equipment causing lamps not to be illuminated. Such burnt out lamp replacements or repairs causing non-illumination of lamps will be performed as soon as practical after notification of the burnt out lamp or non-illumination by patrols made by company personnel or the Customer. However, Company shall not be required to replace existing street lighting fixtures for Customers receiving service under this rate.

* The Company will repair or replace malfunctioning lighting fixtures maintained by the company in accordance with Section 768.1382, Florida Statutes (2005). Maintenance duty to be undertaken by Florida Public Utilities Company is limited to lamp renewal due to burn outs only, or the repair or replacement of equipment causing lamps not to be illuminated. Such burnt out lamp replacements or repairs causing non-illumination of lamps will be performed during regular daytime working hours as soon as practical after notification of the burn out or non-illumination conditions of the lamp by the Customer. The maintenance duties undertaken herein are expressly limited to our paying Customer and are not to be deemed to create a duty to the general public at large.

ECONOMIC DEVELOPMENT RIDER PROGRAM-EDRP

Availability:

This Economic Development Rate Program (the "Program") is available throughout the entire territory served by Florida Public Utilities Company. The Qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

Application:

This Program is applicable to new electric load associated with:

- (1) Initial permanent service to new commercial and industrial establishments.
- (2) Commercial or industrial space that has been vacant for more than six months prior to the application for service under the Program. Verification of vacancy will be established by evidence of no or minimal electric load during the time period in question.
- (3) The expansion of existing establishments. For existing establishments, new load is the net incremental load above that which existed prior to approval for service under this Program.

The new load applicable under this Program for new and vacant establishments must be a minimum of 200 kW at a single delivery point. In the case of the expansion of existing facilities, the added new load must be a minimum of 100 kW, however, in order to qualify, the total load after the addition of the new load must be a minimum of 200 kW at a single delivery point. To qualify for service under this Program, the Customer must employ an additional work force of at least 10 full-time employees at the delivery point to which the load is added.

In order to take service under the Program, the Customer must provide sufficient evidence to Florida Public Utilities Company to establish that the availability of the Program is a significant factor in the Customer's location or expansion decision.

Initial application for this Program is not available to existing load. However, if a change in ownership occurs after the Customer contracts for service under this Program, the successor Customer may be allowed to fulfill the balance of the contract under the Program and continue the schedule of credits outlined below.

This Program is not available for load shifted from one establishment or delivery point on the Florida Public Utilities system to another on the Florida Public Utilities system.

ECONOMIC DEVELOPMENT RIDER PROGRAM-EDRP (Continued)

Monthly Rate:

The rates and all other terms and conditions of the Customer's otherwise applicable rate schedule shall be applicable under this Program. A credit based on the percentages below will be applied to the demand charges and non-fuel (base) energy charges of the Customer's otherwise applicable rate schedule associated with the Customer's new load:

Year 1 - 20% reduction
Year 2 - 15% reduction
Year 3 - 10% reduction
Year 4 - 5% reduction
Year 5 - 0% reduction

The above credit will be deducted from the monthly electric bill as computed in accordance with the provisions of the Monthly Rate section of the Customer's applicable rate schedule before application of any discounts or adjustments. All other charges including the Customer charge and energy conservation charge will be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD, GSLD, or GSLD1.

Term of service:

The Customer agrees to a five-year contract term. Service under this Program will terminate at the end of the fifth year. Florida Public Utilities Company may terminate service under this Program at any time if the Customer fails to comply with the terms and conditions of this Program. Failure to: 1) maintain the level of employment specified in the Customer's Service Agreement and/or 2) purchase from Florida Public Utilities the amount of load specified in the Customer's Service Agreement will be considered grounds for termination.

If Florida Public Utilities Company terminates service under the Program for the Customer's failure to comply with its provisions, or if the Customer opts to terminate service under the Program, the Customer will be placed on their applicable rate schedule with no future discounts or rate reductions.

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

ECONOMIC DEVELOPMENT RIDE PROGRAM-EDRP

ECONOMIC DEVELOPMENT RIDER PROGRAM- EDRP

Service Agreement

The Customer is applying for service under the Economic Development Rate Program based upon new or expanded load as indicated below (Check one):

- New Load associated with a new commercial or industrial establishment
- New Load established in commercial or industrial space that has been vacant for more than six months
- Expanded Load associated with an existing establishment

CUSTOMER NAME _____

SERVICE ADDRESS _____

TYPE OF BUSINESS _____

The Customer hereto agrees as follows:

1. For new and vacant establishments, a minimum of 200 kW of measured demand must be added at a single delivery point.
2. For existing establishments that are expanding, a minimum of 100 kW of measured demand must be added at a single delivery point, and the total measured demand after the addition of the new load must be a minimum of 200 kW.
3. In all cases, the Customer must employ an additional work force of at least 10 full-time employees at the delivery point to which the load is added.
4. That the quantity of new or expanded load shall be 200KW of Demand.
5. The nature of this new or expanded load is _____
6. That in the case of a new Customer adding load to vacant facilities, the commercial/industrial space associated with the new load has been vacant for more than six months.
7. In case of early termination, the Customer shall repay Florida Public Utilities all of the credits provided under the Program to date.
8. To initiate service under this Program on _____, _____ and terminate service under this Program on _____, _____. This shall constitute a period of five years.
9. To provide verification that the availability for this Program is a significant factor in the Customer's location/expansion decision.
10. If a change in ownership occurs after the Customer contracts for service under this Program, the successor Customer may be allowed to fulfill the balance of the contract under the Program and continue the schedule of credits.
11. That in the case of new load established in a vacant facility to provide verification that there is no affiliation with any prior occupant.

Signed: _____

Accepted by: Florida Public Utilities Company _____

Title: _____

Title: _____

Date: _____

Date: _____

RATE ADJUSTMENT RIDER – NORTHWEST FLORIDA DIVISION

Applicability

Electric service under all rate schedules for the Northwest Florida Division, which specify that rates are subject to adjustment in accordance with the provisions of the Company's Rate Adjustment Rider.

Total Purchased Power Cost Recovery Clause

The total purchased power cost adjustment shall be applied to each kilowatt hour delivered and shall be computed in accordance with the formula prescribed by the Florida Public Service commission. The total purchased power cost adjustment for the period January 1, 2024 through December 31, 2024 is as follows:

<u>Rate Class</u>	<u>Rate Schedule</u>	<u>Levelized Adjustment</u>
Residential (1st 1000 KWH's)	RS	10.259¢ / KWH
Residential (above 1000 KWH's)	RS	11.509¢ / KWH
General Service	GS	10.637¢ / KWH
General Service-Demand	GSD	10.035¢ / KWH
Lighting Service	LS	8.180¢ / KWH
General Service-Large Demand	GSLD	9.772¢ / KWH
General Service-Large Demand 1	GSLD 1	Not Applicable At This Time

<u>Time of Use Rate Class</u>	<u>Rate Schedule</u>	<u>Levelized Adjustment</u>	
		On-Peak	Off Peak
Residential TOU	RST - EXP	18.659¢ / KWH	6.359¢ / KWH
General Service TOU	GST - EXP	14.637¢ / KWH	5.637¢ / KWH
General Service-Demand TOU	GSDT – EXP	14.035¢ / KWH	6.785¢ / KWH
General Service-Large Demand TOU	GSLDT – EXP	15.772¢ / KWH	6.772¢ / KWH

Energy Conservation Cost Recovery Clause

Each base energy rate per KWH of the above rate schedules for the period January 1, 2024 through December 31, 2024 shall be increased by 0.144 ¢/KWH of sales to recover conservation related expenditures by the Company. This adjustment is determined in accordance with the formula and procedures specified by the Florida Public Service Commission.

The Energy Conservation Cost Recovery Clause will not apply to the GSLD-1 rate class.

Tax Cost Recovery

There will be added to all bills rendered for electric service a proportionate share of all license fees and taxes imposed by any governmental authorities after November 1, 1946, to an extent sufficient to cover excess increased taxes or license fees.

RATE ADJUSTMENT RIDER – NORTHEAST FLORIDA DIVISION

Applicability

Electric service under all rate schedules for the Northeast Florida Division which specify that rates are subject to adjustment in accordance with the provisions of the Company’s Rate Adjustment Rider.

Total Purchased Power Cost Recovery Clause

The total purchased power cost adjustment shall be applied to each kilowatt hour delivered and shall be computed in accordance with the formula prescribed by the Florida Public Service Commission. The total purchased power cost adjustment for the period January 1, 2024 through December 31, 2024 is as follows:

<u>Rate Class</u>	<u>Rate Schedule</u>	<u>Levelized Adjustment</u>
Residential (1 st 1000 KWH’s)	RS	10.259¢ / KWH
Residential (above 1000 KWH’s)	RS	11.509¢ / KWH
General Service	GS	10.637¢ / KWH
General Service –Demand	GSD	10.035¢ / KWH
General Service –Large Demand	GSLD	9.772¢ / KWH
Lighting Service	LS	8.180¢ / KWH
General Service Large Demand 1	GSLD 1	Generation Demand \$ 5.41/ KW* Transmission Demand \$ 2.91/ KW* Energy 7.12 ¢ / KWH*

*Estimated for informational purposes only,
 Monthly rate will be billed at actual cost.

Energy Conservation Cost Recovery Clause

Each base energy rate per KWH of the above rate schedules for the period January 1, 2024 through December 31, 2024 shall be increased by 0.144 ¢ / KWH of sales to recover conservation related expenditures by the Company. This adjustment is determined in accordance with the formula and procedures specified by the Florida Public Service Commission.

The Energy Conservation Cost Recovery Clause will not apply to the GSLD-1 rate class.

Tax Recovery

There will be added to all bills rendered for electric service a proportionate share of all license fees and taxes imposed by any governmental authorities after January 1, 1945, to an extent sufficient to cover excess increased taxes or license fee.

NON-FIRM ENERGY PROGRAM NFEP-EXP (EXPERIMENTAL) - CLOSED

Availability

Available within the territory served by the Company in Jackson, Calhoun, and Liberty Counties and on Amelia Island in Nassau County. This service is limited to Customers in the GSLD1 or Standby rate class. The Rate Schedule is closed to new Customers and shall expire within 90 days written notice by the Company to participating Customers and will expire in its entirety by September 1, 2025.

Applicability

Applicable to Customers which are self-generators with dispatchable generation and are eligible for Rate Schedule GSLD1 or Standby, or who have executed a Special Contract approved by the Commission. Eligible Customers would nominate, in accordance with the procedures outlined below, an amount of electric load they commit to purchase that is above and in addition to the Customer's established baseline. Non-Firm (NF) Energy nominations must be made in 1,000 KW increments and is currently limited to a minimum of 1,000 kW and maximum of 15,000 kW. The Customer is not obligated to nominate NF Energy for any specific period but must nominate a minimum of 1,500 MWh per year.

The default period for NF Energy nominations will be 7 days. Nominations for longer periods, e.g. monthly, will be made available when market conditions warrant. The same procedure for nominations and acceptance will apply to all periods. Customer may nominate NF Energy for on-peak hours, off-peak hours, or all hours. On-peak hours are Hour Ending (H.E.) 08:00 to H.E 23:00 weekdays and off-peak hours are H.E. 24:00 to HE 07:00 and all hours on weekends and established holidays. Times shown are Eastern Standard or Daylight Savings time. On-peak and off-peak hours are subject to change.

Once the Company confirms the Customer's nomination, the Customer is obligated to pay for all NF Energy nominated at the offered rate regardless of whether the Customer takes all NF Energy nominated for the month, unless recalled in accordance with NF Recall provisions.

Monthly Rate

The rates and all other terms and conditions of the Customer's otherwise applicable rate schedule shall be applicable under this program.

All NF Energy shall be charged at the hourly price, in \$/MWh, as offered by the Company. Once nominated by the Customer and accepted by the Company, the Customer is responsible to pay the full NF Energy Charge for the nomination period regardless of whether the Customer takes all NF Energy nominated for the month. Any purchases that exceed the combined total of the Customer's baseline and NF Energy nominations will be billed based on the Customer's otherwise applicable rate. The NF Energy charges are in addition to the charges based on the Customers otherwise applicable rate.

Monthly NF Administrative Charge:
\$0.00 per Customer per month

NON-FIRM ENERGY PROGRAM NFEP-EXP (EXPERIMENTAL) - CLOSED

Monthly NF Demand Charge:

\$0.00 per kW of NF demand

Monthly Rate

NF Energy Charge:

Amount as offered and accepted for each nomination

Monthly NF Demand

The Monthly NF Demand shall equal the maximum hour of NF Energy nominated by the Customer for the calendar month.

Minimum Monthly Bill

The Minimum Monthly Bill shall consist of the Monthly NF Administrative Charge plus applicable taxes and fees.

Term of Service

The Customer agrees to a minimum of 12 months of service under the Program. Service will continue thereafter until the Customer submits to the Company a written notice of termination. Service will discontinue at the end of the calendar month that notice of termination is received.

Nomination and Acceptance Procedure

1. By 10:00 AM each Friday, or when NF Energy is available, the Company will provide the Customer with NF Energy price quotations for the following period beginning 0:00 (midnight) the following Sunday (time period is Monday 00:00 – Sunday 24:00).
2. The Customer will submit a NF Energy nomination schedule to the Company by 2:00 PM of the same day that the offer is submitted.
3. NF Energy nominations are accepted once the Company confirms receipt of the nomination. The Company will then schedule delivery of the NF Energy, if any, beginning 0:00 (midnight) the following Sunday.

Nomination Recall Provisions:

Once accepted, nominations by Customer may only be withdrawn if a Force Majeure is declared. A Force Majeure may be declared by the Customer if the Customer's equipment suffers major failure such that the Customer is prevented from taking the NF Energy. In such case, the Customer will notify the Company's designated contact by approved method as soon as condition is known and the Company will attempt to withdraw the scheduled delivery of NF Energy. If possible, the Customer will no longer be responsible for purchasing the balance of NF Energy nominated during the event. Customer may declare Force Majeure a maximum of once per month.

Company may terminate NF Energy delivery at any time due to system emergencies or unusual pricing by notifying Customer of such termination, and Company has no obligation to deliver NF Energy.

STORM PROTECTION PLAN COST RECOVERY CLAUSE

Applicability

Electric service under all rate schedules.

Storm Protection Plan Cost Recovery Clause

The Storm Protection Plan Cost Recovery (SPPCRC) Factors shall be applied to the Customer's total kilowatt hour billed. This factor is designed to recover expenditures incurred by the Company related to the protection and hardening of the grid from storms and other extreme weather events. This adjustment is determined in accordance with the formula and procedures prescribed by the Florida Public Service Commission as set forth in Rule 25-6.031, F.A.C.

The total Storm Protection Plan Cost Recovery factors for the period January 1, 2024 through December 31, 2024 are as follows:

<u>Rate Schedule</u>	<u>SPP Factors per KWH</u>
Residential	0 .4320¢ / KWH
General Service	0 .4980¢ / KWH
General Service Demand	0 .2730¢ / KWH
General Service Large Demand	0 .1740¢ / KWH
Industrial/Standby	0 .2930¢ / KWH
Lighting Service	2.6520¢ / KWH

STORM RECOVERY SURCHARGE

Hurricanes Michael Surcharge:

Applicability:

Electric service under all rate schedules.

Description:

This surcharge is for recovery of storm costs and will be recovered from November 2020 through December 2025.

Rate Class – GSLD-1 - \$190,208 total, annually to be allocated across the GSLD-1 rate class.

All other Rate Schedules - The surcharge of 1.280¢/ KWH will be applied to each kilowatt hour billed from November 2020 through December 2025.

TECHNOLOGY COST RECOVERY RIDER - (TCRR)

Purpose:

The Technology Cost Recovery Rider (“TCRR”) is a fixed monthly charge per Customer premise for the purpose of recovering the cost of the Company’s new and updated technology costs. The Company shall record both projected and actual expenses and revenues associated with the purchase and implementation of the Company’s technology implementation plan.

Applicability:

Applies to all Residential and Commercial rate schedules. Except as otherwise provided herein, each rate schedule listed below shall be increased or decreased to the nearest .01 dollar.

The TCRR cost recovery mechanism will be based on a projected twelve (12) month recovery period of January 1 to December 31. The Company will file the first TCRR rates with the Commission at least sixty (60) days before it goes into service and refile on an annual basis at least sixty (60) days prior to the January 1 effective date.

Methodology for Cost Recovery for Technological Improvements:

The costs used in the determination of the TCCR shall include the pre and post implementation capitalized expenses for the Company’s improvement. Specifically the rate(s) will include a) the capitalized cost of the system, b) less accumulated depreciation of the system, c) plus the unamortized regulatory asset and d) less accumulated deferred income tax (ADIT) for the Florida business unit, e) less the net retirement of the Company’s former system (including any other costs already recovered in current base rates. The total of these capitalized costs would then be multiplied by the most recently approved authorized rate of return with the equity portion grossed up for income taxes to determine the return on investment. This return would be added to a) the depreciation expense related to the asset, b) amortization of the regulatory asset over twenty (20) years, c) less any discontinued depreciation expenses associated with the former asset existing at retirement, this amount shall be based on that depreciation expense included in the Company’s base rates, d) plus any new expenses associated with the new system, e) less expenses that were discontinued and associated with the former system (and any other expenses already recovered in current base rates). The total of the return on investment and the costs outlined in (a) through (e) above, will be divided by the number of Customers (excluding any special contracts) in the projected recovery period to determine an annualized cost per Customer premise. This cost will be divided by the 12 months to get the monthly rate. The chart below outlines the methodology that will be used.

TECHNOLOGY COST RECOVERY RIDER – (TCCR)

Methodology Continued

1	Capitalized Costs	
2	Less Accumulated Depreciation	
3	Company Technology Asset	
4	Less Retirement of Former System including any other costs already recovered in current base rates	
5	Less ADIT	
6	Total Balance Sheet Account Related to Technological Improvement	= (Line 1 - Line 2 + Line 3 - Line 4 - Line 5)
7	Multiply by the Most recent Approved Authorized Rate of Return with the Equity Portion Grossed Up for Taxes	
8	Return on Capital Investment	= (Line 6 x Line 7)
9	Depreciation Expense	
10	Amortization of the Regulatory Asset over 20 Years	
11	Less Reduction in Depreciation Expense Related to the Retirement	
12	Expenses related to the new system that are incremental to those in current base rates	
13	Less Expenses discontinued from the former system and any other expenses already recovered in current base rates	
14	Total Cost of the System	= (Line 8 + Line 9 + Line 10 - Line 11 + Line 12 - Line 13)
15	Customers projected for 1 year recovery period excluding special contracts	
16	Rate per Customer per Year	= (Line 14 / Line 15)
17	Rate per Customer per Month	= (Line 16 / Line 12)

The cost recovery factors for the period from the first billing cycle for the period of January 1 through the last billing cycle for December 31 as follows:

Rate Schedule:

RS
 GS-ND
 GS-D
 GSLD
 GSLD-1
 LS
 OSL
 EDRP

Monthly Charge/Customer

To be determined
 To be determined
 To be determined
 To be determined
 To be determined
 To be determined
 To be determined
 To be determined

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STANDARD FORMS
EXTENSION OF FACILITIES AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
EXTENSION OF FACILITIES AGREEMENT

This Agreement, executed in duplicate as of the _ day of _____, 20__, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the “Company”, party of the first part, and _____ hereinafter referred to as the “Customer”, party of the second part, witnesseth:

Whereas, the Customer is desirous of securing an extension or increase of the facilities of the Company as hereinafter described; and whereas, the Company is willing to make such extension or increase;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Company will extend or increase its facilities as follows:

The Company will commence the extension or increase of its facilities forthwith after the execution of this Agreement and use its best efforts to complete the extension or increase of its facilities as soon as reasonably possible; provided, however, that the parties expressly agree that the Company shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or from any other hindrance or delay beyond the control of the Company.

2. To compensate the Company for the cost and expense of the aforesaid extension or increase of its facilities, the Customer simultaneously with the execution of this Agreement has paid to the Company the sum of \$_____, the receipt of which hereby is acknowledged by the Company. The parties agree that said sum was paid by the Customer to and received by the Company without the right of any rebate, credit, reduction or adjustment in favor of either party.

3. The parties agree that the Company shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Company shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other Customers of the Company.

STANDARD FORMS
EXTENSION OF FACILITIES AGREEMENT (Continued)

4. After the extension or increase of the facilities described above, the Customer agrees that subject to all applicable terms, provisions, rights, duties and penalties, the Customer will in the usual manner and at the usual times pay for the utilities and services delivered to the Customer by means of the extended or increased facilities at the regular franchise or at special contract rates, whichever is applicable.

5. The parties agree that no representation, warranty, conditions or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this Agreement; and the parties agree further that this Agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Customer may not transfer or assign all or any part of this Agreement or any right which he may obtain hereunder without first obtaining the written consent of the Company.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

Customer _____

FLORIDA PUBLIC UTILITIES COMPANY

By _____
Title

By _____
Its Agent

STANDARD FORMS
DEPOSIT OF FACILITIES AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
DEPOSIT OF FACILITIES AGREEMENT

This Agreement, executed in duplicate as of the ____ day of _____, 20__, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the “Company”, party of the first part, and _____ hereinafter referred to as the “Customer”, party of the second part, witnesseth:

Whereas, the Customer is desirous of securing an extension or increase of the facilities of the Company as hereinafter described; and whereas, the Company is willing to make such extension or increase;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Company will extend or increase its facilities as follows:

The Company will commence the extension or increase of its facilities forthwith after the execution of this Agreement and use its best efforts to complete the extension or increase of its facilities as soon as reasonably possible; provided, however, that the parties expressly agree that the Company shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or from any other hindrance or delay beyond the control of the Company.

2. To compensate the Company for the cost and expense of the aforesaid extension or increase of its facilities in accordance with the Company’s Rules and Regulations for extensions, the Customer simultaneously with the execution of this Agreement has paid to the Company the sum of \$____, the receipt of which hereby is acknowledged by the Company. The parties agree that said sum was paid by the Customer to and received by the Company in accordance with the Company’s Rules and Regulations for service requiring extension of facilities within the service area of the Company in _____ County, Florida. The Company’s Rules and Regulations as filed with and approved by the Florida Public Service Commission are made a part of this Agreement.

3. The parties agree that the Company shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased

STANDARD FORMS
DEPOSIT OF FACILITIES AGREEMENT (Continued)

facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Company shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other Customers of the Company.

4. After the extension or increase of the facilities described above, the Customer agrees that subject to all applicable terms, provisions, rights, duties and penalties, the Customer will in the usual manner and at the usual times pay for the utilities and services delivered to the Customer by means of the extended or increased facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.

5. The parties agree that no representation, warranty, conditions or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this Agreement; and the parties agree further that this Agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Customer may not transfer or assign all or any part of this Agreement or any right which he may obtain hereunder without first obtaining the written consent of the Company.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

Customer _____ FLORIDA PUBLIC UTILITIES COMPANY

By _____ By _____
Title Its Agent

STANDARD FORMS / APPLICATION
INTERCONNECTION OF CUSTOMER-OWNED

RENEWABLE GENERATION SYSTEMS APPLICATION
INTERCONNECTION OF CUSTOMER OWNED RENEWABLE
GENERATION SYSTEMS

TIER 1 – 10 KW or Less

TIER 2 – Greater than 10 KW and Less Than or Equal to 100 KW

TIER 3 – Greater than 100 KW and Less Than or Equal to 2 MW

Florida Public Utilities Company Customers who install Customer-owned renewable generation systems and desire to interconnect those facilities with the FPUC electrical system are required to complete this application. This application can be obtained from the local FPU office or can be downloaded from the FPUC website (www.fpuc.com). When the completed application and fees are returned to FPUC, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. The Interconnection Agreements may be obtained at the local FPUC office. Details for interconnection agreements may be found as defined in Rule 25-6.065, Florida Administrative Code or within the Florida Public Utilities Company Interconnection Agreement.

1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

2. Facility Information

Facility Location: _____

FPUC Account Number (if available): _____

Manufacturers Name/Address: _____

Reference or Model Number: _____

Serial Number: _____

*INTERCONNECTION OF CUSTOMER-OWNED
RENEWABLE GENERATION SYSTEMS APPLICATION (Continued)*

3. Facility Rating Information

Gross Power Rating: _____ (“Gross power rating” means the total manufacturer’s AC nameplate generating capacity of an on-site Customer-owned renewable generation system that will be interconnected to and operate in parallel with the investor-owned utility’s distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC.

Fuel or Energy Source: _____

Anticipated In- Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. There is no application fee for Tier 1 installations. The non-refundable application fee is \$350 for Tier 2 and Tier 3 installations.

5. Interconnection Study Fee

For Tier 3 installations that require an interconnection study, as determined by the Company, the Customer will pay \$2,000 prior to the initiation of the interconnection study. The total cost to the Customer will not exceed this amount. Should the actual interconnection study cost be less than \$2,000 the Customer will be refunded the difference.

6. Required Documentation

Before the Interconnection Agreement may become effective, the Documentation listed in this Section must be provided to the Company by the Customer. The Documentation listed does not need to accompany the Application but must be received before the Interconnection Agreement will be executed by the Company.

- A. Documentation that the installation complies with:
 - 1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
 - 2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
 - 3. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- B. Documentation that the Customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Company system to ensure compliance with applicable local codes.
- C. Proof of general liability insurance for Tier 2 generators (\$1,000,000) or Tier 3 generators (\$2,000,000). Not required for Tier 1 generators.
- D. Copy of any lease agreements if the Customer is leasing facility from third party.

RESERVED FOR FUTURE USE

STANDARD FORMS
STANDARD INTERCONNECTION AGREEMENT - TIER 1

STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)

This agreement made and entered into as of this __ day of _____,
_____ by and between _____ hereinafter known as the “Customer” and
Florida Public Utilities Company hereinafter know as the “Company”. This agreement is made in
accordance with Florida Public Commission Rule 25-6.065 F.A.C., Interconnection and Net
Metering of Customer-Owned Renewable Generation and under the terms and conditions as
approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

1. The Customer’s renewable generation system is within the Company service territory and is located at:

and should be installed and operational by:

_____, _____.

2. Customer will ensure the installation will meet or exceed all requirements noted below, will provide the Company with reasonable notification prior to the operation of the system and will assist the Company in verifying that the installation complies with the agreement prior to operating in parallel with the Company’s electric system.

3. The Customer’s renewable generation system is described as follows:

- a. Equipment Manufacturers Name and Address:

- b. Manufacturers Reference Number, Serial Number, Type, Style, Model, Etc.

- c. Name Plate Rating (KW and Voltage):

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)
(Continued)*

4. Standard Interconnection Agreement Requirements – To qualify for expedited interconnection as a Tier 1 generator pursuant to Rule 25-6.065, F.A.C., the Facility must:
 - (a) Comply with IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
 - (b) Comply with IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
 - (c) Comply with UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources.
 - (d) Have a Gross Power Rating that does not exceed 90% of the Customer’s utility distribution service rating.
 - (e) Have a Gross Power Rating of 10 KW or less.

5. Customer Qualifications and Fees – The Customer shall comply with the following to qualify as a Tier 1 generator pursuant to Rule 25-6.065, F.A.C.:
 - (a) 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 listed in Section (4).
 - (b) Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section (5) (a) that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
 - (c) Provided the Customer-owned renewable generation equipment complies with Sections (4) and (5) (a), (b), the Company shall not require further design review, testing, or additional equipment other than that provided for in Section (9).
 - (d) Tier 1 Customers who request interconnection of Customer-owned renewable generation shall not be charged fees in addition to those charged to other retail Customers without self-generation, including application fees.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)
(Continued)*

6. Inspection Requirements – Prior to operating the Customer system in parallel with Company’s electric system, the Customer will:
 - (a) Have the Customer-owned renewable generation inspected and approved by local code officials prior to its operation in parallel with the Company system to ensure compliance with applicable local codes.
 - (b) Make provisions that permit the Company to inspect Customer-owned renewable generation and its component equipment, and the documents necessary to ensure compliance with Sections (4) and (5). The Customer shall notify the Company at least 10 days prior to initially placing Customer equipment and protective apparatus in service, and the Company shall have the right to have personnel present on the in-service date. 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 modifications at least 30 days prior to making the modifications.
 - (c) Provide for protection of the renewable generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company system in delivering and restoring power; and is responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer’s instructions to ensure that it is operating correctly and safely.

7. Indemnity for Loss to Third Parties - The Customer 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.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)
(Continued)*

8. Customer Insurance Requirements – The Customer owning a Tier 1 generator is not required by rule to obtain general liability insurance for damage to persons or property as a result of the operation of the generator. However, the Company strongly recommends that a Tier 1 Customer carry an appropriate level of liability insurance.
9. Manual Disconnect Switch - Inverter-based Tier 1 Customer-owned renewable generation systems shall be exempt from this requirement. However, the Company recommends that the Customer install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single Company padlock. Should a main disconnect switch not be installed, removal of the electric meter and disconnection of electric service may be used to isolate the Customer owned generation for the electric grid.
10. Disconnection From Customer System - The Company may open the manual disconnect switch pursuant to the conditions set forth below in (10) (a) – (10) (d), isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, the Company shall at the time of disconnection leave a door hanger notifying the Customer that their Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. The Company shall reconnect the Customer-owned renewable generation as soon as the condition necessitating disconnection is remedied.
 - a. Emergencies or maintenance requirements on the Company's electric system;
 - b. Hazardous conditions existing on the Company system due to the operation of the Customer's generating 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-owned renewable generation as determined by the Company;
 - d. Failure of the Customer to maintain the required insurance coverage (if required).

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)
(Continued)*

11. Administrative Requirements

- (a) The Company shall maintain on its website a downloadable application for interconnection of Customer-owned renewable generation, detailing the information necessary to execute the Standard Interconnection Agreement. Upon request the Company shall provide a hard copy of the application within 5 business days.
- (b) Within 10 business days of receipt of the Customer's application, the Company shall provide written notice that it has received all documents required by the Standard Interconnection Agreement or indicate how the application is deficient. Within 10 business days of receipt of a completed application, the Company shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical inspection of the Customer-owned renewable generation necessary for the Company to confirm compliance with Sections (4) through (10).
- (c) The Standard Interconnection Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application.
- (d) The Customer must execute the Standard Interconnection Agreement and return it to the Company at least 30 calendar days prior to beginning parallel operations and within one year after the utility executes the Agreement. All physical inspections must be completed by the Company within 30 calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the inspection is delayed at the Customer's request, the Customer shall contact the utility to reschedule an inspection. The Company shall reschedule the inspection within 10 business days of the Customer's request.

12. Net Metering

- (a) The Company shall enable each Customer-owned renewable generation facility interconnected to the investor-owned utility's electrical grid pursuant to this rule to net meter.
- (b) The Company shall install, at no additional cost to the Customer, metering equipment at the point of delivery capable of measuring the difference between the electricity supplied to the Customer from the investor-owned utility and the electricity generated by the Customer and delivered to the investor-owned utility's electric grid.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)
(Continued)*

12. Net Metering (continued)

- (c) Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.
- (d) The Company shall charge for electricity used by the Customer in excess of the generation supplied by Customer-owned renewable generation in accordance with normal billing practices.
- (e) During any billing cycle, excess Customer-owned renewable generation delivered to the Company's electric grid shall be credited to the Customer's energy consumption for the next month's billing cycle.
- (f) Energy credits produced pursuant to Section (12) (e) shall accumulate and be used to offset the Customer's energy usage in subsequent months for a period of not more than twelve months. At the end of each calendar year, the Company shall pay the Customer for any unused energy credits at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (g) When a Customer leaves the system, that Customer's unused credits for excess kWh generated shall be paid to the Customer at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (h) Regardless of whether excess energy is delivered to the Company's electric grid, the Customer shall continue to pay the applicable Customer charge and applicable demand charge (if applicable) for the maximum measured demand during the billing period. The Company shall charge for electricity used by the Customer in excess of the generation supplied by Customer-owned renewable generation at the Company's otherwise applicable rate schedule. The Customer may at their sole discretion choose to take service under the Company's standby or supplemental service rate, if available.

13. Renewable Energy Certificates - Customers shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment. 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.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)
(Continued)*

14. Change of Ownership – This agreement shall not be assigned or transferred without prior written consent of the Company. Should there be a change in ownership; the Customer shall provide the Company with 30 day notice prior to the change. The Company will contact the new owner prior to the end of the 30 days in order to execute a new agreement. The new owner will not be entitled to operate the generator in parallel with the Company system or be net metered until a new agreement is executed by both parties. However, this agreement shall inure to the benefit of and binding upon the respective heirs, legal representatives, successors and assigns of the parties involved until a new agreement is executed.
15. No Extension of Credit – In executing this agreement, the Company does not, nor should it be construed to extend credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this agreement.
16. Applicability of Tariff – The Company’s tariff and associated technical terms and abbreviations, general rules, regulations and standard electric service requirements are incorporated herein by reference. In the event that this tariff and the Interconnection Agreement is revised due to rule changes approved by the Florida Public Service Commission, the Company and the Customer agree to replace this agreement with an amended agreement that complies with the amended Florida Public Service Commission rules.
17. Entire Agreement – This 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 agreement constitutes the entire agreement between the parties.
18. Termination – Upon termination of this agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove any additional kilowatt-hour meter and associated Company equipment. At the Customer’s expense, the Customer agrees to permanently isolate the Facility from the Company’s electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW or Less)
(Continued)*

19. Retail Purchase of Electricity - “Customer-owned renewable generation” means an electric generating system located on a Customer’s premise that is primarily intended to offset part or all of the Customer’s electricity requirements with renewable energy. The term “Customer-owned renewable generation” does not preclude the Customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions does not include the retail purchase of electricity from the third party.
20. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense which the Company, it subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligations of this agreement. The Company agrees to indemnify and hold harmless the Customer, against any and all liability, loss, damage, cost or expense which the Customer may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company under the obligations of this agreement.
21. Communications, either emergency or routine, related to this agreement or operation of the installation shall be made to the following parties:

Company:

Customer:

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW or Less)
(Continued)*

22. Dispute Resolution – The Company and Customer may seek resolution of disputes arising out of this interpretation of this agreement pursuant to Rule 25-22.032, F.A.C., Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

IN WITNESS WHEREOF, the Customer and the Company execute this Agreement this _____ day of _____, _____.

Title: _____

WITNESS:

FLORIDA PUBLIC UTILITIES COMPANY
COMPANY

By: _____

Title: _____

Date: _____

Date: _____

WITNESS:

CUSTOMER

By: _____

Title: _____

Date: _____

STANDARD FORMS
STANDARD INTERCONNECTION AGREEMENT – TIER 2

STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED TIER 2
RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)

This agreement made and entered into as of this ____ day of _____, _____ by and between _____ hereinafter known at the “Customer” and Florida Public Utilities Company hereinafter know as the “Company”. This agreement is made in accordance with Florida Public Commission Rule 25-6.065 F.A.C., Interconnection and Net Metering of Customer-Owned Renewable Generation and under the terms and conditions as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

1. The Customer’s renewable generation system is within the Company service territory and is located at:

and should be installed and operational by:

_____, _____.

2. Customer will ensure the installation will meet or exceed all requirements noted below, will provide the Company with reasonable notification prior to the operation of the system and will assist the Company in verifying that the installation complies with the agreement prior to operating in parallel with the Company’s electric system.

3. The Customer’s renewable generation system is described as follows:

a. Equipment Manufacturers Name and Address:

b. Manufacturers Reference Number, Serial Number, Type, Style, Model, Etc.

c. Name Plate Rating (KW and Voltage):

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

4. Standard Interconnection Agreement Requirements – To qualify for expedited interconnection as a Tier 2 generator pursuant to Rule 25-6.065, F.A.C., the Facility must:
 - (a) Comply with IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
 - (b) Comply with IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
 - (c) Comply with UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources.
 - (d) Have a Gross Power Rating that does not exceed 90% of the Customer’s utility distribution service rating.
 - (e) Have a Gross Power Rating greater than 10 KW and less than or equal to 100 KW.

5. Customer Qualifications and Fees – The Customer shall comply with the following to qualify as a Tier 2 generator pursuant to Rule 25-6.065, F.A.C.:
 - (a) 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 listed in Section (4).
 - (b) Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section (5) (a) that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
 - (c) Provided the Customer-owned renewable generation equipment complies with Sections (4) and (5) (a), (b), the Company shall not require further design review, testing, or additional equipment other than that provided for in Section (9).
 - (d) Tier 2 Customers who request interconnection of Customer-owned renewable generation shall be charged a one-time non-refundable application fee of \$350.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

6. Inspection Requirements – Prior to operating the Customer system in parallel with Company’s electric system, the Customer will:
 - (a) Have the Customer-owned renewable generation inspected and approved by local code officials prior to its operation in parallel with the Company system to ensure compliance with applicable local codes.
 - (b) Make provisions that permit the Company to inspect Customer-owned renewable generation and its component equipment, and the documents necessary to ensure compliance with Sections (4) and (5). The Customer shall notify the Company at least 10 days prior to initially placing Customer equipment and protective apparatus in service and the Company shall have the right to have personnel present on the in-service date. 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 modifications at least 30 days prior to making the modifications.
 - (c) Provide for protection of the renewable generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company system in delivering and restoring power; and is responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer’s instructions to ensure that it is operating correctly and safely.
7. Indemnity for Loss to Third Parties - The Customer 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.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

8. Customer Insurance Requirements – The Customer owning a Tier 2 generator is required by rule to obtain general liability insurance for personal and property damage in the amount of no less than one million dollars (\$1,000,000) as a result of the operation of the generator. Prior to parallel operation, the Customer shall provide initial proof of insurance or sufficient guarantee and proof of self insurance, evidencing the generator. The Customer shall continue to provide proof of continuing insurance within 30 days of any policy renewal.
9. Manual Disconnect Switch – Customer’s operating a Tier 2 generator shall install, at the Customer’s expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to the Company’s system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single Company padlock.
10. Disconnection From Customer System - The Company may open the manual disconnect switch pursuant to the conditions set forth below in Sections (10) (a) – (10) (d), isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, the Company shall at the time of disconnection leave a door hanger notifying the Customer that their Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. The Company shall reconnect the Customer-owned renewable generation as soon as the condition necessitating disconnection is remedied.
 - a. Emergencies or maintenance requirements on the Company’s electric system;
 - b. Hazardous conditions existing on the Company system due to the operation of the Customer’s generating 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-owned renewable generation as determined by the Company;
 - d. Failure of the Customer to maintain the required insurance coverage.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

11. Administrative Requirements

- (a) The Company shall maintain on its website a downloadable application for interconnection of Customer-owned renewable generation, detailing the information necessary to execute the Standard Interconnection Agreement. Upon request the Company shall provide a hard copy of the application within 5 business days.
- (b) Within 10 business days of receipt of the Customer's application, the Company shall provide written notice that it has received all documents required by the Standard Interconnection Agreement or indicate how the application is deficient. Within 10 business days of receipt of a completed application, the Company shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical inspection of the Customer-owned renewable generation necessary for the Company to confirm compliance with Sections (4) through (10).
- (c) The Standard Interconnection Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application.
- (d) The Customer must execute the Standard Interconnection Agreement and return it to the Company at least 30 calendar days prior to beginning parallel operations and within one year after the utility executes the Agreement. All physical inspections must be completed by the Company within 30 calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the inspection is delayed at the Customer's request, the Customer shall contact the utility to reschedule an inspection. The Company shall reschedule the inspection within 10 business days of the Customer's request.

12. Net Metering

- (a) The Company shall enable each Customer-owned renewable generation facility interconnected to the investor-owned utility's electrical grid pursuant to this rule to net meter.
- (b) The Company shall install, at no additional cost to the Customer, metering equipment at the point of delivery capable of measuring the difference between the electricity supplied to the Customer from the investor-owned utility and the electricity generated by the Customer and delivered to the investor-owned utilities electric grid.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

12. Net Metering (continued)

- (c) Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.
- (d) The Company shall charge for electricity used by the Customer in excess of the generation supplied by Customer-owned renewable generation in accordance with normal billing practices.
- (e) During any billing cycle, excess Customer-owned renewable generation delivered to the Company's electric grid shall be credited to the Customer's energy consumption for the next month's billing cycle.
- (f) Energy credits produced pursuant to Section (12) (e) shall accumulate and be used to offset the Customer's energy usage in subsequent months for a period of not more than twelve months. At the end of each calendar year, the Company shall pay the Customer for any unused energy credits at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (g) When a Customer leaves the system, that Customer's unused credits for excess kWh generated shall be paid to the Customer at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (h) Regardless of whether excess energy is delivered to the Company's electric grid, the Customer shall continue to pay the applicable Customer charge and applicable demand charge (if applicable) for the maximum measured demand during the billing period. The Company shall charge for electricity used by the Customer in excess of the generation supplied by Customer-owned renewable generation at the Company's otherwise applicable rate schedule. The Customer may at their sole discretion choose to take service under the Company's standby or supplemental service rate, if available.

13. Renewable Energy Certificates - Customers shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment. 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.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

14. Change of Ownership – This agreement shall not be assigned or transferred without prior written consent of the Company. Should there be a change in ownership; the Customer shall provide the Company with 30 day notice prior to the change. The Company will contact the new owner prior to the end of the 30 days in order to execute a new agreement. The new owner will not be entitled to operate the generator in parallel with the Company system or be net metered until a new agreement is executed by both parties. However, this agreement shall inure to the benefit of and binding upon the respective heirs, legal representatives, successors and assigns of the parties involved until a new agreement is executed.
15. No Extension of Credit – In executing this agreement, the Company does not, nor should it be construed to extend credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this agreement.
16. Applicability of Tariff – The Company’s tariff and associated technical terms and abbreviations, general rules, regulations and standard electric service requirements are incorporated herein by reference. In the event that this tariff and the Interconnection Agreement is revised due to rule changes approved by the Florida Public Service Commission, the Company and the Customer agree to replace this agreement with an amended agreement that complies with the amended Florida Public Service Commission rules.
17. Entire Agreement – This 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 agreement constitutes the entire agreement between the parties.
18. Termination – Upon termination of this agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove any additional kilowatt-hour meter and associated Company equipment. At the Customer’s expense, the Customer agrees to permanently isolate the Facility from the Company’s electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEM
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

19. Retail Purchase of Electricity - “Customer-owned renewable generation” means an electric generating system located on a Customer’s premise that is primarily intended to offset part or all of the Customer’s electricity requirements with renewable energy. The term “Customer-owned renewable generation” does not preclude the Customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions but does not include the retail purchase of electricity from the third party.

20. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense which the Company, it subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligations of this agreement. The Company agrees to indemnify and hold harmless the Customer, against any and all liability, loss, damage, cost or expense which the Customer may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company under the obligations of this agreement.

21. Communications, either emergency or routine, related to this agreement or operation of the installation shall be made to the following parties:

Company:

Customer:

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

22. Dispute Resolution – The Company and Customer may seek resolution of disputes arising out of this interpretation of this agreement pursuant to Rule 25-22.032, F.A.C., Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

IN WITNESS WHEREOF, the Customer and the Company execute this Agreement this _____ day of _____, _____.

Title: _____

WITNESS:

FLORIDA PUBLIC UTILITIES
COMPANY

By: _____

Title: _____

Date: _____

Date: _____

WITNESS:

CUSTOMER

By: _____

Title: _____

Date: _____

STANDARD FORMS
STANDARD INTERCONNECTION AGREEMENT - TIER 3

STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS (Greater than 100 KW and
Less than or Equal to 2 MW)

This agreement made and entered into as of this ____ day of _____,
_____ by and between _____ hereinafter known as the
“Customer” and Florida Public Utilities Company hereinafter know as the “Company”. This agreement is
made in accordance with Florida Public Commission Rule 25-6.065 F.A.C., Interconnection and Net
Metering of Customer-Owned Renewable Generation and under the terms and conditions as approved by
the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

1. The Customer’s renewable generation system is within the Company service territory and is located
at:

_____ and should be installed and operational by:

_____, _____.

2. Customer will ensure the installation will meet or exceed all requirements noted below, will provide
the Company with reasonable notification prior to the operation of the system and will assist the Company
in verifying that the installation complies with the agreement prior to operating in parallel with the
Company’s electric system.

3. The Customer’s renewable generation system is described as follows:

a. Equipment Manufacturers Name and Address:

b. Manufacturers Reference Number, Serial Number, Type, Style, Model, Etc.

c. Name Plate Rating (KW and Voltage):

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and Less than or Equal to 2 MW)
(Continued)*

-
4. Standard Interconnection Agreement Requirements – To qualify for expedited interconnection as a Tier 3 generator pursuant to Rule 25-6.065, F.A.C., the Facility must:
- (a) Comply with IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
 - (b) Comply with IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
 - (c) Comply with UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources.
 - (d) Have a Gross Power Rating that does not exceed 90% of the Customer’s utility distribution service rating.
 - (e) Have a Gross Power Rating of greater than 100 KW and less than or equal to 2 MW.
5. Customer Qualifications and Fees – The Customer shall comply with the following to qualify as a Tier 3 generator pursuant to Rule 25-6.065, F.A.C.:
- (a) 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 listed in Section (4).
 - (b) Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section (5) (a) that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
 - (c) Should the Company determine that an interconnection study is necessary; a charge based on actual costs of the study will be the responsibility of the Customer. Prior to initiation of the study, \$2,000 (cost not to exceed \$2,000) will be paid by the Customer. Should actual study cost be less than \$2,000, the difference will be refunded to the Customer. Additionally, the Customer will be responsible for cost associated with any modifications to the Company’s system that is identified in the interconnection study.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and Less than or Equal to 2 MW)
(Continued)*

Any such charges shall not be assessed on the Customer without prior approval of the FPSC as per Rule 25-6.065(4) (h). This agreement will not be executed until the expansion or other work identified in the study has been completed and payment received.

- (d) Tier 3 Customers who request interconnection of Customer-owned renewable generation shall be charged a one-time non-refundable application fee of \$350.
6. Inspection Requirements – Prior to operating the Customer system in parallel with Company’s electric system, the Customer will:
- (a) Have the Customer-owned renewable generation inspected and approved by local code officials prior to its operation in parallel with the Company system to ensure compliance with applicable local codes.
 - (b) Make provisions that permit the Company to inspect Customer-owned renewable generation and its component equipment, and the documents necessary to ensure compliance with Sections (4) and (5). The Customer shall notify the Company at least 10 days prior to initially placing Customer equipment and protective apparatus in service and the Company shall have the right to have personnel present on the in-service date. 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 modifications at least 30 days prior to making the modifications.
 - (c) Provide for protection of the renewable generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company system in delivering and restoring power; and is responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer’s instructions to ensure that it is operating correctly and safely.
7. Indemnity for Loss to Third Parties - The Customer 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.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and Less than or Equal to 2 MW)
(Continued)*

8. Customer Insurance Requirements – The Customer owning a Tier 3 generator is required by rule to obtain general liability insurance for personal and property damage in the amount of no less than two million dollars (\$2,000,000) as a result of the operation of the generator. Prior to parallel operation, the Customer shall provide initial proof of insurance or sufficient guarantee and proof of self-insurance, evidencing the generator. The Customer shall continue to provide proof of continuing insurance within 30 days of any policy renewal.
9. Manual Disconnect Switch – Customer’s operating a Tier 3 generator shall install, at the Customer’s expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to the Company’s system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single Company padlock.
10. Disconnection From Customer System - The Company may open the manual disconnect switch pursuant to the conditions set forth below in (10) (a) – (10) (d), isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, the Company shall at the time of disconnection leave a door hanger notifying the Customer that their Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. The Company shall reconnect the Customer-owned renewable generation as soon as the condition necessitating disconnection is remedied.
 - a. Emergencies or maintenance requirements on the Company’s electric system;
 - b. Hazardous conditions existing on the Company system due to the operation of the Customer’s generating 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-owned renewable generation as determined by the Company;
 - d. Failure of the Customer to maintain the required insurance coverage.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and Less than or Equal to 2 MW)
(Continued)*

11. Administrative Requirements

- (a) The Company shall maintain on its website a downloadable application for interconnection of Customer-owned renewable generation, detailing the information necessary to execute the Standard Interconnection Agreement. Upon request the Company shall provide a hard copy of the application within 5 business days.
- (b) Within 10 business days of receipt of the Customer's application, the Company shall provide written notice that it has received all documents required by the Standard Interconnection Agreement or indicate how the application is deficient. Within 10 business days of receipt of a completed application, the Company shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical inspection of the Customer-owned renewable generation necessary for the Company to confirm compliance with Sections (4) through (10) and confirmation regarding the requirement of a Tier 3 interconnection study.
- (c) The Standard Interconnection Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application. This will be extended to 90 calendar days if the Company determines that an interconnection study is required.
- (d) The Customer must execute the Standard Interconnection Agreement and return it to the Company at least 30 calendar days prior to beginning parallel operations and within one year after the utility executes the Agreement. All physical inspections must be completed by the Company within 30 calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the inspection is delayed at the Customer's request, the Customer shall contact the utility to reschedule an inspection. The Company shall reschedule the inspection within 10 business days of the Customer's request.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and Less or Equal to 2 MN)
(Continued)*

12. Net Metering

- (a) The Company shall enable each Customer-owned renewable generation facility interconnected to the investor-owned utility's electrical grid pursuant to this rule to net meter.
- (b) The Company shall install, at no additional cost to the Customer, metering equipment at the point of delivery capable of measuring the difference between the electricity supplied to the Customer from the investor-owned utility and the electricity generated by the Customer and delivered to the investor-owned utility's electric grid.
- (c) Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.
- (d) The Company shall charge for electricity used by the Customer in excess of the generation supplied by Customer-owned renewable generation in accordance with normal billing practices.
- (e) During any billing cycle, excess Customer-owned renewable generation delivered to the Company's electric grid shall be credited to the Customer's energy consumption for the next month's billing cycle.
- (f) Energy credits produced pursuant to Section (12) (e) shall accumulate and be used to offset the Customer's energy usage in subsequent months for a period of not more than twelve months. At the end of each calendar year, the Company shall pay the Customer for any unused energy credits at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (g) When a Customer leaves the system, that Customer's unused credits for excess kWh generated shall be paid to the Customer at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (h) Regardless of whether excess energy is delivered to the Company's electric grid, the Customer shall continue to pay the applicable Customer charge and applicable demand charge (if applicable) for the maximum measured demand during the billing period. The Company shall charge for electricity used by the Customer in excess of the generation supplied by Customer-owned renewable generation at the Company's otherwise applicable rate schedule. The Customer may at their sole discretion choose to take service under the Company's standby or supplemental service rate, if available.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and Less than or Equal to 2 MW)
(Continued)*

-
13. Renewable Energy Certificates - Customers shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment. 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.
 14. Change of Ownership – This agreement shall not be assigned or transferred without prior written consent of the Company. Should there be a change in ownership; the Customer shall provide the Company with 30 day notice prior to the change. The Company will contact the new owner prior to the end of the 30 days in order to execute a new agreement. The new owner will not be entitled to operate the generator in parallel with the Company system or be net metered until a new agreement is executed by both parties. However, this agreement shall inure to the benefit of and binding upon the respective heirs, legal representatives, successors and assigns of the parties involved until a new agreement is executed.
 15. No Extension of Credit – In executing this agreement, the Company does not, nor should it be construed to extend credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this agreement.
 16. Applicability of Tariff – The Company's tariff and associated technical terms and abbreviations, general rules, regulations and standard electric service requirements are incorporated herein by reference. In the event that this tariff and the Interconnection Agreement is revised due to rule changes approved by the Florida Public Service Commission, the Company and the Customer agree to replace this agreement with an amended agreement that complies with the amended Florida Public Service Commission rules.
 17. Entire Agreement – This 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 agreement constitutes the entire agreement between the parties.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and less than or Equal to 2 MW)
(Continued)*

18. Termination – Upon termination of this agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove any additional kilowatt-hour meter and associated Company equipment. At the Customer’s expense, the Customer agrees to permanently isolate the Facility from the Company’s electric service grid. The Customer shall notify the Company within ten (10) business days that the isolation procedure has been completed.
19. Retail Purchase of Electricity - “Customer-owned renewable generation” means an electric generating system located on a Customer’s premise that is primarily intended to offset part or all of the Customer’s electricity requirements with renewable energy. The term “Customer-owned renewable generation” does not preclude the Customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions but does not include the retail purchase of electricity from the third party.
20. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense which the Company, its subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligations of this agreement. The Company agrees to indemnify and hold harmless the Customer, against any and all liability, loss, damage, cost or expense which the Customer may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company under the obligations of this agreement.
21. Communications, either emergency or routine, related to this agreement or operation of the installation shall be made to the following parties:

Company:

Customer:

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and Less than or Equal to 2 MW)
(Continued)*

22. Dispute Resolution – The Company and Customer may seek resolution of disputes arising out of this interpretation of this agreement pursuant to Rule 25-22.032, F.A.C., Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

IN WITNESS WHEREOF, the Customer and the Company execute this Agreement

this _____ day of _____, _____.

Title: _____

WITNESS:

FLORIDA PUBLIC UTILITIES COMPANY
COMPANY

By: _____

Title: _____

Date: _____

Date: _____

WITNESS:

CUSTOMER

By: _____

Title: _____

Date: _____

CONTRACTS AND AGREEMENTS

Container Corporation of America
Agreement dated December 15, 1992

ITT Rayonier, Inc., Fernandina Division
Agreement dated March 14, 2012



F. P. S. C. ELECTRIC TARIFF

~~THIRD~~FIRST REVISED VOLUME NO. III

OF

FLORIDA PUBLIC UTILITIES COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Communications concerning this Tariff should be addressed to:

Florida Public Utilities Company
208 Wildlight Avenue
Yulee, Florida 32097

Attn: Director of Regulatory Affairs

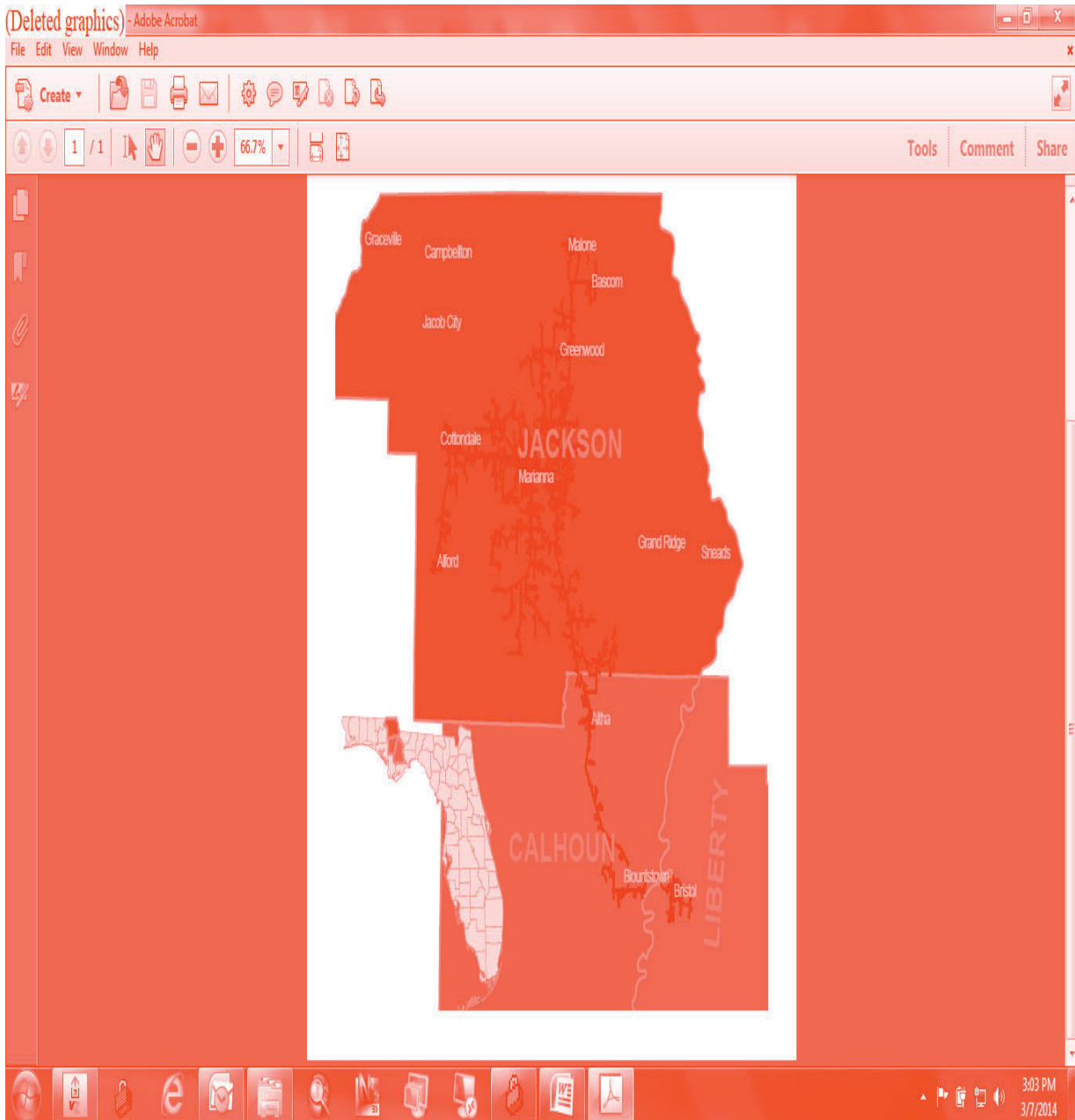
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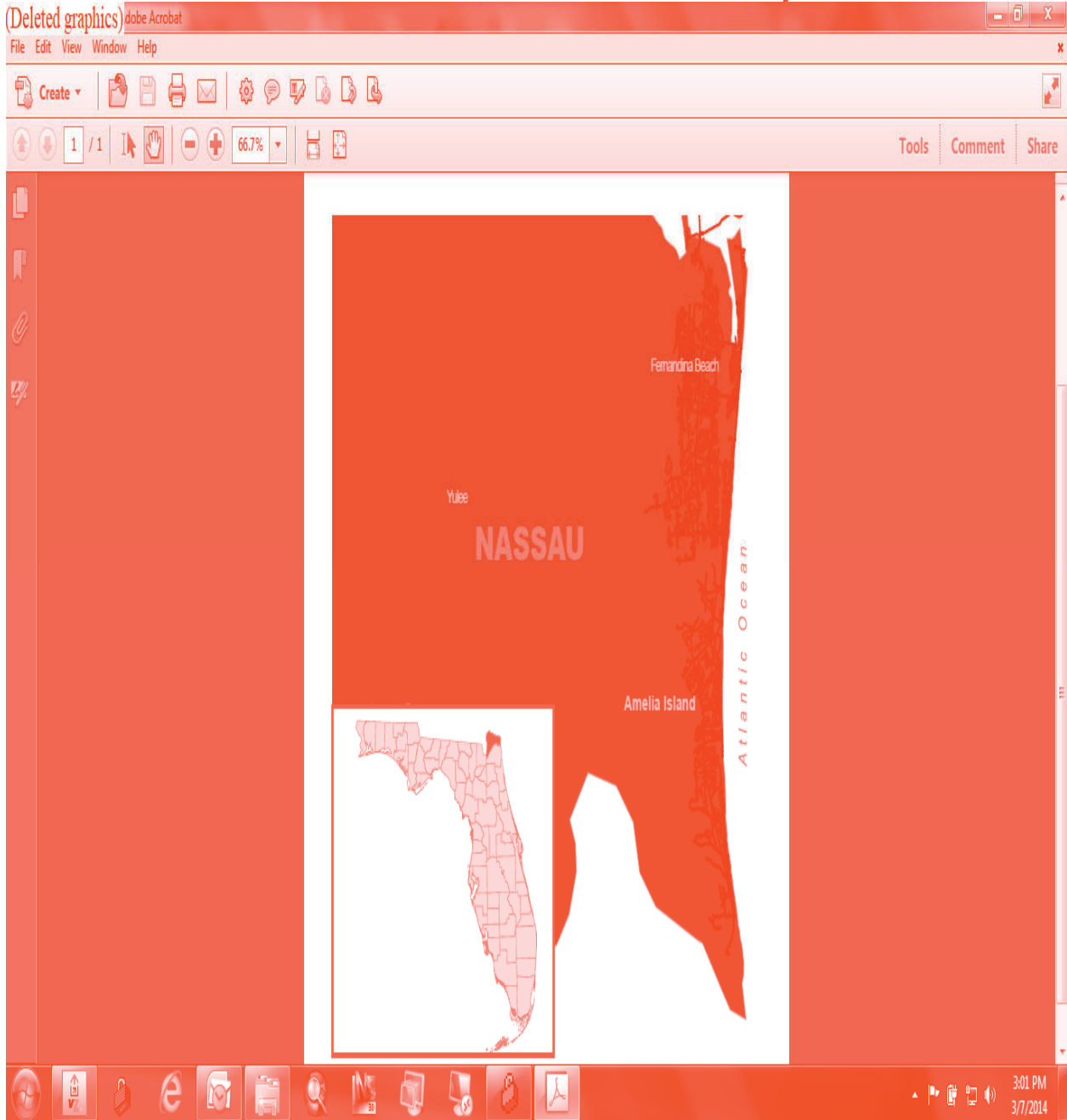
SYSTEM MAP

Northwest Florida Division System Map
Parts of Jackson, Calhoun County and Liberty Counties



SYSTEM MAP

**Northeast Florida Division Service Map
Amelia Island located in Nassau County**



~~TERRITORY SERVED~~

~~As indicated on the System Maps, two areas are served with electricity, both of which are located in the northern part of Florida.~~

~~The Northwest Florida Division serves various communities in Jackson, Calhoun and Liberty Counties.~~

~~The Northeast Florida Division serves Amelia Island, located in Nassau County.~~

MISCELLANEOUS GENERAL INFORMATION

Florida Public Utilities Company was incorporated under the Laws of Florida in 1924 and adopted its present corporate name in 1927.

It is principally engaged in the distribution and sale of natural gas; and electricity ~~and water~~. Its operations are entirely within the State of Florida.

The internet link to this Tariff is www.fpuc.com

~~The general~~General Florida office ~~of the Company~~ is located at:

208 Wildlight Avenue
Yulee, Florida 32097

Division offices are located at:

2825 Pennsylvania Avenue
Marianna, Florida 32446-4004

And

780 Amelia Island Parkway
Fernandina Beach, Florida 32034

Communications covering rates should be addressed to:

Florida Public Utilities Company
208 Wildlight Avenue
Yulee, Florida 32097

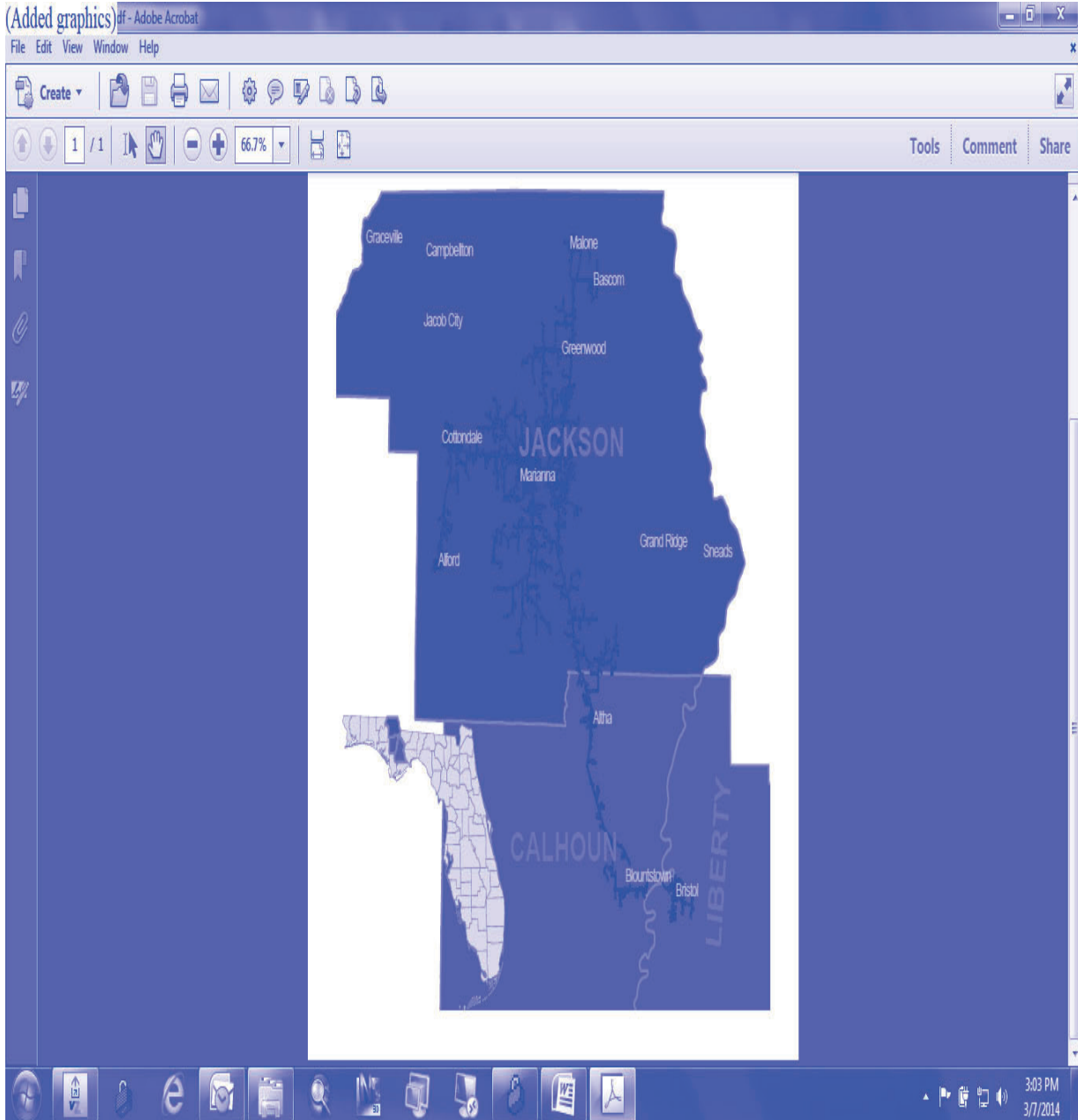
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Issued by: ~~Jeffrey M. Householder, CEO & President~~Jeffrey Sylvester, Chief Operating Officer

Effective: JAN-01-2023

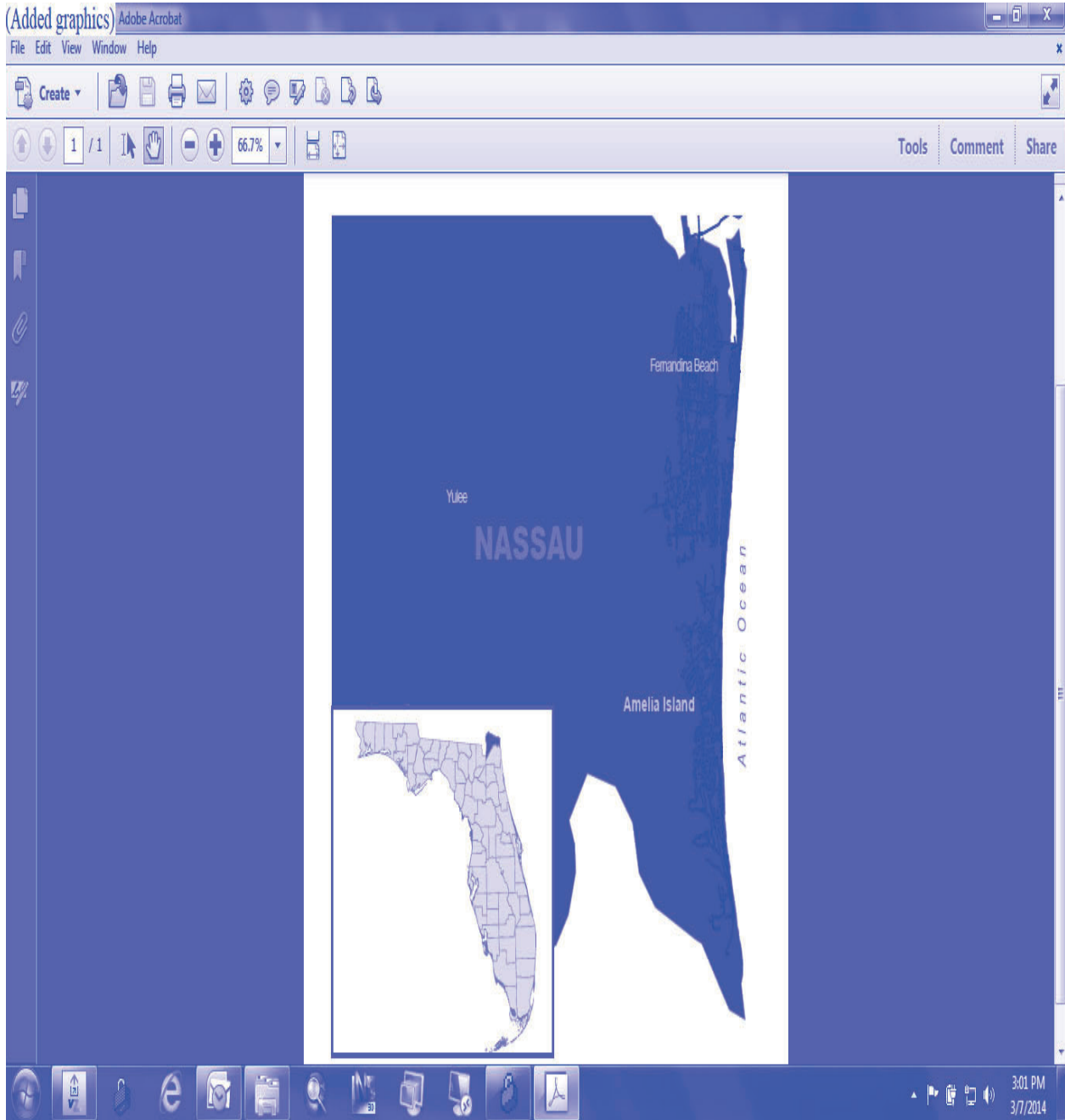
SYSTEM MAP

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Parts of Jackson, Calhoun County and Liberty Counties



SYSTEM MAP

Northeast Florida Division Service Map
Amelia Island located in Nassau County



TERRITORY SERVED

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TECHNICAL TERMS AND ABBREVIATIONS

When used in the rules and regulations or the rate schedules contained in this volume, the following terms shall have the meanings defined below:

- A. Company – Florida Public Utilities Company acting through its duly authorized officers or employees within the scope of their respective duties.
- B. Applicant – any person, firm, or corporation applying for electric service from the Company at one location.
- C. Customer – any person, firm, or corporation purchasing electric service at one location from the Company under Rules and Regulations of the Company.
- D. Service Classification
 - (1) Residential Service – service to Customer supplied for residential purposes in a single family dwelling unit or household. Residential service shall also apply to energy used in ~~commonly-owned~~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-owners’ benefit.
 - 2. None of the energy is used in any endeavor which sells or rents a commodity or provided service for a fee.
 - 3. Each point of delivery will be separately metered and billed.
 - 4. A responsible legal entity is established as the Customer to whom the Company can render its bills for said service.
 - (2) Commercial Service – service to Customers engaged in selling, servicing, warehousing, or distributing a commodity, in some business activity or in a profession, or in some form of economic or social activity (offices, stores, clubs, hotels, etc.) and for purposes that do not come directly under another classification of service. A premise which might otherwise, except for business activity conducted thereon, be entitled to Residential Service shall be classified as Commercial unless that portion of said premise use solely for residential purposes is metered separately.
 - (3) Industrial Service – service to Customers engaged in a process which creates or changes raw or unfinished material into another form or product. (Factories, mills, machine shops, mines, oil plants, refineries, creameries, canning, and packing plants, shipyards, etc., i.e., in extractive, fabricating, or processing activities.)

TECHNICAL TERMS AND ABBREVIATIONS (Continued)

- E. Service Line – all wiring between the Company’s main line or substation transformer terminals and the point of connection to Customers service entrance.
- F. Single Service – one set of facilities over which Customer may receive electric power.
- G. KW or Kilowatt – one thousand (1,000) watts.
- H. KWh or Kilowatt-hour – one thousand (1,000) watt-hours.
- I. Energy – current consumed, expressed in kilowatt-hours.
- J. BTU or British Thermal Unit – the amount of heat required to raise the temperature of one (1) pound of water one degree Fahrenheit (1°F) at sixty degrees Fahrenheit (60°F).
- K. Horsepower - the nameplate rating of motors or its equivalent in other apparatus. For conversion purposes, one horsepower shall be considered as equivalent to 0.75 kilowatts.
- L. Candlepower – one-tenth of the manufacturer’s rating in lumens.
- M. Connected Load – sum of the ratings of the electric power consuming apparatus connected to the installation or system, or part of either, under consideration.
- N. Demand – the load at the terminals of an installation or system averaged over a specified period of time. Demand is expressed in kilowatts, kilovolt-amperes, or other suitable units.
- O. Power Factor – ratio of kilowatts to kilovolt-amperes.
- P. Month – the period between any two (2) regular readings of Company’s meters at approximately thirty (30) day intervals.

RESERVED FOR FUTURE USE

INDEX OF RULES AND REGULATIONS

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RULES AND REGULATIONS

Applicable to Electric Service and Electric Rate Schedules

1. General

Company shall furnish service under its rate schedules and these Rules and Regulations as approved from time to time by the Florida Public Service Commission and in effect at this time. These Rules and Regulations shall govern all service except as specifically modified by the terms and conditions of the rate schedules or written contracts. Copies of currently effective Rules and Regulations are available at the office of Company.

Unless otherwise specifically provided in any applicable rate schedule or in a contract by or with Company, the term of any agreement shall become operative on the day the Customer's installation is connected to Company's facilities for the purpose of taking electric energy and shall continue for a period of one (1) year and continuously thereafter until cancelled by three (3) or more days' notice by either party.

2. Application for Service

An application for service will be required by Company from each Applicant. Such application shall contain the information necessary to determine the type of service desired and the conditions under which service will be rendered. If necessary, the application or contract for service shall be in writing.

The application or depositing of any sum of money by the Applicant shall not require company to render service until the expiration of such time as may be reasonable required by Company to determine if Applicant has complied with the provisions of these Rules and Regulations and as may reasonably be required by Company to install the required facilities.

3. Election of Rate Schedules

Optional rates are available for certain classes of ~~customers~~Customers. These optional rates and the conditions under which they are applicable are set forth in Company's rate schedules.

Upon application for service or upon request, Applicant or Customer shall elect the applicable rate schedule best suited to his requirements. Company will assist in making such election but does not guarantee that Customers will be served under the most favorable rate schedule at all times. Company shall not be held

RULES AND REGULATIONS (Continued)

3. Election of Rate Schedules (Continued)

responsible to notify Customers of the most favorable rates schedule and will not refund the difference in charge under different rate schedules to the same class of service.

Upon notification of any material changes in Customer's installation or load conditions, Company will assist in determining if a change in rates is desirable, but unless required by substantial changes in the Customer's installation, not more than (1) such change in rates will be made within any twelve (12) month period.

Company will require a written contract with special guarantee from Applicants whose characteristics of load would require excessive investment in facilities of whose requirements for service are of a special nature.

4. Customer Deposits

A. Deposit Required

Unless credit is ~~otherwise~~ established in accordance with Section 4B, the ~~customer~~Customer shall make a deposit. The amount of the deposit shall be calculated in conformity with the requirements of Section 366.05(1)(c), Florida Statutes, as follows:

- (1) For an existing account or premise, the total deposit may not exceed two (2) months of average actual charges, calculated by adding the monthly charges from the 12-month period immediately before the date any change in the deposit is sought, dividing this total by 12, and multiplying the result by 2. If the account or premise has less than 12 months of actual charges, the deposit shall be calculated by adding the available monthly charges, dividing this total by the number of months available, and multiplying the result by 2.
- (2) For a new service or premise request, the total deposit may not exceed two (2) months of projected charges, calculated by adding the 12 months of projected charges, dividing this total by 12, and multiplying the result by 2. Once the new ~~customer~~Customer has had continuous service for a 12-month period, the amount of the deposit shall be recalculated using actual data. Any difference between the projected and actual amounts must be resolved by the ~~customer~~Customer paying any additional amount that may be billed by the utility or the utility returning any overcharge.
- (3) A residential ~~customer~~Customer may request the amount of the initial deposit be billed and paid in even installments over a period of two (2) month's for deposit amounts between \$50 and \$150 and three (3) month's for deposits over \$150, which may be granted at the Company's discretion.

RULES AND REGULATIONS (Continued)

4. Customer Deposits (Continued)

B. Establishment of Credit

In lieu of a deposit, the Company may allow a prospective Customer to satisfactorily establish credit prior to the commencement of service by one of the following methods:

Residential:

- (1) Furnish a satisfactory guarantor to secure payment of bills for the service requested; such guarantor must be a ~~customer~~Customer of the Company with a satisfactory payment record. A guarantor's liability shall be terminated when a residential ~~customer~~Customer, whose payment of bills is secured by the guarantor, meets the requirements of Section 4C-Refund of Deposit. Guarantors providing security for payment of residential ~~customer's~~Customer's bills shall only be liable for bills contracted at the service address contained in the contract of guaranty; or
- (2) Furnish an irrevocable letter of credit from a bank equal to two (2) ~~month's~~months' average bills; or
- (3) Furnish a surety bond equal to two (2) ~~month's~~months' average bills; or
- (4) Pay a cash deposit.

Non-Residential:

- (1) Furnish a satisfactory guarantor to secure payment of bills for the service requested, such a guarantor need not be a ~~customer~~Customer of the Company; or
- (2) Furnish an irrevocable letter of credit from a bank equal to two (2) ~~month's~~months' average bills; or
- (3) Furnish a surety bond equal to two (2) ~~month's~~months' average bills; or
- (4) Pay a cash deposit.

RULES AND REGULATIONS (Continued)

4. Customer Deposits (Continued)

~~4. Customer Deposits (Continued)~~
C. Refund of Deposits

After a ~~eustomer~~Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the utility shall refund the residential ~~eustomer's~~Customer's deposits and shall, at its option either refund or pay the higher rate of interest specified below for nonresidential deposits, providing the ~~eustomer~~Customer has not, in the preceding 12 months, (a) made more than one late payment of a bill (after the expiration of 20 days from the date of mailing or delivery by the utility), (b) paid with a check refused by a bank, (c) been disconnected for non-payment, or at any time, (d) tampered with the meter, or (e) used service in a fraudulent or unauthorized manner. Company may, at its option, refund a deposit in less than 23 months.

D. Interest on Deposits

Two percent (2%) per annum interest will be credited to a Consumer's account annually in accordance with the current effective rules and regulations of the Commission. Three percent (3%) per annum will be credited annually on deposits of Residential Consumers qualifying under section (c) above when the company elects not to refund such a deposit after twenty-three (23) months. The Company shall credit annually three percent (3%) per annum on deposits of non-Residential Consumers qualifying for refund under Section (c) until the Commission sets a new interest rate applicable to the Company. No ~~eustomer~~Customer shall be entitled to receive interest on ~~his~~their deposit until and unless a ~~eustomer~~Customer relationship and the deposit have been in existence for a continuous period of six months, then ~~he~~Customer shall be entitled to receive interest for the day of the commencement of the ~~eustomer~~Customer relationship and the placement of deposit. Deposits shall cease to bear interest upon discontinuance of service.

E. New or Additional Deposits

Company may require, upon written notice to an existing ~~eustomer~~Customer of not less than 30 days, a deposit (including guaranty, letter of credit or surety bond) where previously waived or returned, or an additional deposit, in order to secure payment of current bills. Such notice for a deposit shall be separate and apart from any bill for service and shall explain the reason for the deposit; provided, however, that the total amount of the required deposit shall not exceed an amount equal to the average actual charges for service for two billing periods for the 12-month period immediately prior to the date of notice. The thirty (30) day notice shall not apply when service is being reestablished after discontinuance of service for non-payment. In the event the ~~eustomer~~Customer has had service for less than 12 months, then the Company shall base its new or additional deposit upon the average actual monthly billing available.

RULES AND REGULATIONS (Continued)

4. Customer Deposits (Continued)

F. Retention of Deposits

Retention by Company, prior to final settlement, of said deposit shall not be considered as a payment or part payment of any bill for service. Company shall, however, apply said deposit against unpaid bills for service. In such case, Customer shall be required to restore deposit to original amount.

G. Refund of Deposit When Service is Discontinued

Upon discontinuance of service, the deposit and accrued interest shall be credited against the final account and the balance, if any, shall be returned promptly to the ~~customer~~Customer, but in no event later than fifteen (15) days after service is discontinued.

RULES AND REGULATIONS (Continued)

5. Customer Facilities

Customer shall make or procure satisfactory conveyance to Company of all necessary easement and rights-of-way, including right of convenient access to Company's property, for furnishing adequate and continuous service or the removal of Company's property upon termination of service.

Customer should furnish Company a description of the load to be connected prior to wiring ~~his~~Customer's premises or purchasing any electric equipment. Company will then furnish ~~customer~~Customer such information as characteristics of service which is or will be available at the point of delivery.

All wiring and equipment beyond Company's meter and accessories thereto, necessary to utilize service furnished by Company, shall be installed by and belong to the Customer and be maintained at ~~his~~Customer's expense. Customer shall bring ~~his~~their wiring to a point of connection to Company's service lines at a location satisfactory to Company.

All wiring and electric equipment shall conform to the requirements of the National Electrical Code as adopted by Company and local ordinances, if any.

Company reserves the right to inspect and approve the installation of all wiring and equipment to utilize Company's service; but such inspection or failure to make inspection or the fact that Company may connect to such installation shall not make Company liable for any loss or damage which may be occasioned by the use of such installation or equipment used therefrom or of Company's service.

Customer shall install only such motors or other apparatus or appliances as are suitable for operation with the character of the service supplied by Company, and electric energy must not be used in such a manner as to cause detrimental voltage fluctuations or disturbances in Company's distribution system.

All apparatus used by Customer shall be of such type as to secure the highest practicable commercial efficiency, power factor and proper balancing of phases. Motors which are frequently started or motors arranged for automatic control must be equipped with controlling devices, approved by Company, to give maximum starting torque with minimum current flow.

RULES AND REGULATIONS (Continued)

6. Service Connections

A. General

Company reserves the right to designate the location of the point of connection, transformers and meters and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof. Applicant may request an alternation of such a designation but, if consented to by Company, the excess cost of such revised designation over and above the cost of the original Company design shall be borne by Applicant.

Company reserves the right to postpone to a more favorable season the extension of lines and connection of services during seasons of the year when climatic conditions would cause abnormally high construction costs.

B. Overhead Service in Overhead Zone

Customer's wiring must be brought outside the building wall nearest Company's service wires so as to be readily accessible thereto or to transformer terminals if located close to the wall. All connections between the service entrance and meter location shall comply with local ordinances and shall be in rigid conduit or cable approved by Company. Company will furnish, install and maintain the service conductors to the point of connection to Customer's facilities.

C. Underground Service in Overhead Zone

Customers desiring an underground service in an overhead zone may make application for service with the Company. The Company will install and own the underground service from the meter location to the pole from which connection is to be made, including the necessary run of cable or conduit up the side of the pole. The Customer will pay in advance to the Company the estimated difference in the cost of the underground service and or equivalent overhead service. [Underground service will be provided pursuant to F.A.C. 25-6115, Facility Charges for Conversion of Existing Overhead Investor Owned Distribution Facilities.](#)

D. Underground Service in Underground Residential Distribution Systems

The service connection to the building normally will be at the point of the building nearest the point at which the underground system enters the property to be served. If such service connection point on any building is more than seventy-five (75) feet, measured at right angles, from the serving property line, the Customer will pay the difference between an underground service and an equivalent overhead service for all service line in excess of seventy five (75) feet.

RULES AND REGULATIONS (Continued)

E. Underground Service in Underground Zone (Other Than Residential Areas)

Where service is supplied from an underground distribution system, at Company's choice, Company will provide and install the cable conduit or ducts from its manhole or street connection box or main feed lines in street to the property line adjoining the property to be served.

The Customer shall supply and install the cable conduit or ducts from the property line into the building, terminating said conduit or ducts inside the building wall at a point located by the Company inspector. The Customer shall make arrangements with the Company for Company to supply and install continuous run of cable conductors from the manhole or street connection box to the inside of the building wall. Customer shall be charged for materials, labor, and other expenses incurred from the portion of cable installed inside the building.

Where Company is required by governmental or other valid authority to install underground distribution, and abandon overhead distribution, Company shall not be required to bear any of the cost of making the necessary changes on Customer's premises. If, however, Company elects to change an existing Customer's service from overhead to underground, Company shall bear the cost of disconnecting the Customer's service from the overhead system and reconnecting it to the underground system unless such change is necessitated by a change in the Customer's requirements.

7. Line Extensions

A. Overhead Extensions

(1) Free Extensions

- (a) Company shall make extensions to or alterations in its facilities in accordance with Rule ~~25-6.115~~25-6.064 of Florida Public Service Commission, these Rules and Regulations and free of charge to provide service to an applicant or group of applicants located within the Company's service area when the estimated total non-fuel revenue for the first four (4) years from the Applicant or Applicants equals or exceeds the estimated cost of the necessary includable construction; provided, however, that the patronage or demand will be of such permanency as to warrant the expenditure involved.

RULES AND REGULATIONS (Continued)

- (2) Residential, commercial, industrial extensions
- (a) Company shall make underground extensions or alterations in its facilities in accordance with Rule 25-6.115 of Florida Public Service Commission and these Rules and Regulations to provide underground service to an applicant or group of applicants, within the Company's service area provided that the applicant, or group of applicants, pay the Company a contribution in aid of underground construction (CIAC)_{UG} in an amount equal to the estimated difference in cost to provide underground service instead of overhead service to the Applicant(s) plus the amount, if any, by which the estimated cost to provide an overhead service exceeds the maximum amount of no-charge construction (CIAC)_{OH} as determined in A(2) above.
- (b) The following formula shall be used to determine the contribution in aid of underground construction with all cost based on Rule ~~25-6.0342, FAC, Electric Infrastructure Storm Hardening~~[25-6.115, FAC, Facility Charges for Conversion of Existing Overhead Investor-owned Distribution Facilities](#) :
- (CIAC)_{UG} = (estimated cost to provide underground service facilities including distribution line, transformer, service drop and other necessary fixtures) minus (the estimated cost to provide service using overhead facilities) plus (CIAC)_{OH}.

RULES AND REGULATIONS (Continued)

8. Underground Electric Distribution Facility Charges

A. 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 this rule.
- (2) Commission: Florida Public Service Commission.
- (3) Cost Estimate: A non-refundable deposit charged an Applicant by the Company for the purpose of preparing a binding cost estimate of the amount required for the Company to construct or convert particular distribution facilities as underground.
- (4) Company: Florida Public Utilities Company.
- (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) High Density Subdivision: A subdivision having a density of six (6) or more dwelling units per acre.
- (8) Low Density Subdivision: A subdivision having a density of at least 1.5 dwelling units per acre but less than six (6) dwelling units per acre.
- (9) Overhead: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed above ground on supporting poles.
- (10) Underground: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed below or on the ground.

RULES AND REGULATIONS (Continued)

B. General

(1) Application

This tariff section applies to request for underground electric distribution facilities offered in lieu of overhead facilities. The installation of underground distribution lines in new residential subdivisions is not covered in this section of the tariff. These installations are covered under “Rules of the Florida Public Service Commission”, Chapter ~~25-6, Part V, “Rules for Residential Electric Underground Extensions~~[25-6115, “Facility Charges for Conversion of Existing Overhead Investor Owned Distribution Facilities”](#), and the Company’s “Rules and Regulations”, Item 7.

(2) Application 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 deposit and shall specify the following information:

- a. the area(s) being sought to be undergrounded
- b. a list of all electric ~~customers~~[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 assist the

RULES AND REGULATIONS (Continued)

C. Cost Estimate Deposits

(1) Non-Binding Cost Estimates

The Company will provide a non-binding cost estimate related to the request at no cost to the Applicant. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate.

(2) Binding Cost Estimates

Upon the payment of a non-refundable deposit, as specified below, the Company shall provide an applicant with a binding cost estimate specifying the facility charge required for the installation. The facility charge to be collected pursuant to a binding cost estimate from an applicant shall not be subject to increase or refund unless the project scope is enlarged or reduced, or the project is not completed at the request of the applicant.

The deposit shall be forfeited, and the binding cost estimate provided to an Applicant shall be considered expired, if the Applicant does not enter into a contract for the installation of the requested underground electric distribution within 180 days of delivery of the binding cost estimate by the Company. For good cause the Company may extend the 180 day time limit.

The deposit for a binding cost estimate, which approximates the engineering costs for underground facilities associated with preparing the requested estimate, shall be calculated as follows:

I. New Construction (Excluding New Residential Subdivisions)

<u>Facilities Classification</u>	<u>Deposit Amount</u>
Urban Commercial	\$3,715 <u>4,540</u> per overhead primary mile
Urban Residential	\$2,565 <u>3,555</u> per overhead primary mile
Rural Residential	\$1,946 <u>3,263</u> per overhead primary mile

II. Conversions

<u>Facilities Classification</u>	<u>Deposit Amount</u>
Urban Commercial	\$5,750 <u>6,815</u> per overhead primary mile
Urban Residential	\$4,511 <u>5,330</u> per overhead primary mile
Rural Residential	\$3,273 <u>4,895</u> per overhead primary mile
Low Density Subdivision	\$18.00 <u>64.00</u> per lot
High Density Subdivision	\$17.00 <u>42.00</u> per lot

The deposit must be paid to the Company to initiate the estimating process. The deposit will be applied in the calculation of the facility charge to be required for the installation of underground distribution facilities.

RULES AND REGULATIONS (Continued)

D. Construction Contract

(1) General

Upon acceptance by the Applicant of a 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 those other terms and conditions described ~~in Part~~ ~~(4)~~ below.

(2) Facilities Charge

The charge shall be calculated in accordance with the appropriate formula described below with all ~~costs~~ based on Rule ~~25-6.0342, FAC, Electric Infrastructure Storm Hardening~~ 25-6.115, FAC, Facility Charges for Conversion of Existing Overhead Investor-owned Distribution Facilities:

a. New Construction

Charge =

- Estimated cost of construction of underground facilities including underground service laterals to ~~eustomers~~ Customers' meters;
- Minus, estimated construction cost of overhead facilities including overhead service drops to ~~eustomers~~ Customers' meters;
- Minus, qualifying cost estimate deposit.

b. Conversion

Charge =

- Remaining 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 cost of construction of underground facilities including underground service laterals to ~~eustomers~~ Customers' meters;
- Minus, estimated construction cost of overhead facilities including overhead service drops to ~~eustomers~~ Customers' meters;
- Minus, qualifying cost estimated deposit.

RULES AND REGULATIONS (Continued)

E. Construction By Applicant

If agreed upon by 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 cost estimate.

F. Other Terms And Conditions

- (1) Easements: Easements satisfactory to both the Company and the Customer must be provided for by the Applicant prior to commencement of construction at no expense to the Company. Additional easements are not required when facilities are to be 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 and where underground electrical facilities are not prohibited. Where underground distribution facilities for serving more than one ~~customer~~Customer are located on private property, easements are required.

Secondary voltage underground facilities wholly within one property for the purpose of serving only one ~~customer~~Customer do not require easements. All primary voltage underground facilities require easements. Easements are not required for facilities in public rights-of-way.

RULES AND REGULATIONS (Continued)

- (2) 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 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, ~~pull box~~pull box, and switch locations.
- (3) 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 or other.
- (4) Other Joint Users on the Company Poles: Applicant must make arrangements with all other overhead utilities and third parties to remove their overhead facilities from the Company's poles prior to construction or to concurrently convert their facilities to underground or remove them at no cost to the Company. The Applicant shall produce, if requested by the Company, executed agreements with all joint users guaranteeing this requirement.
- (5) Affected Electric Customers: Applicant must make arrangements with all affected Company ~~customers~~Customers to, in a timely fashion, prepare their premises and service entrance for underground electrical service from the new underground distribution system. All ~~customers~~Customers affected by the undergrounding request must agree to accept underground service. This ~~customer~~Customer conversion will be at no cost to the Company.
- (6) Damage to Company's Underground Facilities: The Applicant shall be responsible to ensure 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 employ, but also to his subcontractors, and he shall be responsible for the full cost of repairing such damage.

RULES AND REGULATIONS (Continued)

9. Metering

Company will provide each Customer with a meter or meters for each applicable rate schedule.

Customer, acting jointly with Company, may install, maintain and operate at ~~his~~Customer's expense such check measuring equipment as desired provided that such equipment shall be so installed as not to interfere with operation of Company's equipment and that no electric energy shall be re-metered for resale to another or others.

Before installation and periodically thereafter, each meter shall be tested and adjusted using methods and accuracy limits prescribed or approved by the Florida Public Service Commission. Periodic test and inspection intervals shall not exceed the maximum period allowed by the Florida Public Service Commission.

If ~~on test~~upon testing the meter is found to be in error in excess of prescribed accuracy limits, fast or slow, the amount of refund or charge to the Customer shall be determined by methods prescribed or approved by the Florida Public Service Commission.

In the event of stoppage or failure of any meter to register, ~~customer~~Customer may be billed for such period on an estimated consumption based upon ~~his~~Customer's use of electric energy in a similar period of like use or on the basis of check meter readings, if available and accurate.

Meters in use shall be tested at the request of Customer and in his presence, if desired, provided only one (1) such test shall be made free of charge within a twelve (12) month period, and provided Customer shall pay the cost of any additional test within this period unless meter is shown to be inaccurate in excess of the tolerances set forth by the Florida Public Service Commission. If the ~~customer~~Customer requests a test more frequently, the ~~company~~Company may require a deposit, not to exceed \$50.00, to defray the cost of testing.

10. Billing and Collecting

Each Customer's meter will be read at regular intervals and bills will be rendered on a monthly basis or periodically in accordance with the terms of the applicable rate schedule. Bills will be rendered as soon as practical after determination of their amount and shall be due and payable at the office of Company within twenty (20) days after date of bill. Failure to receive a bill will not entitle Customer to any discount or to the omission of any charge for nonpayment within the time specified.

Partial Month:

Upon commencement of service less than fifteen (15) days prior to a regular monthly read date and when the service continues thereafter to the same Customer at the same address where the Customer is receiving service on monthly rate schedules, no bill will be rendered for service covering such period, but the charge for such period will be included in the bill rendered for the next succeeding monthly billing period.

RULES AND REGULATIONS (Continued)

10. Billing and Collecting (continued)

A separate bill will be rendered for each meter used by Customer unless, for the convenience of Company, multiple meters are used for measurement of the same class of service, in which case a bill will be rendered for the total amount registered by all meters. If Company, (as it may under unusual circumstances), permits more than one Customer to be served through one meter, the minimum bill and the first billing block kilowatt-hours of the applicable rate schedule shall be multiplied by the number of Customer so served and the number of kilowatt-hours in each succeeding block of the rate schedule shall be increased in the same proportion.

Billings in general will be based on meter readings but bills will be adjusted to compensate for errors in meter registration, in the reading thereof, or in the application of meter reading schedules to intervals five (5) days greater or lesser than a month. If the billing period is extended more than five (5) days, the Company will not apply the higher tiered rate if the Customer's higher usage is attributable to the extended billing period.

In case of tampering or unauthorized use, probable consumption will be billed as determined by the maximum quantity of electric energy estimated to have been consumed by the various appliances of Customer and a bill will be rendered for a period encompassing six (6) months prior to the detection of such abuse and /or disconnection for cause.

11. Customer's Liabilities

Company shall have the right to enter the premises of Customer at all reasonable hours for the purpose of making such inspection of Customer's installation as may be necessary for the proper application of Company's rate schedules and Rules and Regulations; for installing, removing, testing, or replacing its apparatus or property; for reading meters; and for the entire removal of Company's property in event of termination of service to Customer for any reason.

All property of Company installed in or upon Customer's premises used and useful in supplying service is placed there under Customer's protection. All reasonable care shall be exercised to prevent loss of or damage to such property and, ordinary wear and tear excepted, Customer will be held liable for any such loss of property or damage thereto and shall pay to Company the cost of necessary repairs or replacements.

~~Customer will be held responsible for breaking the seals, tampering or interfering with Company's meter or meters or other equipment of Company installed on customer's premises, and no~~ No one except employees of Company will be allowed to make any repairs or adjustments to any meter or other piece of apparatus belonging to Company except in case of emergency.

Unauthorized connections to, or tampering with the Company's meters, meter seals, or metering equipment or indications or evidence thereof, subjects the Customer to immediate discontinuance of service, prosecution under the laws of Florida, adjustment of prior bills for services rendered, a tampering penalty of \$500 for residential and non-demand general service customers and \$2,500 for all other customers, and liability for reimbursement to the Company for all extra expenses incurred on this account as a result thereof. The reimbursement for extra expenses incurred as a result of the investigation or as a result thereof shall be the actual amount of such extra expenses and shall be in addition to any charges for service rendered or charges for restoration of service as

provided elsewhere in these rules.

RULES AND REGULATIONS (Continued)

~~11.~~ 11. Customers Liabilities (continued)

Customer shall not materially increase load without first notifying Company and obtaining consent.

Company shall have the right, if necessary, to construct its poles, lines and circuits on Customer's property, and to place its transformers and other apparatus on the property or within the buildings of Customer, at a point or points convenient for such purpose and Customer shall provide suitable space for such installation.

12. Company's Liabilities

Company will use reasonable diligence in furnishing as uniform a supply of electric energy as practicable, except where rate schedules provide otherwise. Company may interrupt its service hereunder, however, for the purpose of making necessary alterations and repairs, but only for such time as may be reasonable or unavoidable, and Company shall give to those Customers it knows may be seriously affected, except in case of emergency, reasonable notice of its intention so to do, and shall endeavor to arrange such interruption so as to inconvenience Customer as little as possible.

Whenever Company deems an emergency warrants interruption or limitation in the service being rendered, such interruption or limitation shall not constitute a breach of contract and shall not render Company liable for damages suffered thereby or excuse Customer from further fulfillment of the contract.

In the event that the supply of electric energy shall be interrupted from causes other than the foregoing or force majeure and such interruption is due to the negligence of Company and Company is liable because thereof, that liability shall be limited to twice the amount which Customer would have paid for electric energy during the period of such interruption. However, Company shall not be liable to Customer for any loss, injury or damage resulting from use of Customer's equipment or from the use of electric service furnished by Company or from the connection of Company's facilities with Customer's wiring and appliances.

RULES AND REGULATIONS (Continued)

13. Force Majeure

Except for payment of bills due, neither the Company nor the Customer shall be liable in damage to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, unforeseeable or unusual weather conditions, washouts, arrests and restraint of rules and peoples, civil disturbances, explosions, breakage or accident to machinery or electric lines, temporary failure of electric supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act or omission of Company or Customer or any other person or concern not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

14. Discontinuance of Service

The Company reserves the right, but assumes no liability for failure so to do, to discontinue service to any Customer for cause as follows:

A. Without notice,

- (1) if a dangerous condition exists on Customer's premises in wiring or energy-consuming devices.
- (2) because of ~~a~~ fraudulent use of the service or tampering with Company's equipment.
- (3) upon request by Customer, subject to any existing agreement between Customer and Company as to unexpired term of service.

B. After five (5) working days' (any day on which the utility's business office is open and the U.S. Mail is delivered) notice in writing,

- (1) for nonpayment of bill for electric service.
- (2) when Company has reasonable evidence that Customer has been previously disconnected for nonpayment at present or other location and is receiving service for his own use under a different name in order to avoid past due payments to Company.

RULES AND REGULATIONS (Continued)

- (3) for refusal or failure to make a deposit or increase a deposit, when requested, to assure payment of bills.
 - (4) for a violation of these Rules and Regulations which Customer refuses or neglects to correct.
- C. Discontinuance of Service When That Service is Medically Essential:

For purposes of this section, a Medically Essential Service Customer is a residential ~~customer~~Customer whose electric service is medically essential, as affirmed through the certificate of a medical doctor ~~of medicine~~-licensed to practice in the State of Florida. Service is “medically essential” if the ~~customer~~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~~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~~Customer who is certified as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The Company may require certification no more frequently than 12 months.

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

RULES AND REGULATIONS (Continued)

No later than 12 noon one day prior to the scheduled disconnection of service of a Medically Essential Service Customer, the Company shall attempt to contact such ~~customer~~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~~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 PM 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 26-6.097(3) of the Florida Administrative Code.

In the event that a ~~customer~~Customer is certified as a Medically Essential ~~customer~~Customer, the ~~customer~~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 expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operation of the Company.

15. Reconnection of Service

When service shall have been discontinued for any of the reasons set forth in these Rules and Regulations, Company shall not be required to restore service until the following conditions have been met by the Customer:

- A. Where service was discontinued without notice,
- (1) The dangerous condition shall be removed and, if the Customer had been warned of the condition a reasonable time before the discontinuance and had failed to remove the dangerous condition, a reconnection fee shall be paid.
 - (2) all bills for service due Company by reason of fraudulent use or tampering shall be paid, a deposit to guarantee the payment of future bills shall be made, and a reconnection fee shall be paid.
 - (3) if reconnection is requested on the same premises after discontinuance, a reconnection fee shall be paid.

RULES AND REGULATIONS (Continued)

- B. Where service was discontinued with notice,
- (1) satisfactory arrangements for payment of all bills for service then due shall be made and a reconnection fee shall be paid.
 - (2) a satisfactory arrangement for the payment of bills then due under a different name shall be made and a reconnection fee shall be paid.
 - (3) a satisfactory guarantee of payment for all future bills shall be furnished and a reconnection fee shall be paid.
 - (4) the violation of these Rules and Regulations shall be corrected and a reconnection fee shall be paid.

The reconnection fee as required under items A and B above shall be as follows:

During Normal Business Hours	\$ 52.00 <u>70.00</u>
After Normal Business Hours	\$ 178.00 <u>325.00</u>

16. Termination of Service

Subject to any existing agreement between Customer and Company, if Customer wishes the electric service to be terminated, he shall give notice ~~at~~to the ~~office of the~~ Company at least three (3) days prior to the time that such termination shall become effective. Customer will be held liable both for any electric energy that may pass through the meter and safe custody of the Company's property until three (3) days after such notice shall have been given, provided that the meter and/or other movable equipment shall not have been removed within that time by the Company.

If Customer wishes Company's property to be removed, he shall give notice ~~at the office of~~to the Company at least ten (10) days prior to the time that such removal must be made.

RULES AND REGULATIONS (Continued)

17. Limitations of Supply

Company reserves the right, subject to regulatory authority having jurisdiction, to limit, restrict or refuse service that will result in additions to its distribution system and/or production capacity and/or alterations in its contractual requirements of supply from non-affiliated companies that may jeopardize service to existing Customers.

18. Temporary Service

The Company upon request will supply temporary service when ~~company's~~the Company's distribution system is ~~nearby~~near the requested location.

When the temporary service is to be ~~later~~ replaced later with a permanent service, the Company will install a service drop, meter and other facilities as may be necessary to the ~~customer's~~Customer's temporary service pole and remove same at the termination of temporary service. To recover the cost of installing and removing such temporary service, an advance of ~~\$230.00~~415.00 per service to the applicant will be applied. For underground temporary service using ~~customer~~Customer provided wire, an advance of ~~\$200.00~~250.00 per service will be required. Should the Company be required to install an additional pole, additional charges will apply. A pole with an overhead service will be an additional ~~\$395.00~~835.00, and a pole with an underground service will be an additional ~~\$560.00~~1,000.00.

When the temporary service will not be replaced by a permanent service or when the location is such that multiple temporary poles and/or extensive facilities are required, the Company will estimate the cost of installing and removing the temporary facilities and the advance charge to the applicant will be that cost estimate.

The rate schedule for temporary service shall be that which is applicable to the class of service for that ~~customer~~Customer.

19. Fees for Initial Connections

In addition to the deposit or suitable guarantee to cover the payment of bills as required by the Rules and Regulations, each Applicant or Customer shall pay an initial turn-on connection fee of ~~\$61.00~~125.00.

20. Re-establish or Make Change to Account

There shall be a charge to re-establish or change any account to which service is currently rendered under any of the Company' rate schedules in the amount of ~~\$26.00~~45.00. Should it be necessary, at the ~~customer's~~Customer's request, to disconnect and then reconnect the service to the account, the ~~customer~~Customer shall pay a temporary disconnect then reconnect fee in the amount of ~~\$65.00~~81.00.

RULES AND REGULATIONS (Continued)

21. Returned Check Charge

The service charge for each worthless check shall be determined in accordance with Section 68.065, Florida Statutes. As of October 1, 1996, Section 68.065, F.S., provided for a service charge of \$25.00, if the face value does not exceed \$50.00, \$30.00, if the face value exceeds \$50.00 but does not exceed \$300.00 and \$40.00, or 5 percent of the face amount of the check, whichever is greater if the face value exceeds \$300.00. Such service charge shall be added to the ~~customer's~~Customer's bill for electric service for each check dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the returned check charge.

22. Late Payment Charge

A bill shall be considered past due upon ~~the~~ expiration of twenty (20) days from the date of mailing or other delivery thereof by the Company. The balance of all past due charges for services rendered are subject to a Late Payment charge of 1.5% or \$5.00, whichever is greater, 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.

23. Measuring Customer Service

- A. All energy sold to ~~customer~~Customers, except that sold under flat rate schedule, shall be measured by commercially acceptable measuring devices owned and maintained by the Company, except where it is impractical to meter loads, such as street lighting, temporary or special installations, in which case the consumption may be calculated, or billed on demand or connected load rate or as provided in Company's filed tariff.
- B. When there is more than one meter at a location the metering equipment shall be so tagged or plainly marked as to indicate the circuit metered. Where similar types of meters record ~~difference~~different quantities, (kilowatt hours and relative power, for example), metering equipment shall be tagged or plainly marked to indicate what the meters are recording.
- C. Meters which are not direct reading shall have the multiplier plainly marked on the meter. All charts taken from recording meters shall be marked with the date of the record, the meter number, ~~customer~~Customer, and chart multiplier. The register ratio shall be marked on all meter registers. The watt-hour constant for the meter itself shall be placed on all watt-hour meters.
- D. Metering equipment shall not be set "fast" or "slow" to compensate for supply transformer or line losses.
- E. Individual electric metering by Company shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperatives, marinas, and trailer, mobile home and recreational vehicle parks for which construction is commenced after January 1, 1981. Individual electric meters shall not, however, be required:

(Continued on Sheet No. 36)

RULES AND REGULATIONS (Continued)

1. In those portions of a commercial establishment where the floor space dimensions or physical configuration of the units are subject to alteration, as evidenced by non-structural element partition walls, unless the utility determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;
2. For electricity used in central heating, ventilating and air conditioning systems, or electric back up service to storage heating and cooling systems;
3. For electricity used in specialized-use housing accommodations such as hospitals, nursing homes, living in facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities certified under chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, and similar facilities.
4. For separate, ~~specialy designated~~specialy designated areas for overnight occupancy at trailer, mobile home and recreational vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means.
5. For new and existing time-share plans, provided that all of the occupancy units which are served by the master meter or meters are committed to a timeshare plan as defined in Section 721, Florida Statutes, and none of the occupancy units are used for permanent occupancy. When a time-share plan is converted from individual metering to master metering, the ~~customer~~Customer must reimburse the utility for the costs incurred by the utility for the conversion. These costs shall include, but not be limited to, the undepreciated cost of any existing distribution equipment which is removed or transferred to the ownership of the ~~customer~~Customer, plus the cost of removal or relocation of any distribution equipment, less the salvage value of any removed equipment.

For purpose of this rule:

1. "Occupancy unit" means that portion of any commercial establishment, single and multi-unit residential building, or trailer, mobile home or recreational vehicle park, or marina which is set apart from the rest of such facility by clearly determinable boundaries as described in the rental, lease, or ownership agreement for such unit.
- ~~2.~~ "Time-sharing plan" means any arrangement, plan, scheme or similar device, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license, or right-to-use agreement or by any other means,

RULES AND REGULATIONS (Continued)

whereby a purchaser, in exchange for a consideration, receives a right to use accommodations or facilities, or both, for a specific period of times less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than three years.

RULES AND REGULATIONS (Continued)

3. The construction of a new commercial establishment, residential building, marina, or trailer, mobile home or recreational vehicle park shall be deemed to commence on the date when the building structure permit is issued.
 4. The individual metering requirement is waived for any time sharing facility for which construction was commenced before December 23, 1982, in which separate occupancy units were not metered in accordance with subsection (5) (a).
 5. “Overnight Occupancy” means use of an occupancy unit for a short term such as per day or per week where permanent residency is not established.
 6. The term “cost” as used herein means only those charges specifically authorized by the electric utility’s tariff, including but not limited to the ~~eustomer~~Customer, energy, demand, fuel, and conservation charges made by the Company plus applicable taxes and fees to ~~eustomer~~Customer of record responsible for the master meter payments. The term does not include late payment charges, returned check charges, the cost of distribution system behind the master meter, the cost of billing, and other such costs.
- F. Where individual metering is not required under Subsection (E) and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering, may be used by ~~eustomer~~Customer of record or the owner of such facility solely for the purpose of allocating the cost of the electricity billed by the Company.
- G. Any fees or charges allocated by ~~eustomer~~Customer of record for electricity billed to ~~eustomer’s~~Customer’s account by Company, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the ~~eustomer~~Customer of record for no more than the ~~eustomer’s~~Customer’s actual cost of electricity.

(Continued on Sheet No. 38)

RULES AND REGULATIONS (Continued)

24. Miscellaneous Service Charges

A. Initial establishment of service	\$ 61.00 <u>125.00</u>
B. Re-establish or Change Account	\$ 26.00 <u>45.00</u>
C. Temporary disconnect then reconnect Service	\$ 65.00 <u>81.00</u>
D. Re-connect service after being disconnected for rule violation	
Normal Business Hours	\$ 52.00 <u>70.00</u>
After Normal Business Hours	\$ 178.00 <u>325.00</u>
E. Connect and then disconnect temporary Service	\$ 85.00 <u>135.00</u>
F. Collection Charge	\$ 16.00 <u>50.00</u>

INDEX OF RATE SCHEDULES

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*RATE SCHEDULE RS
RESIDENTIAL SERVICE*

Availability

Available within the territory served by the Company in Jackson, Calhoun and Liberty Counties and on Amelia Island in Nassau County.

Applicability

Applicable for service to a single family dwelling unit occupied by one family or household and for energy used in commonly-owned facilities in condominium and cooperative apartment buildings.

Character of Service

Single-phase service at nominal secondary voltage of 115/230 volts; three-phase service if available.

Limitations of Service

The maximum size of any individual single-phase motor hereunder shall not exceed five (5) horsepower.

The Company shall not be required to construct any additional facilities for the purpose of supplying three-phase service unless the revenue to be derived therefrom shall be sufficient to yield the Company a fair return on the value of such additional facilities.

Monthly Rate

Customer Facilities Charge:

~~\$16.95~~24.40 per ~~customer~~Customer per month

Base Energy Charge:

~~2.373~~3.419¢/KWH for usage up to 1000 KWH's/month

~~3.887~~5.60¢/KWH for usage above 1000 KWH's/month

Purchased Power Charges

Purchased power charges are adjusted by the Florida Public Service Commission, normally each year in January. For current purchased power costs included in the tariff, see Sheet Nos. ~~65~~7.021 & ~~66~~7.022.

Minimum Bill

The minimum monthly bill shall consist of the above Customer Facilities Charge.

(Continued on Sheet No. 41)

*RATE SCHEDULE RS
RESIDENTIAL SERVICE*

(Continued from Sheet No. 40)

Purchased Power Costs

See Sheet Nos. ~~65~~7.021 & ~~66~~7.022.

Conservation Costs

See Sheet Nos. ~~65~~7.021 & ~~66~~7.022.

Franchise Fee Adjustment

Customers taking service within franchise areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the ~~customer's~~Customer's pro rata share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the ~~customer~~Customer is located.

Budget Billing Program (optional)

An electing Customer's participation in the budgeted payment plan will be continuous unless the ~~customer~~Customer requests that participation in the plan be terminated or that Electric Service be terminated, or the Customer is delinquent in paying the budgeted payment amount and becomes subject to the collection action on the service account. At that time, the Customer's participation in the program will be terminated and the Customer shall settle their account with the Company in full. If a Customer requests to terminate participation in the program, but remains a Customer of the Company, the Customer shall pay any deferred debit balance with their next regular monthly bill, and any deferred credit balance shall be used to reduce the amount due for the next regular monthly bill. An electing ~~customer~~Customer may request that participation be terminated at any time, but once terminated by ~~customer~~Customer request or due to collection action, will be limited to a six (6) month waiting period before Customer may rejoin the Budget Billing Program.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to electric service.

RESERVED FOR FUTURE USE

RATE SCHEDULE GS
GENERAL SERVICE – NON DEMAND

Availability

Available within the territory served by the Company in Jackson, Calhoun and Liberty Counties
And on Amelia Island in Nassau County.

Applicability

Applicable to commercial and industrial lighting, heating, cooking and small power loads aggregating
25 KW or less.

Character of Service

Single or three-phase service at available standard voltage.

Limitations of Service

Service shall be at a single metering point.

Monthly Rate

Customer Facilities Charge:

~~\$27.85~~40.00 per ~~customer~~Customer per month

Base Energy Charge:

All KWH ~~2.903~~5.433¢/KWH

Purchased Power Charges

Purchased power charges are adjusted by the Florida Public Service Commission, normally each year in
January. For current purchased power costs included in the tariff, see Sheet Nos. ~~657.021~~ & ~~667.022~~.

Minimum Bill

The minimum monthly bill shall consist of the above Customer Facilities Charge.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of bill.

~~(Continued on Sheet No. 44)~~

*RATE SCHEDULE GS
GENERAL SERVICE – NON-DEMAND*

~~-(Continued from Sheet No. 43)~~

Purchased Power Costs

See Sheet Nos. ~~65~~7.021 & ~~66~~7.022.

Conservation Costs

See Sheet No. ~~65~~7.021 & ~~66~~7.022.

Franchise Fee Adjustment

Customers taking service within franchise areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the ~~customer's~~Customer's pro rata share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the ~~customer~~Customer is located.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to electric service.

RATE SCHEDULE GSD
GENERAL SERVICE – DEMAND

Availability

Available within the territory served by the Company in Jackson, Calhoun and Liberty Counties and on Amelia Island in Nassau County.

Applicability

Applicable to commercial, industrial and municipal service with a measured demand of 25 KW but less than 500 KW for three or more months out of the twelve consecutive months ending with the current billing period. Also available, at the option of the ~~customer~~ Customer, to any ~~customer~~ Customer with demands of less than 25 KW who agrees to pay for service under this rate schedule for a minimum initial term of twelve months.

Character of Service

Single or three-phase service at available standard voltage.

Limitations of Service

Service shall be at a single metering point at one voltage.

Monthly Rate

Customer Facilities Charge:

~~\$82.35~~ 138.99 per ~~customer~~ Customer per month

Demand Charge:

Each KW of Billing Demand \$~~4.49~~ 7.58/KW

Base Energy Charge

All KWH ~~0.547~~ 0.923¢/KWH

Purchased Power Charges

Purchased power charges are adjusted by the Florida Public Service Commission, normally each year in January. ~~For current purchased power costs included in the tariff, see Sheet Nos. 65 & 66.~~

Minimum Bill

The minimum monthly bill shall consist of the above Customer Facilities Charge plus the Demand Charge for the currently effective billing demand.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of bill.

Purchased Power Costs

See Sheet Nos. ~~65~~ 7.021 & ~~66~~ 7.022.

~~(Continued on Sheet No. 46)~~

*RATE SCHEDULE GSD
GENERAL SERVICE - DEMAND*

(Continued from Sheet No. 45)

Conservation Costs

See Sheet Nos. ~~65~~7.021 & ~~66~~7.022.

Franchise Fee Adjustment

Customers taking service within franchise areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the ~~customer's~~Customer's pro rata share of the amount the company is required to pay under the franchise agreement with the specific governmental body in which the ~~customer~~Customer is located.

Billing Demand

The billing demand in any month shall be the greatest of the following:

- (a) The highest fifteen-minute average load for the current month, as registered by a demand meter or indicator.
- (b) The highest fifteen-minute average load for the current month after adjustment for power factor, in accordance with the Power Factor Clause of this schedule.
- (c) For those ~~customers~~Customers electing to take service under this rate schedule in lieu of the otherwise applicable rate schedule the billing demand shall be as in either (a) or (b) above, but not less than 20 KW.

Terms of Service

Not less than one year.

Power Factor of Clause

The Company reserves the right to measure power factor and if it is less than ~~85~~90%, adjust the maximum demand for any month by multiplying the measured demand by ~~85~~90% and dividing by the actual power factor.

Transformer Ownership Discount

If the customer elects to take service at the available primary voltage and furnish and maintain any transformers required, the monthly demand charge will be reduced by ~~fifty-five~~fifty five (55) cents per kilowatt. Such customers will be metered at primary voltage and in recognition of estimated average transformation losses of 1% the KW and KWH measured units shall be multiplied by a factor of 0.99 for billing purposes.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to electric service.

*RATE SCHEDULE GSLD
GENERAL SERVICE-LARGE DEMAND*

Availability

Available within the territory served by the Company in Jackson, Calhoun and Liberty Counties and on Amelia Island in Nassau County.

Applicability

Applicable to commercial, industrial and municipal service with a measured demand of 500 KW but less than 5000 KW for three or more months out of the twelve consecutive months ending with the current billing period. Also available, at the option of the ~~customer~~ Customer, to any ~~customer~~ Customer with demands of less than 500 KW who agrees to pay for service under this rate schedule for a minimum initial term of twelve months.

Character of Service

Three-phase service at available standard voltage.

Limitations of Service

Service shall be at a single metering point at one voltage.

Monthly Rate

Customer Facilities Charge:

~~\$157.42~~ 265.69 per ~~customer~~ Customer per month

Demand Charge:

Each KW of Billing Demand ~~\$6.42~~ 10.84/KW

Base Energy Charge

All KWH ~~0.254~~ 0.429¢/KWH

Purchased Power Charges

Purchased power charges are adjusted by the Florida Public Service Commission, normally each year in January. ~~For current purchased power costs included in the tariff, see Sheet No. 65 & 66.~~

Minimum Bill

The minimum monthly bill shall consist of the above Customer Facilities Charge plus the Demand Charge for the currently effective billing demand.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of bill.

Purchased Power Costs

See Sheet No. ~~65~~ 7.021 & ~~66~~ 7.022.

~~(Continued on Sheet No. 48)~~

*RATE SCHEDULE GSLD
GENERAL SERVICE-LARGE DEMAND*

(Continued from Sheet No. 47)

Conservation Costs

See Sheet Nos. ~~65~~7.021 & ~~66~~7.022.

Franchise Fee Adjustment

Customers taking service within franchise areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the ~~customer's~~Customer's pro rata share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the ~~customer~~Customer is located.

Billing Demand

The billing demand in any month shall be the greatest of the following:

- (d) The highest fifteen-minute average load for the current month, as registered by a demand meter or indicator.
- (e) The highest fifteen-minute average load for the current month after adjustment for power factor, in accordance with the Power Factor Clause of this schedule.
- (f) For those ~~customers~~Customers electing to take service under this rate schedule in lieu of the otherwise applicable rate schedule the billing demand shall be as in either (a) or (b) above, but not less than 400 KW.

Terms of Service

Not less than one year.

Power Factor of Clause

The Company reserves the right to measure power factor and if it is less than ~~85~~90%, adjust the maximum demand for any month by multiplying the measured demand by ~~85~~90% and dividing by the actual power factor.

Transformer Ownership Discount

If the customer elects to take service at the available primary voltage and furnish and maintain any transformers required, the monthly demand charge will be reduced by fifty five (55) cents per kilowatt. Such customers will be metered at primary voltage and in recognition of estimated average transformation losses of 1% the KW and KWH measured units shall be multiplied by a factor of 0.99 for billing purposes.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to electric service.

[Link-to-previous setting changed from off in original to on in modified.]

Issued by: ~~Jeffrey M. Householder, President~~Jeffrey Sylvester, Chief Operating Officer

Effective: ~~NOV-01-2014~~

~~RATE SCHEDULE GSLDT-EXP
GENERAL SERVICE-LARGE DEMAND
TIME OF USE (EXPERIMENTAL)~~

Availability

~~Available within the territory served by the Company in Jackson, Calhoun and Liberty Counties. This service is limited to a maximum of 3 customers. This Rate Schedule shall expire on February 8, 2015.~~

Applicability

~~Applicable to commercial, industrial and municipal service with a measured demand of 500 KW but less than 5000 KW for three or more months out of the twelve consecutive months ending with the current billing period. Also available, at the option of the customer, to any customer with demands of less than 500 KW who agrees to pay for service under this rate schedule for a minimum initial term of twelve months.~~

Character of Service

~~Single or three phase service at available standard voltage.~~

Limitations of Service

~~Service shall be at a single metering point at one voltage.~~

Monthly Rate

~~Customer Facilities Charge:~~

~~\$157.42 per customer per month~~

~~Demand Charge:~~

~~Each KW of Maximum Billing Demand \$6.42/KW~~

~~Base Energy Charge:~~

~~All KWH 0.254¢/KWH~~

Purchased Power Charges

~~Purchased power charges are adjusted by the Florida Public Service Commission normally each year in January. For current purchase power costs included in the tariff see sheet Nos. 65 & 66.~~

Minimum Bill

~~The minimum monthly bill shall consist of the above Customer Facilities Charge plus the Maximum Billing Demand Charge for the currently effective billing demands.~~

Terms of Payment

~~Bills are rendered net and are due and payable within twenty (20) days from date of bill.~~

Purchased Power Costs

~~See Sheet Nos. 65 & 66.~~

~~(Continued on Sheet No. 50)~~

*RATE SCHEDULE GSLD 1
GENERAL SERVICE - LARGE DEMAND 1*

Availability

Available within the territory served by the Company in Jackson, Calhoun, and Liberty Counties and on Amelia Island in Nassau County.

Applicability

Applicable to commercial and industrial services of ~~eustomers~~Customers contracting for at least 5,000 kilowatts of electric service.

Character of Service

Three-phase, 60 hertz, electric service delivered and metered at a single point at the available transmission voltage, nominally 69,000 volts or higher.

Monthly Base Rates

Customer Facilities Charge:	\$974.80 <u>1,242.99</u>
Base Transmission Demand Charge:	\$1.82 <u>2.88</u> /KW of Maximum/NCP Billing Demand
Excess Reactive Demand Charge:	\$0.44 <u>0.56</u> /kVar of Excess Reactive Demand

Purchased Power Charges ~~(See Sheet 52 for descriptions)~~

Purchased power charges are adjusted by the FPSC annually. Current purchased power rates are listed on Sheet Nos. 7.021 and 7.022. The Purchased Power Charges recover Energy and Demand Charges billed to FPUC by FPUC's Wholesale Energy Provider and Wholesale Cogeneration Provider including applicable line losses and taxes. ~~Purchased power charges are adjusted by the Florida Public Service Commission, normally each year in January. For correct purchased power charges included in the tariff, see Sheet No. 70 & 71. See Sheet Nos. 7.010 and 7.011 for the methodology used to determine purchased power rate and calculation to develop annual true-up calculations.~~

Minimum Bill

The minimum monthly bill is the sum of the Transmission Demand Charge and the Customer Charge plus any Purchased Power Charges attributed to Transmission Demand Fuel Charge.

Terms of Payment

Bills are rendered net and due and payable within twenty (20) days from date of bill.

Conservation Costs

~~See Sheet Nos. 65 & 66~~

Not applicable.

Franchise Fee Adjustment

Customers taking service within franchise areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the ~~eustomer's~~Customer's pro rata share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the ~~eustomer~~Customer is located.

*RATE SCHEDULE GSLD 1
GENERAL SERVICE-LARGE DEMAND 1*

(Continued from Sheet No. 50)

Coincident Peak (CP) Billing Demand

The CP Billing Demand in any month shall be the ~~customer's~~ Customer's greatest ~~fifteen-minute~~ one hour average load as registered by FPUC's demand meter coincident with the FPUC System Peak or the Wholesale Energy Providers System Peak for the purposes as described below:

- 1) FPUC System Peak for the purpose of determining the Generation Demand Fuel Charge. The demand may be adjusted to correct to 90% power factor based on billing from Wholesale Energy Provider.
- 2) FPUC System Peak for the purpose of determining the Excess Reactive Demand Charge.
- 3) Wholesale Energy Providers System Peak for the purpose of determining the Transmission Demand Fuel Charge. The demand may be adjusted to correct to 95% power factor based on billing from Wholesale Energy Provider.

Maximum Demand (Non-Coincident Peak (NCP) Billing Demand)

The Maximum Demand (NCP Billing Demand) (Transmission Demand Charge) in any month shall be the ~~customer's~~ Customer's greatest ~~fifteen-minute~~ one hour average load as registered by FPUC's demand meter, but not less than 5,000 KW. This will be used as the purchased power value for billing purposed during the year and will be trued-up annually.

Excess Reactive Demand

The Excess Reactive Demand in any month shall be any lagging kVar in excess of one-half of the CP Billing Demand in that month. For the purpose of determining the Excess Reactive Demand charge, the CP Billing Demand will be coincident with the FPUC System Peak.

Coincident Peak (CP) Generation Demand Fuel Charge (Purchased Power Charge)

The Generation Demand Fuel Charge recovers the Wholesale Energy Providers Demand Charge for Generation Services billed to FPUC including system line losses and applicable taxes. The charge is applied to the ~~customer's~~ Customer's CP Billing Demand coincident with the FPUC System Peak.

Transmission Contract Demand Fuel Charge (Purchased Power Charge)

The Transmission Demand Fuel Charge recovers the Wholesale Energy Providers Demand Charge for Transmission Services billed to FPUC including system line losses and applicable taxes. The charge is applied to the ~~customer's contracted capacity or the customer's~~ Customer's CP Billing Demand or cogeneration output coincident with the Wholesale Providers system Peak, whichever is higher.

Energy Charge (Purchased Power Charge)

The Energy Charge recovers the Energy Charge from the Wholesale Energy Provider and Wholesale Cogeneration Energy Provider including system line losses and applicable taxes.

Term of Service

Contract for service hereunder shall be for a period of not less than one year.

Terms and Conditions

Service under this rate schedule is subject to the Company's Rules and Regulations applicable to

*RATE SCHEDULE SB
STANDBY SERVICE*

(Continued from Sheet No. 52)

Minimum Bill

The minimum monthly bill shall consist of the above Customer Charge plus the Local Facilities charge for the currently effective Contract Demand.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of bill.

Conservation Costs

See Sheet Nos. 65 & 66.

Franchise Fee Adjustment

Customers taking service within franchise areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the customer's pro rate share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the customer is located.

Contract Demand

The Contract Demand shall be that KW demand as specified in the contract for service with the customer and shall represent the maximum demand that customer requires for backup and maintenance service. The specified Contract Demand shall not exceed the KW capacity of customer's generator. The Contract Demand level may be periodically renegotiated if required, but not more than once a year. In the event that customer's maximum measured 15 minute average load in any month exceeds the specified Contract Demand by an amount greater than five (5) percent, that maximum demand shall be used as the Contract Demand for billing of the Local Facilities Charge in the current month and the succeeding eleven (11) months.

CP Demand

The CP billing demand shall be the greater of the following:

- (b) The 15 minute average load for the current month, as measured by a demand meter, at the time of the Company's maximum demand for the current month at the substation serving the system to which the customer is connected.
- (c) Seventy five (75) percent of the maximum CP demand established in the preceding eleven (11) months.

(Continued on Sheet No. 54)

~~RATE SCHEDULE SB
STANDBY SERVICE~~

~~(Continued from Sheet No. 53)~~

Terms of Service

~~By written contract for an initial period of not less than five (5) years.~~

Power Factor Clause

~~The Company reserves the right to take service at the available primary voltage and furnish and maintain any transformers required, the local facilities charge will be reduced by the following amounts:~~

- ~~(a) For those customers who have contracted for standby service capacity of less than 500 KW—the GSD transformer ownership discount divided by the ratio of the 100% ratcheted KW to billing KW.~~
- ~~(b) For those customers who have contracted for standby service capacity of 500 KW or greater—the GSLD transformer ownership discount divided by the ratio of the 100 percent ratcheted KW to billing KW.~~

~~Such customers will be metered at primary voltage and in recognition of estimated average transformation losses of 1%, the KW and KWH measured units shall be multiplied by a factor of 0.99 for billing purposes.~~

Special Metering Requirements

~~Service under this rate schedule requires the use of time-of-day metering. Customer will be required to pay a one-time Contribution in Aid of Construction prior to the initiation of service equal to the difference in cost between that of the time-of-day meter and that of the otherwise standard meter. Company will notify customer of the amount of Contribution required prior to the execution of the contract for service. No Contribution will be required in the event customer has previously paid for the cost of time-of-day metering under the Company's cogeneration tariff and that same meter can be utilized without modification for metering under this Standby Service Rate Schedule.~~

Transfer to Full Requirements Service

~~In the event of changed circumstances in customer's operations or generating capabilities, customer may, on twelve (12) advance written notice to Company, transfer to the applicable full requirements rate schedule, provided however, that no such transfers shall be accepted as long as continued backup and maintenance service is required. Company may waive the 12-months notice requirement when the Company has in place facilities that will allow serving customer's full requirements.~~

Terms and Conditions

~~Service under this rate schedule is subject to the Company's Rules and Regulations applicable to electric service.~~

RESERVED FOR FUTURE USE

*RATE SCHEDULE LS
 LIGHTING SERVICE*

Availability

Available within the territory served by the Company in Calhoun, Jackson and Liberty Counties and on Amelia Island in Nassau County.

Applicability

Applicable to any ~~customer~~ Customer for non-metered outdoor lighting service.

Character of Service

Lighting service from dusk to dawn as described herein.

Limitations of Service

Service is limited to lighting by high-pressure sodium vapor, metal halide, or light emitting diode lamps mounted on ~~company~~ Company-owned poles as described herein. Company-owned facilities will be installed only on Company-owned poles.

Monthly Rate

When lighting fixtures are mounted on existing poles and served directly from existing overhead secondary distribution lines:

Type Facility	Lamp Lumens	Size Watts	KWH/Mo. Estimate	Facilities Charge	Maintenance* Charge	Energy Charge	Total Charge
<u>High Pressure Sodium Lights (CLOSED TO NEW CUSTOMERS)</u>							
Acorn	16,000	150	61	\$19.69 <u>25.18</u>	\$2.49 <u>3.18</u>	\$3.19 <u>4.08</u>	\$25.37 <u>32.44</u>
ALN 440	16,000	150	61	\$28.07 <u>35.90</u>	\$3.32 <u>4.25</u>	\$3.19 <u>4.08</u>	\$34.58 <u>44.23</u>
Amer. Rev.	9,500	100	41	\$9.66 <u>12.36</u>	\$3.29 <u>4.21</u>	\$2.15 <u>2.75</u>	\$15.10 <u>19.32</u>
Amer. Rev.	16,000	150	61	\$9.05 <u>11.57</u>	\$3.33 <u>4.26</u>	\$3.19 <u>4.08</u>	\$15.57 <u>19.91</u>
Cobra Head	9,500	100	41	\$7.25 <u>9.27</u>	\$2.11 <u>2.70</u>	\$2.15 <u>2.75</u>	\$11.51 <u>14.72</u>
Cobra Head	22,000	200	81	\$9.78 <u>12.51</u>	\$2.53 <u>3.24</u>	\$4.26 <u>5.45</u>	\$16.57 <u>21.20</u>
Cobra Head	28,500	250	101	\$11.63 <u>14.87</u>	\$3.33 <u>4.26</u>	\$5.30 <u>6.78</u>	\$20.26 <u>25.91</u>
Cobra Head	50,000	400	162	\$10.86 <u>13.89</u>	\$2.77 <u>3.54</u>	\$8.54 <u>10.92</u>	\$22.17 <u>28.35</u>
Flood	28,500	250	101	\$11.37 <u>14.54</u>	\$2.42 <u>3.10</u>	\$5.30 <u>6.78</u>	\$19.09 <u>24.42</u>
Flood	50,000	400	162	\$17.85 <u>22.83</u>	\$2.27 <u>2.90</u>	\$8.54 <u>10.92</u>	\$28.66 <u>36.65</u>
Flood	130,000	1,000	405	\$22.36 <u>28.60</u>	\$3.00 <u>3.84</u>	\$21.30 <u>27.24</u>	\$46.66 <u>59.68</u>
SP2 Spectra	9,500	100	41	\$24.81 <u>31.73</u>	\$3.10 <u>3.96</u>	\$2.15 <u>2.75</u>	\$30.06 <u>38.44</u>
<u>Metal Halide Lights (CLOSED TO NEW CUSTOMERS)</u>							
ALN 440	16,000	175	71	\$26.86 <u>34.35</u>	\$2.61 <u>3.34</u>	\$3.77 <u>4.82</u>	\$33.24 <u>42.51</u>
Flood	50,000	400	162	\$12.12 <u>15.50</u>	\$2.21 <u>2.83</u>	\$8.54 <u>10.92</u>	\$22.87 <u>29.25</u>
Flood	130,000	1,000	405	\$20.61 <u>26.36</u>	\$2.92 <u>3.73</u>	\$21.30 <u>27.24</u>	\$44.83 <u>57.33</u>
Shoebox	16,000	175	71	\$22.68 <u>29.01</u>	\$2.93 <u>3.75</u>	\$3.77 <u>4.82</u>	\$29.38 <u>37.58</u>
Shoebox	28,500	250	101	\$24.14 <u>30.88</u>	\$3.28 <u>4.20</u>	\$5.30 <u>6.78</u>	\$32.72 <u>41.86</u>
SP2 Spectra	9,500	100	41	\$24.62 <u>31.49</u>	\$3.00 <u>3.84</u>	\$2.15 <u>2.75</u>	\$29.77 <u>38.08</u>
Vertical Shoebox	130,000	1,000	405	\$25.45 <u>32.55</u>	\$3.32 <u>4.25</u>	\$21.30 <u>27.24</u>	\$50.07 <u>64.04</u>

-(Continued on Sheet No. 57)

*RATE SCHEDULE LS
 LIGHTING SERVICE*

<u>Light Emitting Diode Lights</u>				<u>Charges</u>			
<u>Type</u>	<u>Lamp Lumens</u>	<u>Size Watts</u>	<u>Est. KWH/Mo.</u>	<u>Facilities</u>	<u>Maintenance</u>	<u>Energy</u>	<u>Total</u>
50W Outdoor Light (100W Equivalent)	5,682	50	17	\$8.42	\$2.66	\$1.14	\$12.22
50W Cobra Head (100W Equivalent)	5,944	50	17	\$10.63	\$3.31	\$1.14	\$15.08
82W Cobra Head (200W Equivalent)	9,600	82	28	\$9.95	\$3.11	\$1.88	\$14.94
130W Cobra Head (250W Equivalent)	14,571	130	45	\$9.91	\$3.10	\$3.02	\$16.03
210W Cobra Head (400W Equivalent)	28,653	210	72	\$17.33	\$5.05	\$4.83	\$27.21
26W American Revolution Decorative (100W Equivalent)	2,650	26	9	\$9.95	\$3.48	\$0.60	\$14.03
44W American Revolution Decorative (150W Equivalent)	4,460	44	15	\$9.86	\$3.44	\$1.01	\$14.31
90W Acorn Decorative (150W Equivalent)	10,157	90	31	\$14.25	\$4.75	\$2.08	\$21.08
60W Post Top Decorative (150W Equivalent)	7,026	60	21	\$25.25	\$7.99	\$1.41	\$34.65
80W Flood (250W Equivalent)	12,500	80	27	\$13.81	\$4.35	\$1.82	\$19.98
170W Flood (400W Equivalent)	24,000	170	58	\$13.81	\$4.35	\$3.90	\$22.06
150W Flood (350W Equivalent)	20,686	150	52	\$13.81	\$4.35	\$3.49	\$21.65
290 W Flood (1,000W Equivalent)	38,500	290	100	\$13.81	\$4.35	\$6.71	\$24.87
82W Shoe Box (175W Equivalent)	20,500	23	276	\$12.14	\$4.34	\$1.87	\$18.35
131W Shoe Box (250W Equivalent)	17,144	131	45	\$13.71	\$4.59	\$3.02	\$21.32

(Continued from Sheet No. 56)

<u>Type</u>	<u>Lamp Lumens</u>	<u>Size Watts</u>	<u>KWH/Mo. Estimate</u>	<u>Facilities Charge</u>	<u>Maintenance* Charge</u>	<u>Energy Charge</u>	<u>Total Charge</u>
<u>Light Emitting Diode Lights</u>							
Cobra Head	5,682	50	17	\$6.58	\$2.08	\$0.89	\$9.55
Cobra Head	5,944	50	17	\$8.31	\$2.59	\$0.89	\$11.79
Cobra Head	9,600	82	28	\$7.78	\$2.43	\$1.47	\$11.68
Cobra Head	14,571	130	45	\$7.75	\$2.42	\$2.36	\$12.53
Cobra Head	28,653	210	72	\$13.55	\$3.95	\$3.78	\$21.28
Decorative	2,650	26	9	\$7.78	\$2.72	\$0.47	\$10.97
Decorative	4,460	44	15	\$7.71	\$2.69	\$0.79	\$11.19
Decorative	10,157	90	31	\$11.14	\$3.71	\$1.63	\$16.48
Decorative	7,026	60	21	\$19.74	\$6.25	\$1.10	\$27.09
Flood	12,500	80	27	\$10.80	\$3.40	\$1.42	\$15.61
Flood	24,000	170	58	\$10.80	\$3.40	\$3.05	\$17.24
Flood	20,686	150	52	\$10.80	\$3.40	\$2.73	\$16.93
Flood	38,500	290	100	\$10.80	\$3.40	\$5.25	\$19.45
Shoe Box	20,050	150	52	\$9.52	\$3.23	\$2.73	\$15.48

Issued by: Jeffrey M. Householder, President

Effective: MAY 03 2022

Shoe Box	17,144	131	45	\$10.72	\$3.59	\$2.36	\$16.67
Charges for other Company-owned facilities:							
1)	30' Wood Pole			\$4.82 <u>6.16</u>			
2)	40' Wood Pole Std			\$10.72 <u>13.71</u>			
3)	18' Fiberglass Round			\$9.98 <u>12.76</u>			
4)	13' Decorative Concrete			\$14.14 <u>18.09</u>			
5)	20' Decorative Concrete			\$16.41 <u>20.99</u>			
6)	35' Concrete Square			\$15.83 <u>20.25</u>			
7)	10' Deco Base Aluminum			\$18.56 <u>23.74</u>			
8)	30' Wood Pole Std			\$5.36 <u>6.86</u>			

For the poles shown above that are served from an underground system, the Company will provide up to one hundred (100) feet of conductor to service each fixture. The ~~customer~~Customer will provide and install the necessary conduit system to Company specifications.

Purchased Power Charges

Purchased power charges are adjusted annually by the Florida Public Service Commission. For current purchased power costs included in the tariff, see Sheet No. ~~65~~7.021 & ~~66~~7.022.

Minimum Bill

The above rates times the number of lamps connected.

~~(Continued on Sheet No. 58)~~

*RATE SCHEDULE LS
LIGHTING SERVICE*

~~(Continued from Sheet No. 57)~~

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of bill.

Purchased Power Costs

See Sheet No. ~~657.021~~ & ~~667.022~~.

Conservation Costs

See Sheet No. ~~657.021~~ & ~~667.022~~.

Franchise Fee Adjustment

Customers taking service within franchise areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the ~~customer's~~ Customer's pro rata share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the ~~customer~~ Customer is located.

Term of Service

Service under this rate schedule shall be by written contract for a period of five or more years.

Terms and Conditions

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to electric service.
2. The charges set forth above cover the initial installation of overhead lines, poles and fixture assembly including bracket, and the maintenance duty as limited to lamp renewals due to burn outs only, or the repair or replacement of equipment causing lamps not to be illuminated.

~~*~~—The Company will repair or replace malfunctioning lighting fixtures maintained by the company in accordance with Section 768.1382, Florida Statutes (2005). Maintenance duty to be undertaken by Florida Public Utilities Company is limited to lamp renewal due to burn outs only, or the repair or replacement of equipment causing lamps not to be illuminated. Such burnt out lamp replacements or repairs causing non-illumination of lamps will be performed only during regular daytime working hours as soon as practical after notification of the burn out or non-illumination conditions of the lamp by the ~~customer~~ Customer. The maintenance duties undertaken herein are expressly limited to our paying ~~customer~~ Customer and are not to be deemed to create a duty to the general public at large.

*RATE SCHEDULE OSL
 MERCURY VAPOR LIGHTING SERVICE
 (Closed To New Installations)*

(Continued from Sheet No. 58)

Availability

Available within the territory served by the Company in Calhoun, Jackson and Liberty Counties and on Amelia Island in Nassau County.

Applicability

Applicable to ~~customer~~ any Customer for mercury vapor lighting service.

Character of Service

Lighting service from dusk to dawn as described herein.

Limitations of Service

Service is limited to lighting by mercury vapor lamps of 7,000 or 20,000 initial level of lumens mounted on wood poles, as described herein.

Monthly Rate

When lighting fixtures are mounted on existing poles and served directly from existing overhead secondary distribution lines:

Lamp Size	KWH/Mo.	Facilities	Maintenance*	Energy	Total
<u>Lumens</u>	<u>Estimate</u>	<u>Charge</u>	<u>Charge</u>	<u>Charge</u>	<u>Charge</u>
7,000	72	\$1.39 <u>1.78</u>	\$1.24 <u>1.59</u>	\$3.70 <u>4.73</u>	\$6.33 <u>8.10</u>
20,000	154	\$1.53 <u>1.96</u>	\$1.32 <u>1.69</u>	\$7.95 <u>10.17</u>	\$10.80 <u>13.82</u>

For concrete or fiberglass poles and/or underground conductors, etcetera, the ~~customer~~ Customer shall pay a lump sum amount equal to the estimated differential cost between the special system and the equivalent overhead-wood pole system.

Purchased Power

Charges

Purchased power charges are adjusted by the Florida Public Service Commission, normally each year in January. For current purchased power costs included in the tariff, see Sheet Nos. ~~657.021~~ & ~~667.022~~.

Minimum Bill

The above rates times the number of lamps connected.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of bill.

(Continued on Sheet No. 60)

*RATE SCHEDULE OSL
MERCURY VAPOR LIGHTING SERVICE
(Closed To New Installations)*

(Continued from Sheet No. 59)

Purchased Power Costs

See Sheet No. ~~657.021~~ & ~~667.022~~.

Conservation Costs

See Sheet No. ~~657.021~~ & ~~667.022~~.

Franchise Fee Adjustment

Customers taking service within franchise areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the ~~customer's~~ Customer's pro rata share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the ~~customer~~ Customer is located.

Terms of Service

Service under this rate schedule shall be by written contract for a period of two or more years.

Terms and Conditions

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to electric service.
2. The charges set forth above cover the initial installation of overhead lines, poles and fixture assembly including bracket, and maintenance duty as limited including lamp renewals due to burn outs only, or the repair or replacement of equipment causing lamps not to be illuminated. Such burnt out lamp replacements or repairs causing non-illumination of lamps will be performed as soon as practical after notification of the burnt out lamp or non-illumination by patrols made by company personnel or the ~~customer~~ Customer. However, Company shall not be required to replace existing street lighting fixtures ~~which~~ for Customers receiving service under this rate.

- * The Company will repair or replace malfunctioning lighting fixtures maintained by the company in accordance with Section 768.1382, Florida Statutes (2005). Maintenance duty to be undertaken by Florida Public Utilities Company is limited to lamp renewal due to burn outs only, or the repair or replacement of equipment causing lamps not to be illuminated. Such burnt out lamp replacements or repairs causing non-illumination of lamps will be performed ~~on~~ during regular daytime working hours as soon as practical after notification of the burn out or non-illumination conditions of the lamp by the ~~customer~~ Customer. The maintenance duties undertaken herein are expressly limited to our paying ~~customer~~ Customer and are not to be deemed to create a duty to the general public at large.

*RATE SCHEDULE IS EXP
INTERRUPTIBLE (EXPERIMENTAL)*

Availability

Available within the territory served by the Company in Jackson, Calhoun and Liberty Counties. This service is limited to a maximum of 4 customers. This Rate Schedule shall expire on February 8, 2015.

Applicability

Applicable to customers eligible for Rate Schedule GSLD with a load factor equal to or exceeding 35% and who have executed a Special Contract approved by the Commission. The company reserves the right to limit the total load and type customer served under this rate. Accounts established under this rate will be limited to premises where the interruption will primarily affect the customer, its employees, agents, lessees, tenants and guests and will not significantly affect members of the general public nor interfere with functions performed for the protection of public health or safety.

Character of Service

Three phase service at available standard voltage.

Limitations of Service

Service shall be at a single metering point at one voltage. Interruptible service under this rate is subject to interruption during any On Peak time period that the Company elects to notify customer, with a minimum of two (2) hours notice, that the customer must fully interrupt taking electric power from the Company. The Company is limited to an On Peak period maximum of 200 hours of required interruption per year per customer.

Monthly Rate

Customer Facilities Charge:

\$157.42 per customer per month

Demand Charge:

Each KW of Billing Demand \$ 6.42/KW

Base Energy Charge:

All KWH 0.254¢/KWH

Purchased Power Charges

Purchased power charges are adjusted by the Florida Public Service Commission, normally each year in January. For current purchased power costs included in the tariff, see Sheet Nos. 65 & 66.

Minimum Bill

The minimum monthly bill shall consist of the above Customer Facilities Charge plus the Demand Charge for the currently effective billing demand.

Terms of Payment

Bills are rendered net and are due and payable within twenty (20) days from date of bill.

ECONOMIC DEVELOPMENT RIDER PROGRAM-EDRP

Availability:

This Economic Development Rate Program (the "Program") is available throughout the entire territory served by Florida Public Utilities Company. The Qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

Application:

This Program is applicable to new electric load associated with:

- (1) ~~(1)~~ Initial permanent service to new commercial and industrial establishments.
- (2) ~~(2)~~ Commercial or industrial space that has been vacant for more than six months prior to the application for service under the Program. Verification of vacancy will be established by evidence of no or minimal electric load during the time period in question.
- (3) ~~(3)~~ The expansion of existing establishments. For existing establishments, new load is the net incremental load above that which existed prior to approval for service under this Program.

The new load applicable under this Program for new and vacant establishments must be a minimum of 200 kW at a single delivery point. In the case of the expansion of existing facilities, the added new load must be a minimum of 100 kW, however, in order to qualify, the total load after the addition of the new load must be a minimum of 200 kW at a single delivery point. To qualify for service under this Program, the Customer must employ an additional work force of at least 10 full-time employees at the delivery point to which the load is added.

In order to take service under the Program, the Customer must provide sufficient evidence to Florida Public Utilities Company to establish that the availability of the Program is a significant factor in the Customer's location or expansion decision.

Initial application for this Program is not available to existing load. However, if a change in ownership occurs after the Customer contracts for service under this Program, the successor Customer may be allowed to fulfill the balance of the contract under the Program and continue the schedule of credits outlined below.

This Program is not available for load shifted from one establishment or delivery point on the Florida Public Utilities system to another on the Florida Public Utilities system.

~~(Continued on Sheet No. 63)~~

ECONOMIC DEVELOPMENT RIDER PROGRAM-EDRP (Continued)

Monthly Rate:

The rates and all other terms and conditions of the ~~eustomer's~~Customer's otherwise applicable rate schedule shall be applicable under this Program. A credit based on the percentages below will be applied to the demand charges and non-fuel (base) energy charges of the Customer's otherwise applicable rate schedule associated with the Customer's new load:

Year 1 - 20% reduction
Year 2 - 15% reduction
Year 3 - 10% reduction
Year 4 - 5% reduction
Year 5 - 0% reduction

The above credit will be deducted from the monthly electric bill as computed in accordance with the provisions of the Monthly Rate section of the ~~eustomer's~~Customer's applicable rate schedule before application of any discounts or adjustments. All other charges including the ~~eustomer~~Customer charge and energy conservation charge will be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD, GSLD, or GSLD1.

Term of service:

The Customer agrees to a five-year contract term. Service under this Program will terminate at the end of the fifth year. Florida Public Utilities Company may terminate service under this Program at any time if the Customer fails to comply with the terms and conditions of this Program. Failure to: 1) maintain the level of employment specified in the Customer's Service Agreement and/or 2) purchase from Florida Public Utilities the amount of load specified in the Customer's Service Agreement will be considered grounds for termination.

If Florida Public Utilities Company terminates service under the Program for the Customer's failure to comply with its provisions, or if the Customer opts to terminate service under the Program, the Customer will be placed on their applicable rate schedule with no future discounts or rate reductions.

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

~~(Continued on Sheet No. 64)~~

ECONOMIC DEVELOPMENT RIDE PROGRAM-EDRP

ECONOMIC DEVELOPMENT RIDER PROGRAM- EDRP

Service Agreement

The ~~customer~~ Customer is applying for service under the Economic Development Rate Program based upon new or expanded load as indicated below (Check one):

- New Load associated with a new commercial or industrial establishment
- New Load established in commercial or industrial space that has been vacant for more than six months
- Expanded Load associated with an existing establishment

CUSTOMER NAME _____

SERVICE ADDRESS _____

TYPE OF BUSINESS _____

The Customer hereto agrees as follows:

1. For new and vacant establishments, a minimum of 200 kW of measured demand must be added at a single delivery point.
2. For existing establishments that are expanding, a minimum of 100 kW of measured demand must be added at a single delivery point, and the total measured demand after the addition of the new load must be a minimum of 200 kW.
3. In all cases, the ~~customer~~ Customer must employ an additional work force of at least 10 full-time employees at the delivery point to which the load is added.
4. That the quantity of new or expanded load shall be 200KW of Demand.
5. The nature of this new or expanded load is _____
6. That in the case of a new ~~customer~~ Customer adding load to vacant facilities, the commercial/industrial space associated with the new load has been vacant for more than six months.
7. In case of early termination, the Customer shall repay Florida Public Utilities all of the credits provided under the Program to date.
8. To initiate service under this Program on _____, _____ and terminate service under this Program on _____, _____. This shall constitute a period of five years.
9. To provide verification that the availability for this Program is a significant factor in the Customer's location/expansion decision.
10. If a change in ownership occurs after the Customer contracts for service under this Program, the successor Customer may be allowed to fulfill the balance of the contract under the Program and continue the schedule of credits.
11. That in the case of new load established in a vacant facility to provide verification that there is no affiliation with any prior occupant.

Signed: _____ Accepted by: Florida Public Utilities Company

Title: _____ Title: _____

[Link-to-previous setting changed from off in original to on in modified.]

Issued by: ~~Jeffrey M. Householder, President~~ Jeffrey Sylvester, Chief Operating Officer
Effective: ~~NOV-01-2014~~

[Link-to-previous setting changed from off in original to on in modified.]

Issued by: ~~Jeffrey M. Householder, President~~ Jeffrey Sylvester, Chief Operating Officer
Effective: ~~NOV-01-2014~~

RATE ADJUSTMENT RIDER – NORTHWEST FLORIDA DIVISION

Applicability

Electric service under all rate schedules for the Northwest Florida Division, which specify that rates are subject to adjustment in accordance with the provisions of the Company's Rate Adjustment Rider.

Total Purchased Power Cost Recovery Clause

The total purchased power cost adjustment shall be applied to each kilowatt hour delivered and shall be computed in accordance with the formula prescribed by the Florida Public Service commission. The total purchased power cost adjustment for the period January 1, 2024 through December 31, 2024 is as follows:

<u>Rate Class</u>	<u>Rate Schedule</u>	<u>Levelized Adjustment</u>
Residential (1st 1000 KWH's)	RS	10.259¢ / KWH
Residential (above 1000 KWH's)	RS	11.509¢ / KWH
General Service	GS	10.637¢ / KWH
General Service-Demand	GSD	10.035¢ / KWH
Lighting Service	LS	8.180¢ / KWH
General Service-Large Demand	GSLD	9.772¢ / KWH
General Service-Large Demand 1	GSLD 1	Not Applicable At This Time

<u>Time of Use Rate Class</u>	<u>Rate Schedule</u>	<u>Levelized Adjustment</u>	
		<u>On-Peak</u>	<u>Off Peak</u>
Residential TOU	RST - EXP	18.659¢ / KWH	6.359¢ / KWH
General Service TOU	GST - EXP	14.637¢ / KWH	5.637¢ / KWH
General Service-Demand TOU	GSDT – EXP	14.035¢ / KWH	6.785¢ / KWH
General Service-Large Demand TOU	GSLDT – EXP	15.772¢ / KWH	6.772¢ / KWH
Interruptible TOU	IS – EXP	8.272¢ / KWH	9.772¢ / KWH

Energy Conservation Cost Recovery Clause

Each base energy rate per KWH of the above rate schedules for the period January 1, 2024 through December 31, 2024 shall be increased by 0.144 ¢/KWH of sales to recover conservation related expenditures by the Company. This adjustment is determined in accordance with the formula and procedures specified by the Florida Public Service Commission.

The Energy Conservation Cost Recovery Clause will not apply to the GSLD-1 rate class.

Tax Cost Recovery

There will be added to all bills rendered for electric service a proportionate share of all license fees and taxes imposed by any governmental authorities after November 1, 1946, to an extent sufficient to cover excess increased taxes or license fees.

RATE ADJUSTMENT RIDER – NORTHEAST FLORIDA DIVISION

Applicability

Electric service under all rate schedules for the Northeast Florida Division which specify that rates are subject to adjustment in accordance with the provisions of the Company's Rate Adjustment Rider.

Total Purchased Power Cost Recovery Clause

The total purchased power cost adjustment shall be applied to each kilowatt hour delivered and shall be computed in accordance with the formula prescribed by the Florida Public Service Commission. The total purchased power cost adjustment for the period January 1, 2024 through December 31, 2024 is as follows:

<u>Rate Class</u>	<u>Rate Schedule</u>	<u>Levelized Adjustment</u>
Residential (1 st 1000 KWH's)	RS	10.259¢ / KWH
Residential (above 1000 KWH's)	RS	11.509¢ / KWH
General Service	GS	10.637¢ / KWH
General Service –Demand	GSD	10.035¢ / KWH
General Service –Large Demand	GSLD	9.772¢ / KWH
Lighting Service	LS	8.180¢ / KWH
General Service Large Demand 1	GSLD 1	Generation Demand \$ 5.41/ KW* Transmission Demand \$ 2.91/ KW* Energy 7.12 ¢ / KWH*

*Estimated for informational purposes only,
Monthly rate will be billed at actual cost.

Energy Conservation Cost Recovery Clause

Each base energy rate per KWH of the above rate schedules for the period January 1, 2024 through December 31, 2024 shall be increased by 0.144 ¢ / KWH of sales to recover conservation related expenditures by the Company. This adjustment is determined in accordance with the formula and procedures specified by the Florida Public Service Commission.

[The Energy Conservation Cost Recovery Clause will not apply to the GSLD-1 rate class.](#)

Tax Recovery

There will be added to all bills rendered for electric service a proportionate share of all license fees and taxes imposed by any governmental authorities after January 1, 1945, to an extent sufficient to cover excess increased taxes or license fee.

NON-FIRM ENERGY PROGRAM NFEP-EXP (EXPERIMENTAL) - CLOSED

Availability

Available within the territory served by the Company in Jackson, Calhoun, and Liberty Counties and on Amelia Island in Nassau County. This service is limited to ~~customers~~ Customers in the GSLD1 or Standby rate class. The Rate Schedule is closed to new Customers and shall expire ~~with one year~~ within 90 days written notice by the Company to participating Customers and will expire in its entirety by September 1, 2025.

Applicability

Applicable to Customers which are self-generators with dispatchable generation and are eligible for Rate Schedule GSLD1 or Standby, or who have executed a Special Contract approved by the Commission. Eligible Customers would nominate, in accordance with the procedures outlined below, an amount of electric load they commit to purchase that is above and in addition to the Customer's established baseline. Non-Firm (NF) Energy nominations must be made in 1,000 KW increments and is currently limited to a minimum of 1,000 kW and maximum of 15,000 kW. The Customer is not obligated to nominate NF Energy for any specific period but must nominate a minimum of 1,500 MWh per year.

The default period for NF Energy nominations will be 7 days. Nominations for longer periods, e.g. monthly, will be made available when market conditions warrant. The same procedure for nominations and acceptance will apply to all periods. Customer may nominate NF Energy for on-peak hours, off-peak hours, or all hours. On-peak hours are Hour Ending (H.E.) 08:00 to H.E 23:00 weekdays and off-peak hours are H.E. 24:00 to HE 07:00 and all hours on weekends and established holidays. Times shown are Eastern Standard or Daylight Savings time. On-peak and off-peak hours are subject to change.

Once the Company confirms the Customer's nomination, the Customer is obligated to pay for all NF Energy nominated at the offered rate regardless of whether the Customer takes all NF Energy nominated for the month, unless recalled in accordance with NF Recall provisions.

Monthly Rate

The rates and all other terms and conditions of the Customer's otherwise applicable rate schedule shall be applicable under this program.

All NF Energy shall be charged at the hourly price, in \$/MWh, as offered by the Company. Once nominated by the Customer and accepted by the Company, the Customer is responsible to pay the full NF Energy Charge for the nomination period regardless of whether the Customer takes all NF Energy nominated for the month. Any purchases that exceed the combined total of the Customer's baseline and NF Energy nominations will be billed based on the Customer's otherwise applicable rate. The NF Energy charges are in addition to the charges based on the Customers otherwise applicable rate.

Monthly NF Administrative Charge:
\$0.00 per Customer per month

~~(Continued on Sheet No. 66.2)~~

NON-FIRM ENERGY PROGRAM NFEP-EXP (EXPERIMENTAL) - CLOSED

~~(Continued From Sheet No. 66.1)~~

Monthly NF Demand Charge:

\$0.00 per kW of NF demand

Monthly Rate

NF Energy Charge:

Amount as offered and accepted for each nomination

Monthly NF Demand

The Monthly NF Demand shall equal the maximum hour of NF Energy nominated by the Customer for the calendar month.

Minimum Monthly Bill

The Minimum Monthly Bill shall consist of the Monthly NF Administrative Charge plus applicable taxes and fees.

Term of Service

The Customer agrees to a minimum of 12 months of service under the Program. Service will continue thereafter until the Customer submits to the Company a written notice of termination. Service will discontinue at the end of the calendar month that notice of termination is received.

Nomination and Acceptance Procedure

1. By 10:00 AM each Friday, or when NF Energy is available, the Company will provide the Customer with NF Energy price quotations for the following period beginning 0:00 (midnight) the following Sunday (time period is Monday 00:00 – Sunday 24:00).
2. The Customer will submit a NF Energy nomination schedule to the Company by 2:00 PM of the same day that the offer is submitted.
3. NF Energy nominations are accepted once the Company confirms receipt of the nomination. The Company will then schedule delivery of the NF Energy, if any, beginning 0:00 (midnight) the following Sunday.

Nomination Recall Provisions:

Once accepted, nominations by Customer may only be withdrawn if a Force Majeure is declared. A Force Majeure may be declared by the Customer if the Customer's equipment suffers major failure such that the Customer is prevented from taking the NF Energy. In such case, the Customer will notify the Company's designated contact by approved method as soon as condition is known and the Company will attempt to withdraw the scheduled delivery of NF Energy. If possible ~~to do so~~, the Customer will no longer be responsible for purchasing the balance of NF Energy nominated during the event. Customer may declare Force Majeure a maximum of once per month.

Company may terminate NF Energy delivery at any time due to system emergencies or unusual pricing by notifying Customer of such termination, and Company has no obligation to deliver NF Energy.

STORM PROTECTION PLAN COST RECOVERY CLAUSE

Applicability

Electric service under all rate schedules.

Storm Protection Plan Cost Recovery Clause

The Storm Protection Plan Cost Recovery (SPPCRC) Factors shall be applied to the ~~customer's~~Customer's total kilowatt hour billed. This factor is designed to recover expenditures incurred by the Company related to the protection and hardening of the grid from storms and other extreme weather events. This adjustment is determined in accordance with the formula and procedures prescribed by the Florida Public Service Commission as set forth in Rule 25-6.031, F.A.C.

The total Storm Protection Plan Cost Recovery factors for the period January 1, 2024 through December 31, 2024 are as follows:

<u>Rate Schedule</u>	<u>SPP Factors per KWH</u>
Residential	0.4320¢ / KWH
General Service	0.4980¢ / KWH
General Service Demand	0.2730¢ / KWH
General Service Large Demand	0.1740¢ / KWH
Industrial/Standby	0.2930¢ / KWH
Lighting Service	2.6520¢ / KWH

STORM RECOVERY SURCHARGE

Hurricanes ~~Matthew and Irma~~Michael Surcharge:

Applicability:

Electric service under all rate schedules.

Description:

This surcharge is for recovery of storm costs and will be recovered ~~for the two years beginning April 2019~~from November 2020 through ~~March 2021~~December 2025.

Rate Class – GSLD-1 - \$190,208 total, annually to be allocated across the GSLD-1 rate class.

All other Rate Schedules - The surcharge of ~~-.1535~~1.280¢/ KWH will be applied to each kilowatt hour billed from ~~April 2019~~November 2020 through ~~March 2021~~December 2025.

[Link-to-previous setting changed from off in original to on in modified.]

Issued by: ~~Kevin Webber, President~~Jeffrey Sylvester, Chief Operating Officer

Effective: ~~NOV 01 2020~~

TECHNOLOGY COST RECOVERY RIDER - (TCRR)

Hurricanes Michael Surcharge Purpose:

The Technology Cost Recovery Rider (“TCRR”) is a fixed monthly charge per Customer premise for the purpose of recovering the cost of the Company’s new and updated technology costs. The Company shall record both projected and actual expenses and revenues associated with the purchase and implementation of the Company’s technology implementation plan.

Applicability:

~~Electric service under all~~ Applies to all Residential and Commercial rate schedules. Except as otherwise provided herein, each rate schedule listed below shall be increased or decreased to the nearest .01 dollar.

The TCRR cost recovery mechanism will be based on a projected twelve (12) month recovery period of January 1 to December 31. The Company will file the first TCRR rates with the Commission at least sixty (60) days before it goes into service and refile on an annual basis at least sixty (60) days prior to the January 1 effective date.

~~Description~~ Methodology for Cost Recovery for Technological Improvements:

~~This surcharge is for recovery of storm costs and will be recovered from November 2020 thru December 2025.~~

The costs used in the determination of the TCCR shall include the pre and post implementation capitalized expenses for the Company’s improvement. Specifically the rate(s) will include a) the capitalized cost of the system, b) less accumulated depreciation of the system, c) plus the unamortized regulatory asset and d) less accumulated deferred income tax (ADIT) for the Florida business unit, e) less the net retirement of the Company’s former system (including any other costs already recovered in current base rates. The total of these capitalized costs would then be multiplied by the most recently approved authorized rate of return with the equity portion grossed up for income taxes to determine the return on investment. This return would be added to a) the depreciation expense related to the asset, b) amortization of the regulatory asset over twenty (20) years, c) less any discontinued depreciation expenses associated with the former asset existing at retirement, this amount shall be based on that depreciation expense included in the Company’s base rates, d) plus any new expenses associated with the new system, e) less expenses that were discontinued and associated with the former system (and any other expenses already recovered in current base rates). The total of the return on investment and the costs outlined in (a) through (e) above, will be divided by the number of Customers (excluding any special contracts) in the projected recovery period to determine an annualized cost per Customer premise. This cost will be divided by the 12 months to get the monthly rate. The chart below outlines the methodology that will be used.

~~The surcharge of 1.280¢/KWH will be applied to each kilowatt hour billed from November 2020 through December 2025.~~

[Link-to-previous setting changed from off in original to on in modified.]

COST RECOVERY RIDER – (TCCR)

Methodology Continued

1	<u>Capitalized Costs</u>	=
2	<u>Less Accumulated Depreciation</u>	=
3	<u>Company Technology Asset</u>	=
4	<u>Less Retirement of Former System including any other costs already recovered in current base rates</u>	=
5	<u>Less ADIT</u>	=
6	<u>Total Balance Sheet Account Related to Technological Improvement</u>	= (Line 1 - Line 2 + Line 3 - Line 4 - Line 5)
7	<u>Multiply by the Most recent Approved Authorized Rate of Return with the Equity Portion Grossed Up for Taxes</u>	=
8	<u>Return on Capital Investment</u>	= (Line 6 x Line 7)
9	<u>Depreciation Expense</u>	=
10	<u>Amortization of the Regulatory Asset over 20 Years</u>	=
11	<u>Less Reduction in Depreciation Expense Related to the Retirement</u>	=
12	<u>Expenses related to the new system that are incremental to those in current base rates</u>	=
13	<u>Less Expenses discontinued from the former system and any other expenses already recovered in current base rates</u>	=
14	<u>Total Cost of the System</u>	= (Line 8 + Line 9 + Line 10 - Line 11 + Line 12 - Line 13)
15	<u>Customers projected for 1 year recovery period excluding special contracts</u>	=
16	<u>Rate per Customer per Year</u>	= (Line 14 / Line 15)
17	<u>Rate per Customer per Month</u>	= (Line 16 / Line 12)

The cost recovery factors for the period from the first billing cycle for the period of January _____ through the last billing cycle for December _____ as follows:

<u>Rate Schedule:</u>	<u>Monthly Charge/Customer</u>
<u>RS</u>	<u>To be determined</u>
<u>GS-ND</u>	<u>To be determined</u>
<u>GS-D</u>	<u>To be determined</u>
<u>GSLD</u>	<u>To be determined</u>
<u>GSLD-1</u>	<u>To be determined</u>
<u>LS</u>	<u>To be determined</u>

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~~Third Revised~~Original Volume No. ~~I~~ II
OSL
EDRP

To be determined
To be determined

[Link-to-previous setting changed from off in original to on in modified.]

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STANDARD FORMS
EXTENSION OF FACILITIES AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
EXTENSION OF FACILITIES AGREEMENT

This Agreement, executed in duplicate as of the _ day of _____, 20__, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the “Company”, party of the first part, and _____ hereinafter referred to as the “Customer”, party of the second part, witnesseth:

Whereas, the ~~eustomer~~Customer is desirous of securing an extension or increase of the facilities of the Company as hereinafter described; and whereas, the Company is willing to make such extension or increase;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Company will extend or increase its facilities as follows:

The Company will commence the extension or increase of its facilities forthwith after the execution of this Agreement and use its best efforts to complete the extension or increase of its facilities as soon as reasonably possible; provided, however, that the parties expressly agree that the Company shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or from any other hindrance or delay beyond the control of the Company.

2. To compensate the Company for the cost and expense of the aforesaid extension or increase of its facilities, the Customer simultaneously with the execution of this Agreement has paid to the Company the sum of \$_____, the receipt of which hereby is acknowledged by the Company. The parties agree that said sum was paid by the Customer to and received by the Company without the right of any rebate, credit, reduction or adjustment in favor of either party.

3. The parties agree that the Company shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Company shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other ~~eustomers~~Customers of the Company.

STANDARD FORMS
EXTENSION OF FACILITIES AGREEMENT (Continued)

4. After the extension or increase of the facilities described above, the Customer agrees that subject to all applicable terms, provisions, rights, duties and penalties, the Customer will in the usual manner and at the usual times pay for the utilities and services delivered to the Customer by means of the extended or increased facilities at the regular franchise or at special contract rates, whichever is applicable.

5. The parties agree that no representation, warranty, conditions or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this Agreement; and the parties agree further that this Agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Customer may not transfer or assign all or any part of this Agreement or any right which he may obtain hereunder without first obtaining the written consent of the Company.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

Customer _____

FLORIDA PUBLIC UTILITIES COMPANY

By _____
Title

By _____
Its Agent

STANDARD FORMS
DEPOSIT OF FACILITIES AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
DEPOSIT OF FACILITIES AGREEMENT

This Agreement, executed in duplicate as of the ____ day of _____, 20__, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the “Company”, party of the first part, and _____ hereinafter referred to as the “Customer”, party of the second part, witnesseth:

Whereas, the ~~customer~~ Customer is desirous of securing an extension or increase of the facilities of the Company as hereinafter described; and whereas, the Company is willing to make such extension or increase;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Company will extend or increase its facilities as follows:

The Company will commence the extension or increase of its facilities forthwith after the execution of this Agreement and use its best efforts to complete the extension or increase of its facilities as soon as reasonably possible; provided, however, that the parties expressly agree that the Company shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or from any other hindrance or delay beyond the control of the Company.

2. To compensate the Company for the cost and expense of the aforesaid extension or increase of its facilities in accordance with the Company’s Rules and Regulations for extensions, the Customer simultaneously with the execution of this Agreement has paid to the Company the sum of \$____, the receipt of which hereby is acknowledged by the Company. The parties agree that said sum was paid by the Customer to and received by the Company in accordance with the Company’s Rules and Regulations for service requiring extension of facilities within the service area of the Company in _____ County, Florida. The Company’s Rules and Regulations as filed with and approved by the Florida Public Service Commission are made a part of this Agreement.

3. The parties agree that the Company shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased

STANDARD FORMS
DEPOSIT OF FACILITIES AGREEMENT (Continued)

facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Company shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other ~~customers~~Customers of the Company.

4. After the extension or increase of the facilities described above, the Customer agrees that subject to all applicable terms, provisions, rights, duties and penalties, the Customer will in the usual manner and at the usual times pay for the utilities and services delivered to the Customer by means of the extended or increased facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.

5. The parties agree that no representation, warranty, conditions or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this Agreement; and the parties agree further that this Agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Customer may not transfer or assign all or any part of this Agreement or any right which he may obtain hereunder without first obtaining the written consent of the Company.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

Customer _____ FLORIDA PUBLIC UTILITIES COMPANY

By _____ By _____
Title Its Agent

*STANDARD FORMS / APPLICATION
INTERCONNECTION OF CUSTOMER-OWNED*

RENEWABLE GENERATION SYSTEMS APPLICATION
INTERCONNECTION OF CUSTOMER OWNED RENEWABLE
GENERATION SYSTEMS

TIER 1 – 10 KW or Less

TIER 2 – Greater than 10 KW and Less Than or Equal to 100 KW

TIER 3 – Greater than 100 KW and Less Than or Equal to 2 MW

Florida Public Utilities Company ~~customers~~Customers who install ~~customer-owned~~Customer-owned renewable generation systems and desire to interconnect those facilities with the FPUC electrical system are required to complete this application. This application can be obtained from the local FPU office or can be downloaded from the FPUC website (www.fpuc.com). When the completed application and fees are returned to FPUC, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. The Interconnection Agreements may be obtained at the local FPUC office. Details for interconnection agreements may be found as defined in Rule 25-6.065, Florida Administrative Code or within the Florida Public Utilities Company Interconnection Agreement.

1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

2. Facility Information

Facility Location: _____

FPUC Account Number (if available): _____

Manufacturers Name/Address: _____

Reference or Model Number: _____

Serial Number: _____

*INTERCONNECTION OF CUSTOMER-OWNED
RENEWABLE GENERATION SYSTEMS APPLICATION (Continued)*

3. Facility Rating Information

Gross Power Rating: _____ (“Gross power rating” means the total manufacturer’s AC nameplate generating capacity of an on-site ~~customer-owned~~Customer-owned renewable generation system that will be interconnected to and operate in parallel with the investor-owned utility’s distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC.

Fuel or Energy Source: _____

Anticipated In- Service Date: _____

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. There is no application fee for Tier 1 installations. The non-refundable application fee is \$350 for Tier 2 and Tier 3 installations.

5. Interconnection Study Fee

For Tier 3 installations that require an interconnection study, as determined by the Company, the Customer will pay \$2,000 prior to the initiation of the interconnection study. The total cost to the Customer will not exceed this amount. Should the actual interconnection study cost be less than \$2,000 the ~~customer~~Customer will be refunded the difference.

6. Required Documentation

Before the Interconnection Agreement may become effective, the Documentation listed in this Section must be provided to the Company by the Customer. The Documentation listed does not need to accompany the Application but must be received before the Interconnection Agreement will be executed by the Company.

- A. Documentation that the installation complies with:
 - 1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
 - 2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
 - 3. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- B. Documentation that the ~~customer-owned~~Customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Company system to ensure compliance with applicable local codes.
- C. Proof of general liability insurance for Tier 2 generators (\$1,000,000) or Tier 3 generators (\$2,000,000). Not required for Tier 1 generators.
- D. Copy of any lease agreements if the Customer is leasing facility from third party.

RESERVED FOR FUTURE USE

STANDARD FORMS
STANDARD INTERCONNECTION AGREEMENT - TIER 1

STANDARD INTERCONNECTION AGREEMENT FOR ~~CUSTOMER~~CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)

This agreement made and entered into as of this __ day of _____,
_____ by and between _____ hereinafter known at the “Customer” and
Florida Public Utilities Company hereinafter know as the “Company”. This agreement is made in
accordance with Florida Public Commission Rule 25-6.065 F.A.C., Interconnection and Net
Metering of Customer-Owned Renewable Generation and under the terms and conditions as
approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

1. The Customer’s renewable generation system is within the Company service territory and is located at:

and should be installed and operational by:

_____, _____.

2. Customer will ensure the installation will meet or exceed all requirements noted below, will provide the Company with reasonable notification prior to the operation of the system and will assist the Company in verifying that the installation complies with the agreement prior to operating in parallel with the Company’s electric system.

3. The Customer’s renewable generation system is described as follows:

- a. Equipment Manufacturers Name and Address:

- b. Manufacturers Reference Number, Serial Number, Type, Style, Model, Etc.

- c. Name Plate Rating (KW and Voltage):

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)
(Continued)*

4. Standard Interconnection Agreement Requirements – To qualify for expedited interconnection as a Tier 1 generator pursuant to Rule 25-6.065, F.A.C., the Facility must:
- (a) Comply with IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
 - (b) Comply with IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
 - (c) Comply with UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources.
 - (d) Have a Gross Power Rating that does not exceed 90% of the ~~customer's~~Customer's utility distribution service rating.
 - (e) Have a Gross Power Rating of 10 KW or less.
5. Customer Qualifications and Fees – The ~~eustomer~~Customer shall comply with the following to qualify as a Tier 1 generator pursuant to Rule 25-6.065, F.A.C.:
- (a) 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 listed in Section (4).
 - (b) Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section (5) (a) that performs the function of automatically isolating the ~~eustomer-owned~~Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
 - (c) Provided the ~~eustomer-owned~~Customer-owned renewable generation equipment complies with Sections (4) and (5) (a), (b), the Company shall not require further design review, testing, or additional equipment other than that provided for in Section (9).
 - (d) Tier 1 ~~eustomers~~Customers who request interconnection of ~~eustomer-owned~~Customer-owned renewable generation shall not be charged fees in addition to those charged to other retail ~~eustomers~~Customers without self-generation, including application fees.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)
(Continued)*

6. Inspection Requirements – Prior to operating the Customer system in parallel with Company’s electric system, the Customer will:
- (a) Have the ~~customer-owned~~Customer-owned renewable generation inspected and approved by local code officials prior to its operation in parallel with the Company system to ensure compliance with applicable local codes.
 - (b) Make provisions that permit the Company to inspect ~~customer-owned~~Customer-owned renewable generation and its component equipment, and the documents necessary to ensure compliance with Sections (4) and (5). The Customer shall notify the Company at least 10 days prior to initially placing ~~customer~~Customer equipment and protective apparatus in service, and the Company shall have the right to have personnel present on the in-service date. If the ~~customer-owned~~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 modifications at least 30 days prior to making the modifications.
 - (c) Provide for protection of the renewable generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company system in delivering and restoring power; and is responsible for ensuring that ~~customer-owned~~Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer’s instructions to ensure that it is operating correctly and safely.
7. Indemnity for Loss to Third Parties - The Customer shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the ~~customer-owned~~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.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)
(Continued)*

8. Customer Insurance Requirements – The Customer owning a Tier 1 generator is not required by rule to obtain general liability insurance for damage to persons or property as a result of the operation of the generator. However, the Company strongly recommends that a Tier 1 ~~eustomer~~Customer carry an appropriate level of liability insurance.
9. Manual Disconnect Switch - Inverter-based Tier 1 ~~eustomer-owned~~Customer-owned renewable generation systems shall be exempt from this requirement. However, the Company recommends that the Customer install, at the ~~eustomer's~~Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the ~~eustomer-owned~~Customer-owned renewable generation and any Customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single Company padlock. Should a main disconnect switch not be installed, removal of the electric meter and disconnection of electric service may be used to isolate the ~~eustomer~~Customer owned generation for the electric grid.
10. Disconnection From Customer System - The Company may open the manual disconnect switch pursuant to the conditions set forth below in (10) (a) – (10) (d), isolating the ~~eustomer-owned~~Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, the Company shall at the time of disconnection leave a door hanger notifying the Customer that their ~~eustomer-owned~~Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. The Company shall reconnect the ~~eustomer-owned~~Customer-owned renewable generation as soon as the condition necessitating disconnection is remedied.
- a. Emergencies or maintenance requirements on the Company's electric system;
 - b. Hazardous conditions existing on the Company system due to the operation of the Customer's generating 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 ~~eustomer-owned~~Customer-owned renewable generation as determined by the Company;
 - d. Failure of the Customer to maintain the required insurance coverage (if required).

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)
(Continued)*

11. Administrative Requirements

- (a) The Company shall maintain on its website a downloadable application for interconnection of ~~customer-owned~~Customer-owned renewable generation, detailing the information necessary to execute the Standard Interconnection Agreement. Upon request the Company shall provide a hard copy of the application within 5 business days.
- (b) Within 10 business days of receipt of the Customer's application, the Company shall provide written notice that it has received all documents required by the Standard Interconnection Agreement or indicate how the application is deficient. Within 10 business days of receipt of a completed application, the Company shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical inspection of the ~~customer-owned~~Customer-owned renewable generation necessary for the Company to confirm compliance with Sections (4) through (10).
- (c) The Standard Interconnection Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application.
- (d) The Customer must execute the Standard Interconnection Agreement and return it to the Company at least 30 calendar days prior to beginning parallel operations and within one year after the utility executes the Agreement. All physical inspections must be completed by the Company within 30 calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the inspection is delayed at the Customer's request, the Customer shall contact the utility to reschedule an inspection. The Company shall reschedule the inspection within 10 business days of the Customer's request.

12. Net Metering

- (a) The Company shall enable each ~~customer-owned~~Customer-owned renewable generation facility interconnected to the investor-owned utility's electrical grid pursuant to this rule to net meter.
- (b) The Company shall install, at no additional cost to the ~~customer~~Customer, metering equipment at the point of delivery capable of measuring the difference between the electricity supplied to the ~~customer~~Customer from the investor-owned utility and the electricity generated by the ~~customer~~Customer and delivered to the investor-owned utility's electric grid.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)
(Continued)*

12. Net Metering (continued)

- (c) Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.
- (d) The Company shall charge for electricity used by the ~~customer~~Customer in excess of the generation supplied by ~~customer-owned~~Customer-owned renewable generation in accordance with normal billing practices.
- (e) During any billing cycle, excess ~~customer-owned~~Customer-owned renewable generation delivered to the Company's electric grid shall be credited to the Customer's energy consumption for the next month's billing cycle.
- (f) Energy credits produced pursuant to Section (12) (e) shall accumulate and be used to offset the ~~customer's~~Customer's energy usage in subsequent months for a period of not more than twelve months. At the end of each calendar year, the Company shall pay the Customer for any unused energy credits at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (g) When a Customer leaves the system, that Customer's unused credits for excess kWh generated shall be paid to the Customer at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (h) Regardless of whether excess energy is delivered to the Company's electric grid, the ~~customer~~Customer shall continue to pay the applicable ~~customer~~Customer charge and applicable demand charge (if applicable) for the maximum measured demand during the billing period. The Company shall charge for electricity used by the Customer in excess of the generation supplied by ~~customer-owned~~Customer-owned renewable generation at the Company's otherwise applicable rate schedule. The Customer may at their sole discretion choose to take service under the Company's standby or supplemental service rate, if available.

13. Renewable Energy Certificates - Customers shall retain any Renewable Energy Certificates associated with the electricity produced by their ~~customer-owned~~Customer-owned renewable generation equipment. 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.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW OR LESS)
(Continued)*

14. Change of Ownership – This agreement shall not be assigned or transferred without prior written consent of the Company. Should there be a change in ownership; the Customer shall provide the Company with 30 day notice prior to the change. The Company will contact the new owner prior to the end of the 30 days in order to execute a new agreement. The new owner will not be entitled to operate the generator in parallel with the Company system or be net metered until a new agreement is executed by both parties. However, this agreement shall inure to the benefit of and binding upon the respective heirs, legal representatives, successors and assigns of the parties involved until a new agreement is executed.
15. No Extension of Credit – In executing this agreement, the Company does not, nor should it be construed to extend credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this agreement.
16. Applicability of Tariff – The Company’s tariff and associated technical terms and abbreviations, general rules, regulations and standard electric service requirements are incorporated herein by reference. In the event that this tariff and the Interconnection Agreement is revised due to rule changes approved by the Florida Public Service Commission, the Company and the Customer agree to replace this agreement with an amended agreement that complies with the amended Florida Public Service Commission rules.
17. Entire Agreement – This 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 agreement constitutes the entire agreement between the parties.
18. Termination – Upon termination of this agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove any additional kilowatt-hour meter and associated Company equipment. At the Customer’s expense, the Customer agrees to permanently isolate the Facility from the Company’s electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW or Less)
(Continued)*

19. Retail Purchase of Electricity - “Customer-owned renewable generation” means an electric generating system located on a ~~eustomer’s~~Customer’s premise that is primarily intended to offset part or all of the ~~eustomer’s~~Customer’s electricity requirements with renewable energy. The term “~~eustomer-owned~~Customer-owned renewable generation” does not preclude the ~~eustomer~~Customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions does not include the retail purchase of electricity from the third party.

20. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense which the Company, it subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligations of this agreement. The Company agrees to indemnify and hold harmless the Customer, against any and all liability, loss, damage, cost or expense which the Customer may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company under the obligations of this agreement.

21. Communications, either emergency or routine, related to this agreement or operation of the installation shall be made to the following parties:

Company:

Customer:

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 1 RENEWABLE GENERATION SYSTEMS (10 KW or Less)
(Continued)*

22. Dispute Resolution – The Company and Customer may seek resolution of disputes arising out of this interpretation of this agreement pursuant to Rule 25-22.032, F.A.C., Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

IN WITNESS WHEREOF, the Customer and the Company execute this Agreement this _____ day of _____, _____.

Title: _____

WITNESS:

FLORIDA PUBLIC UTILITIES COMPANY
COMPANY

By: _____

Title: _____

Date: _____

Date: _____

WITNESS:

CUSTOMER

By: _____

Title: _____

Date: _____

STANDARD FORMS
STANDARD INTERCONNECTION AGREEMENT – TIER 2

STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED TIER 2
RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)

This agreement made and entered into as of this ____ day of _____, _____ by and between _____ hereinafter known at the “Customer” and Florida Public Utilities Company hereinafter know as the “Company”. This agreement is made in accordance with Florida Public Commission Rule 25-6.065 F.A.C., Interconnection and Net Metering of Customer-Owned Renewable Generation and under the terms and conditions as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

1. The Customer’s renewable generation system is within the Company service territory and is located at:

and should be installed and operational by:

_____, _____.

2. Customer will ensure the installation will meet or exceed all requirements noted below, will provide the Company with reasonable notification prior to the operation of the system and will assist the Company in verifying that the installation complies with the agreement prior to operating in parallel with the Company’s electric system.

3. The Customer’s renewable generation system is described as follows:

a. Equipment Manufacturers Name and Address:

b. Manufacturers Reference Number, Serial Number, Type, Style, Model, Etc.

c. Name Plate Rating (KW and Voltage):

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

4. Standard Interconnection Agreement Requirements – To qualify for expedited interconnection as a Tier 2 generator pursuant to Rule 25-6.065, F.A.C., the Facility must:
- (a) Comply with IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
 - (b) Comply with IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
 - (c) Comply with UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources.
 - (d) Have a Gross Power Rating that does not exceed 90% of the ~~customer's~~ Customer's utility distribution service rating.
 - (e) Have a Gross Power Rating ~~of~~ greater than 10 KW and less than or equal to 100 KW.
5. Customer Qualifications and Fees – The ~~customer~~ Customer shall comply with the following to qualify as a Tier 2 generator pursuant to Rule 25-6.065, F.A.C.:
- (a) 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 listed in Section (4).
 - (b) Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section (5) (a) that performs the function of automatically isolating the ~~customer-owned~~ Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
 - (c) Provided the ~~customer-owned~~ Customer-owned renewable generation equipment complies with Sections (4) and (5) (a), (b), the Company shall not require further design review, testing, or additional equipment other than that provided for in Section (9).
 - (d) Tier 2 ~~customers~~ Customers who request interconnection of ~~customer-owned~~ Customer-owned renewable generation shall be charged a one-time non-refundable application fee of \$350.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

6. Inspection Requirements – Prior to operating the Customer system in parallel with Company’s electric system, the Customer will:
- (a) Have the ~~customer-owned~~Customer-owned renewable generation inspected and approved by local code officials prior to its operation in parallel with the Company system to ensure compliance with applicable local codes.
 - (b) Make provisions that permit the Company to inspect ~~customer-owned~~Customer-owned renewable generation and its component equipment, and the documents necessary to ensure compliance with Sections (4) and (5). The Customer shall notify the Company at least 10 days prior to initially placing ~~customer~~Customer equipment and protective apparatus in service and the Company shall have the right to have personnel present on the in-service date. If the ~~customer-owned~~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 modifications at least 30 days prior to making the modifications.
 - (c) Provide for protection of the renewable generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company system in delivering and restoring power; and is responsible for ensuring that ~~customer-owned~~Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer’s instructions to ensure that it is operating correctly and safely.
7. Indemnity for Loss to Third Parties - The Customer shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the ~~customer~~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.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

8. Customer Insurance Requirements – The Customer owning a Tier 2 generator is required by rule to obtain general liability insurance for personal and property damage in the amount of no less than one million dollars (\$1,000,000) as a result of the operation of the generator. Prior to parallel operation, the Customer shall provide initial proof of insurance or sufficient guarantee and proof of self insurance, evidencing the generator. The Customer shall continue to provide proof of continuing insurance within 30 days of any policy renewal.
9. Manual Disconnect Switch – Customer’s operating a Tier 2 generator shall install, at the ~~customer’s~~Customer’s expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the ~~customer-owned~~Customer-owned renewable generation and any Customer wiring connected to the Company’s system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single Company padlock.
10. Disconnection From Customer System - The Company may open the manual disconnect switch pursuant to the conditions set forth below in Sections (10) (a) – (10) (d), isolating the ~~customer~~Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, the Company shall at the time of disconnection leave a door hanger notifying the Customer that their ~~customer-owned~~Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. The Company shall reconnect the ~~customer-owned~~Customer-owned renewable generation as soon as the condition necessitating disconnection is remedied.
- Emergencies or maintenance requirements on the Company’s electric system;
 - Hazardous conditions existing on the Company system due to the operation of the Customer’s generating or protective equipment as determined by the Company;
 - Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company’s other electric consumers caused by the ~~customer-owned~~Customer-owned renewable generation as determined by the Company;
 - Failure of the Customer to maintain the required insurance coverage.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

11. Administrative Requirements

- (a) The Company shall maintain on its website a downloadable application for interconnection of ~~customer-owned~~Customer-owned renewable generation, detailing the information necessary to execute the Standard Interconnection Agreement. Upon request the Company shall provide a hard copy of the application within 5 business days.
- (b) Within 10 business days of receipt of the Customer's application, the Company shall provide written notice that it has received all documents required by the Standard Interconnection Agreement or indicate how the application is deficient. Within 10 business days of receipt of a completed application, the Company shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical inspection of the ~~customer-owned~~Customer-owned renewable generation necessary for the Company to confirm compliance with Sections (4) through (10).
- (c) The Standard Interconnection Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application.
- (d) The Customer must execute the Standard Interconnection Agreement and return it to the Company at least 30 calendar days prior to beginning parallel operations and within one year after the utility executes the Agreement. All physical inspections must be completed by the Company within 30 calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the inspection is delayed at the Customer's request, the Customer shall contact the utility to reschedule an inspection. The Company shall reschedule the inspection within 10 business days of the Customer's request.

12. Net Metering

- (a) The Company shall enable each ~~customer-owned~~Customer-owned renewable generation facility interconnected to the investor-owned utility's electrical grid pursuant to this rule to net meter.
- (b) The Company shall install, at no additional cost to the ~~customer~~Customer, metering equipment at the point of delivery capable of measuring the difference between the electricity supplied to the ~~customer~~Customer from the investor-owned utility and the electricity generated by the ~~customer~~Customer and delivered to the investor-owned utilities electric grid.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

12. Net Metering (continued)

- (c) Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.
- (d) The Company shall charge for electricity used by the ~~customer~~Customer in excess of the generation supplied by ~~customer-owned~~Customer-owned renewable generation in accordance with normal billing practices.
- (e) During any billing cycle, excess ~~customer-owned~~Customer-owned renewable generation delivered to the Company's electric grid shall be credited to the Customer's energy consumption for the next month's billing cycle.
- (f) Energy credits produced pursuant to Section (12) (e) shall accumulate and be used to offset the ~~customer's~~Customer's energy usage in subsequent months for a period of not more than twelve months. At the end of each calendar year, the Company shall pay the Customer for any unused energy credits at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (g) When a Customer leaves the system, that Customer's unused credits for excess kWh generated shall be paid to the Customer at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (h) Regardless of whether excess energy is delivered to the Company's electric grid, the ~~customer~~Customer shall continue to pay the applicable ~~customer~~Customer charge and applicable demand charge (if applicable) for the maximum measured demand during the billing period. The Company shall charge for electricity used by the Customer in excess of the generation supplied by ~~customer-owned~~Customer-owned renewable generation at the Company's otherwise applicable rate schedule. The Customer may at their sole discretion choose to take service under the Company's standby or supplemental service rate, if available.

13. Renewable Energy Certificates - Customers shall retain any Renewable Energy Certificates associated with the electricity produced by their ~~customer-owned~~Customer-owned renewable generation equipment. 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.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

14. Change of Ownership – This agreement shall not be assigned or transferred without prior written consent of the Company. Should there be a change in ownership; the Customer shall provide the Company with 30 day notice prior to the change. The Company will contact the new owner prior to the end of the 30 days in order to execute a new agreement. The new owner will not be entitled to operate the generator in parallel with the Company system or be net metered until a new agreement is executed by both parties. However, this agreement shall inure to the benefit of and binding upon the respective heirs, legal representatives, successors and assigns of the parties involved until a new agreement is executed.
15. No Extension of Credit – In executing this agreement, the Company does not, nor should it be construed to extend credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this agreement.
16. Applicability of Tariff – The Company’s tariff and associated technical terms and abbreviations, general rules, regulations and standard electric service requirements are incorporated herein by reference. In the event that this tariff and the Interconnection Agreement is revised due to rule changes approved by the Florida Public Service Commission, the Company and the Customer agree to replace this agreement with an amended agreement that complies with the amended Florida Public Service Commission rules.
17. Entire Agreement – This 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 agreement constitutes the entire agreement between the parties.
18. Termination – Upon termination of this agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove any additional kilowatt-hour meter and associated Company equipment. At the Customer’s expense, the Customer agrees to permanently isolate the Facility from the Company’s electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEM
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

19. Retail Purchase of Electricity - “Customer-owned renewable generation” means an electric generating system located on a ~~customer’s~~Customer’s premise that is primarily intended to offset part or all of the ~~customer’s~~Customer’s electricity requirements with renewable energy. The term “~~customer-owned~~Customer-owned renewable generation” does not preclude the ~~customer~~Customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third- party under terms and conditions but does not include the retail purchase of electricity from the third party.

20. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense which the Company, it subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligations of this agreement. The Company agrees to indemnify and hold harmless the Customer, against any and all liability, loss, damage, cost or expense which the Customer may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company under the obligations of this agreement.

21. Communications, either emergency or routine, related to this agreement or operation of the installation shall be made to the following parties:

Company:

Customer:

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEMS
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

22. Dispute Resolution – The Company and Customer may seek resolution of disputes arising out of this interpretation of this agreement pursuant to Rule 25-22.032, F.A.C., Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

IN WITNESS WHEREOF, the Customer and the Company execute this Agreement this _____ day of _____, _____.

Title: _____

WITNESS:

FLORIDA PUBLIC UTILITIES
COMPANY

By: _____

Title: _____

Date: _____

Date: _____

WITNESS:

CUSTOMER

By: _____

Title: _____

Date: _____

STANDARD FORMS
STANDARD INTERCONNECTION AGREEMENT - TIER 3

STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS (Greater than 100 KW and
Less than or Equal to 2 MW)

This agreement made and entered into as of this ____ day of _____,
_____ by and between _____ hereinafter known as the
“Customer” and Florida Public Utilities Company hereinafter know as the “Company”. This agreement is
made in accordance with Florida Public Commission Rule 25-6.065 F.A.C., Interconnection and Net
Metering of Customer-Owned Renewable Generation and under the terms and conditions as approved by
the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

1. The Customer’s renewable generation system is within the Company service territory and is located
at:

_____ and should be installed and operational by:

_____, _____.

2. Customer will ensure the installation will meet or exceed all requirements noted below, will provide
the Company with reasonable notification prior to the operation of the system and will assist the Company
in verifying that the installation complies with the agreement prior to operating in parallel with the
Company’s electric system.

3. The Customer’s renewable generation system is described as follows:

- a. Equipment Manufacturers Name and Address:

- b. Manufacturers Reference Number, Serial Number, Type, Style, Model, Etc.

- c. Name Plate Rating (KW and Voltage):

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and Less than or Equal to 2 MW)
(Continued)*

4. Standard Interconnection Agreement Requirements – To qualify for expedited interconnection as a Tier 3 generator pursuant to Rule 25-6.065, F.A.C., the Facility must:
 - (a) Comply with IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
 - (b) Comply with IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
 - (c) Comply with UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources.
 - (d) Have a Gross Power Rating that does not exceed 90% of the ~~eustomer's~~Customer's utility distribution service rating.
 - (e) Have a Gross Power Rating of greater than 100 KW and less than or equal to 2 MW.

5. Customer Qualifications and Fees – The ~~eustomer~~Customer shall comply with the following to qualify as a Tier 3 generator pursuant to Rule 25-6.065, F.A.C.:
 - (a) 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 listed in Section (4).
 - (b) Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section (5) (a) that performs the function of automatically isolating the ~~eustomer-owned~~Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
 - (c) Should the Company determine that an interconnection study is necessary; a charge based on actual costs of the study will be the responsibility of the ~~eustomer~~Customer. Prior to initiation of the study, \$2,000 (cost not to exceed \$2,000) will be paid by the ~~eustomer~~Customer. Should actual study cost be less than \$2,000, the difference will be refunded to the ~~eustomer~~Customer. Additionally, the ~~eustomer~~Customer will be responsible for cost associated with any modifications to the Company's system that is identified in the interconnection study.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and Less than or Equal to 2 MW)
(Continued)*

Any such charges shall not be assessed on the Customer without prior approval of the FPSC as per Rule 25-6.065(4) (h). This agreement will not be executed until the expansion or other work identified in the study has been completed and payment received.

- (d) Tier 3 ~~customers~~Customers who request interconnection of ~~customer-owned~~Customer-owned renewable generation shall be charged a one-time non-refundable application fee of \$350.
6. Inspection Requirements – Prior to operating the Customer system in parallel with Company’s electric system, the Customer will:
- (a) Have the ~~customer-owned~~Customer-owned renewable generation inspected and approved by local code officials prior to its operation in parallel with the Company system to ensure compliance with applicable local codes.
- (b) Make provisions that permit the Company to inspect ~~customer-owned~~Customer-owned renewable generation and its component equipment, and the documents necessary to ensure compliance with Sections (4) and (5). The Customer shall notify the Company at least 10 days prior to initially placing ~~customer~~Customer equipment and protective apparatus in service and the Company shall have the right to have personnel present on the in-service date. If the ~~customer-owned~~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 modifications at least 30 days prior to making the modifications.
- (c) Provide for protection of the renewable generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company system in delivering and restoring power; and is responsible for ensuring that ~~customer-owned~~Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer’s instructions to ensure that it is operating correctly and safely.
7. Indemnity for Loss to Third Parties - The Customer shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the ~~customer-owned~~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~~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.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and Less than or Equal to 2 MW)
(Continued)*

8. Customer Insurance Requirements – The Customer owning a Tier 3 generator is required by rule to obtain general liability insurance for personal and property damage in the amount of no less than two million dollars (\$2,000,000) as a result of the operation of the generator. Prior to parallel operation, the Customer shall provide initial proof of insurance or sufficient guarantee and proof of ~~self insurance~~self-insurance, evidencing the generator. The Customer shall continue to provide proof of continuing insurance within 30 days of any policy renewal.
9. Manual Disconnect Switch – Customer’s operating a Tier 3 generator shall install, at the ~~customer’s~~Customer’s expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the ~~customer-owned~~Customer-owned renewable generation and any Customer wiring connected to the Company’s system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single Company padlock.
10. Disconnection From Customer System - The Company may open the manual disconnect switch pursuant to the conditions set forth below in (10) (a) – (10) (d), isolating the ~~customer-owned~~Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, the Company shall at the time of disconnection leave a door hanger notifying the Customer that their ~~customer-owned~~Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. The Company shall reconnect the ~~customer-owned~~Customer-owned renewable generation as soon as the condition necessitating disconnection is remedied.
- a. Emergencies or maintenance requirements on the Company’s electric system;
 - b. Hazardous conditions existing on the Company system due to the operation of the Customer’s generating 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-owned~~Customer-owned renewable generation as determined by the Company;
 - d. Failure of the Customer to maintain the required insurance coverage.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and Less than or Equal to 2 MW)
(Continued)*

11. Administrative Requirements

- (a) The Company shall maintain on its website a downloadable application for interconnection of ~~customer-owned~~Customer-owned renewable generation, detailing the information necessary to execute the Standard Interconnection Agreement. Upon request the Company shall provide a hard copy of the application within 5 business days.
- (b) Within 10 business days of receipt of the Customer's application, the Company shall provide written notice that it has received all documents required by the Standard Interconnection Agreement or indicate how the application is deficient. Within 10 business days of receipt of a completed application, the Company shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical inspection of the ~~customer-owned~~Customer-owned renewable generation necessary for the Company to confirm compliance with Sections (4) through (10) and confirmation regarding the requirement of a Tier 3 interconnection study.
- (c) The Standard Interconnection Agreement shall be executed by the Company within 30 calendar days of receipt of a completed application. This will be extended to 90 calendar days if the Company determines that an interconnection study is required.
- (d) The Customer must execute the Standard Interconnection Agreement and return it to the Company at least 30 calendar days prior to beginning parallel operations and within one year after the utility executes the Agreement. All physical inspections must be completed by the Company within 30 calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the inspection is delayed at the Customer's request, the Customer shall contact the utility to reschedule an inspection. The Company shall reschedule the inspection within 10 business days of the Customer's request.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and Less or Equal to 2 MN)
(Continued)*

12. Net Metering

- (a) The Company shall enable each ~~customer-owned~~Customer-owned renewable generation facility interconnected to the investor-owned utility's electrical grid pursuant to this rule to net meter.
- (b) The Company shall install, at no additional cost to the ~~customer~~Customer, metering equipment at the point of delivery capable of measuring the difference between the electricity supplied to the ~~customer~~Customer from the investor-owned utility and the electricity generated by the ~~customer~~Customer and delivered to the investor-owned utility's electric grid.
- (c) Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.
- (d) The Company shall charge for electricity used by the ~~customer~~Customer in excess of the generation supplied by ~~customer-owned~~Customer-owned renewable generation in accordance with normal billing practices.
- (e) During any billing cycle, excess ~~customer-owned~~Customer-owned renewable generation delivered to the Company's electric grid shall be credited to the Customer's energy consumption for the next month's billing cycle.
- (f) Energy credits produced pursuant to Section (12) (e) shall accumulate and be used to offset the ~~customer's~~Customer's energy usage in subsequent months for a period of not more than twelve months. At the end of each calendar year, the Company shall pay the Customer for any unused energy credits at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (g) When a Customer leaves the system, that Customer's unused credits for excess kWh generated shall be paid to the Customer at an average annual rate based on the Company's COG-1, as-available energy tariff.
- (h) Regardless of whether excess energy is delivered to the Company's electric grid, the ~~customer~~Customer shall continue to pay the applicable ~~customer~~Customer charge and applicable demand charge (if applicable) for the maximum measured demand during the billing period. The Company shall charge for electricity used by the Customer in excess of the generation supplied by ~~customer-owned~~Customer-owned renewable generation at the Company's otherwise applicable rate schedule. The Customer may at their sole discretion choose to take service under the Company's standby or supplemental service rate, if available.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and Less than or Equal to 2 MW)
(Continued)*

-
13. Renewable Energy Certificates - Customers shall retain any Renewable Energy Certificates associated with the electricity produced by their ~~customer-owned~~Customer-owned renewable generation equipment. 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.
 14. Change of Ownership – This agreement shall not be assigned or transferred without prior written consent of the Company. Should there be a change in ownership; the Customer shall provide the Company with 30 day notice prior to the change. The Company will contact the new owner prior to the end of the 30 days in order to execute a new agreement. The new owner will not be entitled to operate the generator in parallel with the Company system or be net metered until a new agreement is executed by both parties. However, this agreement shall inure to the benefit of and binding upon the respective heirs, legal representatives, successors and assigns of the parties involved until a new agreement is executed.
 15. No Extension of Credit – In executing this agreement, the Company does not, nor should it be construed to extend credit or financial support for the benefit of any third parties lending money to or having other transactions with the Customer or any assignee of this agreement.
 16. Applicability of Tariff – The Company's tariff and associated technical terms and abbreviations, general rules, regulations and standard electric service requirements are incorporated herein by reference. In the event that this tariff and the Interconnection Agreement is revised due to rule changes approved by the Florida Public Service Commission, the Company and the Customer agree to replace this agreement with an amended agreement that complies with the amended Florida Public Service Commission rules.
 17. Entire Agreement – This 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 agreement constitutes the entire agreement between the parties.

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and less than or Equal to 2 MW)
(Continued)*

18. Termination – Upon termination of this agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove any additional kilowatt-hour meter and associated Company equipment. At the Customer’s expense, the Customer agrees to permanently isolate the Facility from the Company’s electric service grid. The Customer shall notify the Company within ten (10) business days that the isolation procedure has been completed.
19. Retail Purchase of Electricity - “Customer-owned renewable generation” means an electric generating system located on a ~~customer’s~~Customer’s premise that is primarily intended to offset part or all of the ~~customer’s~~Customer’s electricity requirements with renewable energy. The term “~~customer-owned~~Customer-owned renewable generation” does not preclude the ~~customer~~Customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions but does not include the retail purchase of electricity from the third party.
20. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense which the Company, it subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligations of this agreement. The Company agrees to indemnify and hold harmless the Customer, against any and all liability, loss, damage, cost or expense which the Customer may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company under the obligations of this agreement.
21. Communications, either emergency or routine, related to this agreement or operation of the installation shall be made to the following parties:

Company:

Customer:

*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 3 RENEWABLE GENERATION SYSTEMS
(Greater than 100 KW and Less than or Equal to 2 MW)
(Continued)*

22. Dispute Resolution – The Company and Customer may seek resolution of disputes arising out of this interpretation of this agreement pursuant to Rule 25-22.032, F.A.C., Customer Complaints, or Rule 25-22.036, F.A.C., Initiation of Formal Proceedings.

IN WITNESS WHEREOF, the Customer and the Company execute this Agreement

this _____ day of _____, _____.

Title: _____

WITNESS:

FLORIDA PUBLIC UTILITIES COMPANY
COMPANY

By: _____

Title: _____

Date: _____

Date: _____

WITNESS:

CUSTOMER

By: _____

Title: _____

Date: _____

CONTRACTS AND AGREEMENTS

Container Corporation of America
Agreement dated December 15, 1992

ITT Rayonier, Inc., Fernandina Division
Agreement dated March 14, 2012

Summary report:	
Litera Compare for Word 11.8.0.56 Document comparison done on 8/11/2024 1:55:25 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: FPU Electric Tariff - eff. 01-01-2024 updated waiting on PSC - Original.docx	
Modified filename: FPU Electric Tariff - eff. 01-01-2024 updated waiting on PSC - CLEAN -08112024.docx	
Changes:	
<u>Add</u>	697
Delete	1089
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	3
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	4
Embedded Excel	0
Format changes	0
Total Changes:	1793

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Trace how the billing determinants were derived from the preliminary forecasts used for test year budget. Provide supporting assumptions and details of forecasting techniques. Reconcile the billing determinants with the forecast by customer class determinants with the forecast by customer class in the Ten-Year-Site Plan.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Taylor

The forecasting methods used to derive the projected billing determinants are described in Schedule F-5.

			RS	GS	GSD	GSLD	GSLD1/SB	LS	TOTAL SYSTEM
1									
9									
10	2024	Number of Bills	309,677	45,477	7,974	308	24	34,797	398,257
11									
12		Average No. of Bills	25,806	3,790	665	26	2	2,900	33,188
13									
14									
15									
16	2025	Number of Bills	310,747	45,568	8,016	296	24	34,824	399,475
17									
18		Average No. of Bills	25,896	3,797	668	25	2	2,902	33,290
2									
3									
4	2025	NUMBER OF BILLS							
5		January	25,770	3,784	665	25	2	2,902	33,148
6		February	25,808	3,787	665	25	2	2,902	33,189
7		March	25,792	3,786	665	25	2	2,902	33,172
8		April	25,885	3,793	662	25	2	2,902	33,269
9		May	25,905	3,796	666	23	2	2,902	33,294
10		June	25,975	3,798	669	23	2	2,902	33,369
11		July	25,977	3,800	670	25	2	2,902	33,376
12		August	25,944	3,810	670	25	2	2,902	33,353
13		September	25,976	3,800	670	25	2	2,902	33,375
14		October	25,941	3,798	671	25	2	2,902	33,339
15		November	25,897	3,806	671	25	2	2,902	33,303
16		December	25,877	3,810	672	25	2	2,902	33,288
17									
18		Total No. of Bills	310,747	45,568	8,016	296	24	34,824	399,475
19									
20		Average No. of Bills	25,896	3,797	668	25	2	2,902	33,290
21									
24		Percent Increase (Decrease) 2024	0.35%	0.20%	0.53%	-3.90%	0.00%	0.08%	0.31%
25									
26		Percent Increase (Decrease) 2025	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Florida Public Service Commission

Explanation: Provide a schedule of the number of customers served at transmission, sub transmission, primary distribution, and secondary distribution voltages by rate schedule for the test year and prior year. Customers served directly from a company-owned substation must be listed under the voltage level at which they are served.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Line No.	Rate Schedule	Total Customers	Transmission Voltage Level	Distribution Primary Voltage Level	Distribution Secondary Voltage Level
2025					
1	RS	25877	0	0	25,877
2					
3	GS	3810	0	3	3,807
4					
5	GSD	672	0	8	664
6					
7	GSLD	25	0	5	20
8					
9	GSLD1/SB	2	2	0	0
10					
11	OL	0	0	0	0
12					
13	OL-2	2899	0	0	2,899
14					
15	SL1-2	0	0	0	0
16					
17	SL3	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
18					
19					
20	TOTAL	<u>33,285</u>	<u>2</u>	<u>16</u>	<u>33,267</u>

Florida Public Service Commission

Explanation: Provide a schedule of the number of customers served at transmission, sub transmission, primary distribution, and secondary distribution voltages by rate schedule for the test year and prior year. Customers served directly from a company-owned substation must be listed under the voltage level at which they are served.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Line No.	Rate Schedule	Total Customers	Transmission Voltage Level	Distribution Primary Voltage Level	Distribution Secondary Voltage Level
2024					
1	RS	25791	0	0	25,791
2					
3	GS	3801	0	3	3,798
4					
5	GSD	663	0	8	655
6					
7	GSLD	25	0	5	20
8					
9	GSLD1/SB	2	2	0	0
10					
11	OL	0	0	0	0
12					
13	OL-2	2904	0	0	2,904
14					
15	SL1-2	0	0	0	0
16					
17	SL3	0	0	0	0
18					
19					
20	TOTAL	33,186	2	16	33,168

Supporting Schedules:

Recap Schedules:

FLORIDA PUBLIC SERVICE COMMISSION
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

EXPLANATION:

Provide a schedule of the number of customers served at transmission, subtransmission, primary distribution, and secondary distribution voltages by rate schedule for the test year and prior year. (Customers served directly from a company-owned substation must be listed under the voltage level at which they are served.)

Type of Data Shown:

Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

Line No.	Rate Schedule	Total Customers	Transmission Voltage Level	Distribution Primary Voltage Level	Distribution Secondary Voltage Level
2023					
1	RS	25,738	0	0	25,738
2					
3	GS	3,787	0	3	3,784
4					
5	GSD	668	0	8	660
6					
7	GSLD	26	0	5	21
8					
9	GSLD1/SB	2	2	0	0
10					
11	OL	0	0	0	0
12					
13	OL-2	2,905	0	0	2,905
14					
15	SL1-2	0	0	0	0
16					
17	SL3	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
18					
19					
20	TOTAL	<u>33,126</u>	<u>2</u>	<u>16</u>	<u>33,108</u>

Supporting Schedules:

Recap Schedules:

Florida Public Service Commission

COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: For each rate class that is not 100% metered by time recording meters, provide the estimated historic value and 90% confidence interval by month from the latest load research for (1) contribution to monthly system peaks (coincident), (2) monthly non coincident peak (class peaks) and (3) monthly customer maximum demand (billing demand for demand classes). For classes that are 100% metered with time recording meters, provide actual monthly values for the aforementioned demands and identify such as actual values. Provide the annual kWh as well as the 12 CP Load Factor, Class NCP Load Factor and the Customer Load Factor for each class.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

Rate Schedule	Month and Year	Estimated Coincident Peak	90% Confidence Interval	Estimated Non coincident (Class) Peak	90% Confidence Interval	Estimated Customer Maximum Demand	90% Confidence Interval
---------------	----------------	---------------------------	-------------------------	---------------------------------------	-------------------------	-----------------------------------	-------------------------

Because of the relatively small electric system and non-generating status, the Company has not been required to conduct load research and such data on the Company's system is not available. No monthly analysis of non-coincident or customer maximum demands is available. Billing demands by month for demand rate class during 2025 are shown on schedule E-18.

Annual Peak:

Annual kWh:

12 Coincident Peak Average:

12 CP Load Factor:

90% Confidence Interval:

Class (NCP) Load Factor:

Sum of individual customer maximum demands:

Customer (Billing or Maximum Demand) Load Factor:

Supporting Schedules:

Recap Schedules:

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide monthly peaks
 for the test year and
 the five previous years.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

Line No.	Month & Year	Peak in MW	Day of Week	Day of Month	Hour	Actual (A) or Estimated (E)
1	Northwest Florida					
2						
3	January 2020	77.3	Sunday	19	9:00AM	A
4	February 2020	51.8	Tuesday	4	8:00AM	A
5	March 2020	29.9	Monday	16	5:00PM	A
6	April 2020	36.1	Wednesday	29	6:00PM	A
7	May 2020	53.2	Monday	11	3:00PM	A
8	June 2020	59.3	Thursday	11	6:00PM	A
9	July 2020	64.4	Monday	20	1:00PM	A
10	August 2020	68.2	Monday	31	3:00PM	A
11	September 2020	64.4	Wednesday	2	4:00PM	A
12	October 2020	45.5	Monday	26	8:00PM	A
13	November 2020	26.3	Friday	27	9:00AM	A
14	December 2020	37.2	Tuesday	22	1:00PM	A
15						
16	January 2021	77.3	Tuesday	19	9:00 AM	A
17	February 2021	51.8	Thursday	4	8:00 AM	A
18	March 2021	29.9	Tuesday	16	5:00 PM	A
19	April 2021	36.1	Thursday	29	6:00 PM	A
20	May 2021	53.2	Tuesday	11	3:00 PM	A
21	June 2021	59.3	Friday	11	6:00 PM	A
22	July 2021	64.4	Tuesday	20	1:00 PM	A
23	August 2021	68.2	Tuesday	31	3:00 PM	A
24	September 2021	64.4	Thursday	2	4:00 PM	A
25	October 2021	45.5	Tuesday	26	8:00 PM	A
26	November 2021	26.3	Saturday	27	9:00 AM	A
27	December 2021	37.2	Wednesday	22	1:00 PM	A
28						
29						
30						

Supporting Schedules:

Recap Schedules:

Florida Public Service Commission

Explanation: Provide monthly peaks
for the test year and
the five previous years.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
Witness: Haffecke

COMPANY: FLORIDA PUBLIC UTILITIES
Consolidated Electric Division
DOCKET NO.: 20240099-EI

Line No.	Month & Year	Peak in MW	Day of Week	Day of Month	Hour	Actual (A) or Estimated (E)
1	Northwest Florida	Northeast Florida				
2						
3	January 2020	62.8	Tuesday	14	6:00 AM	A
4	February 2020	63.8	Monday	17	6:00 AM	A
5	March 2020	45.2	Sunday	8	6:00 AM	A
6	April 2020	44.4	Tuesday	28	4:00 PM	A
7	May 2020	54.0	Monday	25	4:00 PM	A
8	June 2020	59.7	Monday	15	2:00 PM	A
9	July 2020	64.3	Thursday	30	4:00 PM	A
10	August 2020	63.8	Sunday	9	4:00 PM	A
11	September 2020	58.9	Tuesday	1	3:00 PM	A
12	October 2020	53.1	Thursday	15	3:00 PM	A
13	November 2020	53.5	Saturday	7	1:00 AM	A
14	December 2020	51.1	Wednesday	23	6:00 AM	A
15						
16	January 2021	62.8	Thursday	14	6:00 AM	A
17	February 2021	63.8	Wednesday	17	6:00 AM	A
18	March 2021	45.2	Monday	8	6:00 AM	A
19	April 2021	44.4	Wednesday	28	4:00 PM	A
20	May 2021	54.0	Tuesday	25	4:00 PM	A
21	June 2021	59.7	Tuesday	15	2:00 PM	A
22	July 2021	64.3	Friday	30	4:00 PM	A
23	August 2021	63.8	Monday	9	4:00 PM	A
24	September 2021	58.9	Wednesday	1	3:00 PM	A
25	October 2021	53.1	Friday	15	3:00 PM	A
26	November 2021	53.5	Sunday	7	1:00 AM	A
27	December 2021	51.1	Thursday	23	6:00 AM	A
28						
29						
30						

Supporting Schedules:

Florida Public Service Commission

Explanation: Provide monthly peaks
for the test year and
the five previous years.

Type of Data Shown:

Projected Test Year Ended 12/31/2025

Prior Year Ended 12/31/2024

Historical Test Year Ended 12/31/2023

Witness: Haffecke

COMPANY: FLORIDA PUBLIC UTILITIES
Consolidated Electric Division
DOCKET NO.: 20240099-EI

Line No.	Month & Year	Peak in MW	Day of Week	Day of Month	Hour	Actual (A) or Estimated (E)
1	Northwest Florida					
2						
3	January 2022	77.3	Wednesday	19	9:00AM	A
4	February 2022	51.8	Friday	4	8:00AM	A
5	March 2022	29.9	Wednesday	16	5:00PM	A
6	April 2022	36.1	Friday	29	6:00PM	A
7	May 2022	53.2	Wednesday	11	3:00PM	A
8	June 2022	59.3	Saturday	11	6:00PM	A
9	July 2022	64.4	Wednesday	20	1:00PM	A
10	August 2022	68.2	Wednesday	31	3:00PM	A
11	September 2022	64.4	Friday	2	4:00PM	A
12	October 2022	45.5	Wednesday	26	8:00PM	A
13	November 2022	26.3	Sunday	27	9:00AM	A
14	December 2022	37.2	Thursday	22	1:00PM	A
15						
16	January 2023	56.4	Monday	16	7:00 AM	A
17	February 2023	51.2	Monday	13	6:00 AM	A
18	March 2023	49.0	Tuesday	21	6:00 AM	A
19	April 2023	45.7	Wednesday	5	4:00 PM	A
20	May 2023	55.7	Monday	15	2:00 PM	A
21	June 2023	61.5	Tuesday	27	4:00 PM	A
22	July 2023	64.1	Thursday	27	4:00 PM	A
23	August 2023	66.7	Monday	14	4:00 PM	A
24	September 2023	61.1	Thursday	7	3:00 PM	A
25	October 2023	49.1	Tuesday	3	3:00 PM	A
26	November 2023	57.6	Thursday	30	6:00 AM	A
27	December 2023	56.3	Wednesday	20	7:00 AM	A
28						
29						
30						

Supporting Schedules:

Florida Public Service Comm
 COMPANY: FLORIDA PUI
 Consolidated Electric Div
 DOCKET NO.: 20240099-I

Explanation: Provide monthly peaks
 for the test year and
 the five previous years.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

Line No.	Month & Year	Peak in MW	Day of Week	Day of Month	Hour	Actual (A) or Estimated (E)
1	Northwest Florida	Northeast Florida				
2						
3	January 2022	62.8	Friday	14	6:00 AM	A
4	February 2022	63.8	Thursday	17	6:00 AM	A
5	March 2022	45.2	Tuesday	8	6:00 AM	A
6	April 2022	44.4	Thursday	28	4:00 PM	A
7	May 2022	54.0	Wednesday	25	4:00 PM	A
8	June 2022	59.7	Wednesday	15	2:00 PM	A
9	July 2022	64.3	Saturday	30	4:00 PM	A
10	August 2022	63.8	Tuesday	9	4:00 PM	A
11	September 2022	58.9	Thursday	1	3:00 PM	A
12	October 2022	53.1	Saturday	15	3:00 PM	A
13	November 2022	53.5	Monday	7	1:00 AM	A
14	December 2022	51.1	Friday	23	6:00 AM	A
15						
16	January 2023	58.8	Thursday	19	9:00 AM	A
17	February 2023	44.2	Tuesday	7	8:00 AM	A
18	March 2023	45.2	Tuesday	7	2:00 PM	A
19	April 2023	44.2	Saturday	1	7:00 PM	A
20	May 2023	67.0	Tuesday	9	6:00 PM	A
21	June 2023	73.3	Tuesday	13	6:00 PM	A
22	July 2023	87.3	Friday	21	7:00 PM	A
23	August 2023	73.4	Thursday	10	4:00 PM	A
24	September 2023	75.2	Thursday	7	5:00 PM	A
25	October 2023	51.8	Sunday	1	5:00 PM	A
26	November 2023	43.5	Wednesday	29	8:00 AM	A
27	December 2023	54.6	Sunday	31	9:00 AM	A
28						
29						
30						

Supporting Schedules:

Recap Schedules:

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide monthly peaks
 for the test year and
 the five previous years.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

Explanation:

Line No.	Month & Year	Peak in MW	Day of Week	Day of Month	Hour	Actual (A) or Estimated (E)	Peak in MW
1	Northwest Florida						Northeast Florida
2							
3	January 2024	73.1	Wednesday	17	7:00 AM	A	77.8
4	February 2024	52.6	Tuesday	20	7:00 AM	A	66.2
5	March 2024	39.5	Tuesday	12	7:00 AM	A	43.0
6	April 2024	38.5	N/A	N/A	N/A	E	44.4
7	May 2024	53.8	N/A	N/A	N/A	E	57.2
8	June 2024	59.9	N/A	N/A	N/A	E	63.1
9	July 2024	64.3	N/A	N/A	N/A	E	70.0
10	August 2024	67.8	N/A	N/A	N/A	E	66.2
11	September 2024	63.6	N/A	N/A	N/A	E	63.0
12	October 2024	46.4	N/A	N/A	N/A	E	52.8
13	November 2024	34.1	N/A	N/A	N/A	E	51.0
14	December 2024	42.0	N/A	N/A	N/A	E	52.0
15							
16	January 2025	73.5	N/A	N/A	N/A	E	78.2
17	February 2025	52.9	N/A	N/A	N/A	E	66.5
18	March 2025	39.7	N/A	N/A	N/A	E	43.2
19	April 2025	38.7	N/A	N/A	N/A	E	44.6
20	May 2025	54.1	N/A	N/A	N/A	E	57.5
21	June 2025	60.2	N/A	N/A	N/A	E	63.4
22	July 2025	64.6	N/A	N/A	N/A	E	70.4
23	August 2025	68.1	N/A	N/A	N/A	E	66.5
24	September 2025	63.9	N/A	N/A	N/A	E	63.3
25	October 2025	46.6	N/A	N/A	N/A	E	53.0
26	November 2025	34.3	N/A	N/A	N/A	E	51.3
27	December 2025	42.2	N/A	N/A	N/A	E	52.2
28							
29							
30							

Complete

Supporting Schedules:

Florida Public Service Commission Provide monthly peaks
 for the test year and
 COMPANY: FLORIDA PUBLIC UTILthe five previous years.
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

Line No.	Month & Year	Day of Week	Day of Month	Hour	Actual (A) or Estimated (E)
1	Northwest Florida				
2					
3	January 2024	Friday	19	9:00 AM	A
4	February 2024	Monday	19	8:00 PM	A
5	March 2024	Monday	25	10:00 AM	A
6	April 2024	N/A	N/A	am	E
7	May 2024	N/A	N/A	N/A	E
8	June 2024	N/A	N/A	N/A	E
9	July 2024	N/A	N/A	N/A	E
10	August 2024	N/A	N/A	N/A	E
11	September 2024	N/A	N/A	N/A	E
12	October 2024	N/A	N/A	N/A	E
13	November 2024	N/A	N/A	N/A	E
14	December 2024	N/A	N/A	N/A	E
15					
16	January 2025	N/A	N/A	N/A	E
17	February 2025	N/A	N/A	N/A	E
18	March 2025	N/A	N/A	N/A	E
19	April 2025	N/A	N/A	N/A	E
20	May 2025	N/A	N/A	N/A	E
21	June 2025	N/A	N/A	N/A	E
22	July 2025	N/A	N/A	N/A	E
23	August 2025	N/A	N/A	N/A	E
24	September 2025	N/A	N/A	N/A	E
25	October 2025	N/A	N/A	N/A	E
26	November 2025	N/A	N/A	N/A	E
27	December 2025	N/A	N/A	N/A	E
28					
29					
30					

Supporting Schedules:

Recap Schedules:

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Provide estimates of demand and energy losses for transmission and distribution system components and explain the methodology used in determining losses.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

	Demand Losses by Component			12 Month Average
	Energy Losses	Winter Peak	Summer Peak	

Transmission System

Generator Step-up Transformer	}			
Transmission Line (69 kV)	}			
Transmission Substations	}			
Common Sub Transmission Lines (40 kV to 69 kV)	}			
Direct Assigned Subtransmission*	}			

The Company maintains a small amount of transmission plant in the Northeast Division. The losses associated with these facilities is insignificant in comparison to total system losses.

Distribution System

Distribution Substation	}	N/A	N/A	N/A
Distribution Primary Lines (kV to 39 kV)	}	2%	2.5%	2.5%
Distribution Primary Services*				
Distribution Line Transformers				
Distribution Secondary Line	}	2.5%	3.1%	3.1%
Distribution Secondary Drops	}			

*Provide only if over 1% of total line losses

Methodology and Assumption:

For the 2025 test year, overall energy losses were assumed to be the same as those experienced in the previous rate proceeding. Of this, 2.5% were estimated to be from the secondary system. Demand losses are estimated to be 25% greater overall than the energy losses. Secondary demand losses were thus computed to be 3.1% and the balance primary.

Supporting Schedules:

Recap Schedules:

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Show energy losses by rate schedule for the test year and explain the methodology and assumptions used in determining these losses.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

Rate Schedule	(1) Energy at Generation	(2) Sales at Meter	(3) Losses and Company Use MWH %		(4) Delivered Efficiency (2) / (1)	(5) Company Use	(6) System Losses
RS	321,168	300,934	20,234	6.3%	0.937	N/A	20,234
GS	63,854	59,832	4,023	6.3%	0.937	N/A	4,023
GSD	173,214	162,302	10,912	6.3%	0.937	N/A	10,912
GSLD	83,437	78,181	5,257	6.3%	0.937	N/A	5,257
GSLD1	66,156	80,465	-14,309	-21.6%	1.216	N/A	-14,309
OL	3,326	3,117	210	6.3%	0.937	N/A	210
SL	0	0	0	0.0%	0.0000	N/A	0
TOTAL	711,156	684,830	26,326	3.7%	0.963	N/A	26,326

Florida Public Service Commission
 COMPANY: FLORIDA PUBLIC UTILITIES
 Consolidated Electric Division
 DOCKET NO.: 20240099-EI

Explanation: Show maximum demand losses by rate schedule for the test year and explain the methodology and assumptions used in determining losses.

Type of Data Shown:
 Projected Test Year Ended 12/31/2025
 Prior Year Ended 12/31/2024
 Historical Test Year Ended 12/31/2023
 Witness: Haffecke

Rate Schedule	(1) 12 Month Average Coincident Demand At Generation (kW)	(2) 12 Month Average Coincident Peak At The Meter (kW)	(3) Total Losses kW (1) - (2)	(4) Percent Losses	(5) Company Use	(6) System Losses
RS	56,970	53,593	3,376	6.30%	N/A	3,376
GS	11,977	11,267	710	6.30%	N/A	710
GSD	25,880	24,346	1,534	6.30%	N/A	1,534
GSLD	10,811	10,171	641	6.30%	N/A	641
GSLD1	11,107	10,889	218	2.00%	N/A	218
OL	684	644	41	6.30%	N/A	41
SL	0	0	0	0.00%	N/A	0
TOTAL	117,429	110,910	6,519	5.55%	N/A	6,519

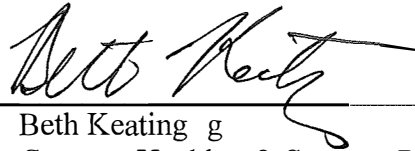
Docket No. 20240099-EI
Florida Public Utilities

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing filing has been served by Electronic Mail this 22nd day of August, 2024, upon the following:

Walter Trierweiler, Public Counsel
Office of the Public Counsel
c/o The Florida Legislature
111 West Madison St., Rm 812
Tallahassee, FL 32399-1400
Trierweiler. walt@leg.state.fl.us

By: _____



Beth Keating g
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706