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VIA HAND DELIVERY

March 20, 2009

Ms. Ann Cole, Director  
Division of the Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Re: Petition for increase in rates by Progress Energy Florida, Inc.;  
Docket No. 090079-EI

Dear Ms. Cole:

Enclosed for filing on behalf of Progress Energy Florida, Inc. ("PEF") in the above-referenced docket are an original and 21 copies of the following:

- 1. PEF's Petition; 02412-09
- 2. Direct Testimony and Exhibits of PEF Witnesses:
  - Jeffrey J. Lyash 02416-09
  - Dale E. Young 02415-09
  - David Sorrick 02417-09
  - Sasha A. Weintraub 02420-09
  - J. Dale Oliver 02419-09
  - Jackie Joyner 02425-09
  - Earl M. Robinson 02418-09
  - Willette Morman Perry 02414-09
  - John "Ben" Crisp 02427-09
  - Thomas R. Sullivan 02424-09
  - James VanderWeide 02421-09
  - Stephen P. Harris 02423-09

COM 5  
 ECR 10  
 GCL 4  
 OPC 1  
 RCP 1  
 SSC 1  
 SGA 2  
 ADM 1  
 CLK 1  
 (Reporter)

Progress Energy Florida, Inc.  
P.O. Box 14042  
St. Petersburg, FL 33733

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Masceo DesChamps 2413-09  
Sandra S. Wyckoff 02422-09  
Peter Toomey 02430-09  
William C. Slusser 02426-09

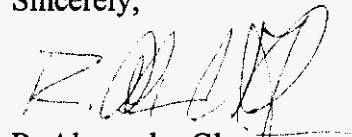
3. Minimum Filing Requirements ("MFRS") and Schedules.

PEF is also filing its First Request for Confidential Classification, along with the supporting exhibits and Affidavit.

Please acknowledge your receipt and filing of the above on the enclosed copy of this letter and return same to me.

PEF further notes that with its MFRs, it has filed the majority of the supplemental 2009 MFRs, consistent with the letter issued by Chairman Carter dated March 10, 2009. PEF will be filing the following supplemental 2009 MFR Schedules on April 5, 2009: B-5, B-13, B-21, and F-8. PEF will file its supplemental 2009 MFR Schedule C-41 on April 10, 2009.

Sincerely,



R. Alexander Glenn

RAG:ec  
Enclosures  
cc: Counsel of record (w/enclosures)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition for increase in rates  
By Progress Energy Florida

) DOCKET NO. 090079-EI  
) Submitted for filing: March 20, 2009

**PETITION**

Progress Energy Florida, Inc. ("PEF" or the "Company"), pursuant to the provisions of Chapter 366, Florida Statutes, and Rule 25-6.043, Florida Administrative Code ("F.A.C."), respectfully petitions the Florida Public Service Commission ("PSC" or the "Commission") for approval of a permanent increase in base rates and service charges sufficient to generate additional total annual base revenues of approximately \$499 million for the electric service customers demand and deserve, consistent with federal and state energy policy goals and requirements, beginning with the first billing cycle for January 2010. The requested increase will provide PEF with a reasonable opportunity to earn a fair rate of return on the Company's investment in property used and useful in serving the public, including a 12.54 percent rate of return on the Company's common equity capital, sufficient to attract the capital the Company needs to fulfill federal and state energy policy goals.

PEF further petitions the Commission, pursuant to Section 366.071, Florida Statutes, and Rule 25-6.0435, F.A.C., to authorize an interim rate increase in the annual amount of \$13.1 million to produce additional revenues to earn the minimum authorized rate of return on the Company's common equity capital. To keep the Company from falling further below the minimum authorized rate of return in 2009, PEF is also separately petitioning the Commission for further relief, to include in base rates in a

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limited proceeding the projected 2009 Bartow Repowering project costs calculated at the return on equity floor, to allow the deferral of projected 2009 pension expenses, and to allow the Company to charge 2009 storm hardening expenses to the storm damage reserve.

In support of this Petition, and the requested interim and permanent base rate relief, the Company states as follows:

### **Introduction**

1. Any pleadings, motion, notice, order, or other document required to be served upon PEF or filed by any party to this proceeding should be service upon the following individuals:

R. Alexander Glenn  
[alex.glenn@pgnmail.com](mailto:alex.glenn@pgnmail.com)  
John T. Burnett  
[john.burnett@pgnmail.com](mailto:john.burnett@pgnmail.com)  
Progress Energy Service Company, LLC  
299 First Avenue North  
P.O.Box 14042 (33733)  
St. Petersburg, Florida 33701  
(727) 820-5184  
(727) 820-5249(fax)

Paul Lewis, Jr.  
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(850) 222-8738  
(850) 222-9768 (fax)

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Dianne M. Triplett  
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(813) 229-4133 (fax)

Richard Melson  
[rick@rmelsonlaw.com](mailto:rick@rmelsonlaw.com)  
705 Piedmont Drive  
Tallahassee, FL 32312  
(850) 894-1351

2. PEF is an investor-owned electric utility, regulated by the Commission pursuant to Chapter 366, Florida Statutes, and is a wholly owned subsidiary of Progress Energy, Inc. The Company's principal place of business is located at 299 First Avenue North, St. Petersburg, Florida 33701.

3. PEF provides generation, transmission, and distribution electric service to more than 1.6 million retail customers in Florida. PEF's service areas comprises approximately 20,000 square miles in 35 out of the state's 67 counties, encompassing the densely populated areas of Pinellas and western Pasco Counties, and the greater Orlando areas in Orange, Osceola, and Seminole Counties. PEF supplies electricity at retail to approximately 350 communities and at wholesale to about 21 Florida municipalities, utilities, and power agencies in the State of Florida.

#### **Interim Rate Relief**

4. PEF's request for interim rate relief is made pursuant to Section 366.071, Florida Statutes, and Rule 25-6.0435, F.A.C. PEF's request for interim rate relief is based upon the historic twelve-month period ending December 31, 2008, consistent with Section 366.071(1) and (5), Florida Statutes. This request is supported by the

testimony and exhibits of the Company's witnesses supporting the permanent and interim rate relief requests, new rate schedules adjusting the rates and charges of the Company to provide the additional annual interim revenues, and by the Minimum Filing Requirements ("MFRs") prescribed by the Commission in Rule 25-6.0435, F.A.C., which have been simultaneously filed with this Petition. The MFR schedules supporting the Company's request for interim rate relief are contained in the MFR volume entitled Section G – Interim Schedules.

5. PEF seeks approval of the interim rate schedules contained in Exhibit A (legislative format) and Exhibit B (clean copy format) to this Petition to offset an annual revenue deficiency of about \$13.1 million. This deficiency was calculated in accordance with the formula contained in Section 366.071(5), Florida Statutes, based on the Company's last authorized minimum return on equity of 10 percent, in accordance with Order No. PSC-05-0945-S-EI in Docket No. 050078-EI approving PEF's Stipulation and Settlement of its pending base rate proceeding, and a corresponding required overall rate of return of 7.84 percent on average jurisdictional investment. Accordingly, pursuant to Section 366.071(2)(a), Florida Statutes, authorization of this request for an interim rate increase is required within 60 days of the filing of this Petition, and PEF, therefore, requests an early review and disposition of this request. The Company is projecting its 2009 return on equity to be below 7 percent. Accordingly, PEF needs this interim relief, and PEF further needs the limited base rate relief requested in its limited proceeding petition, and the accounting and cost adjustments requested in its petition for approval of the deferral of pension expenses and the ability to charge storm hardening initiative expenses to the storm damage reserve, in order to move closer to

the 10 percent return on equity floor set forth in the Stipulation and Settlement approved by the Commission.

6. Further pursuant to Section 366.071(2)(a), Florida Statutes, the difference between the interim rates and the previously authorized rates shall be collected under bond or corporate undertaking subject to refund with interest at a rate set by Rule 25-6.0435(3), F.A.C. PEF submits that it has the requisite financial, capital, and managerial assets necessary to support the corporate undertaking and, thus, requests that the difference be collected subject to corporate undertaking.

#### **Background for Request for Permanent Base Rate Relief**

7. PEF last had a general base rate increase in 1993. In 2002, the Company substantially reduced its base rates under the Stipulation and Settlement Agreement ("2002 Stipulation") approved by the Commission in Order No. PSC-02-0655-AS-EI. The 2002 Stipulation produced more than \$500 million in direct savings to PEF's customers over the four-year term of the 2002 Stipulation. Further, the revenue sharing provision of the 2002 Stipulation yielded another \$50 million in revenue sharing benefits for PEF's customers.

8. Subsequent to the 2002 Stipulation, in 2005, the Company resolved its then-pending base rate proceeding with another Stipulation and Settlement Agreement that was approved by this Commission in Order No. PSC-05-0945-S-EI ("2005 Stipulation"). In the 2005 Stipulation, the Company froze its already lowered base rates for four more years, except for a limited increase beginning in 2008 to account only for the revenue requirements necessary for new generation units added to PEF's system in 2003 and 2007 to meet customer needs for reliable electric service. As a result of the

2005 Stipulation, however, PEF absorbed the cost of another new generation plant -- the Hines Unit 3, 500 Megawatt, natural gas-fired, combined cycle plant that commenced operation in 2005 -- without any additional increase in its base rates.

9. As a result of the 2002 Stipulation and the 2005 Stipulation, PEF has provided its customers with a sustained period of relatively flat base rates. During this same time period, however, PEF absorbed inflationary increases in its labor, material, and equipment costs without any corresponding increase in its base rates. Increased costs of health care, property insurance, and liability insurance that far exceeded inflation were also absorbed by the Company, again without any corresponding increase in base rates. Recently, certain of the Company's costs of operation, in particular its construction labor and material costs, increased even more dramatically. Despite these continuing, and at times rapid increases in the Company's cost of providing electric service, PEF has long maintained relatively stable base rates.

10. In fact, PEF's residential base rates have increased by only one (1) percent since 1984. In sharp contrast to PEF's residential base rates, the Consumer Price Index has increased by 106 percent, the price of housing has increased 113 percent, the price of food has increased 115 percent, and the price of medical care has increased 253 percent over the same time period. PEF's customers, therefore, have experienced marked increases in the costs of other consumer goods and services but they have not borne the brunt of similar increases in base electric rates for the reliable, efficient service PEF has provided them.

11. PEF has maintained relatively stable base rates over this prolonged period of time through superior cost management, cost reduction measures, and efficiency

improvements. Customer and sales growth over this time cannot and did not fully offset the growth in PEF's capital investment needs and costs of operation to continuously provide PEF's customers with the reliable electric service they demand. PEF in fact invested \$4.5 billion to add an additional 3,000 Megawatts of generation, additional transmission and substation facilities, distribution facilities, and other capital improvements to meet customer energy reliability needs since the Company's last general base rate increase in 1993. But for PEF's cost management and cost reduction and efficiency measures, a general base rate increase likely would have been required long before now.

12. PEF has made great strides in operating its business efficiently to provide reliable electric service to its customers at a low cost. PEF, for example, initiated an early retirement program at the time of its last base rate proceeding to better manage personnel costs. PEF continues to carefully monitor and control its staffing needs to efficiently provide electric service to its customers. Among other things, PEF reduced the number of distribution service employees it needs across its system to handle customer additions as the economic conditions affected customer growth. PEF also benchmarks its employee benefit plans against other companies in the industry to ensure PEF's health care and other benefits costs are comparable to industry costs. PEF further implemented efficiency improvements, such as expanded website and voice-activated access for customer billing and service inquiries, to control the need to employ more customer service representatives to provide industry-leading customer service to its customers.

13. PEF continues to look for ways to efficiently manage its costs while continuing to provide customers with the reliable electric service they demand, but PEF cannot continue to do so without a general base rate increase. PEF faces increasing costs of service in the coming years to continue to provide reliable, electric service consistent with federal and state energy policy goals, including the energy policy goals and mandates of the Governor, Florida Legislature, and this Commission.

14. The Florida Legislature and Governor have set forth a comprehensive set of energy goals and mandates for the State of Florida. These goals and mandates encourage public utilities to (1) add and expand nuclear power generation; (2) further diversify their fuel resources and reduce their dependence and the State's dependence on fossil fuels; (3) increase generation efficiency through repowering projects and capital and maintenance improvements; (4) increase renewable energy resources; and (5) reduce greenhouse gas ("GHG") and other emissions. The Company must continue to make the necessary investments today if these energy policy goals and mandates are going to be met in the future.

15. Additionally, the Federal Energy Regulatory Commission ("FERC"), through the North American Electric Reliability Corporation ("NERC"), has established stringent, mandatory reliability requirements for the nation's transmission systems. These reliability requirements require the Company to enhance the reliable delivery of power across the electric power grid at further, additional expense to the Company. Similarly, following the costly efforts to restore power and repair the damage caused by the violent storms during the 2004 and 2005 hurricane seasons, this Commission requires the Florida investor owned utilities to implement plans that include measures to

harden their transmission and distribution systems against storm damage, at additional cost to the utilities.

16. By establishing these energy policy goals, mandates, and requirements, the Florida Legislature, the Governor, and this Commission intend to provide a different energy future for Florida, one in which Florida utility customers have even more reliable electric service produced from cleaner, more efficient power resources at less volatile and, thus, more stable and affordable fuel prices. The Company must continue to invest now, however, to ensure that the necessary infrastructure improvements are made to attain these state energy policy goals and requirements.

17. For all these reasons, PEF is unable to continue to meet its customers' needs for additional, reliable, efficient electric service at current base rates. PEF faces increasing costs of service that, in combination with the past costs the Company absorbed, necessitate an increase in base rates. PEF's cost increases can no longer be offset by PEF's superior cost management and efficiencies and growth. PEF must request permanent base rate relief.

18. PEF, accordingly, files this Petition and respectfully requests an increase in its base rates beginning with the first billing cycle for January 2010, consistent with the terms of the 2005 Stipulation approved by the Commission. Simultaneous with the filing of this Petition, PEF further submits for approval in accordance with the Commission's rules, the updated Depreciation, Nuclear Decommissioning, Fossil Dismantlement, and Storm Loss and Reserve Solvency studies discussed in more detail below and in the testimony of PEF's witnesses, also filed with this Petition.

**Request for Permanent Base Rate Relief**

19. The Company's "Balanced Solution" strategy includes investment in state-of-the-art power plants to achieve State energy policy goals while continuing to meet customer needs for reliable power. The Company's investment in the steam generator replacement project at its existing nuclear power plant, Crystal River Unit 3 ("CR3") during the CR3 refueling outage in 2009 advances this strategy. The steam generator replacement ensures that the Company's customers will continue to receive the state-of-the-art performance from CR3 they have benefited from in the past.

20. CR3 currently is the Company's only nuclear generation unit. CR3 provides customers with base load, around-the-clock, energy generation from the lowest cost fuel source currently available to the Company. The Company's CR3 operations have provided customers hundreds of millions of dollars in annual fuel cost savings compared to the Company's next most efficient base load generation alternative. With the completion of the steam generator replacement, customers will continue to realize fuel savings from the operation of CR3 far into the future. To continue to achieve these fuel savings, however, the Company must incur the costs of the steam generator replacement. This project requires an approximately \$48 million increase in the Company's base rates.

21. The Company is also repowering its oil-fired Bartow steam power plant with cleaner burning, state-of-the-art combined cycle, natural gas-fired technology to meet customer needs for additional, reliable power generation. This project satisfies the Power Plant Efficiency Improvements Policy recommended by the Governor's Action Team on Energy and Climate Change as part of Florida's Energy and Climate Change Action Plan. When completed and in-service in June 2009, the repowered plant will



generate more than twice the amount of power as the 1950's 450 MegaWatt oil-fired plant, but it will produce significantly less sulfur dioxide and nitrogen oxide emissions than the existing facility. It will also reduce the Company's reliance on foreign oil sources and it will increase the efficiency of the Company's energy production. PEF could realize reduced fuel costs, depending on fuel prices, when the repowered, gas-fired units come on line. *The estimated additional annual revenue requirements needed for the Bartow repowering project are about \$130 million.*

22. The Company needs additional investment capital for its transmission and distribution systems. Continued growth requires additional investment in the transmission and distribution facilities necessary to ensure that customers continue to receive reliable electric power. The Company's customer base grew at around 2 percent a year in 2006 and 2007 and, despite lower growth expectations under current economic conditions, the fact is there are more customers today than in the Company's last base rate proceeding that need safe, reliable electric service. As a result, the Company has made and will continue to make substantial capital and operation and maintenance (O&M) investments in its transmission and distribution systems to meet its existing and future customers' needs for reliable electric service.

23. Investment in the Company's transmission system is also driven by the FERC's and NERC's enhanced transmission reliability requirements. Based on directives in the Federal Energy Policy Act of 2005 ("EPAct"), the FERC in 2006 certified NERC as its Electric Reliability Organization and granted NERC the authority to draft new and enhanced reliability standards. The NERC was further given the authority to enforce these previously voluntary standards through reliability reporting and

monetary penalties for noncompliance with the NERC standards. The NERC responded by enhancing electric reliability planning and construction standards, imposing reporting obligations, and establishing penalties for noncompliance with its reliability standards.

24. The Company has augmented its existing transmission capital and O&M projects to ensure that the Company is in compliance with the NERC reliability standards. Transmission reliability initiatives include changing out wood transmission poles for concrete and steel poles, transmission line bonding and grounding, and bushing, cap, and insulator replacements, among investments, that will better ensure PEF's compliance with the NERC standards. Additional O&M reliability related expenditures include additional transmission line inspection, additional transmission substation maintenance, and additional vegetation management. These transmission capital and O&M investments to comply with the NERC reliability standards and meet customer reliability and growth obligations also necessitate a base rate increase. To continue to provide customers with the reliable delivery of power across its transmission system consistent with the enhanced federal reliability standards, PEF needs millions of dollars in additional base rate revenue requirements.

25. Further transmission system reliability improvements and, more significantly, reliability improvements in the Company's distribution system are required to implement the Company's storm hardening plan. Following the devastating hurricanes of 2004 and 2005, this Commission required the Florida investor owned utilities to undertake plans to strengthen and secure the electric power grid against potential storm damage. The Commission's storm hardening orders and rule require

the Company to prepare a storm hardening plan, annually update it, and report on the Company's storm hardening efforts. The Company initiated storm hardening efforts in 2007 and 2008 consistent with its storm hardening plans, the Commission's orders, and the Commission's rule. As part of its on-going obligations under its storm hardening plan and the Commission's orders and rule, the Company will make additional transmission and distribution capital and O&M investments in 2009 and 2010.

26. The Company's storm hardening plan includes, for example, additional pole inspections and maintenance, additional planning and engineering to account for extreme winds, flooding, and storm surges, and additional reporting obligations, all at additional cost to PEF. In addition, as a result of its increased inspection efforts and to harden its system, PEF expects to continue to aggressively replace priority wood poles identified for replacement and to remove potentially damaging trees as the Company has done in 2007 and 2008 without an additional base rate increase. The Company cannot sustain and enhance the reliable delivery of power across its distribution system for its expanded customer base in accordance with its storm hardening plan in 2010 and beyond, however, without an increase in the Company's base rates. The Company estimates its distribution capital and O&M requirements will also require millions of dollars in additional base rate revenue requirements.

27. PEF's Balanced Solution includes a commitment to nuclear generation consistent with the energy policy goals of the Governor and Florida Legislature. The Company is currently expanding the nuclear power production from its existing CR3 nuclear power plant with an uprate project during the Company's planned 2009 and 2011 nuclear refueling outages. When this uprate project is completed it will add

approximately 180 Megawatts of clean, low cost, nuclear energy production to the Company's system.

28. The Company also joins the Florida Legislature and Governor in their commitment to develop new nuclear generation in Florida with the Company's on-going capital investment in the potential future addition of the Company's Levy Units 1 and 2 nuclear power plants. Expanded and additional nuclear generation fulfills the State energy policy goals of meeting the future energy needs of Floridians with clean, carbon-free, low-cost fuel sources.

29. The Company's continued commitment to this State energy policy depends on sustaining the Company's financial strength and flexibility throughout the Company's capital expenditure program, especially given the uncertain and difficult economic conditions affecting the State, the Company, and the Company's customers. The Company must maintain a strong financial position capable of attracting the capital that is necessary to fulfill the Company's investment needs under its capital expenditure program. The Company is currently undertaking the largest capital expenditure program in its history, and likely the history of this State, but one that is absolutely necessary to fulfill the State's long-term energy policy goals while continuing to provide customers safe, reliable, and efficient electric service. At the same time, the Company is well aware of the difficult economic conditions facing the State and the impact those conditions have had on the Company's customers. Those same economic conditions have also adversely affected the Company.

30. The resulting constriction of the capital market and restrictions on credit make it difficult even for financially strong companies to obtain needed capital. In such

uncertain and volatile economic conditions, access to the debt and equity markets is essential. To ensure the Company has the access to the debt and equity capital it needs the Company must maintain a reasonable return on its capital investment, a strong capital structure, and a strong credit rating. The importance of these financial objectives to the Company's capital expenditure program, including the development of expanded and additional nuclear generation, cannot be stressed enough.

31. The Company must be able to attract the substantial capital investment it needs at a reasonable cost to position itself as the energy company of the future that the Company understands the Florida Legislature and Governor expect it to be, while at the same time continuing to provide customers the safe, reliable, efficient electric service they expect and demand. The Company cannot achieve these goals if it does not receive the reasonable cost of equity, and a realistic opportunity to earn that cost of equity return, that the capital markets will require to invest in the Company. The Company needs a 12.54 percent return on equity and a capital structure that accounts for all financial risk, including the credit rating agency assessed risk for long-term, debt-like obligations, to attract the necessary debt and equity capital the Company needs. This requires additional revenue requirements beyond what is available to the Company under its existing base rates.

32. The recent economic downturn has also adversely impacted PEF's retail energy sales. PEF's current retail sales projections reveal flat to limited sales growth in 2009 and 2010 at levels below retail sales prior to the economic downturn. In fact, PEF's expected retail megawatt-hour sales in 2010 are below PEF's retail sales in 2005, the year of PEF's last base rate proceeding. PEF, however, is providing electric

service to thousands more customers in 2010 than it did in 2005. More customers on PEF's system means greater fixed costs in capacity and energy production, transmission, distribution, and other assets and services to serve them. The fixed costs associated with PEF's obligation to provide electric service to existing and additional customers are not adequately covered by expected sluggish sales growth in 2010. The extent of the economic recovery in 2010, given current economic conditions, is, of course, uncertain. Because of the inherent uncertainties associated with forecasting future economic trends and their impact on retail sales, PEF requests that the Commission allow PEF to update its current sales forecast prior to or at the hearings scheduled in this proceeding and adjust, if necessary, its existing forecast based on changes in the extent of economic recovery expected in 2010.

33. For all of these reasons, and others supported by the Company's MFRs, witness testimony and exhibits, PEF seeks an estimated \$499 million permanent increase in base revenues and service charge revenues. PEF has filed simultaneously with, and as a part of this Petition, MFRs containing the information required by Rule 25-6.043(1), F.A.C. PEF compiled its MFRs following the enumerated policies, procedures, and guidelines prescribed by the Commission. Additionally, the supporting prepared testimony and exhibits of PEF's witnesses have been filed contemporaneously with this Petition, and are incorporated herein and made a part hereof by reference. The Company's MFR's and its prepared testimony and exhibits fully support PEF's Petition for an increase in its base rates.

34. The projected period of January 1, 2010 through December 31, 2010 serves as the test year for PEF's calculations of its revenue deficiency in this

proceeding. The test year in a rate proceeding provides an appropriate period of utility operations that may be analyzed so the Commission can set reasonable rates for the period that new rates will be in effect. The 2010 test year best represents the expected operations when the requested rates will go into effect and, therefore, is the most appropriate test period. Accordingly, PEF seeks Commission approval of the 2010 test year in this proceeding.

35. PEF requests approval of the tariff sheet sheets associated with permanent rate relief contained in Exhibit C (legislative format) and Exhibit D (clean copy format) to this petition. These rate schedules are designed to produce the additional revenue sought by this Petition and needed to provide PEF a realistic opportunity to earn a fair and reasonable rate of return. PEF's Petition, tariff sheets, MFRs, testimony and exhibits are filed with the Commission pursuant to the provisions of Section 366.06(3), Florida Statutes, and the Company requests base rate relief under this provision.

36. PEF has also simultaneously filed with its Petition its Depreciation, Nuclear Decommissioning, and Fossil Dismantlement cost studies, and its Storm Loss and Reserve Solvency study, as further demonstrated below.

#### **Depreciation Cost Study**

37. PEF petitions the Commission pursuant to Rule 25-6.0436, F.A.C. for approval of its Depreciation Study filed contemporaneously with its Petition as an Exhibit to the prepared testimony of Earl Robinson. Rule 25-6.0436(2), F.A.C. provides that no utility shall change any existing depreciation rate or initiate any new depreciation rate without prior Commission approval. Rule 25-6.0436(4), F.A.C. further requires

utilities to file a depreciation study with the Commission and describes what a depreciation study must contain. Consistent with Commission Rule 25-6.0436, F.A.C., PEF files its 2009 Depreciation Cost Study with the Commission for approval.

38. The Company's Depreciation Study takes into account the estimates of depreciable plant balances as of December 31, 2009 based upon the PEF's forecasted plant balances. The estimated plant balances were used to compute the change in depreciation expense between the Study and the Company's prior depreciation study. The current Study takes into account factors causing changes in depreciation expense by function, including Steam, Nuclear, Other Production, Transmission, Distribution, and General Plant, as well as major plant additions that impact the Company's 2010 test year. PEF respectfully requests the Commission to approve its 2009 Depreciation Cost Study, including its use in this proceeding for setting the Company's base rates effective January 1, 2010.

#### **Nuclear Decommissioning Cost Study**

39. PEF petitions the Commission pursuant to Rule 25-6.04365, F.A.C. for approval of the Company's Nuclear Decommissioning Study filed contemporaneously with its Petition as an Exhibit to the prepared testimony of Dale E. Young. Rule 25-6.04365(1), F.A.C. requires each utility that owns a nuclear generating plant to file a Nuclear Decommissioning Study at least every five years. PEF submits its Nuclear Decommissioning Cost Study, which complies with the requirements set out in Rule 25-6.04365(3), F.A.C. for approval.

40. The Nuclear Decommissioning Cost Study shows the current estimate of the least cost decommissioning alternative. The Company's funded decommissioning



reserve balance, adjusted for forecasted earnings and anticipated license extension, is sufficient to cover this cost escalated to the end of the nuclear plant's anticipated extended operating license in 2036 without the need for additional accruals. PEF respectfully requests the Commission to approve its Nuclear Decommissioning Study, including its use in this proceeding for setting the Company's base rates effective January 1, 2010.

### **Fossil Plant Dismantlement Cost Study**

41. PEF petitions the Commission pursuant to Rule 25-6.04364, F.A.C. for approval of the Company's 2009 Fossil Plant Dismantlement Study filed contemporaneously with its Petition and as an Exhibit to the prepared testimony of Peter Toomey. Rule 25-6.04364, F.A.C. requires each utility to establish a dismantlement accrual approved by the Commission to accumulate a reserve sufficient to meet all expenses at the time of each fossil plant's dismantlement and to file with the Commission a dismantlement cost study for each fossil plant generating site at least every four years. PEF submits its Fossil Dismantlement Cost Study, which includes each requirement listed in Rule 25-6.04364(3), F.A.C., to the Commission for approval.

42. The Company's 2009 Fossil Dismantlement Cost Study shows PEF will need to accrue \$3.8 million annually beginning in 2010 in order to assure that sufficient funds will be available to cover the costs of dismantlement and decommissioning of the Company's fossil plant generating sites. PEF respectfully requests the Commission to approve its 2009 Fossil Plant Dismantlement Study, including its use in this proceeding for setting the Company's base rates effective January 1, 2010.

### **Storm Loss and Reserve Solvency Study**

43. PEF files its Storm Loss and Reserve Solvency Study, consistent with the provisions of Rule 25-6.0143(1)(k) and (l), F.A.C., contemporaneously with its Petition and as an exhibit to the testimony of Stephen P. Harris. Rule 25-6.0143(1)(k), F.A.C. provides that a utility shall not change an annual storm reserve accrual amount or a target accumulated reserve balance amount without prior Commission approval and Rule 25-6.0143(1)(l), F.A.C. requires a utility to file a study whenever a utility is seeking a change in either the target accumulated reserve balance or the annual storm reserve accrual amount. PEF, accordingly, files its Storm Loss and Reserve Solvency Study consistent with the provisions of Rule 25-6.0143(1)(k) and (l), F.A.C.

44. The Company's Storm Loss and Reserve Solvency Study shows that PEF's expected annual storm damage is \$20.2 million but, consistent with the initial storm reserve recovery provisions in Rule 25-6.0143(1), F.A.C., PEF's expected annual charges against the storm reserve are \$16.4 million. Consistent with this analysis in accordance with accepted industry storm loss and reserve modeling standards and practices, PEF requests a \$16 million annual storm reserve accrual, beginning January 1, 2010, as part of its permanent base rate relief as a reasonable balance between costs to PEF's customers and protection from future surcharges due to storm damage that exceeds the reserve level.

### **Conclusion**

WHEREFORE, for all these reasons, as more fully explained in the testimony, exhibits, and MFRs filed in support of its Petition, the Company respectfully petitions the Florida Public Service Commission to:

- (1) Accept this filing for final agency action;

(2) Authorize the Company, pursuant to Section 366.071, Florida Statutes, to collect interim rates which will provide additional annual revenues of \$13.1 million, approve the interim rate schedules contained in Exhibit B to this Petition to be effective with the 1<sup>st</sup> billing cycle for July 2009, and authorize the difference between the interim rates and the previously authorized rates to be collected under corporate undertaking subject to refund with interest pending the effectiveness of new permanent rates;

(3) Set an early hearing date for purposes of granting permanent relief, and enter its decision on or before November 1, 2009, so as to permit PEF to earn a fair and reasonable rate of return for electric service provided to customers beginning with the first billing cycle for January 2010;

(4) Find and determine that the Company's present base rates are insufficient to yield a fair rate of return beginning January 1, 2010;

(5) Authorize PEF to revise and increase its base rates and service charges to generate additional gross annual base revenues of approximately \$499 million, beginning with the first billing cycle for January 2010, so that PEF will have an opportunity to earn a fair overall rate of return, including a rate of return of 12.54 percent on common equity capital, thus enabling the Company to maintain its financial integrity and attract necessary capital;

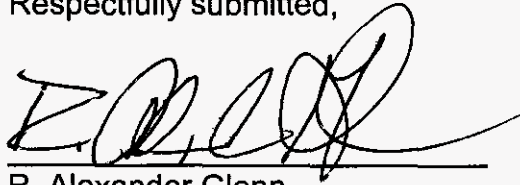
(6) Authorize PEF to increase the annual accrual to its Storm Reserve to \$16 million, so that the Company's reserve may be maintained at an adequate, reasonable level;

(7) Approve the Company's Depreciation Cost Study;

(8) Approve the Company's Nuclear Decommissioning Cost Study;

- (9) Approve the Company's Fossil Dismantlement Study;
- (10) Approve the tariff sheets contained in Exhibit D to this Petition to be effective with the 1<sup>st</sup> billing cycle for January 2010; and
- (11) Grant to the Company such other and further relief as the Commission may find to be reasonable and proper pursuant to the authority granted to the Commission under Chapter 366, Florida Statutes.

Respectfully submitted,



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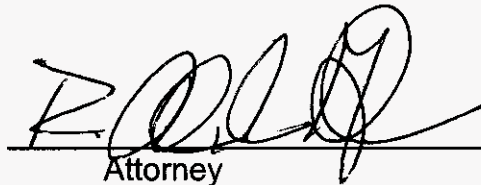
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Petition has been served via U.S. Mail to the following counsel of record as indicated below on this 20<sup>th</sup> day of March, 2009.

  
Attorney

Katherine Fleming  
Staff Counsel  
Florida Public Service Commission  
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Tallahassee, FL 32399

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Washington, D.C. 20007

**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**  
(Continued from Page 1)**(3) Capacity Cost Recovery Factor:**

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

**(4) Environmental Cost Recovery Clause Factor:**

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

**Rate Adjustment:**

As authorized by the Florida Public Service Commission in Docket No. 090079-EI, effective with July 2009 billings, for rates recoverable a) on an interim basis, and b) on a limited basis associated with the Bartow Repowering project, an increase of 10.82% (1.70% for interim and 9.12% for Bartow Repower) shall apply to the following base rate billings under each rate schedule: i) Customer Charge, ii) Demand Charge, iii) Energy Charge, and iv) demand and energy related charges for premium distribution, delivery voltage credits, and power factor. This rate adjustment factor will not apply to load management credits, interruptible credits, curtailable credits, or standby generation credits.

**Gross Receipts Tax Factor:**

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

**Right-of-Way Utilization Fee:**

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

**Municipal Tax:**

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

**Sales Tax:**

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

**Governmental Undergrounding Fee:**

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

**ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida****EFFECTIVE: July/August 1, 2009**

**RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

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

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

**Character of Service:**

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

**Limitation of Service:**

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

**Rate Per Month:**

Customer Charge: \$ 8.03

**Demand and Energy Charges:****Non-Fuel Energy Charges:**

First 1,000 kWh 3.592¢ per kWh  
All additional kWh 4.592¢ per kWh

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

**Additional Charges:**

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

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: ~~July~~ January 1, 2009

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

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

**Applicable:**

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

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

**Character of Service:**

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

**Limitation of Service:**

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

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

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

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

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

**Rate Per Month:**

<b>Customer Charge:</b>	\$ 8.03
<b>Energy and Demand Charges:</b>	
Non-Fuel Energy Charges:	
First 1,000 kWh	3.592¢ per kWh
All additional kWh	4.592¢ per kWh
Plus the Cost Recovery Factors listed in Rate Schedule BA-1, <i>Billing Adjustments</i> , except the Fuel Cost Recovery Factor:	
	See Sheet No. 6.105 and 6.106

**Additional Charges:**

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

**Load Management Monthly Credit Amounts:<sup>1,2</sup>**

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

(Continued on Page No. 2)

**ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida**
**EFFECTIVE: January 1, 2009**



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

**Availability:**

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

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

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

**Rate Per Month:**

**Customer Charge:** \$ 8.03

**Energy and Demand Charges:**
**Non-Fuel Energy Charges:**

First 1,000 kWh 3.592¢ per kWh  
 All additional kWh 4.592¢ per kWh

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

**Additional Charges:**

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

**Load Management Credit Amount:<sup>1</sup>**

<u>Interruptible Equipment</u>	<u>Monthly Credit<sup>2</sup></u>
Water Heater and Central Heating System	\$11.50

Notes: (1) Load management credit shall not exceed 40% of the Non-Fuel Energy Charge associated with kWh consumption in excess of 600 kWh/month.

(2) For billing months of November through March only.

**Appliance Interruption Schedule:**

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

**Water Heater** Equipment may be interrupted continuously, not to exceed 300 minutes, and during the Company's designated Peak Periods.

(Continued on Page No. 2)

**ISSUED BY:** Lori J. Cross, Manager, Utility Regulatory Planning - Florida

**EFFECTIVE:** January 1, 2009

NO. 6.141

Page 2 of 2

**RATE SCHEDULE RST-1  
RESIDENTIAL SERVICE  
OPTIONAL TIME OF USE RATE**  
(Continued from Page No. 1)**Additional Charges:**

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

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge.

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

1. All service rendered under this rate schedule shall be measured by metering equipment capable of determining energy use during specified hourly periods.
2. Application for service hereunder will be accepted by the Company on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
3. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.
4. Customers at their option may elect to receive a lower monthly Customer Charge by making a Contribution in Aid of Construction (CIAC) equal to the additional installed cost of a time of use meter. As of the effective date of this rate schedule, the CIAC required is \$132.00. For customers electing this option, the Customer Charge shall be the Customer Charge contained in Rate Schedule RS-1.

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida Mark A. Myers, Vice President, Finance

EFFECTIVE: July~~October~~ 1, 20093

NO. 6.150

Page 1 of 2

**RATE SCHEDULE GS-1  
 GENERAL SERVICE - NON-DEMAND**
**Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

**Rate Per Month:**
**Customer Charge:**

Unmetered Account:	\$ 5.99
Secondary Metering Voltage:	\$ 10.62
Primary Metering Voltage:	\$ 134.31
Transmission Metering Voltage:	\$ 662.48

**Energy and Demand Charges:**

Non-Fuel Energy Charge:	3.923¢ per kWh
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 Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

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

In addition, the Non-Fuel Energy Charge included in the Rate per Month section of this rate schedule shall be increased by 0.542¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

**Metering Voltage Adjustment:**

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

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

**Additional Charges:**

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

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: July 1, 2009

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

**Rating Periods: (Continued)**

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

**Metering Voltage Adjustment:**

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

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

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida Mark A. Myers, Vice President, Finance

EFFECTIVE: July ~~October~~ 1, 2009

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

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

**Rate per Month:****Customer Charge:**

Unmetered Account:	\$ 5.99
Metered Account:	\$ 10.62

**Energy and Demand Charges:**

Non-Fuel Energy Charge:	1.473¢ per kWh
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Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor

See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

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

In addition, the Non-Fuel Energy Charge included in the Rate per Month section of this rate schedule shall be increased by 0.109¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

**Additional Charges:**

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

(Continued on Page No. 2)

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

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

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

(Continued on Page No. 3)

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

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

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge.

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida Mark A. Myers, Vice President, Finance

EFFECTIVE: July ~~October~~ 1, 20093

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

**Determination of Billing Demand:**

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

**Determination of Curtailable Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

(Continued on Page No. 3)



**RATE SCHEDULE CS-2  
CURTAILABLE GENERAL SERVICE**  
(Continued from Page No. 1)**Determination of Billing Demand:**

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

**Determination of Load Factor Adjusted Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

Bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

(Continued on Page No. 3)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: ~~July~~January 1, 2009

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

**Metering Voltage Adjustment:**

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

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

**Power Factor Adjustment:**

Bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

(Continued on Page No. 3)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 20098

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

**Rating Periods:**

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

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

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

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

**Determination of Billing Demands:**

The billing demands shall be the following:

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

**Determination of Curtailable Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

Bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

(Continued on Page No. 3)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 2009

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

**Rating Periods:**

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

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

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

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

**Determination of Billing Demands:**

The billing demands shall be the following:

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

**Determination of Load Factor Adjusted Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

Bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

(Continued on Page No. 3)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 2009

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

**Determination of Billing Demand:**

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

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

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

**Metering Voltage Adjustment:**

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

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

**Power Factor Adjustment:**

Bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

(Continued on Page No. 3)

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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) of more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

(Continued on Page No. 3)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: ~~July~~ January 1, 2009

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

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

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

**Power Factor:**

Bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

(Continued on Page No. 3)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 2008

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

**Rating Periods: (Continued)**

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

**Determination of Billing Demands:**

The billing demands shall be the following:

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds numerically, .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge.

**Terms of Payment:**

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

(Continued on Page No. 3)



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

**Rating Periods: (Continued)**

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

**Determination of Billing Demands:**

The billing demands shall be the following:

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

**Determination of Load Factor Adjusted Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds numerically, .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

(Continued on Page No. 3)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: July January 1, 20098

**RATE SCHEDULE LS-1  
 LIGHTING SERVICE  
 (Continued from Page No. 3)**

**III. Additional Facilities**
**BILLING TYPE**

	<b>Electrical Pole Receptacle <sup>4</sup></b>		
401	Single		\$2.75 per unit
402	Double		\$3.57 per unit

**Notes to Per Unit Charges:**

- (1) Restricted to existing installations.
- (2) Lumens output may vary with lamp configuration and age. Wattage ratings do not include ballast losses.
- (3) Shown for information only. Energy charges are billed by applying the foregoing energy and demand charges to the total monthly kWh.
- (4) Electric use permitted only during the period of October through January, only on poles designated by the Company. Energy charged separately.
- (5) Special applications only.

**Additional Charges:**

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

**Minimum Monthly Bill:**

The minimum monthly bill shall be the sum of the Customer Charge and applicable Fixture, Maintenance and Pole Charges.

**Terms of Payment:**

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

**Terms of Service:**

Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination. Upon early termination of service under this schedule, the customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removable cost of the facilities.

**Special Provisions:**

1. The customer shall execute a contract on the Company's standard filed contract form for service under this rate schedule.
2. Where the Company provides a fixture or pole type other than those listed above, the monthly charges, as applicable shall be computed as follows:
  - I. Fixture
    - (a) Fixture Charge: 1.46% of the Company's average installed cost.
    - (b) Maintenance Charge: The Company's estimated cost of maintaining fixture.
  - II. Pole
    - Pole Charge: 1.67% of installed cost.
3. The customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the customer for damage.
4. Maintenance Service for customer-owned fixtures at charges stated hereunder shall be restricted to fixtures being maintained as of November 1, 1992. For additional requests of the Company to perform maintenance of customer-owned fixtures, the Company may consider providing such service and bill the customer in accordance with the Company's policy related to "Work Performed for the Public."

(Continued on Page No. 5)

**ISSUED BY: Lori Javier J. CrossPortuondo, Manager, Utility Regulatory Planning Services - Florida**
**EFFECTIVE: January 1, 2009**

**RATE SCHEDULE SS-1  
FIRM STANDBY SERVICE  
(Continued from Page No. 3)****Rate Per Month: (Continued)****3. Standby Service Charges: (Continued)****D. Delivery Voltage Credit:**

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by 27¢ per kW.

**E. Metering Voltage Adjustment:**

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

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

**F. Fuel Cost Recovery Factor:**

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

**G. Rate Adjustment:** See Sheet No. 6.106

**HG. Gross Receipts Tax Factor:** See Sheet No. 6.106

**IH. Right-of-Way Utilization Fee:** See Sheet No. 6.106

**Ji. Municipal Tax:** See Sheet No. 6.106

**KJ. Sales Tax:** See Sheet No. 6.106

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 3 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.74 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:****1. On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:**

A. For the calendar months of November through March,  
Monday through Friday\*: 6:00 a.m. to 10:00 a.m. and  
6:00 p.m. to 10:00 p.m.

B. For the calendar months of April through October,  
Monday through Friday\*: 12:00 Noon to 9:00 p.m.

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

**2. Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.****Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

(Continued on Page No. 5)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - FloridaEFFECTIVE: July 1 August 23, 2009

**RATE SCHEDULE SS-2**  
**INTERRUPTIBLE STANDBY SERVICE**  
 (Continued from Page No. 3)

**Rate Per Month: (Continued)**
**3. Standby Service Charges: (Continued)**
**F. Metering Voltage Adjustment:**

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

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

**G. Fuel Cost Recovery Factor:**

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

H. Rate Adjustment: See Sheet No. 6.106

I.H. Gross Receipts Tax Factor: See Sheet No. 6.106

J.I. Right-of-Way Utilization Fee: See Sheet No. 6.106

K.J. Municipal Tax: See Sheet No. 6.106

L.K. Sales Tax: See Sheet No. 6.106

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 4 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.74 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:**

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

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

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

2. **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

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

**Term of Service:**

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

**Special Provisions:**

- When the customer increases the electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
- Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required interruptible equipment will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.

(Continued on Page No. 5)

**ISSUED BY:** Lori J. Cross, Manager, Utility Regulatory Planning - Florida Mark A. Myers, Vice President, Finance

**EFFECTIVE:** July ~~October~~ 1, 2009 ~~3~~

**RATE SCHEDULE SS-3  
CURTAILABLE STANDBY SERVICE  
(Continued from Page No. 3)**

Rate Per Month: (Continued)

**3. Standby Service Charges: (Continued)****F. Metering Voltage Adjustment:**

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

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

**G. Fuel Cost Recovery Factor:**

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

<u>H. Rate Adjustment:</u>	See Sheet No. 6.106
<u>I.H. Gross Receipts Tax Factor:</u>	See Sheet No. 6.106
<u>J.I. Right-of-Way Utilization Fee:</u>	See Sheet No. 6.106
<u>K.J. Municipal Tax:</u>	See Sheet No. 6.106
<u>L.K. Sales Tax:</u>	See Sheet No. 6.106

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 4 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.74 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:****1. On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:**

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

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

**2. Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.****Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

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

**Term of Service:**

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

(Continued on Page No. 5)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida Mark A. Myers, Vice President, FinanceEFFECTIVE: July ~~October~~ 1, 20093

**RATE SCHEDULE TS-1  
TEMPORARY SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To customers for temporary service such as construction, fairs, displays, exhibits, and similar temporary purposes.

**Character of Service:**

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

**Limitation of Service:**

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

**Rate Per Month:**

Company's applicable General Service rate schedule.

**Additional Charges:**

<b>Fuel Cost Recovery Factor:</b>	See Sheet No. 6.105
<b>Rate Adjustment:</b>	See Sheet No. 6.106
<b>Gross Receipts Tax Factor:</b>	See Sheet No. 6.106
<b>Right-of-Way Utilization Fee:</b>	See Sheet No. 6.106
<b>Municipal Tax:</b>	See Sheet No. 6.106
<b>Sales Tax:</b>	See Sheet No. 6.106

**Minimum Monthly Bill:**

As provided for in the applicable rate schedule.

**Terms of Payment:**

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

**Term of Service:**

Service under this rate shall be for a minimum initial term of thirty (30) days from the commencement of service and may be extended for thirty- (30) day periods.

**Special Provisions:**

1. Metering voltage will be at the option of the Company.
2. The Company may under the provisions of this rate, at its option, require a contract with the Customer upon the Company's filed contract form.
3. Where a temporary service extension is required and can be provided by a service drop or connection point to the Company's existing distribution system, the Customer shall pay a service charge of \$227.00 for the cost of installing and removing such temporary service extension.
4. Where line work is required, the Customer shall pay, in advance, the estimated cost of installing and removing such facilities as may be required to provide such temporary service, except the cost of any portion of the facilities which will remain as a part of the permanent service. In addition, the Customer shall deposit with the Company, in advance, a cash sum equal to the estimated charge for energy consumed provided, however, that the Company may waive advance payments if the Customer has established, in the sole judgment of the Company, satisfactory credit.

**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**  
(Continued from Page 1)**(3) Capacity Cost Recovery Factor:**

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

**(4) Environmental Cost Recovery Clause Factor:**

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

**Rate Adjustment:**

As authorized by the Florida Public Service Commission in Docket No. 090079-EI, effective with July 2009 billings, for rates recoverable a) on an interim basis, and b) on a limited basis associated with the Bartow Repowering project, an increase of 10.82% (1.70% for interim and 9.12% for Bartow Repower) shall apply to the following base rate billings under each rate schedule: i) Customer Charge, ii) Demand Charge, iii) Energy Charge, and iv) demand and energy related charges for premium distribution, delivery voltage credits, and power factor. This rate adjustment factor will not apply to load management credits, interruptible credits, curtailable credits, or standby generation credits.

**Gross Receipts Tax Factor:**

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

**Right-of-Way Utilization Fee:**

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

**Municipal Tax:**

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

**Sales Tax:**

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

**Governmental Undergrounding Fee:**

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



**RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

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

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

**Character of Service:**

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

**Limitation of Service:**

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

**Rate Per Month:**

Customer Charge: \$ 8.03

**Demand and Energy Charges:****Non-Fuel Energy Charges:**

First 1,000 kWh 3.592¢ per kWh  
All additional kWh 4.592¢ per kWh

Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**Additional Charges:**

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

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: July 1, 2009



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

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

**Applicable:**

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

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

**Character of Service:**

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

**Limitation of Service:**

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

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

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

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

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

**Rate Per Month:**

<b>Customer Charge:</b>	\$ 8.03
<b>Energy and Demand Charges:</b>	
Non-Fuel Energy Charges:	
First 1,000 kWh	3.592¢ per kWh
All additional kWh	4.592¢ per kWh
Plus the Cost Recovery Factors listed in Rate Schedule BA-1, <i>Billing Adjustments</i> , except the Fuel Cost Recovery Factor:	See Sheet No. 6.105 and 6.106

**Additional Charges:**

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

**Load Management Monthly Credit Amounts:<sup>1,2</sup>**

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

(Continued on Page No. 2)

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

**Availability:**

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

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

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

**Rate Per Month:**

**Customer Charge:** \$ 8.03

**Energy and Demand Charges:**
**Non-Fuel Energy Charges:**

First 1,000 kWh	3.592¢ per kWh
All additional kWh	4.592¢ per kWh

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

**Additional Charges:**

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

**Load Management Credit Amount:<sup>1</sup>**

<u>Interruptible Equipment</u>	<u>Monthly Credit<sup>2</sup></u>
Water Heater and Central Heating System	\$11.50

Notes: (1) Load management credit shall not exceed 40% of the Non-Fuel Energy Charge associated with kWh consumption in excess of 600 kWh/month.

(2) For billing months of November through March only.

**Appliance Interruption Schedule:**

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

**Water Heater** Equipment may be interrupted continuously, not to exceed 300 minutes, and during the Company's designated Peak Periods.

(Continued on Page No. 2)

**RATE SCHEDULE RST-1  
RESIDENTIAL SERVICE  
OPTIONAL TIME OF USE RATE  
(Continued from Page No. 1)****Additional Charges:**

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

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge.

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

1. All service rendered under this rate schedule shall be measured by metering equipment capable of determining energy use during specified hourly periods.
2. Application for service hereunder will be accepted by the Company on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
3. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.
4. Customers at their option may elect to receive a lower monthly Customer Charge by making a Contribution in Aid of Construction (CIAC) equal to the additional installed cost of a time of use meter. As of the effective date of this rate schedule, the CIAC required is \$132.00. For customers electing this option, the Customer Charge shall be the Customer Charge contained in Rate Schedule RS-1.

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

**Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

**Rate Per Month:**
**Customer Charge:**

Unmetered Account:	\$ 5.99
Secondary Metering Voltage:	\$ 10.62
Primary Metering Voltage:	\$ 134.31
Transmission Metering Voltage:	\$ 662.48

**Energy and Demand Charges:**

Non-Fuel Energy Charge: 3.923¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

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

In addition, the Non-Fuel Energy Charge included in the Rate per Month section of this rate schedule shall be increased by 0.542¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

**Metering Voltage Adjustment:**

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

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

**Additional Charges:**

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

(Continued on Page No. 2)

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

**Rating Periods: (Continued)**

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

**Metering Voltage Adjustment:**

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

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

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

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

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

**Rate per Month:****Customer Charge:**

Unmetered Account:	\$ 5.99
Metered Account:	\$ 10.62

**Energy and Demand Charges:**

Non-Fuel Energy Charge:	1.473¢ per kWh
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Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor

See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

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

In addition, the Non-Fuel Energy Charge included in the Rate per Month section of this rate schedule shall be increased by 0.109¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

**Additional Charges:**

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

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: July 1, 2009

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

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

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

(Continued on Page No. 3)

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

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

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge.

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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



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

**Determination of Billing Demand:**

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

**Determination of Curtailable Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

(Continued on Page No. 3)

**RATE SCHEDULE CS-2  
CURTAILABLE GENERAL SERVICE**  
(Continued from Page No. 1)**Determination of Billing Demand:**

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

**Determination of Load Factor Adjusted Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

Bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

(Continued on Page No. 3)

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

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

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

**Power Factor Adjustment:**

Bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

(Continued on Page No. 3)

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

**Rating Periods:**

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

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

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

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

**Determination of Billing Demands:**

The billing demands shall be the following:

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

**Determination of Curtailable Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

Bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

(Continued on Page No. 3)

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

**Rating Periods:**

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

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

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

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

**Determination of Billing Demands:**

The billing demands shall be the following:

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

**Determination of Load Factor Adjusted Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

Bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

(Continued on Page No. 3)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: July 1, 2009

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

**Determination of Billing Demand:**

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

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

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

**Metering Voltage Adjustment:**

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

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

**Power Factor Adjustment:**

Bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

(Continued on Page No. 3)

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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) of more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

(Continued on Page No. 3)

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

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

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

**Power Factor:**

Bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

(Continued on Page No. 3)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: July 1, 2009



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

**Rating Periods: (Continued)**

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

**Determination of Billing Demands:**

The billing demands shall be the following:

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds numerically, .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge.

**Terms of Payment:**

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

(Continued on Page No. 3)

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

**Rating Periods: (Continued)**

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

**Determination of Billing Demands:**

The billing demands shall be the following:

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

**Determination of Load Factor Adjusted Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds numerically, .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

(Continued on Page No. 3)

**RATE SCHEDULE LS-1  
LIGHTING SERVICE  
(Continued from Page No. 3)**

**III. Additional Facilities**
**BILLING TYPE**

	<b>Electrical Pole Receptacle <sup>4</sup></b>		
<b>401</b>	<b>Single</b>		<b>\$2.75 per unit</b>
<b>402</b>	<b>Double</b>		<b>\$3.57 per unit</b>

**Notes to Per Unit Charges:**

- (1) Restricted to existing installations.
- (2) Lumens output may vary with lamp configuration and age. Wattage ratings do not include ballast losses.
- (3) Shown for information only. Energy charges are billed by applying the foregoing energy and demand charges to the total monthly kWh.
- (4) Electric use permitted only during the period of October through January, only on poles designated by the Company. Energy charged separately.
- (5) Special applications only.

**Additional Charges:**

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

**Minimum Monthly Bill:**

The minimum monthly bill shall be the sum of the Customer Charge and applicable Fixture, Maintenance and Pole Charges.

**Terms of Payment:**

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

**Terms of Service:**

Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination. Upon early termination of service under this schedule, the customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removable cost of the facilities.

**Special Provisions:**

1. The customer shall execute a contract on the Company's standard filed contract form for service under this rate schedule.
2. Where the Company provides a fixture or pole type other than those listed above, the monthly charges, as applicable shall be computed as follows:
  - I. Fixture
    - (a) Fixture Charge: 1.46% of the Company's average installed cost.
    - (b) Maintenance Charge: The Company's estimated cost of maintaining fixture.
  - II. Pole
    - Pole Charge: 1.67% of installed cost.
3. The customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the customer for damage.
4. Maintenance Service for customer-owned fixtures at charges stated hereunder shall be restricted to fixtures being maintained as of November 1, 1992. For additional requests of the Company to perform maintenance of customer-owned fixtures, the Company may consider providing such service and bill the customer in accordance with the Company's policy related to "Work Performed for the Public."

(Continued on Page No. 5)

**RATE SCHEDULE SS-1  
 FIRM STANDBY SERVICE  
 (Continued from Page No. 3)**

Rate Per Month: (Continued)

**3. Standby Service Charges: (Continued)**
**D. Delivery Voltage Credit:**

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by 27¢ per kW.

**E. Metering Voltage Adjustment:**

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Distribution Capacity Charge, Generation &amp; Transmission Capacity Charge, Non-Fuel Energy Charge, and Delivery Voltage Credit hereunder:

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

**F. Fuel Cost Recovery Factor:**

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

**G. Rate Adjustment:** See Sheet No. 6.106

**H. Gross Receipts Tax Factor:** See Sheet No. 6.106

**I. Right-of-Way Utilization Fee:** See Sheet No. 6.106

**J. Municipal Tax:** See Sheet No. 6.106

**K. Sales Tax:** See Sheet No. 6.106

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 3 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.74 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:**
**1. On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:**
**A. For the calendar months of November through March, Monday through Friday\*:** 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.

**B. For the calendar months of April through October, Monday through Friday\*:** 12:00 Noon to 9:00 p.m.

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

**2. Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.**
**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

(Continued on Page No. 5)

**RATE SCHEDULE SS-2  
INTERRUPTIBLE STANDBY SERVICE**  
(Continued from Page No. 3)

Rate Per Month: (Continued)

**3. Standby Service Charges: (Continued)****F. Metering Voltage Adjustment:**

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

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

**G. Fuel Cost Recovery Factor:**

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

**H. Rate Adjustment:**

See Sheet No. 6.106

**I. Gross Receipts Tax Factor:**

See Sheet No. 6.106

**J. Right-of-Way Utilization Fee:**

See Sheet No. 6.106

**K. Municipal Tax:**

See Sheet No. 6.106

**L. Sales Tax:**

See Sheet No. 6.106

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 4 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.74 per KW for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:****1. On-Peak Periods - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:**

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

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

**2. Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.****Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

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

**Term of Service:**

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

**Special Provisions:**

- When the customer increases the electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
- Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required interruptible equipment will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.

(Continued on Page No. 5)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: July 1, 2009

**RATE SCHEDULE SS-3  
CURTAILABLE STANDBY SERVICE  
(Continued from Page No. 3)**

Rate Per Month: (Continued)

**3. Standby Service Charges: (Continued)**

**F. Metering Voltage Adjustment:**

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

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

**G. Fuel Cost Recovery Factor:**

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

**H. Rate Adjustment:**

See Sheet No. 6.106

**I. Gross Receipts Tax Factor:**

See Sheet No. 6.106

**J. Right-of-Way Utilization Fee:**

See Sheet No. 6.106

**K. Municipal Tax:**

See Sheet No. 6.106

**L. Sales Tax:**

See Sheet No. 6.106

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 4 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.74 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:**

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

- |    |   |  |
|----|---|--|
| A. | For the calendar months of November through March,<br>Monday through Friday*: | 6:00 a.m. to 10:00 a.m. and<br>6:00 p.m. to 10:00 p.m. |
| B. | For the calendar months of April through October,<br>Monday through Friday*:  | 12:00 Noon to 9:00 p.m.                                |

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

**2. Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

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

**Term of Service:**

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

(Continued on Page No. 5)

**RATE SCHEDULE TS-1  
TEMPORARY SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To customers for temporary service such as construction, fairs, displays, exhibits, and similar temporary purposes.

**Character of Service:**

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

**Limitation of Service:**

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

**Rate Per Month:**

Company's applicable General Service rate schedule.

**Additional Charges:**

<b>Fuel Cost Recovery Factor:</b>	See Sheet No. 6.105
<b>Rate Adjustment:</b>	See Sheet No. 6.106
<b>Gross Receipts Tax Factor:</b>	See Sheet No. 6.106
<b>Right-of-Way Utilization Fee:</b>	See Sheet No. 6.106
<b>Municipal Tax:</b>	See Sheet No. 6.106
<b>Sales Tax:</b>	See Sheet No. 6.106

**Minimum Monthly Bill:**

As provided for in the applicable rate schedule.

**Terms of Payment:**

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

**Term of Service:**

Service under this rate shall be for a minimum initial term of thirty (30) days from the commencement of service and may be extended for thirty- (30) day periods.

**Special Provisions:**

1. Metering voltage will be at the option of the Company.
2. The Company may under the provisions of this rate, at its option, require a contract with the Customer upon the Company's filed contract form.
3. Where a temporary service extension is required and can be provided by a service drop or connection point to the Company's existing distribution system, the Customer shall pay a service charge of \$227.00 for the cost of installing and removing such temporary service extension.
4. Where line work is required, the Customer shall pay, in advance, the estimated cost of installing and removing such facilities as may be required to provide such temporary service, except the cost of any portion of the facilities which will remain as a part of the permanent service. In addition, the Customer shall deposit with the Company, in advance, a cash sum equal to the estimated charge for energy consumed provided, however, that the Company may waive advance payments if the Customer has established, in the sole judgment of the Company, satisfactory credit.

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**ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida**
**EFFECTIVE: JanuaryApril 1, 201008**



**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**
**Applicable:**

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

COST RECOVERY FACTORS							
¢/ kWh							
Rate Schedule/ Metering Level	Fuel Cost Recovery <sup>(1)</sup>			ECCR <sup>(2)</sup>	CCR <sup>(3)</sup>	ECRC <sup>(4)</sup>	
	Levelized	On-Peak	Off-Peak				
RS-1, RST-1, RSL-1, RSL-2, RSS-1 (Sec.)		9.232	5.418	0.223	2.166	0.368	
< 1000	6.290						
> 1000	7.290						
GS-1, GST-1							
Secondary	6.623	9.232	5.418	0.202	1.833	0.343	
Primary	6.557	9.140	5.364	0.200	1.815	0.340	
Transmission	6.491	9.048	5.310	0.198	1.796	0.336	
GS-2 (Sec.)	6.623	-	-	0.164	1.255	0.291	
GSD-1, GSDT-1, SS-1							
Secondary	6.623	9.232	5.418	0.182	1.547	0.307	
Primary	6.557	9.140	5.364	0.180	1.532	0.304	
Transmission	6.491	9.048	5.310	0.178	1.516	0.301	
CS-1, CST-1, CS-2, CS-3, CST-3, SS-3							
Secondary	6.623	9.232	5.418	0.153	1.123	0.287	
Primary	6.557	9.140	5.364	0.151	1.112	0.284	
Transmission	6.491	9.048	5.310	0.150	1.101	0.281	
IS-1, IST-1, IS-2, IST-2, SS-2							
Secondary	6.623	9.232	5.418	0.169	1.344	0.296	
Primary	6.557	9.140	5.364	0.167	1.331	0.293	
Transmission	6.491	9.048	5.310	0.166	1.317	0.290	
LS-1 (Sec.)	6.131	-	-	0.102	0.307	0.252	
GSLM-1, GSLM-2	See appropriate General Service rate schedule						

**(1) Fuel Cost Recovery Factor:**

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

**(2) Energy Conservation Cost Recovery Factor:**

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

(Continued on Page No. 2)

**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**  
(Continued from Page 1)**(3) Capacity Cost Recovery Factor:**

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

**(4) Environmental Cost Recovery Clause Factor:**

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

**Rate Adjustment:**

~~As authorized by the Florida Public Service Commission in Docket No. 090079-E1, effective with July 2009 billings, for rates recoverable a) on an interim basis, and b) on a limited basis associated with the Bartow Repowering project, an increase of 10.82% (1.70% for interim and 9.12% for Bartow Repower) shall apply to the following base rate billings under each rate schedule: i) Customer Charge, ii) Demand Charge, iii) Energy Charge, and iv) demand and energy-related charges for premium distribution, delivery voltage credits, and power factor. This rate adjustment factor will not apply to load management credits, interruptible credits, curtailable credits, or standby generation credits.~~

**Gross Receipts Tax Factor:**

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

**Right-of-Way Utilization Fee:**

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

**Municipal Tax:**

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

**Sales Tax:**

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

**Governmental Undergrounding Fee:**

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

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

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

1. A charge of ~~\$75.00~~<sup>\$64.00</sup> will be made for initial establishment of service to a premise.
2. A charge of ~~\$30.00~~<sup>\$28.00</sup> will be made for each subsequent re-establishment of service to said premise.
3. A charge of ~~\$11.00~~<sup>\$10.00</sup> will be made for each subsequent re-establishment of service to said premise where the customer has a Leave Service Active (LSA) agreement on file for a multi-family rental housing facility on a contiguous property with a minimum of 10 rental properties and 1 owner account.
4. A charge of ~~\$50.00~~<sup>\$40.00</sup> will be made for the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules where such reconnection is performed during normal working hours (M-F, 7AM-7PM). For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.
5. A charge of ~~\$65.00~~<sup>\$50.00</sup> will be made for the reconnection of service for nonpayment or violation of Company or Commission Rules where such reconnection is performed outside of normal working hours. For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.
6. ~~Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5%, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies and instrumentalities at a rate no greater than allowed, and in a manner permitted by applicable law.~~

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

**Late Payment Charge:**

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

**Returned Check Charge:**

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

**Investigation of Unauthorized Use Charge:**

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

**RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

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

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

**Character of Service:**

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

**Limitation of Service:**

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

**Rate Per Month:**

**Customer Charge:** \$ 13.218-03

**Demand and Energy Charges:****Non-Fuel Energy Charges:**

First 1,000 kWh 4.4573-592¢ per kWh  
All additional kWh 5.4574-592¢ per kWh

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

**Additional Charges:**

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

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 2010

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

**Minimum Monthly Bill:**

The Minimum Monthly Bill shall be the Customer Charge.

**Terms of Payment:**

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

**Term of Service:**

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

**Budget Billing Plan (Optional):**

A customer may elect to be billed for service hereunder by an alternative-billing plan called the "Budget Billing Plan." This billing plan provides for payments on an averaged monthly installment basis rather than payments on an actual monthly usage basis. Budget Billing Plan is not available to net metering customers.

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

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

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

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

3. At the customer's option (in lieu of carrying the deferred balance forward in the recalculation of the Monthly Budget Billing Amount) any deferred balance that is outstanding at the customer's annual review may be settled either through being applied to the customer's next bill (if a credit balance) or direct payment to the Company (if a debit balance).

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

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

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

**Applicable:**

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

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

**Character of Service:**

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

**Limitation of Service:**

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

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

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

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

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

**Rate Per Month:**

<b>Customer Charge:</b>	<b>\$ 13,218.03</b>
<b>Energy and Demand Charges:</b>	
Non-Fuel Energy Charges:	
First 1,000 kWh	4.4573-502¢ per kWh
All additional kWh	5.4574-602¢ per kWh
Plus the Cost Recovery Factors listed in Rate Schedule BA-1, <i>Billing Adjustments</i> , except the Fuel Cost Recovery Factor:	See Sheet No. 6.105 and 6.106

**Additional Charges:**

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

**Load Management Monthly Credit Amounts:<sup>1,2</sup>**

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

(Continued on Page No. 2)

**ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida**
**EFFECTIVE: January 1, 2010~~09~~**

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

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

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

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

Notes: (1) Load Management credits shall not exceed 40% of the Non-Fuel Energy Charge associated with kWh consumption in excess of 600 kWh per month.

(2) Premises that have load management devices installed prior to June 30, 2007 may remain on the existing schedule until such time as the customer requests a change under this tariff. When a change is requested, customers may take service only under Schedule B or Schedule S if the customer has a heat pump. Customers may also opt for Schedule C if taking service under another Schedule. Customers whose premises have load management devices installed after June 30, 2007 will be subject to the Limitations of Service above.

(3) For the billing months of November through March only.

(4) For the billing months of April through October only.

**Interruption Schedules:**

Schedule A Equipment interruptions will not exceed an accumulated total of 10 minutes during any 30 minute interval within the Company's designated Peak Periods.

Schedule B Equipment interruptions will not exceed an accumulated total of 16.5 minutes during any 30 minute interval within the Company's designated Peak Periods.

Schedule C Equipment may be interrupted continuously, not to exceed 300 minutes, and during the Company's designated Peak Periods. Where a thermal storage system has been installed hereunder, additional interruptions to the water heater will be made during periods of charging thermal storage system.

Schedule D The regular heating system may be interrupted continuously and alternative heating provided by means of a thermal storage system installed hereunder.

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

**Peak Periods:**

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

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

(2) For the calendar months of April through October, All Days: 1:00 p.m. to 10:00 p.m.

**Terms and Conditions:**

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

(Continued on Page No. 3)

**ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning**

**EFFECTIVE: June 30, 2007**

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

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

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

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



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

**Availability:**

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

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

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

**Rate Per Month:**
**Customer Charge:** \$ 13,218.03
**Energy and Demand Charges:**

## Non-Fuel Energy Charges:

First 1,000 kWh	<u>4.4573-592¢</u> per kWh
All additional kWh	<u>5.4574-592¢</u> per kWh

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

Fuel Cost Recovery Factor:	See Sheet No. 6.105
<del>Rate Adjustment:</del>	<del>See Sheet No. 6.106</del>
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Load Management Credit Amount:<sup>1</sup>**

<u>Interruptible Equipment</u>	<u>Monthly Credit<sup>2</sup></u>
Water Heater and Central Heating System	\$11.50

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

**Appliance Interruption Schedule:**

Heating	Equipment interruptions will not exceed an accumulated total of 16.5 minutes during any 30 minute interval within the Company's designated Peak Periods. Heat pump back-up strip may be interrupted continuously, not to exceed 300 minutes, during the Company's designated Peak. When the heat pump back-up strip is being interrupted, the heat pump will not be interrupted.
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Water Heater	Equipment may be interrupted continuously, not to exceed 300 minutes, and during the Company's designated Peak Periods.
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(Continued on Page No. 2)

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

**Peak Periods:**

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

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

**Terms and Conditions:**

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

**Special Provisions:**

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

**RATE SCHEDULE RST-1  
RESIDENTIAL SERVICE  
OPTIONAL TIME OF USE RATE  
(Closed to New Customers as of 01/01/10)**

**Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

**Rate Per Month:**

**Customer Charge:** \$ 17.0514.84

**Energy and Demand Charges:**

Non-Fuel Energy Charges: 13.95914.212¢ per On-Peak kWh  
0.5100.569¢ per Off-Peak kWh

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

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

**Rating Periods:**

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

- (1) For the calendar months of November through March,  
Monday through Friday \*: 6:00 a.m. to 10:00 a.m. and  
6:00 p.m. to 10:00 p.m.

- (2) For the calendar months of April through October,  
Monday through Friday\*: 12:00 Noon to 9:00 p.m.

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

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

(Continued on Page No. 2)

**RATE SCHEDULE RST-1  
RESIDENTIAL SERVICE  
OPTIONAL TIME OF USE RATE  
(Closed to New Customers as of 01/01/10)  
(Continued from Page No. 1)**

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Rate Adjustment:	<del>See Sheet No. 6.106</del>
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge.

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

1. All service rendered under this rate schedule shall be measured by metering equipment capable of determining energy use during specified hourly periods.
2. Application for service hereunder will be accepted by the Company on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
3. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.
4. Customers at their option may elect to receive a lower monthly Customer Charge by making a Contribution in Aid of Construction (CIAC) equal to the additional installed cost of a time of use meter. As of the effective date of this rate schedule, the CIAC required is ~~\$90.00~~<sup>\$32.00</sup>. For customers electing this option, the Customer Charge shall be the Customer Charge contained in Rate Schedule RS-1.

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

**Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

**Rate Per Month:**
**Customer Charge:**

Unmetered Account:	\$ 7.525-99
Secondary Metering Voltage:	\$ 17.7940-62
Primary Metering Voltage:	\$ 229.49434-34
Transmission Metering Voltage:	\$ 830.59662-48

**Energy and Demand Charges:**

Non-Fuel Energy Charge: 4.7603-923¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

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

In addition, the Non-Fuel Energy Charge included in the Rate per Month section of this rate schedule shall be increased by 0.9680-542¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

**Metering Voltage Adjustment:**

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

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

**Additional Charges:**

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

(Continued on Page No. 2)

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

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

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

**Special Provisions:**

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

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

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

**Rate per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 17,7947.42
Primary Metering Voltage:	\$ <del>229,494</del> 441.12
Transmission Metering Voltage:	\$ <u>830,596</u> 69.28

**Energy and Demand Charge:**

Non-Fuel Energy Charge:	13.95911-241¢ per On-Peak kWh 0.5100-668¢ per Off-Peak kWh
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Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor

See Sheet No. 6.105 and 6.106

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

**Premium Distribution Service Charge:**

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

In addition, the Non-Fuel Charges included in the Rate per Month section of this rate schedule shall be increased by 0.9680-642¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:**

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

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

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

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 201009

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

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

**Metering Voltage Adjustment:**

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

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

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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



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

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

**Rate per Month:****Customer Charge:**

Unmetered Account:	\$ <del>7.525.00</del>
Metered Account:	\$ <u>17.7940.62</u>

**Energy and Demand Charges:**

Non-Fuel Energy Charge: 1.473¢ per kWh

Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor

See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

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

In addition, the Non-Fuel Energy Charge included in the Rate per Month section of this rate schedule shall be increased by ~~0.1680.400¢~~ per kWh for the cost of reserving capacity in the alternate distribution circuit.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Rate Adjustment:	See Sheet No. <del>6.106</del>
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

(Continued on Page No. 2)

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

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

**Special Provisions:**

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

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

where, such above values are established by the Manufacturer.

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

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

**Rate Per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ <del>17,7910.62</del>
Primary Metering Voltage:	\$ <del>229,49434.34</del>
Transmission Metering Voltage:	\$ <del>830,59662.48</del>

**Demand Charge:** \$ ~~5,653.74~~ per kW of Billing Demand

**Energy Charge:**

Non-Fuel Energy Charge: ~~2,3201.6184~~ per kWh

Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

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

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$~~1,230.80~~ per kW for the cost of reserving capacity in the alternate distribution circuit.

**Determination of Billing Demand:**

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

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 2010~~09~~

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

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

For Distribution Primary Delivery Voltage:	\$ 1.010-29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 3.474-09 per kW of Billing Demand

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 2524¢ for each KVAR by which the reactive demand exceeds, numerically .62 times the measured kW demand, and will be decreased 2524¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

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

(Continued on Page No. 3)

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

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

**Special Provisions:**

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

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida ~~Mark A. Myers, Vice President, Finance~~

EFFECTIVE: January ~~October 1, 2010~~ 03

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

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

**Rate per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 17,7947.42
Primary Metering Voltage:	\$ 229,49141.12
Transmission Metering Voltage:	\$ 830,59669.28

**Demand Charges:**

Base Demand Charge:	\$ 3,470.94 per kW of Base Demand
On-Peak Demand Charge:	\$ 2,182.76 per kW of On-Peak Demand

**Energy Charges:**

Non-Fuel Energy Charge:	6,6663-566 ¢ per On-Peak kWh
	0,5100-568 ¢ per Off-Peak kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor

See Sheet No. 6.105 and 6.106

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

**Premium Distribution Service Charge:**

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

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1,230.80 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 201099

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

**Rating Periods:**

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

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

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

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

**Determination of Billing Demands:**

The billing demands shall be the following:

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ <del>1.010.29</del> per kW of Billing Demand
For Transmission Delivery Voltage:	\$ <del>3.474.09</del> per kW of Billing Demand

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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

For customers with metered demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased ~~2524¢~~ for each KVAR by which the reactive demand exceeds numerically .62 times the measured kW demand, and will be decreased ~~2524¢~~ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

(Continued on Page No. 3)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

 EFFECTIVE: January 1, 2010~~08~~

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

**Additional Charges:**

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

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge.

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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



**RATE SCHEDULE GSLM-1  
 GENERAL SERVICE - LOAD MANAGEMENT  
 (Closed to New Customers as of 07/20/00)**

**Availability:**

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

**Applicable:**

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

**Limitation of Service:**

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

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

**Rate Per Month:**

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

**LOAD MANAGEMENT MONTHLY CREDIT AMOUNT**

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

**Notes:**

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

**Interruption Schedules:**

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

(Continued on Page No. 2)

**RATE SCHEDULE GSLM-1**  
**GENERAL SERVICE – LOAD MANAGEMENT**  
(Closed to New Customers as of 07/20/00)  
(Continued from Page No. 1)

**Peak Periods:**

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

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

**Special Provisions:**

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

**RESERVED FOR FUTURE USE****RATE SCHEDULE CS-1  
CURTAILABLE GENERAL SERVICE  
(Closed to New Customers as of 04/16/96)****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

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

**Rate Per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 69.61
Primary Metering Voltage:	\$ 193.30
Transmission Metering Voltage:	\$ 721.46

Demand Charge: \$ 5.97 per kW of Billing Demand

Curtailable Demand Credit: \$ 2.50 per kW of Curtailable Demand

**Energy Charge:**

Non-Fuel Energy Charge: 1.057¢ per kWh

Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

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

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.80 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 201009

**RESERVED FOR FUTURE USE****RATE SCHEDULE CS-1  
CURTAILABLE GENERAL SERVICE  
(Closed to New Customers as of 04/16/96)  
(Continued from Page No. 1)****Determination of Billing Demand:**

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

**Determination of Curtailable Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

(Continued on Page No. 3)

**RESERVED FOR FUTURE USE****RATE SCHEDULE CS-1  
CURTAILABLE GENERAL SERVICE  
(Closed to New Customers as of 04/16/06)  
(Continued from Page No. 2)****Special Provisions:**

- ~~1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment would not be deemed to exist while such energy remains available.~~
- ~~2. Under the provisions of this rate, the Company will require a contract with the customer upon the Company's filed standard contract Form No. 2. An initial Non-Curtailable Demand shall be specified in the contract and shall be based on specifications for power requirements supplied to the Company. (Note: the initial contract Non-Curtailable Demand cannot be set any greater than 75% of the customer's average monthly billing demand in accordance with the Applicable Clause of this rate schedule). The contract Non-Curtailable Demand shall be reestablished under the following conditions:
  - ~~(a) If a change in the customer's power requirements occurs, the Company and the customer shall establish a new contract Non-Curtailable Demand.~~
  - ~~(b) If the customer establishes a demand higher than the contract Non-Curtailable demand during any period of requested curtailment in the billing period, such higher demand shall become the contract Non-Curtailable Demand effective with the next billing period. In addition, Special Provision No. 5 is applicable.~~
  - ~~(c) If the customer establishes a demand lower than the contract Non-Curtailable demand during all periods of requested curtailment in the billing period, such lower demand upon request by the customer shall become the contract Non-Curtailable Demand effective with the next billing period.~~
  - ~~(d) If the customer's contract Non-Curtailable Demand exceeds 75% of the customer's average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection of twelve (12) months), the contract Non-Curtailable Demand shall be set equal to 75% of the customer's average monthly billing demand effective with the current billing period. A re-establishment of the customer's contract Non-Curtailable Demand under this condition shall supersede any other establishment.~~~~
- ~~3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of his power requirements to no more than his contract Non-Curtailable Demand upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request one additional curtailment each calendar year irrespective of capacity availability or operating conditions.~~
- ~~4. A customer will be deemed to have complied with their curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment does not exceed his contract Non-Curtailable Demand.~~
- ~~5. If the maximum 30-minute kW demand established during a requested curtailment in the billing period exceeds the customer's contract Non-Curtailable Demand, the customer will be billed the following additional charge for all billing periods from the most recent prior billing period of requested curtailment through the current billing period, not to exceed a total of twelve (12) billing periods:
  - ~~— 1.25 times the difference in Demand and Energy Charges which would result under Rate Schedule GSD-1 and those Demand and Energy Charges calculated under this rate schedule. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.~~~~

Continued on Page 4

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida Mark A. Myers, Vice President, FinanceEFFECTIVE: January October 1, 2010 03

**RESERVED FOR FUTURE USE****RATE SCHEDULE CS-1  
CURTAILABLE GENERAL SERVICE  
(Closed to New Customers as of 04/16/96)  
(Continued from Page No. 3)****Special Provisions: (Continued)**

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

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

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

~~7. If the customer increases his power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.~~

~~8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% times the installed cost of such additional equipment.~~

~~9. Customers taking service under this curtailable rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives waiver of this Special Provision No. 9 from the Florida Public Service Commission.~~

~~10. Where all or a part of the facilities of a customer receiving service under this rate schedule are designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster, the Company shall not curtail service to the customer during such periods; provided however, that the Company receives notice of the facilities' use as a public shelter sufficiently in advance to permit the deactivation of automatic devices.~~



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

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

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

**Rate Per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 38.1869-64
Primary Metering Voltage:	\$ 240.75493-30
Transmission Metering Voltage:	\$ 841.85724-46

**Demand Charge:** \$ 8.785-97 per kW of Billing Demand

**Curtailable Demand Credit:** \$ 2.48 per kW of Load Factor Adjusted Demand

**Energy Charge:**

Non-Fuel Energy Charge: 1.0924-057¢ per kWh

Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

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

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1,230-80 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 201009

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

**Determination of Billing Demand:**

The billing demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 500 kW. The minimum billing demand of 500 kW shall not apply to those customers transferred to be hereunder on January 1, 2010.

**Determination of Load Factor Adjusted Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ <del>1.010-29</del> per kW of Billing Demand
For Transmission Delivery Voltage:	\$ <del>3.474-09</del> per kW of Billing Demand

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

Bills computed under the above rate per month charges will be increased ~~2524¢~~ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased ~~2524¢~~ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Rate Adjustment:	<del>See Sheet No. 6.106</del>
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

(Continued on Page No. 3)



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

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

(Continued on Page No. 4)

ISSUED BY: Mark A. Myers, Vice President, Finance

EFFECTIVE: October 1, 2003

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

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

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

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

7. If the customer increases his power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% per month times the installed cost of such additional equipment.
9. Customers taking service under this curtailable rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
10. With the exception of those customers transferred to be under this rate schedule on January 1, 2010, service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster. Where a public shelter has been previously designated on the facilities of a herein described transferred customer, the Company shall not curtail service to the Customer during such periods; provided, however, that the Company receives notice of the facilities' use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.
11. ~~Any customer who established a billing demand of less than 500 kW in any of the 12 billing periods preceding May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 9 of this rate.~~

6.2390

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

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

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

**Rate Per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ <del>38.1869</del> .64
Primary Metering Voltage:	\$ <del>240.75493</del> .30
Transmission Metering Voltage:	\$ <del>841.85721</del> .46

<b>Demand Charge:</b>	\$ <del>8.785</del> .97 per kW of Billing Demand
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<b>Curtailable Demand Credit:</b>	\$ 2.48 per kW of Fixed Curtailable Demand
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**Energy Charge:**

Non-Fuel Energy Charge:	<del>1.0921</del> .057¢ per kWh
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Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

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

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by ~~\$1.230~~.80 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Determination of Billing Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ <del>1.010</del> .29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ <del>3.474</del> .09 per kW of Billing Demand

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 201009

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

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

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

**Power Factor Adjustment:**

Bills computed under the above rate per month charges will be increased ~~2524¢~~ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased ~~2524¢~~ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Rate Adjustment:	<del>See Sheet No. 6.106</del>
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

(Continued on Page No. 3)

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

**Special Provisions: (Continued)**

4. A customer will be deemed to have complied with its curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment is lower than the customer's maximum 30-minute kW demand established immediately prior to the requested curtailment by at least the Fixed Curtailable Demand defined in Special Provision No. 2.
5. If a customer has not complied with its curtailment responsibility during a period of requested curtailment, the customer will be billed the following additional charge for all billing periods following the previous period of requested curtailment through the billing period in which such non-compliance occurred, not to exceed a total of twelve (12) billing periods:

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

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

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

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

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

**ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida MARK A. MYERS, VICE PRESIDENT,  
FINANCE**

**EFFECTIVE: January 1, 2010 ~~March 30, 2004~~**

**RESERVED FOR FUTURE USE****RATE SCHEDULE CST-4  
CURTAILABLE GENERAL SERVICE  
OPTIONAL TIME-OF-USE RATE  
(Closed to New Customers as of 04/16/06)****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

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

**Rate per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 60.61
Primary Metering Voltage:	\$ 193.30
Transmission Metering Voltage:	\$ 721.46

**Demand Charges:**

Base Demand Charge:	\$ 0.89 per kW of Base Demand
On-Peak Demand Charge:	\$ 5.03 per kW of On-Peak Demand

**Curtailable Demand Credit:** \$ 2.50 per kW of Curtailable Demand

**Energy Charge:**

Non-Fuel Energy Charge:	1.966 ¢ per On-Peak kWh
	0.567 ¢ per Off-Peak kWh

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

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

**Premium Distribution Service Charge:**

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

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.80 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 201009



**RESERVED FOR FUTURE USE**

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

**Rating Periods:**

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

(1) ~~For the calendar months of November through March,  
 Monday through Friday\*:~~ ~~6:00 a.m. to 10:00 a.m. and  
 6:00 p.m. to 10:00 p.m.~~

(2) ~~For the calendar months of April through October,  
 Monday through Friday\*:~~ ~~12:00 Noon to 9:00 p.m.~~

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

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

**Determination of Billing Demands:**

The billing demands shall be the following:

(a) ~~The Base Demand shall be the maximum 30-minute kW demand established during the current billing period.~~

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

**Determination of Curtailable Demand:**

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

**Delivery Voltage Credit:**

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

~~For Distribution Primary Delivery Voltage: \$ 0.29 per kW of Billing Demand~~  
~~For Transmission Delivery Voltage: \$ 1.00 per kW of Billing Demand~~

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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

Bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

~~Fuel Cost Recovery Factor: See Sheet No. 6.106~~  
~~Rate Adjustment: See Sheet No. 6.106~~  
~~Gross Receipts Tax Factor: See Sheet No. 6.106~~

(Continued on Page No. 3)

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

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

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge.

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

(Continued on Page No. 4)



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

- (d) ~~If the customer's contract Non-Curtailable Demand exceeds 75% of the customer's average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection of twelve (12) months), the contract Non-Curtailable Demand shall be set equal to 75% of the customer's average monthly billing demand effective with the current billing period. A re-establishment of the customer's contract Non-Curtailable Demand under this condition shall supersede any other establishment.~~
3. ~~As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of his power requirements to no more than his contract Non-Curtailable Demand upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request one additional curtailment each calendar year irrespective of capacity availability or operating conditions.~~
4. ~~A customer will be deemed to have complied with his curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment does not exceed his contract Non-Curtailable Demand.~~
5. ~~If the maximum 30-minute kW demand established during a requested curtailment in the billing period exceeds the customer's contract Non-Curtailable Demand, the customer will be billed the following additional charge for all billing periods from the most recent prior billing period of requested curtailment through the current billing period, not to exceed a total of twelve (12) billing periods:~~
- ~~1.25 times the difference in Demand and Energy Charges which would result under Rate Schedule GSDT-1 and those Demand and Energy Charges calculated under this rate schedule. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.~~
6. ~~To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with curtailable loads used during these periods will be subject to additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods to no more than their established Non-Curtailable Demand pursuant to the third paragraph of these provisions.~~
- ~~In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3, SS-2 and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to no more than the customer's Non-Curtailable Demand will be required for the remainder of such period.~~
- ~~In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and does not exceed his Non-Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of any additional cost of such purchased energy.~~
7. ~~If the customer increases his power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.~~
8. ~~The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install, and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% times the installed cost of such additional equipment.~~

**RESERVED FOR FUTURE USE****RATE SCHEDULE CST-1****CURTAILABLE GENERAL SERVICE****OPTIONAL TIME-OF-USE RATE**

(Closed to New Customers as of 04/16/96)

(Continued from Page No. 4)

— **Special Provisions: (Continued)**

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

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

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

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

**Rate Per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 38,1869.64
Primary Metering Voltage:	\$ 240,75493.30
Transmission Metering Voltage:	\$ 841,85724.46

**Demand Charges:**

Base Demand Charge:	\$ 3,470.89 per kW of Base Demand
On-Peak Demand Charge:	\$ 5,316.03 per kW of On-Peak Demand

**Curtailable Demand Credit:** \$ 2.48 per kW of Load Factor Adjusted Demand

**Energy Charge:**

Non-Fuel Energy Charge:	2,7664,966¢ per On-Peak kWh
	0,5100,567¢ per Off-Peak kWh

Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

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

**Premium Distribution Service Charge:**

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

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1,239.80 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)

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

**Rating Periods:**

- (a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:
- (1) For the calendar months of November through March,  
Monday through Friday \*: 6:00 a.m. to 10:00 a.m. and  
6:00 p.m. to 10:00 p.m.
  - (2) For the calendar months of April through October,  
Monday through Friday\*: 12:00 Noon to 9:00 p.m.

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

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

**Determination of Billing Demands:**

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 500 kW. The minimum billing demand of 500 kW shall not apply to those customers transferred to be hereunder on January 1, 2010.
- (b) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

**Determination of Load Factor Adjusted Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ <del>1.010-29</del> per kW of Billing Demand
For Transmission Delivery Voltage:	\$ <del>3.474-00</del> per kW of Billing Demand

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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

Bills computed under the above rate per month charges will be increased ~~2521¢~~ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased ~~2521¢~~ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

(Continued on Page No. 3)

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

**Additional Charges: (Continued)**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

(Continued on Page No. 4)

**ISSUED BY: Mark A. Myers, Vice President, Finance**

**EFFECTIVE: October 1, 2003**

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

(d) If the customer's contract Non-Curtailable Demand exceeds 75% of the customer's average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection of twelve (12) months), the contract Non-Curtailable Demand shall be set equal to 75% of the customer's average monthly billing demand effective with the current billing period. A re-establishment of the customer's contract Non-Curtailable Demand under this condition shall supersede any other establishment.

3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of his power requirements to no more than his contract Non-Curtailable Demand upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
4. A customer will be deemed to have complied with his curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment does not exceed his contract Non-Curtailable Demand.
5. If the maximum 30-minute kW demand established during a requested curtailment in the billing period exceeds the customer's contract Non-Curtailable Demand, the customer will be billed the following additional charge for all billing periods from the most recent prior billing period of requested curtailment through the current billing period, not to exceed a total of twelve (12) billing periods:

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

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

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

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

7. If the customer increases their power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install, and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% per month times the installed cost of such additional equipment.
9. Customers taking service under this curtailable rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
10. With the exception of those customers transferred to be under this rate schedule on January 1, 2010, service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use at a public shelter during periods of emergency or natural disaster. Where a public shelter has been previously designated on the facilities of a herein described transferred customer, the Company shall not curtail service to the Customer during such periods; provided, however, that the Company receives notice of the facilities' use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.
11. Any customer who established a Base billing demand of less than 500 kW in any of the 12 billing periods preceding May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 9 of this rate.

**ISSUED BY: Lori Javier J. CrossPortuondo, Manager, Utility Regulatory Planning Services - Florida****EFFECTIVE: January 1, 201006**



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

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

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

**Rate Per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 38,1869.64
Primary Metering Voltage:	\$ 240,75193.30
Transmission Metering Voltage:	\$ 841,85724.46

**Demand Charges:**

Base Demand Charge:	\$ 3,470.89 per kW of Base Demand
On-Peak Demand Charge:	\$ 5,316.03 per kW of On-Peak Demand

**Curtable Demand Credit:** \$ 2.48 per kW of Fixed Curtable Demand

**Energy Charge:**

Non-Fuel Energy Charge:	2,7664.966¢ per On-Peak kWh 0,5100.667¢ per Off-Peak kWh
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Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

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

**Premium Distribution Service Charge:**

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

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1,230.80 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:**

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

For the calendar months of November through March,  
Monday through Friday\*: 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.

For the calendar months of April through October,  
Monday through Friday\*: 12:00 Noon to 9:00 p.m.

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

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

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 201009

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

**Determination of Billing Demand:**

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

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ <del>1,010.29</del> per kW of Billing Demand
For Transmission Delivery Voltage:	\$ <del>3,474.09</del> per kW of Billing Demand

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

**Metering Voltage Adjustment:**

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

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

**Power Factor Adjustment:**

Bills computed under the above rate per month charges will be increased ~~2524¢~~ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased ~~2524¢~~ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Rate Adjustment:	<del>See Sheet No. 6.106</del>
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

(Continued on Page No. 3)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 201008



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

**Special Provisions: (Continued)**

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

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

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

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

(Continued on Page No. 4)

**ISSUED BY: MARK A. MYERS, VICE PRESIDENT, FINANCE****EFFECTIVE: March 30, 2004**

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

**Special Provisions: (Continued)**

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

**RESERVED FOR FUTURE USE****RATE SCHEDULE IS-1  
INTERRUPTIBLE GENERAL SERVICE  
(Closed to New Customers as of 04/16/96)****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

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

**Rate Per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 255.64
Primary Metering Voltage:	\$ 379.34
Transmission Metering Voltage:	\$ 907.50

Demand Charge: \$ 5.06 per kW of Billing Demand

Interruptible Demand Credit: \$ 3.62 per kW of Billing Demand

**Energy Charge:**

Non-Fuel Energy Charge:	0.700¢ per kWh
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Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, Billing Adjustments,  
except the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

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

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.80 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Determination of Billing Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 0.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 1.09 per kW of Billing Demand

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 201009

**RESERVED FOR FUTURE USE****RATE SCHEDULE IS-1  
INTERRUPTIBLE GENERAL SERVICE  
(Closed to New Customers as of 04/16/96)  
(Continued from Page No. 1)****Metering Voltage Adjustment:**

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

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

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) of more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

(Continued on Page No. 3)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 201009

**RESERVED FOR FUTURE USE****RATE SCHEDULE IS-4**  
**INTERRUPTIBLE GENERAL SERVICE**  
(Closed to New Customers as of 04/16/96)  
(Continued from Page No. 2)~~Special Provisions: (Continued)~~

- ~~In the event a customer elects to interrupt irrespective of the availability of additional energy purchased by the Company during the period for which interruption would have otherwise occurred, the customer will incur no responsibility for the payment of any additional cost of such energy.~~
- ~~5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.~~
- ~~6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.~~
- ~~7. Where all or a part of the facilities of a customer receiving service under this rate schedule are designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster, the Company shall not interrupt service to the customer during such periods; provided however, that the Company receives notice of the facilities use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.~~

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

Available throughout the entire territory served by the Company.

**Applicability:**

Applicable to customers, other than residential, for light and power purposes where the billing demand is 500 kW or more, and where service may be interrupted by the Company. For customer accounts established under this rate schedule after June 3, 2003 (excluding those accounts transferred to be hereunder on January 1, 2010), service is limited to premises at which an interruption of electric service will primarily affect only the customer, its employees, agents, lessees, tenants or business guests, and will not significantly affect members of the general public, nor interfere with functions performed for the protection of public health or safety. Examples of premises at which service under this rate schedule may not be provided, unless adequate on-site backup generation is available, include, but are not limited to: retail businesses, offices, and governmental facilities open to members of the general public, stores, hotels, motels, convention centers, theme parks, schools, hospitals and health care facilities, designated public shelters, detention and correctional facilities, police and fire stations, and other similar facilities.

**Character of Service:**

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

**Limitation of Service:**

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

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

**Rate Per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 268.21255.64
Primary Metering Voltage:	\$ 470.78379.34
Transmission Metering Voltage:	\$ 1,071.88997.50

**Demand Charge:** \$ 8.785.95 per kW of Billing Demand

**Interruptible Demand Credit:** \$ 3.31 per kW of Load Factor Adjusted Demand

**Energy Charge:**

Non-Fuel Energy Charge: 1.0929-700¢ per kWh

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

**Premium Distribution Service Charge:**

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

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by ~~\$1,230.80~~ per kW for the cost of reserving capacity in the alternate distribution circuit.

**Determination of Billing Demand:**

The Billing Demand shall be the maximum 30-minute kW demand established during the billing period, but not less than 500 kW. The minimum billing demand of 500 kW shall not apply to those customers transferred to be hereunder on January 1, 2010.

**Determination of Load Factor Adjusted Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ 1,010.29 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 3,474.09 per kW of Billing Demand

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 2010



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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

Bills computed under the above rate per month charges will be increased ~~2524¢~~ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased ~~2524¢~~ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

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

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

**Term of Service:**

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

**Special Provisions:**

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

(Continued on Page No. 3)

**ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida**

**EFFECTIVE: January 1, 2010**

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

**Special Provisions: (Continued)**

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

5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
7. With the exception of those customers transferred to be under this rate schedule on January 1, 2010, service under this rate is not available if all of a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster. Where a public shelter has been previously designated on the facilities of a herein described transferred customer, the Company shall not interrupt service to the Customer during such periods; provided, however, that the Company receives notice of the facilities' use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.
8. Service under this rate schedule is not available at any location for which the Company deems is not feasible to have its interruptible equipment installed under its standard engineering design and practices. Infeasible installations include those requiring excessive equipment or installation costs, having physical limitations or obstacles, or affecting the reliability of service to others. Any customer who established a billing demand of less than 500 kW in any of the 12 billing periods preceding May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 6 of this rate.



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

**Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

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

**Character of Service:**

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

**Limitation of Service:**

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

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

**Rate Per Month:**
**Customer Charge:**

Secondary Metering Voltage:	\$ 255.64
Primary Metering Voltage:	\$ 379.34
Transmission Metering Voltage:	\$ 907.50

**Demand Charge:**

Base Demand Charge:	\$ 0.80 per kW of Base Demand
On-Peak Demand Charge:	\$ 4.42 per kW of On-Peak Demand
Interruptible Demand Credit:	\$ 3.62 per kW of On-Peak Demand

**Energy Charge:**

Non-Fuel Energy Charge:	0.993¢ per On-Peak kWh
	0.567¢ per Off-Peak kWh

 Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

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

**Premium Distribution Service Charge:**

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

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$0.80 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:**

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

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

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

(Continued on Page No. 2)

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

**Rating Periods: (Continued)**

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

**Determination of Billing Demands:**

The billing demands shall be the following:

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

**Delivery Voltage Credit:**

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

<del>For Distribution Primary Delivery Voltage:</del>	<del>\$ 0.29 per kW of Billing Demand</del>
<del>For Transmission Delivery Voltage:</del>	<del>\$ 1.00 per kW of Billing Demand</del>

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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

~~For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 21¢ for each KVAR by which the reactive demand exceeds numerically, .62 times the measured kW demand, and will be decreased 21¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.~~

**Additional Charges:**

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

**Minimum Monthly Bill:**

~~The minimum monthly bill shall be the Customer Charge.~~

**Terms of Payment:**

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

(Continued on Page No. 3)

**RESERVED FOR FUTURE USE**  
**RATE SCHEDULE IST-1**  
**INTERRUPTIBLE GENERAL SERVICE**  
**OPTIONAL TIME OF USE RATE**  
(Closed to New Customers as of 04/16/06)  
(Continued from Page No. 2)

**Term of Service:**

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

**Special Provisions:**

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

~~In the event a customer elects to interrupt irrespective of the availability of additional energy purchased by the Company during the period for which interruption would have otherwise occurred, the customer will incur no responsibility for the payment of any additional cost of such energy.~~
- ~~5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.~~
- ~~6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.~~
- ~~7. Where all or a part of the facilities of a customer receiving service under this rate schedule are designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster, the Company shall not interrupt service to the customer during such periods; provided however, that the Company receives notice of the facilities' use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.~~

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

Available throughout the entire territory served by the Company.

**Applicability:**

At the option of the customer, applicable to customers otherwise eligible for service under Rate Schedule IS-2, where the billing demand is 500 kW or more, provided that the total electric requirements at each point of delivery are measured through one meter. For customer accounts established under this rate schedule after June 3, 2003 (excluding those accounts transferred to be hereunder on January 1, 2010), service is limited to premises at which an interruption of electric service will primarily affect only the customer, its employees, agents, lessees, tenants, or business guests, and will not significantly affect members of the general public, nor interfere with functions performed for the protection of public health or safety. Examples of premises at which service under this rate schedule may not be provided, unless adequate on-site backup generation is available, include, but are not limited to: retail businesses, offices, and governmental facilities open to members of the general public, stores, hotels, motels, convention centers, theme parks, schools, hospitals and health care facilities, designated public shelters, detention and correctional facilities, police and fire stations, and other similar facilities.

**Character of Service:**

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

**Limitation of Service:**

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

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

**Rate Per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 268.21255-64
Primary Metering Voltage:	\$ 470.78379-34
Transmission Metering Voltage:	\$ 1,071.88907-50

**Demand Charge:**

Base Demand Charge:	\$ 3.470-80 per kW of Base Demand
On-Peak Demand Charge:	\$ 5.314-42 per kW of On-Peak Demand

**Interruptible Demand Credit:** \$ 3.31 per kW of Load Factor Adjusted Demand

**Energy Charge:**

Non-Fuel Energy Charge:	2.7660-993¢ per On-Peak kWh
	0.5100-567¢ per Off-Peak kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

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

**Premium Distribution Service Charge:**

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

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1,230-80 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:**

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

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

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

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 201009

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

**Rating Periods: (Continued)**

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

**Determination of Billing Demands:**

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 500 kW. The minimum billing demand of 500 kW shall not apply to those customers transferred to be hereunder on January 1, 2010.
- (b) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

**Determination of Load Factor Adjusted Demand:**

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

**Delivery Voltage Credit:**

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

For Distribution Primary Delivery Voltage:	\$ <del>1,010.29</del> per kW of Billing Demand
For Transmission Delivery Voltage:	\$ <del>3,474.09</del> per kW of Billing Demand

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

**Metering Voltage Adjustment:**

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

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

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased ~~2524¢~~ for each KVAR by which the reactive demand exceeds numerically, .62 times the measured kW demand, and will be decreased ~~2524¢~~ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
<del>Rate Adjustment:</del>	<del>See Sheet No. 6.106</del>
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

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

**Terms of Payment:**

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

(Continued on Page No. 3)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 2010~~09~~

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

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

**Special Provisions:**

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

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

5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
7. With the exception of those customers transferred to be under this rate schedule on January 1, 2010, service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster. Where a public shelter has been previously designated on the facilities of a herein described transferred customer, the Company shall not interrupt service to the Customer during such periods; provided, however, that the Company receives notice of the facilities' use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.
8. Service under this rate schedule is not available at any location for which the Company deems is not feasible to have its interruptible equipment installed under its standard engineering design and practices. Infeasible installations include those requiring excessive equipment or installation costs, having physical limitations or obstacles, or affecting the reliability of service to others. Any customer who established a billing demand of less than 500 kW in any of the 12 billing periods proceeding May 1, 2002, shall be advised by the Company that the minimum billing demand of 500 kW would not apply in the event the customer exercises Special Provision No. 6 of this rate.

**ISSUED BY: Lori Javier J. Cross Puertoondo, Manager, Utility Regulatory Planning Services - Florida****EFFECTIVE: January 1, 201006**

**RATE SCHEDULE LS-1  
 LIGHTING SERVICE**
**Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To any customer for the sole purpose of lighting roadways or other outdoor land use areas; served from either Company or customer owned fixtures of the type available under this rate schedule. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party.

**Character of Service:**

Continuous dusk to dawn automatically controlled lighting service (i.e. photoelectric cell); alternating current, 60 cycle, single phase, at the Company's standard voltage available.

**Limitation of Service:**

Availability of certain fixture or pole types at a location may be restricted due to accessibility.

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

**Rate Per Month:**
**Customer Charge:**

 Unmetered: \$ ~~2.814.09~~ per line of billing  
 Metered: \$ ~~10.013.43~~ per line of billing

**Energy and Demand Charge:**

 Non-Fuel Energy Charge: ~~2.0891.555¢~~ per kWh

 Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**Per Unit Charges:**
**I. Fixtures:**

BILLING TYPE	DESCRIPTION	LAMP SIZE <sup>2</sup>			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY <sup>3</sup>
<b>Incandescent: <sup>1</sup></b>							
110	Roadway	1,000	105	32	\$0.94	\$3.73	\$0.670.46
115	Roadway	2,500	205	66	1.48	3.36	<u>1.380.95</u>
170	Post Top	2,500	205	72	18.69	3.36	<u>1.504.04</u>
<b>Mercury Vapor: <sup>1</sup></b>							
205	Open Bottom	4,000	100	44	\$2.34	\$1.65	\$0.920.64
210	Roadway	4,000	100	44	2.70	1.65	<u>0.920.64</u>
215	Post Top	4,000	100	44	3.18	1.65	<u>0.920.64</u>
220	Roadway	8,000	175	71	3.06	1.62	<u>1.484.03</u>
225	Open Bottom	8,000	175	71	2.29	1.62	<u>1.484.03</u>
235	Roadway	21,000	400	158	3.70	1.66	<u>3.302.28</u>
240	Roadway	62,000	1,000	386	4.85	1.63	<u>8.065.58</u>
245	Flood	21,000	400	158	4.85	1.66	<u>3.302.28</u>
250	Flood	62,000	1,000	386	5.68	1.63	<u>8.065.58</u>

(Continued on Page No. 2)

 ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning Services - Florida

EFFECTIVE: January 1, 201009



**RATE SCHEDULE LS-1  
 LIGHTING SERVICE**  
 (Continued from Page No. 1)

**I. Fixtures: (Continued)**

BILLING TYPE	DESCRIPTION	LAMP SIZE <sup>2</sup>			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY <sup>3</sup>
<b>Sodium Vapor:</b>							
301	Sandpiper HPS Deco Roadway	27,500	250	104	\$12.66	\$1.58	\$2,174.50
305	Open Bottom <sup>1</sup>	4,000	50	21	2.33	1.87	0.440-30
310	Roadway <sup>1</sup>	4,000	50	21	2.86	1.87	0.440-30
313	Open Bottom <sup>1</sup>	6,500	70	29	3.84	1.88	0.610-42
314	Hometown II	9,500	100	42	3.74	1.58	0.880-64
315	Post Top - Colonial/Contemp <sup>1</sup>	4,000	50	21	4.62	1.87	0.440-30
316	Colonial Post Top <sup>1</sup>	4,000	50	34	3.71	1.87	0.710-49
318	Post Top <sup>1</sup>	9,500	100	42	2.29	1.58	0.880-64
320	Roadway-Overhead Only	9,500	100	42	3.34	1.58	0.880-64
321	Deco Post Top - Monticello	9,500	100	49	11.15	1.58	1.020-74
322	Deco Post Top - Flagler	9,500	100	49	15.10	1.58	1.020-74
323	Roadway-Turtle OH Only	9,500	100	42	3.96	1.58	0.880-64
325	Roadway-Overhead Only	16,000	150	65	3.46	1.60	1.360-94
326	Deco Post Top - Sanibel	9,500	100	49	16.64	1.58	1.020-74
330	Roadway-Overhead Only	22,000	200	87	3.34	1.68	1.824-26
335	Roadway	27,500	250	104	3.81	1.58	2.174-50
336	Roadway-Bridge <sup>1</sup>	27,500	250	104	6.18	1.58	2.174-50
337	Roadway-DOT <sup>1</sup>	27,500	250	104	5.38	1.58	2.174-50
338	Deco Roadway-Maitland	27,500	250	104	8.82	1.58	2.174-50
340	Roadway-Overhead Only	50,000	400	169	4.61	1.61	3.532-44
341	HPS Flood-City of Sebring only <sup>1</sup>	16,000	150	65	3.72	1.60	1.360-94
342	Roadway-Turnpike <sup>1</sup>	50,000	400	168	8.20	1.61	3.512-43
343	Roadway-Turnpike <sup>1</sup>	27,500	250	108	8.36	1.58	2.264-56
345	Flood-Overhead Only	27,500	250	103	4.77	1.58	2.154-49
347	Clemont	9,500	100	49	18.92	1.58	1.020-74
348	Clemont	27,500	250	104.140	20.76	1.58	2.172-02
350	Flood-Overhead Only- <sup>5</sup>	50,000	400	170	4.76	1.61	3.552-46
351	Underground Roadway	9,500	100	42	5.70	1.58	0.880-64
352	Underground Roadway	16,000	150	65	6.95	1.60	1.360-94
354	Underground Roadway	27,500	250	108	7.42	1.58	2.264-56
356	Underground Roadway	50,000	400	168	7.96	1.61	3.512-43
357	Underground Flood	27,500	250	108	8.58	1.58	2.264-56
358	Underground Flood <sup>1</sup>	50,000	400	168	8.70	1.61	3.512-43
359	Underground Turtle Roadway	9,500	100	42	5.58	1.58	0.880-64
360	Deco Roadway Rectangular	9,500	100	47	11.48	1.58	0.980-68
365	Deco Roadway Rectangular	27,500	250	108	10.90	1.58	2.264-56
366	Deco Roadway Rectangular	50,000	400	168	11.00	1.61	3.512-43
370	Deco Roadway Round	27,500	250	108	14.12	1.58	2.264-56
375	Deco Roadway Round	50,000	400	168	14.13	1.61	3.512-43
380	Deco Post Top - Ocala	9,500	100	49	8.05	1.58	1.020-74
381	Deco Post Top <sup>1</sup>	9,500	100	49	3.71	1.58	1.020-74
383	Deco Post Top-Biscayne	9,500	100	49	12.99	1.58	1.020-74
385	Deco Post Top - Sebring	9,500	100	49	6.19	1.58	1.020-74
393	Deco Post Top <sup>1</sup>	4,000	50	21	7.99	1.87	0.440-30
394	Deco Post Top <sup>1</sup>	9,500	100	49	16.64	1.58	1.020-74
<b>Metal Halide:</b>							
327	Deco Post Top-MH Sanibel	12,000	175	74	\$16.85	\$2.49	\$1,554.07
349	Clemont Tear Drop	12,000	175	74	19.91	2.49	1,554.07
371	MH Deco Rectangular	38,000	400	159	13.07	2.60	3,322.30
372	MH Deco Circular	38,000	400	159	15.30	2.60	3,322.30
373	MH Deco Rectangular <sup>5</sup>	110,000	1,000	378	14.02	2.71	7,906.47
386	MH Flood <sup>5</sup>	110,000	1,000	378	12.07	2.71	7,906.47
389	MH Flood-Sportlighter <sup>5</sup>	110,000	1,000	378	11.92	2.71	7,906.47
390	MH Deco Cube	38,000	400	159	15.98	2.60	3,322.30
396	Deco PT MH Sanibel Dual <sup>5</sup>	24,000	350	148	30.91	4.98	3,092.44
397	MH Post Top-Biscayne	12,000	175	74	13.73	2.49	1,554.07
398	MH Deco Cube <sup>5</sup>	110,000	1,000	378	18.64	2.71	7,906.47
399	MH Flood	38,000	400	159	10.55	2.60	3,322.30

(Continued on Page No. 3)

 ISSUED BY: Lori Javier J. Cross Pertuendo, Manager, Utility Regulatory Planning Services - Florida

 EFFECTIVE: January 1, 2010



**RATE SCHEDULE LS-1  
 LIGHTING SERVICE**  
 (Continued from Page No. 2)

**II. POLES**

BILLING TYPE	DESCRIPTION	CHARGE PER UNIT
404	35' Deco Concrete – Mariner	\$20.48
405	Concrete, 30/35'	4.63
406	16' Deco Conc – Single Sanibel	10.72
407	16' Decon Conc – Double Sanibel	11.56
408	26' Aluminum DOT Style Pole	42.08
409	36' Aluminum DOT Style Pole	50.22
410	Concrete, 15' <sup>1</sup>	2.12
411	16' Octagonal Conc <sup>1</sup>	2.00
412	32' Octagonal Deco Concrete	14.93
413	25' Tenon Top Concrete	10.85
415	Concrete, Curved <sup>1</sup>	4.37
420	Wood, 30/35'	1.99
425	Wood, 14' Laminated <sup>1</sup>	2.18
428	Deco Fiberglass, 35', Bronze, Reinforced <sup>1</sup>	17.51
429	Deco Fiberglass, 41', Bronze, Reinforced <sup>1</sup>	28.90
430	Fiberglass, 14', Black <sup>1</sup>	2.30
431	Deco Fiberglass, 41', Bronze <sup>1</sup>	15.74
432	Deco Fiberglass, 35', Bronze, Anchor Base <sup>1</sup>	25.19
433	Deco Fiberglass, 35', Bronze <sup>1</sup>	12.46
434	Deco Fiberglass, 20', Black, Deco Base <sup>1</sup>	11.43
435	Aluminum, Type A <sup>1</sup>	6.04
436	Deco Fiberglass, 16', Black, Fluted <sup>1</sup>	17.87
437	Fiberglass, 16', Black, Fluted, Dual Mount <sup>1</sup>	20.11
438	Deco Fiberglass, 20', Black <sup>1</sup>	5.36
439	Black Fiberglass 16'	18.13
440	Aluminum, Type B <sup>1</sup>	6.72
445	Aluminum, Type C <sup>1</sup>	13.13
446	Deco Fiberglass, 30', Bronze <sup>1</sup>	10.60
447	Deco Fiberglass, 35', Silver, Anchor Base <sup>1</sup>	19.61
448	Deco Fiberglass, 41', Silver <sup>1</sup>	16.50
449	Deco Fiberglass, 16', Black, Fluted, Anchor Base <sup>1</sup>	15.90
450	Concrete, 1/2 Special	1.60
455	Steel, Type A <sup>1</sup>	3.77
460	Steel, Type B <sup>1</sup>	4.04
465	Steel, Type C <sup>1</sup>	5.65
466	16' Deco Con Vic II – Dual Mount	16.55
467	16' Deco Conc Washington – Dual	23.71
468	16' Deco Conc Colonial – Dual Mount	12.23
469	35' Tenon Top Quad Flood Mount	12.49
470	45' Tenon Top Quad Flood Mount	17.32
471	22' Deco Concrete	13.74
472	22' Deco Conc Single Sanibel	14.69
473	22' Deco Conc Double Sanibel	15.82
474	22' Deco Conc Double Mount	17.17
476	25' Tenon Top Bronze Concrete	16.07
477	30' Tenon Top Bronze Concrete	17.14
478	35' Tenon Top Bronze Concrete	18.46
479	41' Tenon Top Bronze Concrete	22.30
480	Wood, 40/45'	4.81
481	30' Tenon Top Concrete, Single Flood Mount	9.22
482	30' Tenon Top Conc, Double Flood Mount/Includes Bracket	11.26
483	46' Tenon Top Conc, Triple Flood Mount/Includes Bracket	17.23
484	46' Tenon Top Conc, Double Flood Mount/Includes Bracket	16.95
485	Concrete, 40/45'	9.34
486	Tenon Style Concrete 46' Single Flood Mount	14.03
487	35' Tenon Top Conc, Triple Flood Mount/Includes Bracket	12.40
488	35' Tenon Top Conc, Double Flood Mount/Includes Bracket	12.12
489	35' Tenon Top Concrete, Single Flood Mount	10.08
490	Special Concrete 13' <sup>1</sup>	15.94
491	30' Tenon Top Conc, Triple Flood Mount/Includes Bracket	11.55
492	16' Smooth Decorative Concrete/The Colonial	8.24
493	19' White Aluminum <sup>1</sup>	23.71
494	46' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	14.91
495	Dual Mount 20' Fiberglass <sup>1</sup>	9.93
496	30' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	11.40
497	16' Decorative Concrete w/decorative base/The Washington	19.95
498	35' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	12.25
499	16' Decorative Concrete-Vic II	11.98

(Continued on Page No. 4)

**RATE SCHEDULE LS-1  
LIGHTING SERVICE**  
(Continued from Page No. 3)

**III. Additional Facilities**
**BILLING TYPE**

	<i>Electrical Pole Receptacle<sup>4</sup></i>		
401	Single		\$2.75 per unit
402	Double		\$3.57 per unit

**Notes to Per Unit Charges:**

- (1) Restricted to existing installations.
- (2) Lumens output may vary with lamp configuration and age. Wattage ratings do not include ballast losses.
- (3) Shown for information only. Energy charges are billed by applying the foregoing energy and demand charges to the total monthly kWh.
- (4) Electric use permitted only during the period of October through January, only on poles designated by the Company. Energy charged separately.
- (5) Special applications only.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Rate Adjustment:	<del>See Sheet No. 6.106</del>
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

The minimum monthly bill shall be the sum of the Customer Charge and applicable Fixture, Maintenance and Pole Charges.

**Terms of Payment:**

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

**Terms of Service:**

Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination. Upon early termination of service under this schedule, the customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and ~~removal~~removable cost of the facilities.

**Special Provisions:**

1. The customer shall execute a contract on the Company's standard filed contract form for service under this rate schedule.
2. Where the Company provides a fixture or pole type other than those listed above, the monthly charges, as applicable shall be computed as follows:
  - I. Fixture
 

(a) Fixture Charge:	1.46% of the Company's average installed cost.
(b) Maintenance Charge:	The Company's estimated cost of maintaining fixture.
  - II. Pole
 

Pole Charge:	1.67% of installed cost.
--------------	--------------------------
3. The customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the customer for damage.
4. Maintenance Service for customer-owned fixtures at charges stated hereunder shall be restricted to fixtures being maintained as of November 1, 1992. For additional requests of the Company to perform maintenance of customer-owned fixtures, the Company may consider providing such service and bill the customer in accordance with the Company's policy related to "Work Performed for the Public."

(Continued on Page No. 5)

**RATE SCHEDULE LS-1  
LIGHTING SERVICE**  
(Continued from Page No. 4)**Special Provisions: (Continued)**

5. kWh consumption for Company-owned fixtures shall be estimated in lieu of installing meters. kWh estimates will be made using the following formula:

$$\text{kWh} = \frac{\text{Unit Wattage (including ballast losses)} \times 350 \text{ hours per month}}{1,000}$$

6. kWh consumption for customer-owned fixtures shall be metered. Installation of customer-owned lighting facilities shall be provided for by the customer. ~~The Company may consider installing customer-owned lighting facilities and will bill the customer in accordance with the Company's policy related to "Work Performed for the Public."~~ Any costs incurred by the Company to provide for consolidation of existing lighting facilities for the purpose of metering shall be at the customer's expense.
7. No Pole Charge shall be applicable for a fixture installed on a company-owned pole which is utilized for other general electrical distribution purposes.
8. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
9. For a fixture type restricted to existing installations and requiring major renovation or replacement, the fixture shall be replaced by an available similar sodium-vapor fixture, with the exception of mercury vapor, of the customer's choosing and the customer shall commence being billed at its appropriate rate. Where the customer requests the continued use of the same fixture type for appearance reasons, the Company will attempt to provide such fixture and the customer shall commence being billed at a rate determined in accordance with Special Provision No. 2 for the cost of the renovated or replaced fixture.
10. The customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.
11. After December 31, 1998, all new leased lighting shall be installed on poles owned by the Company.
12. Alterations to leased lighting facilities requested by the customer after date of installation (i.e. redirect, install shields, etc.), will be billed to the customer in accordance with the Company's policy related to "Work Performed for the Public".
13. Service for street or area lighting is normally provided from existing distribution facilities. Where suitable distribution facilities do not exist, it will be the customer's responsibility to pay for necessary additional facilities. Refer to Section III, paragraph 3.01 of the Company's General Rules and Regulations Governing Electric Service to determine the Contribution in Aid of Construction owed by the customer.
14. Requests for exchanging facilities, upgrades, relocations, removals, etc are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

**RATE SCHEDULE SS-1  
FIRM STANDBY SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To any customer, other than residential, having on-site generating equipment and requesting firm standby service. A customer requesting firm standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load and (3) is operated for other than emergency and test purposes.

**Character of Service:**

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

**Limitation of Service:**

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

**Definitions:**

"Standby Electric Service" refers to backup or maintenance service or both.

"Backup Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a customer's own generation equipment during an unscheduled outage of the customer's generation.

"Maintenance Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a customer's own generation equipment during a scheduled outage of the customer's generation.

"Supplemental Service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the customer's own generation equipment.

"Otherwise Applicable Rate Schedule" refers to the rate schedule under which the customer would have received service if the customer had no self-generation.

**Determination of Standby Service Requirements:**

The customer may elect either of the following two options for determination of standby service requirements:

**Option A:**

1. The customer shall provide the Company within three (3) days of the end of the billing period the following information for each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation:
  - (a) Amount of load in kW ordinarily supplied by customer's generation.
  - (b) Amount of load reduction in kW, if any, as a direct result of customer's generation outage.

(Continued on Page No. 2)

**RATE SCHEDULE SS-1  
FIRM STANDBY SERVICE**  
(Continued from Page No. 1)**Determination of Standby Service Requirements: (Continued)****Option A: (Continued)**

2. For each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation, the standby power amount shall be determined in accordance with the following formula:

Standby power in kW =

Amount of load in kW ordinarily supplied by customer's generation,

Minus customer's generation output in kW,

Minus amount of load reduction in kW as a direct result of customer's generation outage.

Note: In no event shall standby power amount be less than zero.

3. For each 30-minute time interval of non-outages of the customer's generation, the standby power is zero amount.

**Option B:**

1. A determination of the customer's standby power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Standby power in kW =

Specified Maximum Self-Service Generating Capability in kW,

Less a Specified Amount of Load Reduction in kW, if any, that directly results from an outage of the customer's generation,

Minus customer's generation output in kW.

Note: In no event shall standby power amount be less than zero, nor shall standby power amount exceed the total amount of company-supplied power.

2. Initially, the customer and the Company shall mutually agree upon the customer's Specified Maximum Self-Service Generating Capability. Whenever the Specified Maximum Self-Service Generating Capability is exceeded by a higher amount of actual self-service generation, such greater amount becomes the new specified amount. The customer and the Company shall also mutually agree upon a Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation. Where a bona fide change in the customer's generation facilities occurs, the Company and the customer shall agree upon a new Specified Maximum Self-Service Generating Capability and a new Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation.

**Determination of Supplemental Service Requirements:**

A determination of the customer's supplemental power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Supplemental Power in kW =

Total Company-Supplied Power in kW,

Minus Standby Power in kW.

(Continued on Page No. 3)

**RATE SCHEDULE SS-1**  
**FIRM STANDBY SERVICE**  
 (Continued from Page No. 2)

**Determination of Specified Standby Capacity:**

1. Initially, the customer and the Company shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Company. This shall be termed for billing purposes as the "Specified Standby Capacity".
2. Where a bona fide change in the customer's standby capacity requirement occurs, the Company and the customer shall establish a new Specified Standby Capacity.
3. The Specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 30-minute kW standby power requirement established in the current billing month, or (3) the maximum 30-minute kW standby power requirement established in any of the twenty-three (23) preceding billing months.

**Rate Per Month:**
**1. Customer Charge:**

Secondary Metering Voltage:	\$ <del>63.1882</del> .29
Primary Metering Voltage:	\$ <del>265.75216</del> .09
Transmission Metering Voltage:	\$ <del>866.85744</del> .16

Note: Where the Customer has paid the costs of metering equipment pursuant to a Cogeneration Agreement, the Customer Charge shall be \$74.42.

**2. Supplemental Service Charges:**

All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.

**3. Standby Service Charges:**
**A. Distribution Capacity:**

\$~~3.211~~.46 per kW times the Specified Standby Capacity.

Note: No charge is applicable to a customer who has provided all the facilities for interconnection to the Company's transmission system.

**B. Generation & Transmission Capacity:**

The charge shall be the greater of:

1. \$~~1.1600~~.814 per kW times the Specified Standby Capacity or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-Peak Periods times \$~~0.5520~~.388/kW times the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
March, April, May, October	0.80
June, September, November, December	1.00
January, February, July, August	1.20

**C. Energy Charges**

Non-Fuel Energy Charge: 0.5109.683¢ per kWh

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

(Continued on Page No. 4)

**RATE SCHEDULE SS-1**  
**FIRM STANDBY SERVICE**  
 (Continued from Page No. 3)

**Rate Per Month: (Continued)**
**3. Standby Service Charges: (Continued)**
**D. Delivery Voltage Credit:**

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by \$0.9627 per kW.

**E. Metering Voltage Adjustment:**

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

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

**F. Fuel Cost Recovery Factor:**

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

<del>G.</del> <del>Rate Adjustment:</del>	<del>See Sheet No. 6.106</del>
<del>GH.</del> <del>Gross Receipts Tax Factor:</del>	<del>See Sheet No. 6.106</del>
<del>HI.</del> <del>Right-of-Way Utilization Fee:</del>	<del>See Sheet No. 6.106</del>
<del>IJ.</del> <del>Municipal Tax:</del>	<del>See Sheet No. 6.106</del>
<del>JK.</del> <del>Sales Tax:</del>	<del>See Sheet No. 6.106</del>

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 3 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.130.74 per kW for the cost of reserving capacity in the alternate distribution circuit.

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

- |  |  |
|--|--|
| A. For the calendar months of November through March,<br>Monday through Friday*: | 6:00 a.m. to 10:00 a.m. and<br>6:00 p.m. to 10:00 p.m. |
| B. For the calendar months of April through October,<br>Monday through Friday*:  | 12:00 Noon to 9:00 p.m.                                |

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

**2. Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.**
**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

(Continued on Page No. 5)

**ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida**
**EFFECTIVE: January 1, 2010**

**RATE SCHEDULE SS-1  
FIRM STANDBY SERVICE  
(Continued from Page No. 4)****Terms of Payment:**

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

**Term of Service:**

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

**Special Provisions:**

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. Customers taking service under this rate schedule who desire to transfer to firm full requirements service will be required to give the Company written notice at least sixty (60) months prior to such transfer.
3. The Company will furnish service under this rate schedule at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
4. The customer shall allow the Company to install time recording metering on the electrical output of all customer-owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.
5. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.
6. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.
7. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all Company-supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.
8. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.
9. For an amount of load reduction directly resulting from an outage of the customer's generation to be recognized in the determination of standby service requirements, the customer must satisfactorily demonstrate this capability initially and be subject to periodic verification upon request by the Company.
10. If the actual maximum 30-minute standby power supplied by the Company exceeds the prior billing month's Specified Standby Capacity, the customer shall be billed on the excess amount for previous billings rendered up to twelve (12) months under the rate schedule for (1) distribution capacity and (2) generation and transmission capacity, at a rate of 125% of the corresponding standby service charges.
11. When an outage of the customer's generating system is caused by an electrical isolation of the customer due to conditions originating on the Company's system, no standby capacity requirement shall be recognized for billing purposes for the standby power utilized during customer generation restart for a period not exceeding eight (8) hours from time of Company electrical restoration.

ISSUED BY: Mark A. Myers, Vice President, Finance

EFFECTIVE: October 1, 2003



**RATE SCHEDULE SS-2  
INTERRUPTIBLE STANDBY SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To any customer, other than residential, having on-site generating equipment and requesting interruptible standby service. A customer requesting interruptible standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load and (3) is operated for other than emergency and test purposes.

**Character of Service:**

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

**Limitation of Service:**

Resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 3 of this rate schedule.

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

**Definitions:**

"Standby Electric Service" refers to backup or maintenance service or both.

"Backup Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a customer's own generation equipment during an unscheduled outage of the customer's generation.

"Maintenance Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a customer's own generation equipment during a scheduled outage of the customer's generation.

"Supplemental Service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the customer's own generation equipment.

"Otherwise applicable rate schedule" refers to the rate schedule under which the customer would have received service if the customer had no self-generation.

**Determination of Standby Service Requirements:**

The customer may elect either of the following two options for determination of standby service requirements:

**Option A:**

1. The customer shall provide the Company within three (3) days of the end of the billing period the following information for each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation:
  - (a) Amount of load in kW ordinarily supplied by customer's generation.
  - (b) Amount of load reduction in kW, if any, as a direct result of customer's generation outage.

(Continued on Page No. 2)

**RATE SCHEDULE SS-2  
INTERRUPTIBLE STANDBY SERVICE  
(Continued from Page No. 1)****Determination of Standby Service Requirements: (Continued)****Option A: (Continued)**

2. For each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation, the standby power amount shall be determined in accordance with the following formula:

Standby power in kW =

Amount of load in kW ordinarily supplied by customer's generation,

Minus customer's generation output in kW,

Minus amount of load reduction in kW as a direct result of customer's generation outage.

Note: In no event shall standby power amount be less than zero.

3. For each 30-minute time interval of non-outages of the customer's generation, the standby power is zero amount.

**Option B:**

1. A determination of the customer's standby power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Standby power in kW =

Specified Maximum Self-Service Generating Capability in kW,

Less a Specified Amount of Load Reduction in kW, if any, that directly results from an outage of the customer's generation,

Minus customer's generation output in kW.

Note: In no event shall standby power amount be less than zero, nor shall standby power amount exceed the total amount of company-supplied power.

2. Initially, the customer and the Company shall mutually agree upon the customer's Specified Maximum Self-Service Generating Capability. Whenever the Specified Maximum Self-Service Generating Capability is exceeded by a higher amount of actual self-service generation, such greater amount becomes the new specified amount. The customer and the Company shall also mutually agree upon a Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation. Where a bona fide change in the customer's generation facilities occurs, the Company and the customer shall agree upon a new Specified Maximum Self-Service Generating Capability and a new Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation.

**Determination of Supplemental Service Requirements:**

A determination of the customer's supplemental power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Supplemental Power in kW =

Total Company-Supplied Power in kW,

Minus Standby Power in kW.

(Continued on Page No. 3)

**RATE SCHEDULE SS-2**  
**INTERRUPTIBLE STANDBY SERVICE**  
 (Continued from Page No. 2)

**Determination of Specified Standby Capacity:**

1. Initially, the customer and the Company shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Company. This shall be termed for billing purposes as the "Specified Standby Capacity".
2. Where a bona fide change in the customer's standby capacity requirement occurs, the Company and the customer shall establish a new Specified Standby Capacity.
3. The Specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 30-minute kW standby power requirement established in the current billing month, or (3) the maximum 30-minute kW standby power requirement established in any of the twenty-three (23) preceding billing months.

**Rate Per Month:**
**1. Customer Charge:**

Secondary Metering Voltage:	\$ 293,21278.33
Primary Metering Voltage:	\$ 495,78402.02
Transmission Metering Voltage:	\$ 1,096,88930.19

Note: Where the customer has paid the costs of metering equipment pursuant to a Cogeneration Agreement, the Customer Charge shall be \$260.45.

**2. Supplemental Service Charges:**

All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.

**3. Standby Service Charges:**
**A. Distribution Capacity:**

\$3,211.46 per kW times the Specified Standby Capacity.

Note: No charge is applicable to a Customer who has provided all the facilities for interconnection to the Company's transmission system.

**B. Generation & Transmission Capacity:**

The charge shall be the greater of:

1. \$1,1600.814 per kW times the Specified Standby Capacity or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-Peak Periods times \$0.5529-388 kW times the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
March, April, May, October	0.80
June, September, November, December	1.00
January, February, July, August	1.20

~~C1. Interruptible Capacity Credit for customer accounts established prior to 01/01/2006:~~

The credit shall be the greater of:

- ~~1. \$0.690 per kW times the Specified Standby Capacity, or~~
- ~~2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-peak periods times \$0.329/kW times the appropriate Billing Month Factor shown in part 3.B. above.~~

**C2. Interruptible Capacity Credit for customer accounts established on or after 01/01/2006:**

The credit shall be the greater of:

1. \$0.331 per kW times the Specified Standby Capacity, or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-peak periods times \$0.158/kW times the appropriate Billing Month Factor shown in part 3.B. above.

**D. Energy Charges:**

Non-Fuel Energy Charge: 0.5100-682¢ per kWh

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

**E. Delivery Voltage Credit:**

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by \$0.9627¢ per kW.

(Continued on Page No. 4)

**RATE SCHEDULE SS-2  
INTERRUPTIBLE STANDBY SERVICE**  
(Continued from Page No. 3)

Rate Per Month: (Continued)

**3. Standby Service Charges: (Continued)****F. Metering Voltage Adjustment:**

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

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

**G. Fuel Cost Recovery Factor:**

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

~~H. Rate Adjustment: See Sheet No. 6.106~~

~~Hj. Gross Receipts Tax Factor: See Sheet No. 6.106~~

~~Ij. Right-of-Way Utilization Fee: See Sheet No. 6.106~~

~~JK. Municipal Tax: See Sheet No. 6.106~~

~~KL. Sales Tax: See Sheet No. 6.106~~

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 4 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.130-74 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:****1. On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

A. For the calendar months of November through March,  
Monday through Friday\*: 6:00 a.m. to 10:00 a.m. and  
6:00 p.m. to 10:00 p.m.

B. For the calendar months of April through October,  
Monday through Friday\*: 12:00 Noon to 9:00 p.m.

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

**2. Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

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

**Term of Service:**

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

**Special Provisions:**

- When the customer increases the electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
- Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required interruptible equipment will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.

(Continued on Page No. 5)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 201009

**RATE SCHEDULE SS-2  
INTERRUPTIBLE STANDBY SERVICE**  
(Continued from Page No. 4)**Special Provisions: (Continued)**

3. To minimize the frequency and duration of interruptions hereunder, the Company will attempt to purchase power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. When the Company is successful in making such purchases, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3 and SS-3 during the corresponding calendar month.

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

4. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
5. Customers taking service under this rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives a waiver from the Florida Public Service Commission.
6. The customer shall allow the Company to install time recording metering on the electrical output of all customer-owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance, and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.
7. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.
8. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.
9. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all Company-supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.
10. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.
11. For an amount of load reduction directly resulting from an outage of the customer's generation to be recognized in the determination of standby service requirements, the customer must satisfactorily demonstrate this capability initially and be subject to periodic verification upon request by the Company.
12. If the actual maximum 30-minute standby power supplied by the Company exceeds the prior billing month's Specified Standby Capacity, the customer shall be billed on the excess amount for previous billings rendered up to twelve (12) months under the rate schedule for (1) distribution capacity and (2) generation and transmission capacity, at a rate of 125% of the corresponding standby service charges.

**RATE SCHEDULE SS-3  
CURTAILABLE STANDBY SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To any customer, other than residential, having on-site generating equipment and requesting interruptible standby service. A customer requesting interruptible standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load and (3) is operated for other than emergency and test purposes.

**Character of Service:**

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

**Limitation of Service:**

Resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 3 of this rate schedule.

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

**Definitions:**

"Standby Electric Service" refers to backup or maintenance service or both.

"Backup Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a customer's own generation equipment during an unscheduled outage of the customer's generation.

"Maintenance Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a customer's own generation equipment during a scheduled outage of the customer's generation.

"Supplemental Service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the customer's own generation equipment.

"Otherwise applicable rate schedule" refers to the rate schedule under which the customer would have received service if the customer had no self-generation.

**Determination of Standby Service Requirements:**

The customer may elect either of the following two options for determination of standby service requirements:

**Option A:**

1. The customer shall provide the Company within three (3) days of the end of the billing period the following information for each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation:
  - (a) Amount of load in kW ordinarily supplied by customer's generation.
  - (b) Amount of load reduction in kW, if any, as a direct result of customer's generation outage.

(Continued on Page No. 2)

**RATE SCHEDULE SS-3  
CURTAILABLE STANDBY SERVICE**  
(Continued from Page No. 1)**Determination of Standby Service Requirements: (Continued)****Option A: (Continued)**

2. For each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation, the standby power amount shall be determined in accordance with the following formula:

Standby power in kW =

Amount of load in kW ordinarily supplied by customer's generation,

Minus customer's generation output in kW,

Minus amount of load reduction in kW as a direct result of customer's generation outage.

Note: In no event shall standby power amount be less than zero.

3. For each 30-minute time interval of non-outages of the customer's generation, the standby power is zero amount.

**Option B:**

1. A determination of the customer's standby power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Standby power in kW =

Specified Maximum Self-Service Generating Capability in kW,

Less a Specified Amount of Load Reduction in kW, if any, that directly results from an outage of the customer's generation,

Minus customer's generation output in kW.

Note: In no event shall standby power amount be less than zero, nor shall standby power amount exceed the total amount of company-supplied power.

2. Initially, the customer and the Company shall mutually agree upon the customer's Specified Maximum Self-Service Generating Capability. Whenever the Specified Maximum Self-Service Generating Capability is exceeded by a higher amount of actual self-service generation, such greater amount becomes the new specified amount. The customer and the Company shall also mutually agree upon a Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation. Where a bona fide change in the customer's generation facilities occurs, the Company and the customer shall agree upon a new Specified Maximum Self-Service Generating Capability and a new Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation.

**Determination of Supplemental Service Requirements:**

A determination of the customer's supplemental power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Supplemental Power in kW =

Total Company-Supplied Power in kW,

Minus Standby Power in kW.

(Continued on Page No. 3)

ISSUED BY: Mark A. Myers, Vice President, Finance

EFFECTIVE: October 1, 2003

**RATE SCHEDULE SS-3  
 CURTAILABLE STANDBY SERVICE  
 (Continued from Page No. 2)**

**Determination of Specified Standby Capacity:**

1. Initially, the customer and the Company shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Company. This shall be termed for billing purposes as the "Specified Standby Capacity".
2. Where a bona fide change in the customer's standby capacity requirement occurs, the Company and the customer shall establish a new Specified Standby Capacity.
3. The Specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 30-minute kW standby power requirement established in the current billing month or (3) the maximum 30-minute kW standby power requirement established in any of the twenty-three (23) preceding billing months.

**Rate Per Month:**
**1. Customer Charge:**

Secondary Metering Voltage:	\$ 63,1892.29
Primary Metering Voltage:	\$ 265,75216.99
Transmission Metering Voltage:	\$ 866,85744.16

Note: Where the customer has paid the costs of metering equipment pursuant to a Cogeneration Agreement, the Customer Charge shall be \$74.42.

**2. Supplemental Service Charges:**

All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.

**3. Standby Service Charges:**
**A. Distribution Capacity:**

\$3,214.46 per kW times the Specified Standby Capacity.

Note: No charge is applicable to a customer who has provided all the facilities for interconnection to the Company's transmission system.

**B. Generation & Transmission Capacity:**

The charge shall be the greater of:

1. \$1,1600.844 per kW times the Specified Standby Capacity or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-Peak Periods times \$0,5520.388/kW times the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
March, April, May, October	0.80
June, September, November, December	1.00
January, February, July, August	1.20

**C1. ~~Curtable Capacity Credit for customer accounts established prior to 01/01/2006:~~**

~~The credit shall be the greater of:~~

- ~~1. \$0.345 per kW times the Specified Standby Capacity, or~~
- ~~2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-peak periods times \$0.164/kW times the appropriate Billing Month Factor shown in part 3.B. above.~~

**C2. ~~Curtable Capacity Credit for customer accounts established on or after 01/01/2006:~~**

~~The credit shall be the greater of:~~

- ~~1. \$0.248 per kW times the Specified Standby Capacity, or~~
- ~~2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-peak periods times \$0.118/kW times the appropriate Billing Month Factor shown in part 3.B. above.~~

**D. Energy Charges:**

Non-Fuel Energy Charge: 0,5100.682¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**E. Delivery Voltage Credit:**

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by \$0.9627¢ per kW.

(Continued on Page No. 4)

**ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning Services - Florida**

**EFFECTIVE: January 1, 201009**



**RATE SCHEDULE SS-3  
 CURTAILABLE STANDBY SERVICE  
 (Continued from Page No. 3)**

**Rate Per Month: (Continued)**
**3. Standby Service Charges: (Continued)**
**F. Metering Voltage Adjustment:**

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

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

**G. Fuel Cost Recovery Factor:**

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

<del>H.</del> <del>Rate Adjustment:</del>	<del>See Sheet No. 6.106</del>
<del>HI.</del> <del>Gross Receipts Tax Factor:</del>	<del>See Sheet No. 6.106</del>
<del>IJ.</del> <del>Right-of-Way Utilization Fee:</del>	<del>See Sheet No. 6.106</del>
<del>JK.</del> <del>Municipal Tax:</del>	<del>See Sheet No. 6.106</del>
<del>KL.</del> <del>Sales Tax:</del>	<del>See Sheet No. 6.106</del>

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 4 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$1,130.74 per kW for the cost of reserving capacity in the alternate distribution circuit.

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

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

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

**2. Off-Peak Periods - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.**
**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

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

**Term of Service:**

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

(Continued on Page No. 5)

**ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida**
**EFFECTIVE: January 1, 2010**

**RATE SCHEDULE SS-3  
CURTAILABLE STANDBY SERVICE**  
(Continued from Page No. 4)**Special Provisions:**

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new *Term of Service* may be required.
2. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% per month times the installed cost of such additional equipment.
3. As an essential requirement for receiving curtailable service provided under this rate schedule, the customer shall be strictly responsible for the full curtailment of his standby power requirements upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
4. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
5. In the event a customer electing curtailable service has not complied with his curtailment responsibility for any period of requested curtailment during the current billing period, the customer will additionally be billed 125% of the difference in standby rate charges between this rate schedule and that of Rate Schedule SS-1, Firm Standby Service, for each billing period from the current month to the most recent prior billing period in which curtailment was requested, not to exceed a total of twelve (12) billing periods.
6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy used hereunder during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods.

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

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

(Continued on Page No. 6)

ISSUED BY: Lori Javier J. Cross Pertuondo, Manager, Utility Regulatory Planning Services - Florida

EFFECTIVE: January 1, 201006

**RATE SCHEDULE SS-3  
CURTAILABLE STANDBY SERVICE**  
(Continued from Page No. 5)**Special Provisions: (Continued)**

7. Customers taking service under this rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives a waiver from the Florida Public Service Commission.
8. The customer shall allow the Company to install time recording metering on the electrical output of all customer-owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance, and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.
9. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.
10. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.
11. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all company-supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.
12. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.
13. For an amount of load reduction directly resulting from an outage of the customer's generation to be recognized in the determination of standby service requirements, the customer must satisfactorily demonstrate this capability initially and be subject to periodic verification upon request by the Company.
14. The described procedures herein for determining standby and supplemental requirements may require modification during a period of requested curtailment. In this event all power and energy requirements are considered supplemental to the extent that the total power requirement does not exceed the customer's otherwise maximum 30-minute supplemental demand for the current billing period. Any requirement exceeding this level is considered standby. If this should result in a standby requirement which exceeds the customer's self-generating capability, such excess shall be considered additional supplemental.
15. If the actual maximum 30-minute standby power supplied by the Company exceeds the prior billing month's Specified Standby Capacity, the customer shall be billed on the excess amount for previous billings rendered up to twelve (12) months under the rate schedule for (1) distribution capacity and (2) generation and transmission capacity, at a rate of 125% of the corresponding standby service charges.

**RATE SCHEDULE TS-1  
TEMPORARY SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To customers for temporary service such as construction, fairs, displays, exhibits, and similar temporary purposes.

**Character of Service:**

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

**Limitation of Service:**

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

**Rate Per Month:**

Company's applicable General Service rate schedule.

**Additional Charges:**

<b>Fuel Cost Recovery Factor:</b>	See Sheet No. 6.105
<b>Rate Adjustment:</b>	<del>See Sheet No. 6.106</del>
<b>Gross Receipts Tax Factor:</b>	See Sheet No. 6.106
<b>Right-of-Way Utilization Fee:</b>	See Sheet No. 6.106
<b>Municipal Tax:</b>	See Sheet No. 6.106
<b>Sales Tax:</b>	See Sheet No. 6.106

**Minimum Monthly Bill:**

As provided for in the applicable rate schedule.

**Terms of Payment:**

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

**Term of Service:**

Service under this rate shall be for a minimum initial term of thirty (30) days from the commencement of service and may be extended for thirty- (30) day periods.

**Special Provisions:**

1. Metering voltage will be at the option of the Company.
2. The Company may under the provisions of this rate, at its option, require a contract with the Customer upon the Company's filed contract form.
3. Where a temporary service extension is required and can be provided by a service drop or connection point to the Company's existing distribution system, the Customer shall pay a service charge of ~~\$250.00~~<sup>227.00</sup> for the cost of installing and removing such temporary service extension.
4. Where line work is required, the Customer shall pay, in advance, the estimated cost of installing and removing such facilities as may be required to provide such temporary service, except the cost of any portion of the facilities which will remain as a part of the permanent service. In addition, the Customer shall deposit with the Company, in advance, a cash sum equal to the estimated charge for energy consumed provided, however, that the Company may waive advance payments if the Customer has established, in the sole judgment of the Company, satisfactory credit.

**RATE SCHEDULE RSS-1  
RESIDENTIAL SEASONAL SERVICE RIDER****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To customers receiving residential service under Rate Schedule RS-1, RSL-1 or RSL-2 that meet the special provisions of this schedule.

**Rate Per Month:**

Other than as stated below, the otherwise applicable rate schedule for electric service will apply.

Standard Customer Charge	\$ <u>13.218-03</u>
Seasonal Customer Charge	\$ <u>5.004-20</u>

**Seasonal Billing Periods:**

The billing months of March through October.

**Special Provisions:**

1. To qualify for service under this rider, the customer's premise must be occupied each year during a portion of the billing months of November through February and must not be occupied at least three months during the billing months of March through October.
2. The maximum allowable consumption for a seasonal billing period is 210 kWh. However, if the seasonal billing period exceeds 30 days, the maximum allowable consumption is increased by seven (7) kWh per day.
3. If kWh usage during the seasonal billing period is less than or equal to the maximum allowable consumption for the billing period, the seasonal customer charge will apply. For non-seasonal billing months and those seasonal billing months that exceed the allowed maximum allowable consumption, the standard customer charge will apply.
4. All other provisions of the otherwise applicable rate schedule will apply to customers served under this schedule..

ISSUED BY: Lori Javier J. Cross Portuondo, Manager, Utility Regulatory Planning Services - Florida

EFFECTIVE: January 1, 201006

## PART XI

## UNDERGROUND RESIDENTIAL DISTRIBUTION POLICY

## 11.01 Definitions:

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

- (1) Applicant: Any person, partnership, association, corporation, or governmental agency controlling or responsible for the development of a new subdivision or dwelling unit and applying for the construction of underground electric facilities.
- (2) Building: Any structure, within subdivision, designed for residential occupancy and containing less than five (5) individual dwelling units.
- (3) Commission: Florida Public Service Commission.
- (4) Company: Progress Energy Florida, Inc.
- (5) Direct Burial: A type of construction involving the placing of conductors in the ground without the benefit of conduit or ducts. Other facilities, such as transformers, may be above ground.
- (6) Distribution System: Electric service facilities consisting of primary and secondary conductors, service laterals, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.
- (7) Feeder Main: A three-phase primary installation which serves as a source for primary laterals and loops through suitable overcurrent devices.
- (8) Mobile Home (Trailer): A non-self propelled vehicle or conveyance, permanently equipped to travel upon the public highways, that is used either temporarily or permanently as a residence or living quarters.
- (9) Multiple-Occupancy Building: A structure erected and framed of component structural parts and designed to contain five (5) or more individual dwelling units.
- (10) Point of Delivery: The point where the Company's wires or apparatus are connected to those of the Customer.
- (11) Primary Lateral: That part of the electric distribution system whose function is to conduct electricity at the primary level from the feeder main to the transformers serving the secondary street mains. It usually consists of a single-phase conductor or insulated cable, together with necessary accessory equipment for supporting, terminating and disconnecting from the primary mains by a fusible element.
- (12) Service Lateral: The underground service conductors between the street or rear property main, including any risers at a pole or other structure or from transformers, and the first point of connection to the service entrance conductors in a terminal or meter box on the exterior building wall.
- (13) Subdivision: The tract of land which is divided into five (5) or more building lots or upon which five (5) or more separate dwelling units are to be located, or the land on which is to be constructed new multiple-occupancy buildings.
- (14) Townhouse: A one(1)-family dwelling unit of a group of three (3) or more such units separated only by firewalls. Each townhouse unit shall be constructed upon a separate lot and serviced with separate utilities and shall otherwise be independent of one another.

**11.02 GENERAL:****(1) Application:**

Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these Rules and Regulations for:

- a) Residential Subdivision and Developments (Part 11.03)
- b) New Service Laterals from Overhead Systems (Part 11.04)
- c) Replacement of Existing Overhead Service (Part 11.05)
- d) Multiple-Occupancy Residential Buildings (Part 11.06)

**(2) Early Notification and Coordination:**

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. Close coordination is necessary throughout the planning and construction stages by the Company, the architect, the builder, the subcontractors, and the consulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various sub-grade installations of the several utilities.

**(3) Changes to Plans:**

The Applicant shall pay for any additional costs incurred by the Company due to changes made by the Applicant in the subdivision or development layout or grade as originally agreed upon between the Applicant and Company.

**(4) Underground Installation Not Covered:**

Where the Applicant requests underground electric facilities for residential subdivisions not falling within the dwelling units per acre density limitation as specified in Part 11.03(2)(a) or for residential developments of less than five (5) building lots and where overhead facilities would otherwise be provided, the Applicant shall pay the Company the estimated differential cost between the underground facilities and the suitable overhead facilities as determined by using the Company's current standard estimating data.

**(5) Type of System Provided:**

The costs quoted in these Rules are for underground residential distribution facilities of standard Company design with direct-buried cable and above-grade appurtenances. Unless otherwise stated, service provided will be 120/240-volt single phase. If other types of facilities are requested by the Applicant or required by governmental authority, the Applicant will pay the additional costs, if any.

**(6) Ownership:**

The Company will install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant, under the provisions of these Rules will not convey to the Applicant any rights of ownership.

**(7) Rights of Way and Easements:**

- (a) General Requirements: The Company shall construct, own, operate, and maintain distribution lines within the Applicant's subdivision only along easements, public streets, roads and highways which the Company has the legal right to occupy, and on public lands and private property across which rights of way and easements satisfactory to the Company may be obtained without cost or condemnation to the Company.
- (b) Scheduling, Clearing, and Grading: Rights of way and easements suitable to the Company must be furnished by the Applicant in a reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstructions, staked to show property lines and final grade, and must be graded to within six (6) inches of final grade by the Applicant before the Company will commence construction, all at no charge to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer locations.

(7) **Rights of Way and Easements (Continued):**

- (c) **Public Rights of Way:** Where underground distribution facilities are located in dedicated road or street right-of-way, no easement is required.
- (d) **Recorded Public Easements:** Where underground distribution facilities are located on private property, wholly within an area covered by a recorded subdivision utility easement, namely a reservation, and recorded plat of an easement for public utility purposes, no other easement is required.
- (e) **Service Laterals:** Where underground service conductors are located on private property and portions not covered by recorded subdivision utility easement are wholly within the private property they service no easement is required.
- (f) **Other Locations:** Where underground distribution facilities are located on private property other than as described in Part 11.02(7)(a) or 11.02(7)(e), easements are required and shall be prepared as outlined in instructions prepared by the Real Estate Department.
- (g) **Blanket Easements:** Where underground primary and secondary distribution facilities for service to a mobile home park or a multiple occupancy project are located on a tract of land having one ownership and the easement area cannot be described without a detailed survey, a blanket easement covering the entire premises may be utilized at the discretion of the Division Engineer.

(8) **Damage to Company's Equipment:**

The Applicant shall be responsible to ensure that the Company's distribution system, once installed, is not damaged, destroyed, or otherwise disturbed during the construction of the project. This responsibility shall extend not only to those in his employ, but also to his subcontractors, and he shall be responsible for the full cost of repairing such damage.

(9) **Charges:**

The Company shall not be obligated to install any facilities within a subdivision until satisfactory arrangements for the payment of applicable charges, if any, have been completed.

**11.03 UNDERGROUND DISTRIBUTION FACILITIES FOR RESIDENTIAL SUBDIVISIONS AND DEVELOPMENTS.**

(1) **Availability:**

When requested by the Applicant, the Company will provide underground electric distribution facilities in accordance with its standard practices in:

- (a) recognized residential subdivisions of five or more building lots;
- (b) tracts of land upon which five or more separate dwelling units are to be located;
- (c) tracts of land upon which new multiple-occupancy buildings are to be constructed.

For building containing five or more dwelling units, see Part 11.06 of these Rules.



(3) Responsibility of Applicant (Continued):

(c) Where the Company determines that transformers are to be located outside the building, the Applicant shall provide:

- i. The transformer enclosure or space for pad-mounted equipment, if required.
- ii. The service entrance conductors and raceway from the Applicant's service equipment to the point of delivery designated by the Company at or near the building.

(4) Responsibility of the Company:

(a) The Company will:

- i. Provide the Applicant with the Company's plans to supply the proposed building or complex of buildings, and specifications for the facilities to be provided by the Applicant.
- ii. Furnish and install the primary or secondary conductors from existing or proposed facilities adjoining the property to the point of delivery.
- iii. Furnish and install the necessary transformers and associated equipment located either outside the building or in the vault(s) within the building.
- iv. Be solely responsible for the installation, operation, and maintenance of all of its facilities.

(5) Service Voltage:

The Company will supply service at one of the several secondary voltages available as mutually agreed upon between the Applicant and the Company.

**INDEX OF STANDARD CONTRACT AND OTHER AGREEMENT FORMS**

FORM NO	DESCRIPTION	SHEET NO.
<del>Form No. 1</del>	<del>Contract, Form No. 1 (after 11/21/98, applicable only to a Customer who requires this type form be executed for service under Rate Schedule LS-1, Lighting Service. Form No. LS-1HPS shall normally be used for application for service under LS-1).</del>	<del>7.010 - 7.011</del>
Form No. 2	Contract Form No. 2 (applicable when service is provided under Company General Service Rate Schedules and special contract terms or investments in special facilities are required and furnished by the Company to provide service to the Customer).	7.020 - 7.021
IS-2 DISC	Interruptible General Service Rate Schedules IS-2 and IST-2 Risk Disclosure	7.025
CS-2 DISC	Curtailable General Service Rate Schedule CS-2, and CST-2, CS-3, and CST-3 Risk Disclosure	7.027
Form No. 5	Contract, Form No. 5 (applicable when a contract is made between the Company and the Customer to cover advances by the Customer for construction).	7.030
DVLP DIST	Agreement for Electric Service Between Progress Energy Corporation (the "Utility") and _____ (the "Applicant") (applicable when a developer requests the Company to install a distribution system for a new development).	7.050
PEFI LSA	Leave Service Active Agreement (applicable to Customers who wish service to be left active on rental units, regardless if they are occupied or not).	7.070 - 7.071
3RD PRT	Request for Third Party Notification (applicable to Customers who request the Company to notify another person that their bill is overdue).	7.090
LS-1	Lighting Service <u>Agreement</u> Contract.	7.110 - 7.113
PEFI TOU	Application for TOU Rate (applicable to Customers requesting time of use rates).	7.120
PEFI GSLM	Rate Schedule GSLM-1 Customer Agreement (applicable to Customers requesting General Service Load Management).	7.150
MSTR MTR	Standard Letter Agreement (applicable to master metered Customers indicating understanding of rules and regulations affecting resale of electricity).	7.160
EQP RNTL	Standard Letter Agreement (applicable to Customers who request additional facilities at their service location).	7.170
GUAR CNTR	Guarantee Contract (applicable when a third party guarantees payment for another individual's billing).	7.180
STRT LTS	Agreement to Purchase and Sell Street Lighting System and to Furnish and Receive Electric Service	7.190 - 7.192
RES DEP	Residential Deposit Release - Releases current customer's deposit to new customer who then assumes responsibility for all payments of account.	7.220 - 7.221
PWR PAY	Power Pay - Customers bill is automatically paid from their checking account.	7.230
CISR	Contract Service Arrangement for service under the Commercial/Industrial Service Rider.	7.250 - 7.253
PPS	Premier Power Service - Contract signed by the customer requesting backup service through the Premier Power Service rate schedule.	7.270 - 7.273
NMRG - Tier 1	Standard Interconnection Agreement for Tier 1 Customer Owned Renewable Generation	7.310 - 7.313
IC APP -Tier 1	Application for Interconnection for Tier 1 Customer Owned Renewable Generation	7.317-7.317
NMRG - Tier 2	Standard Interconnection Agreement for Tier 2 Customer Owned Renewable Generation	7.320 - 7.323
NMRG - Tier 3	Standard Interconnection Agreement for Tier 3 Customer Owned Renewable Generation	7.330 - 7.333
IC APP -Tier 2,3	Application for Interconnection for Tier 2 and 3 Customer Owned Renewable Generation	7.337-7.337

Account No. \_\_\_\_\_

**RESERVED FOR FUTURE USE**  
**PROGRESS ENERGY FLORIDA, INC.**  
**AGREEMENT TO FURNISH AND RECEIVE**  
**ELECTRIC SERVICE AND ENERGY**

Form No. 1

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

between \_\_\_\_\_  
\_\_\_\_\_

herein called "Customer" and PROGRESS ENERGY FLORIDA, INC., herein called "Company";

## WITNESSETH:

THAT, in consideration of the terms and covenants herein contained and incorporated herein by reference, the parties hereto agree as follows:

1. Customer shall receive from and pay Company for electric energy and service at the following location:

\_\_\_\_\_  
\_\_\_\_\_  
for the operation of \_\_\_\_\_  
\_\_\_\_\_under the terms and provisions of Company's applicable Rate No. \_\_\_\_\_ as the same is on file, from time to time,  
with the Florida Public Service Commission;

2. The minimum charge shall be \_\_\_\_\_  
\_\_\_\_\_

3. The Customer shall pay to the Company an Equipment Rental Charge of \_\_\_\_\_  
\_\_\_\_\_

(\$ \_\_\_\_\_) per month for transformers to supply additional voltages and/or additional facilities furnished by  
the Company for the use of the Customer, consisting of \_\_\_\_\_  
\_\_\_\_\_

Account No. \_\_\_\_\_

**RESERVED FOR FUTURE USE**

4. The Customer shall pay to the Company an additional charge of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ )  
per month for special street lighting facilities, consisting of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. This Agreement shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20 \_\_\_\_\_, and shall be in full force and effect for a period of \_\_\_\_\_  
\_\_\_\_\_ ( \_\_\_\_\_ ) years and shall continue thereafter until terminated by either party by  
written notice sixty (60) days prior to termination;

6. This Agreement shall be binding upon, and extend to, the heirs, or successors and assigns of the respective  
parties hereto; and shall not be assigned without prior written consent of Company;

7. This Agreement is to be consummated only by written approval of the Company as required below; no other  
contract and no agreement, consideration or stipulation, modifying or changing the tenor hereof, shall be  
recognized or binding, unless they are so approved.

~~IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed in their  
names, the day and year first above written.~~

Signed, sealed and delivered in the \_\_\_\_\_ PROGRESS ENERGY FLORIDA, INC.  
presence of: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)

Signed, sealed and delivered in the \_\_\_\_\_  
presence of: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

**PROGRESS ENERGY FLORIDA INC.****CURTAILABLE GENERAL SERVICE - RATE SCHEDULES CS-2, AND CST-2, CS-3, and CST-3  
RISK DISCLOSURE**

This risk disclosure is provided in conjunction with the application for Curtailable General Service by \_\_\_\_\_ (Customer) at \_\_\_\_\_ (Service Address) under Progress Energy Florida, Inc. account number \_\_\_\_\_. The Customer acknowledges that:

1. Progress Energy Florida, Inc. (the Company) may request curtailment by the Customer of its electric service at the above Service Address during any time period that electric power and demand delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency Interchange service to another utility for its firm load obligations only.
- ~~2. The billing demand for this rate is the higher of the actual demand for the billing period or 500 kW and where the customer agrees to curtail 25% or more of their average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection for twelve (12) months.~~
- ~~3.2. Under the limitation of service described in No. 1 above, the Customer acknowledges that there is no limit to the number of curtailments by the Company or the duration of each curtailment, and that curtailments may occur without warning.~~
- ~~4.3. The number and duration of curtailments historically experienced by customers under the Company's Curtailable Rate Schedules may not be indicative of the number and duration of curtailments that a customer may experience in the future.~~
- ~~5.4. The Customer assumes full responsibility for any loss of product or production, business loss of any kind, equipment damage, injury to employees or others, inconvenience, or any other damages experienced as a result of the curtailment of electric service.~~
- ~~6.5. When service is commenced under this rate schedule, the Company shall exercise an curtailment of the Customer's electric service for purposes of testing its equipment. The Company also has the right, scheduled at the Company's discretion, to initiate at least one additional curtailment of the Customer's electric service each calendar year irrespective of capacity availability or operating conditions.~~
- ~~7.6. The initial term of service under the rate schedule is two (2) years from the commencement of service. If the Customer terminates electric service before the end of the two (2)-year period, the Customer is responsible for all applicable charges for the remainder of the initial term. Termination of service does not include transfer of service to a non-curtailable rate schedule.~~
- ~~8.7. The Customer may transfer to a firm rate schedule provided the Customer gives the Company at least thirty-six (36) months written notice.~~

I have read the applicable Curtailable General Service Rate Schedule, \_\_\_\_\_ and the contents of this disclosure provided to me by the Company. By my authorized signature below, I agree to the terms therein and hereby accept the risk of receiving curtailable service as described in this Risk Disclosure.

\_\_\_\_\_  
(signature)\_\_\_\_\_  
(print name)\_\_\_\_\_  
(title)\_\_\_\_\_  
(Business Name)\_\_\_\_\_  
(date)

**LIGHTING SERVICE AGREEMENTCONTRACT**

CUSTOMER NAME: \_\_\_\_\_

SERVICE LOCATION(S): \_\_\_\_\_  
(Street address, city/county, Company account number if established)ACCOUNT NUMBER  
\_\_\_\_\_WORK ORDER NUMBER  
\_\_\_\_\_PEFI CONTACT  
\_\_\_\_\_

This Lighting Service AgreementContract ("AgreementContract") is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between Progress Energy Florida, Inc. (hereinafter called the Company) and \_\_\_\_\_ (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS-1, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC. To the extent there is any conflict between this AgreementContract and the Lighting Service Rate Schedule, the Lighting Rate Schedule shall control.

The Customer further understands that service under this rate shall be for an initial term of **ten (10) years** and shall continue hereafter until terminated by either party upon written notice sixty (60) days prior to termination.

The Company shall install the following facilities (hereinafter called the Facilities):

Fixture Type and Number Installed:

Pole Type and Number Installed:

Additional facilities:

**Rate per Month:**

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge  
Pole Charge  
Light Fixture Charge  
Light Fixture Maintenance Charge  
Energy and Demand Charge :  
    Non-fuel Energy Charge  
    Plus the Cost Recovery Factors listed in  
    Rate Schedule BA-1, *Billing Adjustments\*\**,  
    except the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106  
Fuel Cost Recovery Factor \*\*: See Sheet No. 6.105

*\*\*Charges are normally revised on an annual basis.*

**Additional Charges:**

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor: See Sheet No. 6.106  
Right-of-Way Utilization Fees: See Sheet No. 6.106  
Municipal Tax: See Sheet No. 6.106  
Sales Tax: See Sheet No. 6.106

**THE CUSTOMER AGREES:**

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this AgreementContract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

**IT IS MUTUALLY AGREED THAT:**

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this AgreementContract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. ReplacementsModification of the facilities provided by the Company under this AgreementContract requested by the Customer may only be made through the execution of a written amendment to this AgreementContract.

8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This AgreementContract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized. ~~At the end of the term of service, a new Contract will be required.~~
13. Should the Customer fail to pay any bills due and rendered pursuant to this AgreementContract or otherwise fail to perform the obligations contained in this AgreementContract, said obligations being material and going to the essence of this AgreementContract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this AgreementContract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this AgreementContract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this AgreementContract.
14. ~~After the initial term of service if~~ the Customer no longer wishes to receive service under this schedule, the Customer may terminate ~~this~~ AgreementContract by giving the Company at least sixty (60) days advance written notice ~~to the Company~~. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges and remaining pole and fixture lease amounts for the term of ~~this~~ AgreementContract. The Customer will be responsible for the cost of removing the facilities.
15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this AgreementContract are to be assigned to a third party, upon the written consent provided to the Company, this AgreementContract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
16. This AgreementContract supersedes all previous AgreementContracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire AgreementContract between the parties. This AgreementContract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This AgreementContract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This AgreementContract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this AgreementContract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.



19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement~~Contract~~ by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Agreement~~Contract~~ by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.
20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

IN WITNESS WHEREOF, the parties hereby caused this Agreement~~Contract~~ to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

PROGRESS ENERGY FLORIDA, INC.

\_\_\_\_\_  
Customer (Print or type name of Organization)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_

## INDEX OF RATE SCHEDULES

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**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**
**Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

COST RECOVERY FACTORS							
¢/ kWh							
Rate Schedule/ Metering Level	Fuel Cost Recovery(1)			ECCR(2)	CCR(3)	ECRC(4)	
	Levelized	On-Peak	Off-Peak				
RS-1, RST-1, RSL-1, RSL-2, RSS-1 (Sec.)		9.232	5.418	0.223	2.166	0.368	
< 1000	6.290						
> 1000	7.290						
GS-1, GST-1							
Secondary	6.623	9.232	5.418	0.202	1.833	0.343	
Primary	6.557	9.140	5.364	0.200	1.815	0.340	
Transmission	6.491	9.048	5.310	0.198	1.796	0.336	
GS-2 (Sec.)	6.623	-	-	0.164	1.255	0.291	
GSD-1, GSDT-1, SS-1							
Secondary	6.623	9.232	5.418	0.182	1.547	0.307	
Primary	6.557	9.140	5.364	0.180	1.532	0.304	
Transmission	6.491	9.048	5.310	0.178	1.516	0.301	
CS-1, CST-1, CS-2, CS-3, CST-3, SS-3							
Secondary	6.623	9.232	5.418	0.153	1.123	0.287	
Primary	6.557	9.140	5.364	0.151	1.112	0.284	
Transmission	6.491	9.048	5.310	0.150	1.101	0.281	
IS-1, IST-1, IS-2, IST-2, SS-2							
Secondary	6.623	9.232	5.418	0.169	1.344	0.296	
Primary	6.557	9.140	5.364	0.167	1.331	0.293	
Transmission	6.491	9.048	5.310	0.166	1.317	0.290	
LS-1 (Sec.)	6.131	-	-	0.102	0.307	0.252	
GSLM-1, GSLM-2	See appropriate General Service rate schedule						

**(1) Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are normally determined annually by the Florida Public Service Commission for the billing months of January through December. These factors are designed to recover the costs of fuel and purchased power (other than capacity payments) incurred by the Company to provide electric service to its customers and are adjusted to reflect changes in these costs from one period to the next. Revisions to the Fuel Cost Recovery Factors within the described period may be determined in the event of a significant change in costs.

**(2) Energy Conservation Cost Recovery Factor:**

The Energy Conservation Cost Recovery (ECCR) Factor applicable to the Energy Charge under the Company's various rate schedules is normally determined annually by the Florida Public Service Commission for twelve-month periods beginning with the billing month of January. This factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs and is adjusted to reflect changes in these costs from one period to the next.

(Continued on Page No. 2)

**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS  
(Continued from Page 1)****(3) Capacity Cost Recovery Factor:**

The Capacity Cost Recovery (CCR) Factors applicable to the Energy Charge under the Company's various rate schedules are normally determined annually by the Florida Public Service Commission for the billing months of January through December. This factor is designed to recover the cost of capacity payments made by the Company for off-system capacity and is adjusted to reflect changes in these costs from one period to the next.

**(4) Environmental Cost Recovery Clause Factor:**

The Environmental Cost Recovery Clause (ECRC) Factors applicable to the Energy Charge under the Company's various rate schedules are normally determined annually by the Florida Public Service Commission for the billing months of January through December. This factor is designed to recover environmental compliance costs incurred by the Company and is adjusted to reflect changes in these costs from one period to the next.

**Gross Receipts Tax Factor:**

In accordance with Section 203.01 of the Florida Statutes, a factor of 2.5641% is applicable to electric sales charges for collection of the state Gross Receipts Tax.

**Right-of-Way Utilization Fee:**

A Right-of-Way Utilization Fee is applied to the charges for electric service (exclusive of any Municipal, County, or State Sales Tax) provided to customers within the jurisdictional limits of each municipal or county governmental body or any unit of special-purpose government or other entity with authority requiring the payment of a franchise fee, tax, charge, or other imposition whether in money, service, or other things of value for utilization of rights-of-way for location of Company distribution or transmission facilities. The Right-of-Way Utilization Fee shall be determined in a negotiated agreement (i.e., franchise and other agreements) in a manner which reflects the Company's payments to a governmental body or other entity with authority plus the appropriate Gross Receipts Taxes and Regulatory Assessment Fees resulting from such additional revenue. The Right-of-Way Utilization Fee is added to the charges for electric service prior to the application of any appropriate taxes.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No Municipal Tax shall apply to fuel charges in excess of 0.699¢/kWh.

**Sales Tax:**

A State Sales Tax is applied to the charge for electric service provided to all non-residential customers and equipment rental provided to all customers (unless a qualified sales tax exemption status is on record with the Company). The State Sales Tax shall be determined in accordance with the State's sales tax laws. The amount collected by the Company shall be remitted to the State in the manner required by law. In those counties that have enacted a County Discretionary Sales Surtax, such tax shall be applied and paid in a like manner.

**Governmental Undergrounding Fee:**

Applicable to customers located in a designated Underground Assessment Area within a local government (a municipality or a county) that requires the Company to collect a Governmental Undergrounding Fee from such customers to recover the local government's costs of converting overhead electric distribution facilities to underground facilities. The Governmental Undergrounding Fee billed to a customer's account shall not exceed the lesser of (i) 15 percent of a customer's total net electric service charges, or (ii) a maximum monthly amount of \$30 for residential customers and \$50 for each 5,000 kilowatt-hour increment of consumption for commercial/industrial customers, unless the Commission approves a higher percentage or maximum monthly amount. The maximum monthly amount shall apply to each line of billing in the case of a customer receiving a single bill for multiple service points, and to each occupancy unit in the case of a master metered customer. The Governmental Undergrounding Fee shall be calculated on the customer's charges for electric service before the addition of any applicable taxes.

**RATE SCHEDULES SC-1  
SERVICE CHARGES****Establishment of Service:**

A service charge shall be made for each establishment or re-establishment of service. This charge shall apply to each new service connection, service reconnection and transfer of account from one occupant to another. It shall also apply to reconnections after disconnection for non-payment or violation of Company or Florida Public Service Commission (Commission) Rules.

1. A charge of \$75.00 will be made for initial establishment of service to a premise.
2. A charge of \$30.00 will be made for each subsequent re-establishment of service to said premise.
3. A charge of \$11.00 will be made for each subsequent re-establishment of service to said premise where the customer has a Leave Service Active (LSA) agreement on file for a multi-family rental housing facility on a contiguous property with a minimum of 10 rental properties and 1 owner account.
4. A charge of \$50.00 will be made for the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules where such reconnection is performed during normal working hours (M-F, 7AM-7PM). For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.
5. A charge of \$65.00 will be made for the reconnection of service for nonpayment or violation of Company or Commission Rules where such reconnection is performed outside of normal working hours. For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.

The Company shall have the discretion to waive any of the foregoing charges that would otherwise apply to customers as a consequence of significant damage to their premises caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

**Late Payment Charge:**

Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5%, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

**Returned Check Charge:**

A service charge as allowed by Florida Statute 68.065 shall be added to the Customer's bill for electric service for each check or draft dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the returned check charge.

**Investigation of Unauthorized Use Charge:**

The Customer shall be assessed a charge by the Company for reimbursement of all investigative expenses related to a premise for which the Customer has undertaken unauthorized use of service and the Company has not elected to seek full recovery by prosecution under the law. The charge shall not be less than \$75.00, and such charge may be assessed in lieu of proof of actual expenses incurred. In addition to this charge, the Customer is responsible for any damages to the Company's facilities, correction of measured consumption, and/or any other service charges which may be applicable.

**RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owner's benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery is separately metered and billed.
4. A responsible legal entity is established as the customer to whom the Company can render its bill(s) for said service.

**Character of Service:**

Continuous service, alternating current, 60 cycles per second, single-phase or three-phase, at the Company's standard available distribution voltage. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

**Limitation of Service:**

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:**

**Customer Charge:** \$ 13.21

**Demand and Energy Charges:****Non-Fuel Energy Charges:**

First 1,000 kWh 4.457¢ per kWh  
All additional kWh 5.457¢ per kWh

Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**Additional Charges:**

Fuel Cost Recovery Factor: See Sheet No. 6.105  
Gross Receipts Tax Factor: See Sheet No. 6.106  
Right-of-Way Utilization Fee: See Sheet No. 6.106  
Municipal Tax: See Sheet No. 6.106  
Sales Tax: See Sheet No. 6.106

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 2010

**RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE**  
(Continued from Page No. 1)**Minimum Monthly Bill:**

The Minimum Monthly Bill shall be the Customer Charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at company-designated locations.

**Term of Service:**

From billing period to billing period, until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company rules.

**Budget Billing Plan (Optional):**

A customer may elect to be billed for service hereunder by an alternative-billing plan called the "Budget Billing Plan." This billing plan provides for payments on an averaged monthly installment basis rather than payments on an actual monthly usage basis. Budget Billing Plan is not available to net metering customers.

Under the Budget Billing Plan, the monthly billing is determined as follows:

1. The Annual Base Amount is calculated using the most recent twelve (12) months' billings for the premise and then averaged and rounded to the nearest whole dollar (Monthly Budget Billing Amount). If the customer has not resided at the premise for twelve (12) months, the Annual Base Amount will be determined by the customer's available monthly billings plus the previous occupant's billings. If the premise is new, a twelve (12) month estimated billing would be used.
2. The Monthly Budget Billing Amount is recalculated every third month using the most recent Annual Base Amount plus any deferred balances (the difference in prior billings made under the Budget Billing Plan and that of actual charges).

$$\text{Monthly Budget Billing Amount} = \frac{\text{12 Month Summation Actual or Est. Annual Base} + \text{Deferred Balance}}{12}$$

If the difference between the newly calculated Monthly Budget Billing Amount and the current Monthly Budget Billing Amount is greater than \$5 or 10%, then the Monthly Billing Amount will be re-established at the newly calculated amount (rounded to the nearest whole dollar).

3. At the customer's option (in lieu of carrying the deferred balance forward in the recalculation of the Monthly Budget Billing Amount) any deferred balance that is outstanding at the customer's annual review may be settled either through being applied to the customer's next bill (if a credit balance) or direct payment to the Company (if a debit balance).

A customer may request termination of the Budget Billing Plan at any time. The Company may terminate application of the Plan to any Customer whose balance due becomes sixty (60) days delinquent. Upon termination of the Plan or disconnection of service, the Customer must settle the account in full. Once the Customer has terminated, he or she may not rejoin the plan for twelve (12) months.



**RATE SCHEDULE RSL-1  
 RESIDENTIAL LOAD MANAGEMENT**
**Availability:**

Available only within the range of the Company's Load Management System.  
 Available to customers whose premises have active load management devices installed prior to June 30, 2007.  
 Available to customers whose premises have load management devices installed after June 30, 2007 that have and are willing to submit to load control of, at a minimum, central electric cooling and heating systems.

**Applicable:**

To customers eligible for Residential Service under Rate Schedule RS-1 or RSS-1 having a minimum average monthly usage of 600 kWh (based on the most recent 12 months, or, where not available, a projection for 12 months), and utilizing any of the following electrical equipment:

- |                                    |                                    |
|------------------------------------|------------------------------------|
| 1. Water Heater                    | 3. Central Electric Cooling System |
| 2. Central Electric Heating System | 4. Swimming Pool Pump              |

**Character of Service:**

Continuous service, alternating current, 60 cycle, single-phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

**Limitation of Service:**

Service to the electrical equipment specified above may be interrupted at the option of the Company by means of load management devices installed on the customer's premises.

For new service requests after June 30, 2007 customers with a central electric heating system that is a heat pump will be installed on Interruption Schedule S. All other new service requests will be installed on Interruption Schedule B. Interruption Schedule C shall be at the option of the customer.

For new service requests after April 1, 1995, and before June 30, 2007, customers who select the swimming pool pump schedule must also select at least one other schedule.

An installation of an alternative thermal storage heating system under Special Provision No. 7 of this rate schedule is not available after April 1, 1995.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:**

Customer Charge: \$ 13.21

**Energy and Demand Charges:**
**Non-Fuel Energy Charges:**

First 1,000 kWh	4.457¢ per kWh
All additional kWh	5.457¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Load Management Monthly Credit Amounts:<sup>1,2</sup>**
**Interruptible Equipment**

	Interruption Schedule				
	A	B	C	D	S
Water Heater	-	-	\$3.50	-	-
Central Heating System <sup>3</sup>	\$2.00	\$8.00	-	-	\$8.00
Central Heating System w/Thermal Storage <sup>3</sup>	-	-	-	\$8.00	-
Central Cooling System <sup>4</sup>	\$1.00	\$5.00	-	-	\$5.00
Swimming Pool Pump	-	-	\$2.50	-	-

(Continued on Page No. 2)



**RATE SCHEDULE RSL-1  
RESIDENTIAL LOAD MANAGEMENT**  
(Continued from Page No. 1)

Any customer with a heat pump not taking service under Schedule S who requests a change under this tariff will be required to take service under Schedule S.

Premises taking service under this tariff and controlled by load management devices will remain on the existing schedule until such time as the current customer affirmatively requests a change.

See also Special Provisions 10 and 11 below for further customer optional adjustments to the above credits.

Notes: (1) Load Management credits shall not exceed 40% of the Non-Fuel Energy Charge associated with kWh consumption in excess of 600 kWh per month.

(2) Premises that have load management devices installed prior to June 30, 2007 may remain on the existing schedule until such time as the customer requests a change under this tariff. When a change is requested, customers may take service only under Schedule B or Schedule S if the customer has a heat pump. Customers may also opt for Schedule C if taking service under another Schedule. Customers whose premises have load management devices installed after June 30, 2007 will be subject to the Limitations of Service above.

(3) For the billing months of November through March only.

(4) For the billing months of April through October only.

**Interruption Schedules:**

Schedule A Equipment interruptions will not exceed an accumulated total of 10 minutes during any 30 minute interval within the Company's designated Peak Periods.

Schedule B Equipment interruptions will not exceed an accumulated total of 16.5 minutes during any 30 minute interval within the Company's designated Peak Periods.

Schedule C Equipment may be interrupted continuously, not to exceed 300 minutes, and during the Company's designated Peak Periods. Where a thermal storage system has been installed hereunder, additional interruptions to the water heater will be made during periods of charging thermal storage system.

Schedule D The regular heating system may be interrupted continuously and alternative heating provided by means of a thermal storage system installed hereunder.

Schedule S Equipment interruptions will not exceed an accumulated total of 16.5 minutes during any 30 minute interval within the Company's designated Peak Periods. Heat pump back-up strip may be interrupted continuously, not to exceed 300 minutes, during the Company's designated Peak. When the heat pump back-up strip is being interrupted, the heat pump will not be interrupted.

**Peak Periods:**

The Peak Periods expressed in terms of prevailing clock time shall be, but are not limited to these as follows:

(1) For the calendar months of November through March, All Days: 6:00 a.m. to 11:00 a.m., and  
6:00 p.m. to 10:00 p.m.

(2) For the calendar months of April through October, All Days: 1:00 p.m. to 10:00 p.m.

**Terms and Conditions:**

All terms and conditions of Rate Schedule RS-1, Residential Service, (i.e. Fuel Charges and other Billing Adjustments, Minimum Monthly Bill, Terms of Payment, Term of Service and Average Billing Plan), shall apply to service under this rate schedule.

(Continued on Page No. 3)

**ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning**

**EFFECTIVE: June 30, 2007**

**RATE SCHEDULE RSL-1  
RESIDENTIAL LOAD MANAGEMENT**  
(Continued from Page No. 2)**Special Provisions:**

1. The Company shall be allowed reasonable access to the customer's premises to install, maintain, inspect, test and remove load management devices on the electrical equipment specified above.
2. Prior to the installation of load management devices, the Company may inspect the customer's electrical equipment to ensure good repair and working condition, but the Company shall not be responsible for the repair or maintenance of the electrical equipment.
3. The Company shall not be required to install load management devices on electrical equipment which would not be economically justified for reasons, such as, excessive installation costs, insufficient load, oversized equipment or abnormal utilization of equipment, including but not limited to, vacation or other limited occupancy residences or qualifying common use facilities.
4. Multiple units of any electrical equipment specified above must all be installed with load management devices to qualify for the credit attributable to that equipment type at that premise.
5. The limitation on interruptible schedules shall not apply during critical capacity conditions on the Company's system; nor shall limitations apply at times the Company requires additional generating resources to maintain firm power sales commitments or supply emergency interchange service to another utility for its firm load obligations only. The Company may also exercise equipment interruptions at any time for purposes of testing and performance evaluation of its Load Management System.
6. If the Company determines that the load management devices have been tampered with, the Company may discontinue service under this rate schedule and bill for all prior load management credits received by the customer, unless an earlier tampering date can be established, plus applicable investigative charges.
7. An alternative thermal storage heating system is available to customers who (a) have resistance strip heating solely as their central electric heating system, (b) have adequate space and provide access for installation and maintenance of a thermal storage system, (c) have an electric water heater circuit which can be utilized for charging a thermal storage system and (d) have normal residential water heating and central heating requirements. The Company shall not be required to provide a thermal storage system where the Company deems the installation to be economically unjustified.

For qualifying customers, the Company will install, maintain and operate a thermal storage system consisting of a thermal storage (water) tank, a pump, and a heat exchanging coil. The storage tank will be charged at the option and under the control of the Company. When this option is exercised, heating from this system will be available in place of the customer's regular heating system. During periods that the storage tank is being charged, electric service to the customer's regular water heater will be interrupted. An initial incentive payment of \$50.00 shall be made to a participating customer.

8. Billing under this Rate Schedule will commence with the first complete billing period following installation of the load management devices. A customer may change interruption schedules or the selection of electrical equipment installed with load management devices or transfer to another rate schedule by notifying the Company forty-five days in advance. However, in the event of any revision to the interruption schedules which may affect customer, the Customer shall be allowed ninety days from the effective date of the revision to change schedules or equipment or transfer to another rate schedule. If a customer transfers to another rate schedule they are not eligible for service under this rate schedule for 12 months from the date of transfer.
9. If the Company determines that the effect of equipment interruptions has been offset by the customer's use of supplementary or alternative electrical equipment, or if access cannot be obtained by the Company to inspect, maintain, or remove load management devices, service under this rate schedule may be discontinued and the customer billed for all prior load management credits received over a period not in excess of six months.
10. Effective 8/31/07, for customers at premises taking service under Interruption Schedule B or S, and C for electric water heating, for which the premise at any time received the solar thermal water heating incentive, the monthly credit amount will be 25% of the above credit values for Interruption Schedules B, S and C, except for the pool pump. The pool pump credit amount will be at 100%.
11. Effective 8/31/07, a customer may elect to have all their credits contributed to the Progress Energy "Photovoltaics for Schools" green program. No partial contributions will be allowed. This program installs photovoltaic panels on schools as funds become available.

**ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning****EFFECTIVE: June 30, 2007**

**RATE SCHEDULE RSL-2  
 RESIDENTIAL LOAD MANAGEMENT – WINTER ONLY**

**Availability:**

Available only within the range of the Company's Load Management System.

**Applicable:**

To customers eligible for Residential Service under Rate Schedule RS-1 or RSS-1 having a minimum average monthly usage of 600 kWh for the months of November through March (based on the most recent billings, where not available, a projection for those months) and utilizing **both** electric water heater and central electric heating systems.

**Character of Service:**

Continuous service, alternating current, 60 cycle, single-phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

**Limitation of Service:**

Service to the electrical equipment specified above may be interrupted at the option of the Company by means of load management devices installed on the customer's premises.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:**

**Customer Charge:** \$ 13.21

**Energy and Demand Charges:**

## Non-Fuel Energy Charges:

First 1,000 kWh	4.457¢ per kWh
All additional kWh	5.457¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Load Management Credit Amount:<sup>1</sup>**

<u>Interruptible Equipment</u>	<u>Monthly Credit<sup>2</sup></u>
Water Heater and Central Heating System	\$11.50

Notes: (1) Load management credit shall not exceed 40% of the Non-Fuel Energy Charge associated with kWh consumption in excess of 600 kWh/month.  
 (2) For billing months of November through March only.

**Appliance Interruption Schedule:**

Heating	Equipment interruptions will not exceed an accumulated total of 16.5 minutes during any 30 minute interval within the Company's designated Peak Periods. Heat pump back-up strip may be interrupted continuously, not to exceed 300 minutes, during the Company's designated Peak. When the heat pump back-up strip is being interrupted, the heat pump will not be interrupted.
Water Heater	Equipment may be interrupted continuously, not to exceed 300 minutes, and during the Company's designated Peak Periods.

(Continued on Page No. 2)

**ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida**

**EFFECTIVE: January 1, 2010**

**RATE SCHEDULE RSL-2  
RESIDENTIAL LOAD MANAGEMENT – WINTER ONLY  
(Continued from Page No. 1)**

**Peak Periods:**

The Peak Periods expressed in terms of prevailing clock time shall be, but are not limited to these as follows:

- (1) For the calendar months of November through March - All Days: 6:00 a.m. to 11:00 a.m., and  
6:00 p.m. to 10:00 p.m.

**Terms and Conditions:**

All terms and conditions of Rate Schedule RS-1, Residential Service (i.e. Fuel Charges and other Billing Adjustments, Minimum Monthly Bill, Terms of Payment, Term of Service and Budget Billing Plan), shall apply to service under this rate schedule.

**Special Provisions:**

1. The Company shall be allowed reasonable access to the customer's premises to install, maintain, inspect, test and remove load management devices on the electrical equipment specified above.
2. Prior to the installation of load management devices, the Company may inspect the customer's electrical equipment to ensure good repair and working condition, but the Company shall not be responsible for the repair or maintenance of the electrical equipment.
3. The Company shall not be required to install load management devices on electrical equipment which would not be economically justified for reasons, such as, excessive installation costs, insufficient load, oversized equipment, or abnormal utilization of equipment, including but not limited to, vacation or other limited occupancy residences or qualifying common use facilities.
4. Multiple units of any electrical equipment specified above must all be installed with load management devices to qualify for the credit attributable to that equipment at that premise.
5. The limitation on interruptible schedules shall not apply during critical capacity conditions on the Company's system; nor shall limitations apply at times the Company requires additional generating resources to maintain firm power sales commitments or supply emergency interchange service to another utility for its firm load obligations only. The Company may also exercise equipment interruptions at any time for purposes of testing and performance evaluation of its Load Management System.
6. If the Company determines that the load management devices have been tampered with, the Company may discontinue service under this rate schedule and bill for all prior load management credits received by the customer, unless an earlier tampering date can be established, plus applicable investigative charges.
7. Billing under this Rate Schedule will commence with the first complete billing period following installation of the load management devices. A customer may transfer to another rate schedule by notifying the Company forty-five (45) days in advance. If a customer transfers to another rate schedule they are not eligible for service under this rate schedule for 12 months from the date of transfer.
8. If the Company determines that the effect of equipment interruptions has been offset by the customer's use of supplementary or alternative electrical equipment, or if access cannot be obtained by the Company to inspect, maintain, or remove load management devices, service under this rate schedule may be discontinued and the customer billed for all prior load management credits received over a period not in excess of six (6) months.
9. A customer may elect to have all their credits contributed to the Progress Energy "Photovoltaics for Schools" green program. No partial contributions will be allowed. This program installs photovoltaic panels on schools as funds become available.

**RATE SCHEDULE RST-1  
RESIDENTIAL SERVICE  
OPTIONAL TIME OF USE RATE**  
(Closed to New Customers as of 01/01/10)

**Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

At the option of residential customers otherwise eligible for service under Rate Schedule RS-1, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

**Character of Service:**

Continuous service, alternating current, 60 cycle, single phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

**Limitation of Service:**

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

**Rate Per Month:**

**Customer Charge:** \$ 17.05

**Energy and Demand Charges:**

**Non-Fuel Energy Charges:** 13.959¢ per On-Peak kWh  
0.510¢ per Off-Peak kWh

Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy used during designated On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

**Rating Periods:**

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,  
Monday through Friday \*: 6:00 a.m. to 10:00 a.m. and  
6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October,  
Monday through Friday\*: 12:00 Noon to 9:00 p.m.

\* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

(Continued on Page No. 2)

**RATE SCHEDULE RST-1  
RESIDENTIAL SERVICE  
OPTIONAL TIME OF USE RATE**  
(Closed to New Customers as of 01/01/10)  
(Continued from Page No. 1)

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

**Term of Service:**

The term of service requirements under this optional rate schedule shall be the same as that required under the standard rate schedule which would otherwise be applicable; provided, however, customers who elect to take service hereunder at a given location shall have the right during the initial term of service to transfer to the otherwise applicable standard rate schedule at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) consecutive months.

**Special Provisions:**

1. All service rendered under this rate schedule shall be measured by metering equipment capable of determining energy use during specified hourly periods.
2. Application for service hereunder will be accepted by the Company on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
3. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.
4. Customers at their option may elect to receive a lower monthly Customer Charge by making a Contribution in Aid of Construction (CIAC) equal to the additional installed cost of a time of use meter. As of the effective date of this rate schedule, the CIAC required is \$90.00. For customers electing this option, the Customer Charge shall be the Customer Charge contained in Rate Schedule RS-1.

**RATE SCHEDULE GS-1  
GENERAL SERVICE – NON-DEMAND****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable.

**Character of Service:**

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

**Limitation of Service:**

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:****Customer Charge:**

Unmetered Account:	\$ 7.52
Secondary Metering Voltage:	\$ 17.79
Primary Metering Voltage:	\$ 229.49
Transmission Metering Voltage:	\$ 830.59

**Energy and Demand Charges:**

Non-Fuel Energy Charge: 4.760¢ per kWh

Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Non-Fuel Energy Charge included in the Rate per Month section of this rate schedule shall be increased by 0.968¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

**Metering Voltage Adjustment:**

Metering voltage will be at the option of the Company. When the Company meters at a voltage above standard distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy Charge hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

(Continued on Page No. 2)

**RATE SCHEDULE GS-1  
GENERAL SERVICE – NON-DEMAND  
(Continued from Page No. 1)**

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

**Term of Service:**

Service under this rate shall be for a minimum initial term of twelve (12) months from commencement of service and shall continue thereafter until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company Rules

Customers taking service under another Company rate schedule who elect to transfer to this rate must remain on this rate for a minimum term of twelve (12) months.

Where special equipment to serve the customer is required, the Company may require a specified term of service contract.

**Special Provisions:**

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
3. For fixed wattage and/or automatically controlled loads, the kWh consumption may, at the option of the Company, be estimated in lieu of installing meters.



**RATE SCHEDULE GST-1  
GENERAL SERVICE – NON-DEMAND  
OPTIONAL TIME OF USE RATE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

At the option of non-residential customers otherwise eligible for service under Rate Schedule GS-1, provided that all of the electric load requirements on the Customer's premises are metered through one point of delivery.

**Character of Service:**

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

**Limitation of Service:**

Standby or Resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 17.79
Primary Metering Voltage:	\$ 229.49
Transmission Metering Voltage:	\$ 830.59

**Energy and Demand Charge:**

Non-Fuel Energy Charge:	13.959¢ per On-Peak kWh 0.510¢ per Off-Peak kWh
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Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor

See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during designated On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Non-Fuel Charges included in the Rate per Month section of this rate schedule shall be increased by 0.968¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:**

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,  
Monday through Friday\*: 6:00 a.m. to 10:00 a.m. and  
6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October,  
Monday through Friday\*: 12:00 Noon to 9:00 p.m.

\* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(Continued on Page No. 2)

**RATE SCHEDULE GST-1  
GENERAL SERVICE – NON-DEMAND  
OPTIONAL TIME OF USE RATE  
(Continued from Page No. 1)**

**Rating Periods: (Continued)**

- (b) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

**Metering Voltage Adjustment:**

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy and Demand Charges hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

**Term of Service:**

The term of service requirements under this optional rate schedule shall be the same as that required under the standard rate schedule which would otherwise be applicable; provided, however, customers who elect to take service hereunder at a given location shall have the right during the initial term of service to transfer to the otherwise applicable standard rate schedule at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.

**Special Provisions:**

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electric load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
3. All service rendered under this rate schedule shall be measured by metering equipment capable of determining energy use during specified hourly periods.
4. Application for service hereunder will be accepted by the Company on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
5. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.

**RATE SCHEDULE GS-2  
GENERAL SERVICE – NON-DEMAND  
100% LOAD FACTOR USAGE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To any customer, other than residential, with fixed wattage loads operating continuously throughout the billing period (such as traffic signals, cable TV amplifiers and gas transmission substations).

**Character of Service:**

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

**Limitation of Service:**

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate per Month:****Customer Charge:**

Unmetered Account:	\$ 7.52
Metered Account:	\$ 17.79

**Energy and Demand Charges:**

Non-Fuel Energy Charge:	1.473¢ per kWh
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Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor

See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Non-Fuel Energy Charge included in the Rate per Month section of this rate schedule shall be increased by 0.168¢ per kWh for the cost of reserving capacity in the alternate distribution circuit.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

(Continued on Page No. 2)

**RATE SCHEDULE GS-2  
GENERAL SERVICE – NON-DEMAND  
100% LOAD FACTOR USAGE  
(Continued from Page No. 1)**

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

**Term of Service:**

From billing period to billing period, until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company Rules.

Where special equipment to serve the customer is required, the Company may require a specified term of service contract.

**Special Provisions:**

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
3. The calculated kWh usage at each unmetered point shall be determined by operating test or utilization of manufacturer's rating and specifications. The monthly operation shall be based on a standard of 730 hours. For cable TV amplifiers or similar equipment, the input wattage used to calculate kWh usage shall be:

$$\text{Input Wattage} = \frac{\text{Output Amperage} \times \text{Output Voltage}}{\text{Manufacturer's Rated Efficiency}}$$

where, such above values are established by the Manufacturer.

**RATE SCHEDULE GSD-1  
GENERAL SERVICE - DEMAND****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable with a measured annual kWh consumption of 24,000 kWh or greater per year.

**Character of Service:**

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

**Limitation of Service:**

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 17.79
Primary Metering Voltage:	\$ 229.49
Transmission Metering Voltage:	\$ 830.59

**Demand Charge:** \$ 5.65 per kW of Billing Demand

**Energy Charge:**

Non-Fuel Energy Charge: 2.320¢ per kWh

Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.23 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Determination of Billing Demand:**

The billing demand shall be the maximum 30-minute kW demand established during the current billing period.

(Continued on Page No. 2)

**RATE SCHEDULE GSD-1  
GENERAL SERVICE - DEMAND**  
(Continued from Page No. 1)**Delivery Voltage Credit:**

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credits:

For Distribution Primary Delivery Voltage:	\$ 1.01 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 3.47 per kW of Billing Demand

**Metering Voltage Adjustment:**

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 25¢ for each KVAR by which the reactive demand exceeds, numerically .62 times the measured kW demand, and will be decreased 25¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

**Term of Service:**

Service under this rate shall be for a minimum initial term of twelve (12) months from commencement of service and shall continue thereafter until receipt of notice by the Company from the customer to disconnect, or upon disconnect by the Company under Florida Public Service Commission or Company Rules.

Customers taking service under another Company rate schedule who elect to transfer to this rate must remain on this rate for a minimum term of twelve (12) months.

(Continued on Page No. 3)

**RATE SCHEDULE GSD-1  
GENERAL SERVICE - DEMAND**  
(Continued from Page No. 2)**Term of Service: (Continued)**

Where special equipment to serve the customer is required, the Company may require a specified term of service contract.

**Special Provisions:**

1. The Company may, under the provisions of this rate schedule, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month times the installed cost of such additional equipment.

**RATE SCHEDULE GSDT-1  
GENERAL SERVICE - DEMAND  
OPTIONAL TIME OF USE RATE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

At the option of the customer, otherwise eligible for service under Rate Schedule GSD-1, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

**Character of Service:**

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard distribution voltage available.

**Limitation of Service:**

Standby or Resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 17.79
Primary Metering Voltage:	\$ 229.49
Transmission Metering Voltage:	\$ 830.59

**Demand Charges:**

Base Demand Charge:	\$ 3.47 per kW of Base Demand
On-Peak Demand Charge:	\$ 2.18 per kW of On-Peak Demand

**Energy Charges:**

Non-Fuel Energy Charge:	6.666 ¢ per On-Peak kWh 0.510 ¢ per Off-Peak kWh
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Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor

See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during designated On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 2 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.23 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)



**RATE SCHEDULE GSDT-1  
 GENERAL SERVICE DEMAND  
 OPTIONAL TIME OF USE RATE  
 (Continued from Page No. 1)**

**Rating Periods:**

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,  
 Monday through Friday \*: 6:00 a.m. to 10:00 a.m. and  
 6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October,  
 Monday through Friday\*: 12:00 Noon to 9:00 p.m.

\* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

**Determination of Billing Demands:**

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current billing period.
- (b) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

**Delivery Voltage Credit:**

When a customer takes service under this rate schedule at a delivery voltage above standard distribution secondary voltage, the Base Demand Charge hereunder shall be subject to the following credits:

For Distribution Primary Delivery Voltage:	\$ 1.01 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 3.47 per kW of Billing Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

**Metering Voltage Adjustment:**

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the applicable following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charges and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

**Power Factor:**

For customers with metered demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 25¢ for each KVAR by which the reactive demand exceeds numerically .62 times the measured kW demand, and will be decreased 25¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

(Continued on Page No. 3)

**RATE SCHEDULE GSDT-1  
GENERAL SERVICE - DEMAND  
OPTIONAL TIME OF USE RATE**  
(Continued from Page No. 2)

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge.

Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

**Term of Service:**

The term of service requirements under this optional rate schedule shall be the same as that required under the standard rate schedule which would otherwise be applicable; provided, however, customers who elect to take service hereunder at a given location shall have the right during the initial term of service to transfer to the otherwise applicable standard rate schedule at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate schedule at the location for a minimum term of twelve (12) months.

**Special Provisions:**

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
3. All service rendered under this rate schedule shall be measured by the metering equipment capable of determining energy use during specified hourly periods.
4. Application for service hereunder will be accepted by the Company on a first-come, first-served basis. Required metering equipment will be installed accordingly, subject to availability.
5. Service under this rate schedule shall commence with the first full billing period following the date of meter installation.

**RATE SCHEDULE GSLM-1  
 GENERAL SERVICE - LOAD MANAGEMENT  
 (Closed to New Customers as of 07/20/00)**

**Availability:**

Available only within the range of the Company's Load Management System.

**Applicable:**

To customers who are eligible for service under Rate Schedules GS-1, GST-1, GSD-1, or GSDT-1, excluding those customers served under the General Service transition rates, and who elect service under this rate schedule and have electric space cooling equipment suitable for interruptible operation. Also applicable to those customers who have any of the following electrical equipment installed on permanent residential structures and utilized for domestic (household) purposes: (1) water heater(s), (2) central electric heating system(s), (3) central electric cooling system(s), and/or (4) swimming pool pump(s).

**Limitation of Service:**

Service to specified electrical equipment may be interrupted at the option of the Company by means of load management devices installed on the customer's premises.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:**

The rates and all other terms and conditions of Company Rate Schedules GS-1, GST-1, GSD-1 or GSDT-1 (whichever shall otherwise be applicable) shall be applicable to service under this rate schedule, subject to the following:

**LOAD MANAGEMENT MONTHLY CREDIT AMOUNT**

<u>Interruptible Equipment</u>	<u>Interruption Schedule</u>	<u>Credit Based on Installed Capacity<sup>1</sup></u>	<u>Applicable Billing Months</u>
Electric Space Cooling <sup>3</sup>	A	\$ 0.26 Per kW	April thru October
Electric Space Cooling <sup>3</sup>	B	\$ 0.56 Per kW	April thru October
Domestically Utilized Equipment <sup>2,3</sup>	[Availability, Schedules and Credits of the otherwise applicable Rate Schedule RSL-1 or RSL-2 shall apply]		

**Notes:**

- (1) Credit shall not exceed 50% of the Non-Fuel Energy and Demand Charges; nor, for otherwise applicable Rate Schedule GSDT-1, shall the credit exceed the On-Peak and Base Demand Charges.
- (2) Equipment includes water heaters, central heating systems, central cooling systems and swimming pool pumps when such equipment is installed on permanent residential structures and utilized for domestic purposes.
- (3) Restricted to existing customers as of July 20, 2000.

**Interruption Schedules:**

- Schedule A Interruptions will not exceed an accumulated total of 10 minutes during any 30-minute interval within the designated Peak Periods.
- Schedule B Interruptions will not exceed an accumulated total of 16.5 minutes during any 30-minute interval within the designated Peak Periods.

(Continued on Page No. 2)

**RATE SCHEDULE GSLM-1  
GENERAL SERVICE – LOAD MANAGEMENT**  
(Closed to New Customers as of 07/20/00)  
(Continued from Page No. 1)

**Peak Periods:**

The designated Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,  
All Days: 6:00 a.m. to 11:00 a.m., and  
6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October,  
All Days: 1:00 p.m. to 10:00 p.m.

**Special Provisions:**

1. The Company shall be allowed reasonable access to the customer's premises to install, maintain, inspect, test and remove load management devices on the electrical equipment specified above.
2. Prior to the installation of load management devices, the Company may inspect the customer's electrical equipment to ensure good repair and working condition, but the Company shall not be responsible for the repair or maintenance of the electrical equipment. The Company may, at its option, require a commercial energy audit as a prerequisite to receiving service under this rate. The audit may be used to establish or confirm equipment capacity, operating hours, or to determine the ability of the Company to control electric demand.
3. The Company shall not be required to install load management devices on electrical equipment, which would not be economically justified, for reasons such as excessive installation costs, oversized equipment or abnormal utilization of equipment, including operating hours which are not considered within the designated Peak Periods.
4. If the Company determines that equipment operating schedules and/or business hours have reduced the ability of the Company to control electric demand during the above designated peak periods, then service under this rate will be discontinued.
5. Where multiple units (including standby or multi-stage) of space conditioning equipment are used to heat or cool a building, all of these units must be equipped with load management devices and normally must be controlled on the same interruption cycle.
6. Billing under this rate schedule will commence with the first complete billing period following installation of the load management devices. During the first year of service, a customer may transfer to another rate schedule by notifying the Company forty-five (45) days in advance. After the first year of service, the customer may transfer to another rate schedule by notifying the Company twelve (12) months in advance. However, in the event of any revision to the interruption schedules which may affect customer, the customer shall be allowed ninety (90) days from the effective date of the revision to change schedules or equipment or transfer to another rate schedule.
7. The limitations on Interruptible Schedules shall not apply during critical capacity conditions on the Company's system; nor shall limitations apply at times the Company requires additional generating resources to maintain firm power sales commitments or supply emergency interchange service to another utility for its firm load obligations only. The Company may also exercise equipment interruptions at any time for purposes of testing and performance evaluation of its Load Management System.
8. If the Company determines that the load management devices have been tampered with or disconnected without notice, the Company may discontinue service under this rate schedule and bill for prior load management credits received by the customer, plus applicable investigative charges.
9. If the Company determines that the effect of equipment interruptions have been offset by the customer's use of supplementary or alternative electrical equipment, service under this rate schedule may be discontinued and the customer billed for all prior load management credits received over a period not in excess of six (6) months.
10. For purposes of determining eligible credits related to domestically utilized equipment, the customer shall provide the Company actual occupancy rates of permanent residential structures containing each type of equipment for the previous winter (November through March) and summer (April through October) periods. Credits for the current billing period shall apply to the number of items of each installed type of equipment multiplied by the corresponding previous seasonal period's occupancy rate.

**RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**



**RATE SCHEDULE CS-2  
CURTAILABLE GENERAL SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To any customer, other than residential, for light and power purposes where the billing demand is 500 kW or more, and where the customer agrees to curtail 25% of their average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection for twelve (12) months).

**Character of Service:**

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

**Limitation of Service:**

Standby or resale service is not permitted hereunder. Curtailable service under this rate schedule is not subject to curtailment during any time period for economic reasons. Curtailable service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to curtailable loads except under the conditions set forth in Special Provision No. 6 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 38.18
Primary Metering Voltage:	\$ 240.75
Transmission Metering Voltage:	\$ 841.85

**Demand Charge:** \$ 8.78 per kW of Billing Demand

**Curtailable Demand Credit:** \$ 2.48 per kW of Load Factor Adjusted Demand

**Energy Charge:**

Non-Fuel Energy Charge: 1.092¢ per kWh

Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.23 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 2010

**RATE SCHEDULE CS-2  
CURTAILABLE GENERAL SERVICE**  
(Continued from Page No. 1)**Determination of Billing Demand:**

The billing demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 500 kW. The minimum billing demand of 500 kW shall not apply to those customers transferred to be hereunder on January 1, 2010.

**Determination of Load Factor Adjusted Demand:**

The Load Factor Adjusted Demand shall be the difference, if any, between the maximum 30-minute kW demand established during the current billing period and the contract Non-Curtailable Demand determined in accordance with Special Provision No. 2 of this rate, multiplied by the customer's billing load factor (ratio of billing kWh to maximum 30-minute kW demand, multiplied by the number of hours in the billing period). In no event shall the Curtailable Demand be less than zero.

**Delivery Voltage Credit:**

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$ 1.01 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 3.47 per kW of Billing Demand

**Metering Voltage Adjustment:**

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

**Power Factor:**

Bills computed under the above rate per month charges will be increased 25¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 25¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

**Term of Service:**

Service under this rate shall be for a minimum initial term of two (2) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

(Continued on Page No. 3)

**RATE SCHEDULE CS-2  
CURTAILABLE GENERAL SERVICE**  
(Continued from Page No. 2)**Special Provisions:**

1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
2. Under the provisions of this rate, the Company will require a contract with the customer upon the Company's filed standard contract Form No. 2. An initial Non-Curtailable Demand shall be specified in the contract and shall be based on specifications for power requirements supplied to the Company. (Note: the initial contract Non-Curtailable Demand cannot be set any greater than 75% of the customer's average monthly billing demand in accordance with the Applicable Clause of this rate schedule). The contract Non-Curtailable Demand shall be re-established under the following conditions:
  - (a) If a change in the customer's power requirements occurs, the Company and the customer shall establish a new contract Non-Curtailable Demand.
  - (b) If the customer establishes a demand higher than the contract Non-Curtailable demand during any period of requested curtailment in the billing period, such higher demand shall become the contract Non-Curtailable Demand effective with the next billing period. In addition, Special Provision No. 5 is applicable.
  - (c) If the customer establishes a demand lower than the contract Non-Curtailable demand during all periods of requested curtailment in the billing period, such lower demand upon request by the customer shall become the contract Non-Curtailable Demand effective with the next billing period.
  - (d) If the customer's contract Non-Curtailable Demand exceeds 75% of the customer's average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection of twelve (12) months), the contract Non-Curtailable Demand shall be set equal to 75% of the customer's average monthly billing demand effective with the current billing period. A re-establishment of the customer's contract Non-Curtailable Demand under this condition shall supersede any other establishment.
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of his power requirements to no more than his contract Non-Curtailable Demand upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
4. A customer will be deemed to have complied with his curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment does not exceed his contract Non-Curtailable Demand.
5. If the maximum 30-minute kW demand established during a requested curtailment in the billing period exceeds the customer's contract Non-Curtailable Demand, the customer will be billed the following additional charge for all billing periods from the most recent prior billing period of requested curtailment through the current billing period, not to exceed a total of twelve (12) billing periods:
  - 1.25 times the difference in Demand and Energy Charges which would result under Rate Schedule GSD-1 and those Demand and Energy Charges calculated under this rate schedule plus the difference between ECCR, CCR and ECRC of this rate schedule and GSD-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.

(Continued on Page No. 4)

ISSUED BY: Mark A. Myers, Vice President, Finance

EFFECTIVE: October 1, 2003

**RATE SCHEDULE CS-2  
CURTAILABLE GENERAL SERVICE**  
(Continued from Page No. 3)**Special Provisions: (Continued)**

6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with curtailable loads used during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods to no more than their established Non-Curtailable Demand pursuant to the third paragraph of these provisions.

In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CST-2, CS-3, CST-3, SS-2 and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to no more than the customer's Non-Curtailable Demand will be required for the remainder of such period.

In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and does not exceed his Non-Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of any additional cost of such energy.

7. If the customer increases his power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% per month times the installed cost of such additional equipment.
9. Customers taking service under this curtailable rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
10. With the exception of those customers transferred to be under this rate schedule on January 1, 2010, service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster. Where a public shelter has been previously designated on the facilities of a herein described transferred customer, the Company shall not curtail service to the Customer during such periods; provided, however, that the Company receives notice of the facilities' use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.

**RATE SCHEDULE CS-3  
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To any customer, other than residential, for light and power purposes where the billing demand is 2,000 kW or more (based on most recent twelve (12) months or, where not available, projected billing demand for twelve (12) months), and where the customer agrees to curtail its demand by a fixed contractual amount of not less than 2,000 kW upon request of the Company in accordance with the provisions of this rate schedule.

**Character of Service:**

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

**Limitation of Service:**

Standby or resale service is not permitted hereunder. Service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. Service under this rate schedule is not subject to curtailment for economic reasons. The Company will not make off-system purchases during such curtailment periods to maintain service hereunder except as set forth in Special Provision No. 6 below.

Service under this rate is subject to the "General Rules and Regulations Governing Electric Service" contained in Section IV of the Company's currently effective and filed retail tariff.

**Rate Per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 38.18
Primary Metering Voltage:	\$ 240.75
Transmission Metering Voltage:	\$ 841.85

**Demand Charge:** \$ 8.78 per kW of Billing Demand

**Curtable Demand Credit:** \$ 2.48 per kW of Fixed Curtable Demand

**Energy Charge:**

Non-Fuel Energy Charge: 1.092¢ per kWh

Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

Where the customer receives Premium Distribution Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer, including, all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.23 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Determination of Billing Demand:**

The billing demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 2,000 kW.

**Delivery Voltage Credit:**

When a customer takes service under this rate schedule at a delivery voltage above standard distribution secondary voltage, the Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$ 1.01 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 3.47 per kW of Billing Demand

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 2010

**RATE SCHEDULE CS-3**  
**CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND**  
(Continued from Page No. 1)

**Metering Voltage Adjustment:**

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

**Power Factor Adjustment:**

Bills computed under the above rate per month charges will be increased 25¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 25¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

**Term of Service:**

Service under this rate schedule shall be for a minimum initial term of two (2) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

**Special Provisions:**

- As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
- As a condition for service under this rate schedule, a customer is required to enter into a contract with the Company on the Company's filed standard contract Form No. 2. An initial Fixed Curtailable Demand of at least 2,000 kW shall be specified in the contract, which may be re-established under the following conditions:
  - If a change in the customer's power requirements occurs, the Company and the customer may establish a new Fixed Curtailable Demand.
  - If the customer fails to reduce load by the Fixed Curtailable Demand for the duration of any period of requested curtailment, the lowest measured load reduction achieved during such period shall become the Fixed Curtailable Demand effective with the next billing period following the period of requested curtailment. In addition, Special Provision No. 5 is applicable.
  - If the customer establishes a demand reduction larger than the Fixed Curtailable Demand for the duration of each period of requested curtailment occurring within a billing period, upon request by the customer, the lowest of the demand reductions achieved during each such period shall become the Fixed Curtailable Demand effective with the next billing period.
- As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of its load by at least the Fixed Curtailable Demand upon each curtailment request from the Company. Such requests will be made during those periods specified under Limitation of Service above. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of such limitations.

(Continued on Page No. 3)

**RATE SCHEDULE CS-3  
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND  
OPTIONAL TIME OF USE RATE  
(Continued from Page No. 2)**

**Special Provisions: (Continued)**

4. A customer will be deemed to have complied with its curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment is lower than the customer's maximum 30-minute kW demand established immediately prior to the requested curtailment by at least the Fixed Curtailable Demand defined in Special Provision No. 2.
5. If a customer has not complied with its curtailment responsibility during a period of requested curtailment, the customer will be billed the following additional charge for all billing periods following the previous period of requested curtailment through the billing period in which such non-compliance occurred, not to exceed a total of twelve (12) billing periods:

125% of the difference in Demand and Energy Charges which would have resulted under Rate Schedule GSD-1 and those Demand and Energy Charges calculated under this rate schedule, plus the difference between ECCR, CCR and ECRC of this rate schedule and GSD-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.

6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with curtailable loads used during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods at least their Fixed Curtailable Demand pursuant to the third paragraph of these provisions.

In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CST-3, SS-2, and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to at least the customer's Fixed Curtailable Demand will be required for the remainder of such period.

In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and curtails by at least its Fixed Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of the additional cost of such energy.

7. If the customer increases its power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% per month times the installed cost of such additional equipment.
9. Customers taking non-firm service under this rate schedule who desire to transfer to a rate schedule providing firm service will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the notice.
10. Service under this rate is not available if all or a part of the customer's load serves a facility designated by an appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster

**RESERVED FOR FUTURE USE**



**RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**

**RATE SCHEDULE CST-2  
CURTAILABLE GENERAL SERVICE  
OPTIONAL TIME OF USE RATE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

At the option of customers otherwise eligible for service under Rate Schedule CS-2, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

**Character of Service:**

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

**Limitation of Service:**

Standby or resale service is not permitted hereunder. Curtailable service under this rate schedule is not subject to curtailment during any time period for economic reasons. Curtailable service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to curtailable loads except under the conditions set forth in Special Provision No. 6 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 38.18
Primary Metering Voltage:	\$ 240.75
Transmission Metering Voltage:	\$ 841.85

**Demand Charges:**

Base Demand Charge:	\$ 3.47 per kW of Base Demand
On-Peak Demand Charge:	\$ 5.31 per kW of On-Peak Demand

**Curtailable Demand Credit:** \$ 2.48 per kW of Load Factor Adjusted Demand

**Energy Charge:**

Non-Fuel Energy Charge:	2.766¢ per On-Peak kWh 0.510¢ per Off-Peak kWh
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Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.23 per kW for the cost of reserving capacity in the alternate distribution circuit.

(Continued on Page No. 2)

**RATE SCHEDULE CST-2  
CURTAILABLE GENERAL SERVICE  
OPTIONAL TIME OF USE RATE  
(Continued from Page No. 1)**

**Rating Periods:**

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,  
Monday through Friday \*: 6:00 a.m. to 10:00 a.m. and  
6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October,  
Monday through Friday\*: 12:00 Noon to 9:00 p.m.

\* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(b) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

**Determination of Billing Demands:**

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 500 kW. The minimum billing demand of 500 kW shall not apply to those customers transferred to be hereunder on January 1, 2010.
- (b) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

**Determination of Load Factor Adjusted Demand:**

The Load Factor Adjusted Demand shall be the difference, if any, between the maximum 30-minute kW demand established during the current billing period and the contract Non-Curtailable Demand determined in accordance with Special Provision No. 2 of this rate, multiplied by the customer's billing load factor (ratio of billing kWh to maximum 30-minute kW demand, multiplied by the number of hours in the billing period). In no event shall the Curtailable Demand be less than zero.

**Delivery Voltage Credit:**

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Base Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$ 1.01 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 3.47 per kW of Billing Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

**Metering Voltage Adjustment:**

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charges, Curtailable Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

**Power Factor:**

Bills computed under the above rate per month charges will be increased 25¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 25¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106

(Continued on Page No. 3)

**RATE SCHEDULE CST-2  
CURTAILABLE GENERAL SERVICE  
OPTIONAL TIME OF USE RATE  
(Continued from Page No. 2)**

**Additional Charges: (Continued)**

Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

**Term of Service:**

For customers electing to take service hereunder in lieu of the otherwise applicable Rate Schedule CS-2, the term of service requirements under this optional rate schedule shall be the same as that required under Rate Schedule CS-2 provided, however, at a given location the customer shall have the right during the initial term of service to transfer to the otherwise applicable Rate Schedule CS-2 at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.

**Special Provisions:**

1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
2. Under the provisions of this rate, the Company will require a contract with the customer upon the Company's filed standard contract Form No. 2. An initial Non-Curtailable Demand shall be specified in the contract and shall be based on specifications for power requirements supplied to the Company. (Note: the initial contract Non-Curtailable Demand cannot be set any greater than 75% of the customer's average monthly billing demand in accordance with the Applicable Clause of Rate Schedule CS-2). The contract Non-Curtailable Demand shall be re-established under the following conditions:
  - (a) If a change in the customer's power requirements occurs, the Company and the customer shall establish a new contract Non-Curtailable Demand.
  - (b) If the customer establishes a demand higher than the contract Non-Curtailable demand during any period of requested curtailment in the billing period, such higher demand shall become the contract Non-Curtailable Demand effective with the next billing period. In addition, Special Provision No. 5 is applicable.
  - (c) If the customer establishes a demand lower than the contract Non-Curtailable Demand during all periods of requested curtailment in the billing period, such lower demand upon request by the customer shall become the contract Non-Curtailable Demand effective with the next billing period.

(Continued on Page No. 4)

ISSUED BY: Mark A. Myers, Vice President, Finance

EFFECTIVE: October 1, 2003

**RATE SCHEDULE CST-2  
CURTAILABLE GENERAL SERVICE  
OPTIONAL TIME OF USE RATE  
(Continued from Page No. 3)****Special Provisions: (Continued)**

- (d) If the customer's contract Non-Curtailable Demand exceeds 75% of the customer's average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection of twelve (12) months), the contract Non-Curtailable Demand shall be set equal to 75% of the customer's average monthly billing demand effective with the current billing period. A re-establishment of the customer's contract Non-Curtailable Demand under this condition shall supersede any other establishment.
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of his power requirements to no more than his contract Non-Curtailable Demand upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
4. A customer will be deemed to have complied with his curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment does not exceed his contract Non-Curtailable Demand.
5. If the maximum 30-minute kW demand established during a requested curtailment in the billing period exceeds the customer's contract Non-Curtailable Demand, the customer will be billed the following additional charge for all billing periods from the most recent prior billing period of requested curtailment through the current billing period, not to exceed a total of twelve (12) billing periods:
  - 1.25 times the difference in Demand and Energy Charges which would result under Rate Schedule GSDDT-1 and those Demand and Energy Charges calculated under this rate schedule plus the difference between ECCR, CCR and ECRC of this rate schedule and GSDDT-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.
6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with curtailable loads used during these periods will be subject to additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods to no more than their established Non-Curtailable Demand pursuant to the third paragraph of these provisions.

In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CS-3, CST-3 SS-2, and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to no more than the customer's Non-Curtailable Demand will be required for the remainder of such period.

In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and does not exceed his Non-Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of any additional cost of such purchased energy.
7. If the customer increases their power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.
8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install, and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% per month times the installed cost of such additional equipment.
9. Customers taking service under this curtailable rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
10. With the exception of those customers transferred to be under this rate schedule on January 1, 2010, service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use at a public shelter during periods of emergency or natural disaster. Where a public shelter has been previously designated on the facilities of a herein described transferred customer, the Company shall not curtail service to the Customer during such periods; provided, however, that the Company receives notice of the facilities' use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.



**RATE SCHEDULE CST-3  
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND  
OPTIONAL TIME OF USE RATE**

**Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To any customer otherwise eligible for service under Rate Schedule CS-3, provided that all of the electric load requirements on the customer's premises are metered through one point of delivery.

**Character of Service:**

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

**Limitation of Service:**

Standby or resale service is not permitted hereunder. Service under this rate schedule is subject to curtailment during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments, or b) supply emergency interchange service to another utility for its firm load obligations only. Service under this rate schedule is not subject to curtailment for economic reasons. The Company will not make off-system purchases during such curtailment periods to maintain service hereunder except as set forth in Special Provision No. 6 below.

Service under this rate is subject to the "General Rules and Regulations Governing Electric Service" contained in Section IV of the Company's currently effective and filed retail tariff.

**Rate Per Month:**
**Customer Charge:**

Secondary Metering Voltage:	\$ 38.18
Primary Metering Voltage:	\$ 240.75
Transmission Metering Voltage:	\$ 841.85

**Demand Charges:**

Base Demand Charge:	\$ 3.47 per kW of Base Demand
On-Peak Demand Charge:	\$ 5.31 per kW of On-Peak Demand

**Curtable Demand Credit:** \$ 2.48 per kW of Fixed Curtable Demand

**Energy Charge:**

Non-Fuel Energy Charge:	2.766¢ per On-Peak kWh 0.510¢ per Off-Peak kWh
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Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy use during On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

**Premium Distribution Service Charge:**

Where the customer receives Premium Distribution Service, the customer shall pay a monthly charge determined under Special Provision No. 8 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including, all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.23 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:**

**On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

For the calendar months of November through March, Monday through Friday*:	6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.
For the calendar months of April through October, Monday through Friday*:	12:00 Noon to 9:00 p.m.

\* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. In the event the holiday occurs on a Saturday or Sunday, the following Monday shall be excluded from the On-Peak Periods.

**Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

(Continued on Page No. 2)

**RATE SCHEDULE CST-3  
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND  
OPTIONAL TIME OF USE RATE  
(Continued from Page No. 1)**

**Determination of Billing Demand:**

The Base Demand for billing purposes shall be the maximum 30-minute kW demand established during the current billing period, but not less than 2,000 kW.

The On-Peak Demand for billing purposes shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

**Delivery Voltage Credit:**

When a customer takes service under this rate schedule at a delivery voltage above standard distribution secondary voltage, the Base Demand Charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$ 1.01 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 3.47 per kW of Billing Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

**Metering Voltage Adjustment:**

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Curtailable Demand Credit, and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

**Power Factor Adjustment:**

Bills computed under the above rate per month charges will be increased 25¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured demand, and will be decreased 25¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

**Term of Service:**

Service under this rate schedule shall be for a minimum initial term of two (2) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

**Special Provisions:**

1. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.

(Continued on Page No. 3)

**RATE SCHEDULE CST-3  
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND  
OPTIONAL TIME OF USE RATE  
(Continued from Page No. 2)**

**Special Provisions: (Continued)**

2. As a condition for service under this rate schedule, a customer is required to enter into a contract with the Company on the Company's filed standard contract Form No. 2. An initial Fixed Curtailable Demand of at least 2,000 kW shall be specified in the contract, which may be re-established under the following conditions:
  - (a) If a change in the customer's power requirements occurs, the Company and the customer may establish a new Fixed Curtailable Demand of at least 2,000 kW.
  - (b) If the customer fails to reduce load by the Fixed Curtailable Demand for the duration of any period of requested curtailment, the lowest measured load reduction achieved during such period, but not less than 2,000 kW, shall become the Fixed Curtailable Demand effective with the next billing period following the period of requested curtailment. In addition, Special Provision No. 5 is applicable.
  - (c) If the customer establishes a demand reduction larger than the Fixed Curtailable Demand for the duration of each period of requested curtailment occurring within a billing period, upon request by the customer, the lowest of the demand reductions achieved during each such period shall become the Fixed Curtailable Demand effective with the next billing period.
3. As an essential requirement for receiving the Curtailable Demand Credit provided under this rate schedule, a customer shall be strictly responsible for the curtailment of its load by at least the Fixed Curtailable Demand upon each curtailment request from the Company. Such requests will be made during those periods specified under Limitation of Service above. The Company shall also have the right to request at least one additional curtailment each calendar year irrespective of such limitations.
4. A customer will be deemed to have complied with its curtailment responsibility if the maximum 30-minute kW demand established during each period of requested curtailment is lower than the customer's maximum 30-minute kW demand established immediately prior to the requested curtailment by at least the Fixed Curtailable Demand defined in Special Provision No. 2.
5. If a customer has not complied with its curtailment responsibility during a period of requested curtailment, the customer will be billed the following additional charge for all billing periods following the previous period of requested curtailment through the billing period in which such non-compliance occurred, not to exceed a total of twelve (12) billing periods:

125% of the difference in Demand and Energy Charges which would have resulted under Rate Schedule GSDT-1 and those Demand and Energy Charges calculated under this rate schedule, plus the difference between ECCR, CCR and ECRC of this rate schedule and GSDT-1. This calculation shall be exclusive of any additional charges rendered under Special Provision No. 6 of this rate schedule.
6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy associated with curtailable loads used during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods to at least their Fixed Curtailable Demand pursuant to the third paragraph of these provisions.

In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption above the customer's Non-Curtailable Demand during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, SS-2 and SS-3 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailments to at least the customer's Fixed Curtailable Demand will be required for the remainder of such period.

In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and curtails by at least its Fixed Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of the additional cost of such energy.
7. If the customer increases its power requirements in any manner which requires the Company to install additional facilities for the specific use of the customer, a new Term of Service may be required at the Company's option.

(Continued on Page No. 4)

ISSUED BY: MARK A. MYERS, VICE PRESIDENT, FINANCE

EFFECTIVE: March 30, 2004

**RATE SCHEDULE CST-3  
CURTAILABLE GENERAL SERVICE – FIXED CURTAILABLE DEMAND  
OPTIONAL TIME OF USE RATE  
(Continued from Page No. 3)**

**Special Provisions: (Continued)**

8. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% per month times the installed cost of such additional equipment.
9. Customers taking non-firm service under this rate schedule who desire to transfer to a rate schedule providing firm service will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the notice.
10. Service under this rate is not available if all or a part of the customer's load serves a facility designated by an appropriate governmental agency for use at a public shelter during periods of emergency or natural disaster.

**RESERVED FOR FUTURE USE**

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**RATE SCHEDULE IS-2  
INTERRUPTIBLE GENERAL SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicability:**

Applicable to customers, other than residential, for light and power purposes where the billing demand is 500 kW or more, and where service may be interrupted by the Company. For customer accounts established under this rate schedule after June 3, 2003 (excluding those accounts transferred to be hereunder on January 1, 2010), service is limited to premises at which an interruption of electric service will primarily affect only the customer, its employees, agents, lessees, tenants or business guests, and will not significantly affect members of the general public, nor interfere with functions performed for the protection of public health or safety. Examples of premises at which service under this rate schedule may not be provided, unless adequate on-site backup generation is available, include, but are not limited to: retail businesses, offices, and governmental facilities open to members of the general public, stores, hotels, motels, convention centers, theme parks, schools, hospitals and health care facilities, designated public shelters, detention and correctional facilities, police and fire stations, and other similar facilities.

**Character of Service:**

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

**Limitation of Service:**

Standby or resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency Interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 4 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 268.21
Primary Metering Voltage:	\$ 470.78
Transmission Metering Voltage:	\$ 1,071.88

**Demand Charge:**

\$ 8.78 per kW of Billing Demand

**Interruptible Demand Credit:**

\$ 3.31 per kW of Load Factor Adjusted Demand

**Energy Charge:**

Non-Fuel Energy Charge: 1.092¢ per kWh

Plus the Cost Recovery Factors listed in  
Rate Schedule BA-1, *Billing Adjustments*,  
except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 5 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.23 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Determination of Billing Demand:**

The Billing Demand shall be the maximum 30-minute kW demand established during the billing period, but not less than 500 kW. The minimum billing demand of 500 kW shall not apply to those customers transferred to be hereunder on January 1, 2010.

**Determination of Load Factor Adjusted Demand:**

The Load Factor Adjusted Demand shall be the product of the maximum 30-minute kW demand established during the current billing period and the customer's billing load factor (ratio of billing kWh to maximum 30-minute kW demand times the number of hours in the billing period).

**Delivery Voltage Credit:**

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Demand charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$ 1.01 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 3.47 per kW of Billing Demand

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 2010



**RATE SCHEDULE IS-2  
INTERRUPTIBLE GENERAL SERVICE**  
(Continued from Page No. 1)**Metering Voltage Adjustment:**

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charge, Interruptible Demand Credit, and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

**Power Factor:**

Bills computed under the above rate per month charges will be increased 25¢ for each KVAR by which the reactive demand exceeds, numerically, .62 times the measured kW demand, and will be decreased 25¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

**Term of Service:**

Service under this rate schedule shall be for a minimum initial term of five (5) years from the commencement of service, and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination.

**Special Provisions:**

1. When the customer increases the electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
2. Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required equipment (metering, under-frequency relay, etc.) will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation. Before commencement of service under this rate, the Company shall exercise an interruption for purposes of testing its equipment. The Company shall also have the right to exercise at least one additional interruption each calendar year irrespective of capacity availability or operating conditions. The Company will give the customer notice of the test.
3. The Company may, under the provisions of this rate, at its option, require a special contract with the customer upon the Company's filed contract form.
4. The Company will attempt to minimize interruption hereunder by purchasing power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. When the Company is successful in making such purchases, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IST-2, CS-2, CST-2, CS-3, CST-3, SS-2 and SS-3 during the corresponding calendar month.

(Continued on Page No. 3)

**RATE SCHEDULE IS-2  
INTERRUPTIBLE GENERAL SERVICE**  
(Continued from Page No. 2)**Special Provisions: (Continued)**

In the event a customer elects to interrupt irrespective of the availability of additional energy purchased by the Company during the period for which interruption would have otherwise occurred, the customer will incur no responsibility for the payment of any additional cost of such energy.

5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
7. With the exception of those customers transferred to be under this rate schedule on January 1, 2010, service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster. Where a public shelter has been previously designated on the facilities of a herein described transferred customer, the Company shall not interrupt service to the Customer during such periods; provided, however, that the Company receives notice of the facilities' use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.
8. Service under this rate schedule is not available at any location for which the Company deems is not feasible to have its interruptible equipment installed under its standard engineering design and practices. Infeasible installations include those requiring excessive equipment or installation costs, having physical limitations or obstacles, or affecting the reliability of service to others.

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**RATE SCHEDULE IST-2  
INTERRUPTIBLE GENERAL SERVICE  
OPTIONAL TIME OF USE RATE****Availability:**

Available throughout the entire territory served by the Company.

**Applicability:**

At the option of the customer, applicable to customers otherwise eligible for service under Rate Schedule IS-2, where the billing demand is 500 kW or more, provided that the total electric requirements at each point of delivery are measured through one meter. For customer accounts established under this rate schedule after June 3, 2003 (excluding those accounts transferred to be hereunder on January 1, 2010), service is limited to premises at which an interruption of electric service will primarily affect only the customer, its employees, agents, lessees, tenants, or business guests, and will not significantly affect members of the general public, nor interfere with functions performed for the protection of public health or safety. Examples of premises at which service under this rate schedule may not be provided, unless adequate on-site backup generation is available, include, but are not limited to: retail businesses, offices, and governmental facilities open to members of the general public, stores, hotels, motels, convention centers, theme parks, schools, hospitals and health care facilities, designated public shelters, detention and correctional facilities, police and fire stations, and other similar facilities.

**Character of Service:**

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

**Limitation of Service:**

Standby or resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments, or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 4 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:****Customer Charge:**

Secondary Metering Voltage:	\$ 268.21
Primary Metering Voltage:	\$ 470.78
Transmission Metering Voltage:	\$ 1,071.88

**Demand Charge:**

Base Demand Charge:	\$ 3.47 per kW of Base Demand
On-Peak Demand Charge:	\$ 5.31 per kW of On-Peak Demand

**Interruptible Demand Credit:** \$ 3.31 per kW of Load Factor Adjusted Demand

**Energy Charge:**

Non-Fuel Energy Charge:	2.766¢ per On-Peak kWh 0.510¢ per Off-Peak kWh
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Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

The On-Peak rate shall apply to energy used during designated On-Peak Periods. The Off-Peak rate shall apply to all other energy use.

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 5 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition, the Base Demand Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.23 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:**

(a) **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- (1) For the calendar months of November through March,  
Monday through Friday\*: 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.
- (2) For the calendar months of April through October,  
Monday through Friday\*: 12:00 Noon to 9:00 p.m.

\* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 2010

**RATE SCHEDULE IST-2  
INTERRUPTIBLE GENERAL SERVICE  
OPTIONAL TIME OF USE RATE**  
(Continued from Page No. 1)

**Rating Periods: (Continued)**

- (b) **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth in (a) above.

**Determination of Billing Demands:**

The billing demands shall be the following:

- (a) The Base Demand shall be the maximum 30-minute kW demand established during the current billing period, but not less than 500 kW. The minimum billing demand of 500 kW shall not apply to those customers transferred to be hereunder on January 1, 2010.
- (b) The On-Peak Demand shall be the maximum 30-minute kW demand established during designated On-Peak Periods during the current billing period.

**Determination of Load Factor Adjusted Demand:**

The Load Factor Adjusted Demand shall be the product of the maximum 30-minute kW demand established during the current billing period and the customer's billing load factor (ratio of billing kWh to maximum 30-minute kW demand times the number of hours in the billing period).

**Delivery Voltage Credit:**

When a customer takes service under this rate at a delivery voltage above standard distribution secondary voltage, the Base Demand charge hereunder shall be subject to the following credit:

For Distribution Primary Delivery Voltage:	\$ 1.01 per kW of Billing Demand
For Transmission Delivery Voltage:	\$ 3.47 per kW of Billing Demand

Note: In no event shall the total of the Demand Charges hereunder, after application of the above credit, be an amount less than zero.

**Metering Voltage Adjustment:**

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Non-Fuel Energy Charge, Demand Charges, Interruptible Demand Credit and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

**Power Factor:**

For customers with measured demands of 1,000 kW or more for three (3) or more months out of the twelve (12) consecutive months ending with the current billing period, bills computed under the above rate per month charges will be increased 25¢ for each KVAR by which the reactive demand exceeds numerically, .62 times the measured kW demand, and will be decreased 25¢ for each KVAR by which the reactive demand is less than, numerically, .62 times the measured kW demand.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Demand Charge for the current billing period. Where special equipment to serve the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

(Continued on Page No. 3)

**RATE SCHEDULE IST-2  
INTERRUPTIBLE GENERAL SERVICE  
OPTIONAL TIME OF USE RATE  
(Continued from Page No. 2)**

**Term of Service:**

For customers electing to take service hereunder in lieu of the otherwise applicable Rate Schedule IS-2, the term of service requirements under this optional rate schedule shall be the same as that required under Rate Schedule IS-2 provided, however, at a given location the customer shall have the right during the initial term of service to transfer to the otherwise applicable Rate Schedule IS-2 at any time. It is further provided, however, that any such customer who subsequently re-elects to take service hereunder at the same location shall be required to remain on the optional rate at that location for a minimum term of twelve (12) months.

**Special Provisions:**

1. When the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
2. Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required equipment (metering, under frequency relay, etc.) will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation. Before commencement of service under this rate, the Company shall exercise an interruption for purposes of testing its equipment. The Company shall also have the right to exercise at least one additional interruption each calendar year irrespective of capacity available or operating conditions. The Company will give the customer notice of the test.
3. The Company may, under the provisions of this rate, at its option, require a special contract with the customer upon the Company's filed contract form.
4. The Company will attempt to minimize interruption hereunder by purchasing power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. When the Company is successful in making such purchases, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, CS-2, CST-2, CS-3, CST-3, SS-2, and SS-3 during the corresponding calendar month.

In the event a customer elects to interrupt irrespective of the availability of additional energy purchased by the Company during the period for which interruption would have otherwise occurred, the customer will incur no responsibility for the payment of any additional cost of such energy.

5. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
6. Customers taking service under this interruptible rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least thirty-six (36) months prior to such transfer. Such notice shall be irrevocable unless the Company and the customer shall mutually agree to void the revocation.
7. With the exception of those customers transferred to be under this rate schedule on January 1, 2010, service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster. Where a public shelter has been previously designated on the facilities of a herein described transferred customer, the Company shall not interrupt service to the Customer during such periods; provided, however, that the Company receives notice of the facilities' use as a public shelter sufficiently in advance to permit the deactivation of automatic interruption devices.
8. Service under this rate schedule is not available at any location for which the Company deems is not feasible to have its interruptible equipment installed under its standard engineering design and practices. Infeasible installations include those requiring excessive equipment or installation costs, having physical limitations or obstacles, or affecting the reliability of service to others.



**RATE SCHEDULE LS-1  
 LIGHTING SERVICE**
**Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To any customer for the sole purpose of lighting roadways or other outdoor land use areas; served from either Company or customer owned fixtures of the type available under this rate schedule. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party.

**Character of Service:**

Continuous dusk to dawn automatically controlled lighting service (i.e. photoelectric cell); alternating current, 60 cycle, single phase, at the Company's standard voltage available.

**Limitation of Service:**

Availability of certain fixture or pole types at a location may be restricted due to accessibility.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

**Rate Per Month:**
**Customer Charge:**

 Unmetered: \$ 2.81 per line of billing  
 Metered: \$ 10.01 per line of billing

**Energy and Demand Charge:**

Non-Fuel Energy Charge: 2.089¢ per kWh

 Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

**Per Unit Charges:**
**I. Fixtures:**

BILLING TYPE	DESCRIPTION	LAMP SIZE <sup>2</sup>			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY <sup>3</sup>
<b>Incandescent: <sup>1</sup></b>							
110	Roadway	1,000	105	32	\$0.94	\$3.73	\$0.67
115	Roadway	2,500	205	66	1.48	3.36	1.38
170	Post Top	2,500	205	72	18.69	3.36	1.50
<b>Mercury Vapor: <sup>1</sup></b>							
205	Open Bottom	4,000	100	44	\$2.34	\$1.65	\$0.92
210	Roadway	4,000	100	44	2.70	1.65	0.92
215	Post Top	4,000	100	44	3.18	1.65	0.92
220	Roadway	8,000	175	71	3.06	1.62	1.48
225	Open Bottom	8,000	175	71	2.29	1.62	1.48
235	Roadway	21,000	400	158	3.70	1.66	3.30
240	Roadway	62,000	1,000	386	4.85	1.63	8.06
245	Flood	21,000	400	158	4.85	1.66	3.30
250	Flood	62,000	1,000	386	5.68	1.63	8.06

(Continued on Page No. 2)

**RATE SCHEDULE LS-1  
 LIGHTING SERVICE  
 (Continued from Page No. 1)**
**I. Fixtures: (Continued)**

BILLING TYPE	DESCRIPTION	LAMP SIZE <sup>2</sup>			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY <sup>3</sup>
<b>Sodium Vapor:</b>							
301	Sandpiper HPS Deco Roadway	27,500	250	104	\$12.66	\$1.58	\$2.17
305	Open Bottom <sup>1</sup>	4,000	50	21	2.33	1.87	0.44
310	Roadway <sup>1</sup>	4,000	50	21	2.86	1.87	0.44
313	Open Bottom <sup>1</sup>	6,500	70	29	3.84	1.88	0.61
314	Hometown II	9,500	100	42	3.74	1.58	0.88
315	Post Top - Colonial/Contemp <sup>1</sup>	4,000	50	21	4.62	1.87	0.44
316	Colonial Post Top <sup>1</sup>	4,000	50	34	3.71	1.87	0.71
318	Post Top <sup>1</sup>	9,500	100	42	2.29	1.58	0.88
320	Roadway-Overhead Only	9,500	100	42	3.34	1.58	0.88
321	Deco Post Top - Monticello	9,500	100	49	11.15	1.58	1.02
322	Deco Post Top - Flagler	9,500	100	49	15.10	1.58	1.02
323	Roadway-Turtle OH Only	9,500	100	42	3.96	1.58	0.88
325	Roadway-Overhead Only	16,000	150	65	3.46	1.60	1.36
326	Deco Post Top - Sanibel	9,500	100	49	16.64	1.58	1.02
330	Roadway-Overhead Only	22,000	200	87	3.34	1.68	1.82
335	Roadway	27,500	250	104	3.81	1.58	2.17
336	Roadway-Bridge <sup>1</sup>	27,500	250	104	6.18	1.58	2.17
337	Roadway-DOT <sup>1</sup>	27,500	250	104	5.38	1.58	2.17
338	Deco Roadway-Maitland	27,500	250	104	8.82	1.58	2.17
340	Roadway-Overhead Only	50,000	400	169	4.61	1.61	3.53
341	HPS Flood-City of Sebring only <sup>1</sup>	16,000	150	65	3.72	1.60	1.36
342	Roadway-Turnpike <sup>1</sup>	50,000	400	168	8.20	1.61	3.51
343	Roadway-Turnpike <sup>1</sup>	27,500	250	108	8.36	1.58	2.26
345	Flood-Overhead Only	27,500	250	103	4.77	1.58	2.15
347	Clermont	9,500	100	49	18.92	1.58	1.02
348	Clermont	27,500	250	104	20.76	1.58	2.17
350	Flood-Overhead Only	50,000	400	170	4.76	1.61	3.55
351	Underground Roadway	9,500	100	42	5.70	1.58	0.88
352	Underground Roadway	16,000	150	65	6.95	1.60	1.36
354	Underground Roadway	27,500	250	108	7.42	1.58	2.26
356	Underground Roadway	50,000	400	168	7.96	1.61	3.51
357	Underground Flood	27,500	250	108	8.58	1.58	2.26
358	Underground Flood <sup>1</sup>	50,000	400	168	8.70	1.61	3.51
359	Underground Turtle Roadway	9,500	100	42	5.58	1.58	0.88
360	Deco Roadway Rectangular <sup>1</sup>	9,500	100	47	11.48	1.58	0.98
365	Deco Roadway Rectangular	27,500	250	108	10.90	1.58	2.26
366	Deco Roadway Rectangular	50,000	400	168	11.00	1.61	3.51
370	Deco Roadway Round	27,500	250	108	14.12	1.58	2.26
375	Deco Roadway Round	50,000	400	168	14.13	1.61	3.51
380	Deco Post Top - Ocala	9,500	100	49	8.05	1.58	1.02
381	Deco Post Top <sup>1</sup>	9,500	100	49	3.71	1.58	1.02
383	Deco Post Top-Biscayne	9,500	100	49	12.99	1.58	1.02
385	Deco Post Top - Sebring	9,500	100	49	6.19	1.58	1.02
393	Deco Post Top <sup>1</sup>	4,000	50	21	7.99	1.87	0.44
394	Deco Post Top <sup>1</sup>	9,500	100	49	16.64	1.58	1.02
<b>Metal Halide:</b>							
327	Deco Post Top-MH Sanibel	12,000	175	74	\$16.85	\$2.49	\$1.55
349	Clermont Tear Drop	12,000	175	74	19.91	2.49	1.55
371	MH Deco Rectangular	38,000	400	159	13.07	2.60	3.32
372	MH Deco Circular	38,000	400	159	15.30	2.60	3.32
373	MH Deco Rectangular <sup>5</sup>	110,000	1,000	378	14.02	2.71	7.90
386	MH Flood <sup>5</sup>	110,000	1,000	378	12.07	2.71	7.90
389	MH Flood-Sportlighter <sup>5</sup>	110,000	1,000	378	11.92	2.71	7.90
390	MH Deco Cube	38,000	400	159	15.98	2.60	3.32
396	Deco PT MH Sanibel Dual <sup>5</sup>	24,000	350	148	30.91	4.98	3.09
397	MH Post Top-Biscayne	12,000	175	74	13.73	2.49	1.55
398	MH Deco Cube <sup>5</sup>	110,000	1,000	378	18.64	2.71	7.90
399	MH Flood	38,000	400	159	10.55	2.60	3.32

(Continued on Page No. 3)

**RATE SCHEDULE LS-1  
 LIGHTING SERVICE  
 (Continued from Page No. 2)**
**II. POLES**

BILLING TYPE	DESCRIPTION	CHARGE PER UNIT
404	35' Deco Concrete – Mariner	\$20.48
405	Concrete, 30/35'	4.63
406	16' Deco Conc – Single Sanibel	10.72
407	16' Decon Conc – Double Sanibel	11.56
408	26' Aluminum DOT Style Pole	42.08
409	36' Aluminum DOT Style Pole	50.22
410	Concrete, 15' <sup>1</sup>	2.12
411	16' Octagonal Conc <sup>1</sup>	2.00
412	32' Octagonal Deco Concrete	14.93
413	25' Tenon Top Concrete	10.85
415	Concrete, Curved <sup>1</sup>	4.37
420	Wood, 30/35'	1.99
425	Wood, 14' Laminated <sup>1</sup>	2.18
428	Deco Fiberglass, 35', Bronze, Reinforced <sup>1</sup>	17.51
429	Deco Fiberglass, 41', Bronze, Reinforced <sup>1</sup>	28.90
430	Fiberglass, 14', Black	2.30
431	Deco Fiberglass, 41', Bronze <sup>1</sup>	15.74
432	Deco Fiberglass, 35', Bronze, Anchor Base <sup>1</sup>	25.19
433	Deco Fiberglass, 35', Bronze <sup>1</sup>	12.46
434	Deco Fiberglass, 20', Black, Deco Base <sup>1</sup>	11.43
435	Aluminum, Type A <sup>1</sup>	6.04
436	Deco Fiberglass, 16', Black, Fluted <sup>1</sup>	17.87
437	Fiberglass, 16', Black, Fluted, Dual Mount <sup>1</sup>	20.11
438	Deco Fiberglass, 20', Black <sup>1</sup>	5.36
439	Black Fiberglass 16'	18.13
440	Aluminum, Type B <sup>1</sup>	6.72
445	Aluminum, Type C <sup>1</sup>	13.13
446	Deco Fiberglass, 30', Bronze <sup>1</sup>	10.60
447	Deco Fiberglass, 35', Silver, Anchor Base <sup>1</sup>	19.61
448	Deco Fiberglass, 41', Silver <sup>1</sup>	16.50
449	Deco Fiberglass, 16', Black, Fluted, Anchor Base <sup>1</sup>	15.90
450	Concrete, 1/2 Special	1.60
455	Steel, Type A <sup>1</sup>	3.77
460	Steel, Type B <sup>1</sup>	4.04
465	Steel, Type C <sup>1</sup>	5.65
466	16' Deco Con Vic II – Dual Mount	16.55
467	16' Deco Conc Washington – Dual	23.71
468	16' Deco Conc Colonial – Dual Mount	12.23
469	35' Tenon Top Quad Flood Mount	12.49
470	45' Tenon Top Quad Flood Mount	17.32
471	22' Deco Concrete	13.74
472	22' Deco Conc Single Sanibel	14.69
473	22' Deco Conc Double Sanibel	15.82
474	22' Deco Conc Double Mount	17.17
476	25' Tenon Top Bronze Concrete	16.07
477	30' Tenon Top Bronze Concrete	17.14
478	35' Tenon Top Bronze Concrete	18.46
479	41' Tenon Top Bronze Concrete	22.30
480	Wood, 40/45'	4.81
481	30' Tenon Top Concrete, Single Flood Mount	9.22
482	30' Tenon Top Conc, Double Flood Mount/Includes Bracket	11.26
483	46' Tenon Top Conc, Triple Flood Mount/Includes Bracket	17.23
484	46' Tenon Top Conc, Double Flood Mount/Includes Bracket	16.95
485	Concrete, 40/45'	9.34
486	Tenon Style Concrete 46' Single Flood Mount	14.03
487	35' Tenon Top Conc, Triple Flood Mount/Includes Bracket	12.40
488	35' Tenon Top Conc, Double Flood Mount/Includes Bracket	12.12
489	35' Tenon Top Concrete, Single Flood Mount	10.08
490	Special Concrete 13' <sup>1</sup>	15.94
491	30' Tenon Top Conc, Triple Flood Mount/Includes Bracket	11.55
492	16' Smooth Decorative Concrete/The Colonial	8.24
493	19' White Aluminum <sup>1</sup>	23.71
494	46' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	14.91
495	Dual Mount 20' Fiberglass <sup>1</sup>	9.93
496	30' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	11.40
497	16' Decorative Concrete w/decorative base/The Washington	19.95
498	35' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	12.25
499	16' Decorative Concrete-Vic II	11.98

(Continued on Page No. 4)

**RATE SCHEDULE LS-1  
LIGHTING SERVICE**  
(Continued from Page No. 3)

**III. Additional Facilities**
**BILLING TYPE**

	<b>Electrical Pole Receptacle <sup>4</sup></b>		
401	<b>Single</b>		\$2.75 per unit
402	<b>Double</b>		\$3.57 per unit

**Notes to Per Unit Charges:**

- (1) Restricted to existing installations.
- (2) Lumens output may vary with lamp configuration and age. Wattage ratings do not include ballast losses.
- (3) Shown for information only. Energy charges are billed by applying the foregoing energy and demand charges to the total monthly kWh.
- (4) Electric use permitted only during the period of October through January, only on poles designated by the Company. Energy charged separately.
- (5) Special applications only.

**Additional Charges:**

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**Minimum Monthly Bill:**

The minimum monthly bill shall be the sum of the Customer Charge and applicable Fixture, Maintenance and Pole Charges.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

**Terms of Service:**

Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination. Upon early termination of service under this schedule, the customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.

**Special Provisions:**

1. The customer shall execute a contract on the Company's standard filed contract form for service under this rate schedule.
2. Where the Company provides a fixture or pole type other than those listed above, the monthly charges, as applicable shall be computed as follows:
  - I. Fixture
    - (a) Fixture Charge: 1.46% of the Company's average installed cost.
    - (b) Maintenance Charge: The Company's estimated cost of maintaining fixture.
  - II. Pole
    - Pole Charge: 1.67% of installed cost.
3. The customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the customer for damage.
4. Maintenance Service for customer-owned fixtures at charges stated hereunder shall be restricted to fixtures being maintained as of November 1, 1992. For additional requests of the Company to perform maintenance of customer-owned fixtures, the Company may consider providing such service and bill the customer in accordance with the Company's policy related to "Work Performed for the Public."

(Continued on Page No. 5)

**RATE SCHEDULE LS-1  
LIGHTING SERVICE**  
(Continued from Page No. 4)**Special Provisions: (Continued)**

5. kWh consumption for Company-owned fixtures shall be estimated in lieu of installing meters. kWh estimates will be made using the following formula:

$$\text{kWh} = \frac{\text{Unit Wattage (including ballast losses)} \times 350 \text{ hours per month}}{1,000}$$

6. kWh consumption for customer-owned fixtures shall be metered. Installation of customer-owned lighting facilities shall be provided for by the customer. Any costs incurred by the Company to provide for consolidation of existing lighting facilities for the purpose of metering shall be at the customer's expense.
7. No Pole Charge shall be applicable for a fixture installed on a company-owned pole which is utilized for other general electrical distribution purposes.
8. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
9. For a fixture type restricted to existing installations and requiring major renovation or replacement, the fixture shall be replaced by an available similar fixture, with the exception of mercury vapor, of the customer's choosing and the customer shall commence being billed at its appropriate rate. Where the customer requests the continued use of the same fixture type for appearance reasons, the Company will attempt to provide such fixture and the customer shall commence being billed at a rate determined in accordance with Special Provision No. 2 for the cost of the renovated or replaced fixture.
10. The customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.
11. After December 31, 1998, all new leased lighting shall be installed on poles owned by the Company.
12. Alterations to leased lighting facilities requested by the customer after date of installation (i.e. redirect, install shields, etc.), will be billed to the customer in accordance with the Company's policy related to "Work Performed for the Public".
13. Service for street or area lighting is normally provided from existing distribution facilities. Where suitable distribution facilities do not exist, it will be the customer's responsibility to pay for necessary additional facilities. Refer to Section III, paragraph 3.01 of the Company's General Rules and Regulations Governing Electric Service to determine the Contribution in Aid of Construction owed by the customer.
14. Requests for exchanging facilities, upgrades, relocations, removals, etc are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

**RATE SCHEDULE SS-1  
FIRM STANDBY SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To any customer, other than residential, having on-site generating equipment and requesting firm standby service. A customer requesting firm standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load and (3) is operated for other than emergency and test purposes.

**Character of Service:**

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

**Limitation of Service:**

Resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Definitions:**

"Standby Electric Service" refers to backup or maintenance service or both.

"Backup Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a customer's own generation equipment during an unscheduled outage of the customer's generation.

"Maintenance Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a customer's own generation equipment during a scheduled outage of the customer's generation.

"Supplemental Service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the customer's own generation equipment.

"Otherwise Applicable Rate Schedule" refers to the rate schedule under which the customer would have received service if the customer had no self-generation.

**Determination of Standby Service Requirements:**

The customer may elect either of the following two options for determination of standby service requirements:

**Option A:**

1. The customer shall provide the Company within three (3) days of the end of the billing period the following information for each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation:
  - (a) Amount of load in kW ordinarily supplied by customer's generation.
  - (b) Amount of load reduction in kW, if any, as a direct result of customer's generation outage.

(Continued on Page No. 2)

**RATE SCHEDULE SS-1  
FIRM STANDBY SERVICE  
(Continued from Page No. 1)****Determination of Standby Service Requirements: (Continued)****Option A: (Continued)**

2. For each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation, the standby power amount shall be determined in accordance with the following formula:

Standby power in kW =

Amount of load in kW ordinarily supplied by customer's generation,

Minus customer's generation output in kW,

Minus amount of load reduction in kW as a direct result of customer's generation outage.

Note: In no event shall standby power amount be less than zero.

3. For each 30-minute time interval of non-outages of the customer's generation, the standby power is zero amount.

**Option B:**

1. A determination of the customer's standby power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Standby power in kW =

Specified Maximum Self-Service Generating Capability in kW,

Less a Specified Amount of Load Reduction in kW, if any, that directly results from an outage of the customer's generation,

Minus customer's generation output in kW.

Note: In no event shall standby power amount be less than zero, nor shall standby power amount exceed the total amount of company-supplied power.

2. Initially, the customer and the Company shall mutually agree upon the customer's Specified Maximum Self-Service Generating Capability. Whenever the Specified Maximum Self-Service Generating Capability is exceeded by a higher amount of actual self-service generation, such greater amount becomes the new specified amount. The customer and the Company shall also mutually agree upon a Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation. Where a bona fide change in the customer's generation facilities occurs, the Company and the customer shall agree upon a new Specified Maximum Self-Service Generating Capability and a new Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation.

**Determination of Supplemental Service Requirements:**

A determination of the customer's supplemental power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Supplemental Power in kW =

Total Company-Supplied Power in kW,

Minus Standby Power in kW.

(Continued on Page No. 3)

**RATE SCHEDULE SS-1  
 FIRM STANDBY SERVICE  
 (Continued from Page No. 2)**

**Determination of Specified Standby Capacity:**

1. Initially, the customer and the Company shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Company. This shall be termed for billing purposes as the "Specified Standby Capacity".
2. Where a bona fide change in the customer's standby capacity requirement occurs, the Company and the customer shall establish a new Specified Standby Capacity.
3. The Specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 30-minute kW standby power requirement established in the current billing month, or (3) the maximum 30-minute kW standby power requirement established in any of the twenty-three (23) preceding billing months.

**Rate Per Month:**
**1. Customer Charge:**

Secondary Metering Voltage:	\$ 63.18
Primary Metering Voltage:	\$ 265.75
Transmission Metering Voltage:	\$ 866.85

Note: Where the Customer has paid the costs of metering equipment pursuant to a Cogeneration Agreement, the Customer Charge shall be \$74.42.

**2. Supplemental Service Charges:**

All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.

**3. Standby Service Charges:**
**A. Distribution Capacity:**

\$3.21 per kW times the Specified Standby Capacity.

Note: No charge is applicable to a customer who has provided all the facilities for interconnection to the Company's transmission system.

**B. Generation & Transmission Capacity:**

The charge shall be the greater of:

1. \$1.160 per kW times the Specified Standby Capacity or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-Peak Periods times \$0.552/kW times the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
March, April, May, October	0.80
June, September, November, December	1.00
January, February, July, August	1.20

**C. Energy Charges**

Non-Fuel Energy Charge: 0.510¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

(Continued on Page No. 4)



**RATE SCHEDULE SS-1  
FIRM STANDBY SERVICE**  
(Continued from Page No. 3)

Rate Per Month: (Continued)

**3. Standby Service Charges: (Continued)****D. Delivery Voltage Credit:**

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by \$0.96 per kW.

**E. Metering Voltage Adjustment:**

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Distribution Capacity Charge, Generation & Transmission Capacity Charge, Non-Fuel Energy Charge, and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

**F. Fuel Cost Recovery Factor:**

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

**G. Gross Receipts Tax Factor:** See Sheet No. 6.106

**H. Right-of-Way Utilization Fee:** See Sheet No. 6.106

**I. Municipal Tax:** See Sheet No. 6.106

**J. Sales Tax:** See Sheet No. 6.106

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 3 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.13 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:**

1. **On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

A. For the calendar months of November through March,  
Monday through Friday\*: 6:00 a.m. to 10:00 a.m. and  
6:00 p.m. to 10:00 p.m.

B. For the calendar months of April through October,  
Monday through Friday\*: 12:00 Noon to 9:00 p.m.

\* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

2. **Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

(Continued on Page No. 5)

**RATE SCHEDULE SS-1  
FIRM STANDBY SERVICE  
(Continued from Page No. 4)****Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

**Term of Service:**

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

**Special Provisions:**

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. Customers taking service under this rate schedule who desire to transfer to firm full requirements service will be required to give the Company written notice at least sixty (60) months prior to such transfer.
3. The Company will furnish service under this rate schedule at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
4. The customer shall allow the Company to install time recording metering on the electrical output of all customer-owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.
5. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.
6. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.
7. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all Company-supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.
8. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.
9. For an amount of load reduction directly resulting from an outage of the customer's generation to be recognized in the determination of standby service requirements, the customer must satisfactorily demonstrate this capability initially and be subject to periodic verification upon request by the Company.
10. If the actual maximum 30-minute standby power supplied by the Company exceeds the prior billing month's Specified Standby Capacity, the customer shall be billed on the excess amount for previous billings rendered up to twelve (12) months under the rate schedule for (1) distribution capacity and (2) generation and transmission capacity, at a rate of 125% of the corresponding standby service charges.
11. When an outage of the customer's generating system is caused by an electrical isolation of the customer due to conditions originating on the Company's system, no standby capacity requirement shall be recognized for billing purposes for the standby power utilized during customer generation restart for a period not exceeding eight (8) hours from time of Company electrical restoration.

**ISSUED BY: Mark A. Myers, Vice President, Finance****EFFECTIVE: October 1, 2003**

**RATE SCHEDULE SS-2  
INTERRUPTIBLE STANDBY SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To any customer, other than residential, having on-site generating equipment and requesting interruptible standby service. A customer requesting interruptible standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load and (3) is operated for other than emergency and test purposes.

**Character of Service:**

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

**Limitation of Service:**

Resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 3 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Definitions:**

"Standby Electric Service" refers to backup or maintenance service or both.

"Backup Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a customer's own generation equipment during an unscheduled outage of the customer's generation.

"Maintenance Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a customer's own generation equipment during a scheduled outage of the customer's generation.

"Supplemental Service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the customer's own generation equipment.

"Otherwise applicable rate schedule" refers to the rate schedule under which the customer would have received service if the customer had no self-generation.

**Determination of Standby Service Requirements:**

The customer may elect either of the following two options for determination of standby service requirements:

**Option A:**

1. The customer shall provide the Company within three (3) days of the end of the billing period the following information for each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation:
  - (a) Amount of load in kW ordinarily supplied by customer's generation.
  - (b) Amount of load reduction in kW, if any, as a direct result of customer's generation outage.

(Continued on Page No. 2)

**RATE SCHEDULE SS-2  
INTERRUPTIBLE STANDBY SERVICE  
(Continued from Page No. 1)****Determination of Standby Service Requirements: (Continued)****Option A: (Continued)**

2. For each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation, the standby power amount shall be determined in accordance with the following formula:

Standby power in kW =

Amount of load in kW ordinarily supplied by customer's generation,

Minus customer's generation output in kW,

Minus amount of load reduction in kW as a direct result of customer's generation outage.

Note: In no event shall standby power amount be less than zero.

3. For each 30-minute time interval of non-outages of the customer's generation, the standby power is zero amount.

**Option B:**

1. A determination of the customer's standby power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Standby power in kW =

Specified Maximum Self-Service Generating Capability in kW,

Less a Specified Amount of Load Reduction in kW, if any, that directly results from an outage of the customer's generation,

Minus customer's generation output in kW.

Note: In no event shall standby power amount be less than zero, nor shall standby power amount exceed the total amount of company-supplied power.

2. Initially, the customer and the Company shall mutually agree upon the customer's Specified Maximum Self-Service Generating Capability. Whenever the Specified Maximum Self-Service Generating Capability is exceeded by a higher amount of actual self-service generation, such greater amount becomes the new specified amount. The customer and the Company shall also mutually agree upon a Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation. Where a bona fide change in the customer's generation facilities occurs, the Company and the customer shall agree upon a new Specified Maximum Self-Service Generating Capability and a new Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation.

**Determination of Supplemental Service Requirements:**

A determination of the customer's supplemental power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Supplemental Power in kW =

Total Company-Supplied Power in kW,

Minus Standby Power in kW.

(Continued on Page No. 3)

**RATE SCHEDULE SS-2  
 INTERRUPTIBLE STANDBY SERVICE  
 (Continued from Page No. 2)**

**Determination of Specified Standby Capacity:**

1. Initially, the customer and the Company shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Company. This shall be termed for billing purposes as the "Specified Standby Capacity".
2. Where a bona fide change in the customer's standby capacity requirement occurs, the Company and the customer shall establish a new Specified Standby Capacity.
3. The Specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 30-minute kW standby power requirement established in the current billing month, or (3) the maximum 30-minute kW standby power requirement established in any of the twenty-three (23) preceding billing months.

**Rate Per Month:**
**1. Customer Charge:**

Secondary Metering Voltage:	\$ 293.21
Primary Metering Voltage:	\$ 495.78
Transmission Metering Voltage:	\$ 1,096.88

Note: Where the customer has paid the costs of metering equipment pursuant to a Cogeneration Agreement, the Customer Charge shall be \$260.45.

**2. Supplemental Service Charges:**

All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.

**3. Standby Service Charges:**
**A. Distribution Capacity:**

\$3.21 per kW times the Specified Standby Capacity.

Note: No charge is applicable to a Customer who has provided all the facilities for interconnection to the Company's transmission system.

**B. Generation & Transmission Capacity:**

The charge shall be the greater of:

1. \$1.160 per kW times the Specified Standby Capacity or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-Peak Periods times \$0.552 kW times the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
March, April, May, October	0.80
June, September, November, December	1.00
January, February, July, August	1.20

**C. Interruptible Capacity Credit:**

The credit shall be the greater of:

1. \$0.331 per kW times the Specified Standby Capacity, or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-peak periods times \$0.158/kW times the appropriate Billing Month Factor shown in part 3.B. above.

**D. Energy Charges:**

Non-Fuel Energy Charge: 0.510¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**E. Delivery Voltage Credit:**

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by \$0.96 per kW.

(Continued on Page No. 4)

**RATE SCHEDULE SS-2  
INTERRUPTIBLE STANDBY SERVICE**  
(Continued from Page No. 3)**Rate Per Month: (Continued)****3. Standby Service Charges: (Continued)****F. Metering Voltage Adjustment:**

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Distribution Capacity Charge, Generation & Transmission Capacity Charge, Interruptible Capacity Credit, Non-Fuel Energy Charge and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

**G. Fuel Cost Recovery Factor:**

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

**H. Gross Receipts Tax Factor:**

See Sheet No. 6.106

**I. Right-of-Way Utilization Fee:**

See Sheet No. 6.106

**J. Municipal Tax:**

See Sheet No. 6.106

**K. Sales Tax:**

See Sheet No. 6.106

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 4 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.13 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:****1. On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- A. For the calendar months of November through March,  
Monday through Friday\*: 6:00 a.m. to 10:00 a.m. and  
6:00 p.m. to 10:00 p.m.
- B. For the calendar months of April through October,  
Monday through Friday\*: 12:00 Noon to 9:00 p.m.

\* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

**2. Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at company-designated locations.

**Term of Service:**

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

**Special Provisions:**

- When the customer increases the electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required under this rate at the option of the Company.
- Customers taking service under another Company rate schedule who elect to transfer to this rate will be accepted by the Company on a first-come, first-served basis. Required interruptible equipment will be installed accordingly, subject to availability. Service under this rate schedule shall commence with the first full billing period following the date of equipment installation.

(Continued on Page No. 5)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 2010

**RATE SCHEDULE SS-2  
INTERRUPTIBLE STANDBY SERVICE  
(Continued from Page No. 4)****Special Provisions: (Continued)**

3. To minimize the frequency and duration of interruptions hereunder, the Company will attempt to purchase power and energy from other sources during periods of normal interruption. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. When the Company is successful in making such purchases, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3 and SS-3 during the corresponding calendar month.

In the event a customer elects to interrupt irrespective of the availability of additional energy purchased by the Company during the period for which interruption would have otherwise occurred, the customer will incur no responsibility for the payment of any additional cost of such energy.

4. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the customer shall be furnished and maintained by the customer. The customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install, and maintain such additional equipment, charging the customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
5. Customers taking service under this rate schedule who desire to transfer to a non-interruptible rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives a waiver from the Florida Public Service Commission.
6. The customer shall allow the Company to install time recording metering on the electrical output of all customer-owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance, and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.
7. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.
8. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.
9. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all Company-supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.
10. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.
11. For an amount of load reduction directly resulting from an outage of the customer's generation to be recognized in the determination of standby service requirements, the customer must satisfactorily demonstrate this capability initially and be subject to periodic verification upon request by the Company.
12. If the actual maximum 30-minute standby power supplied by the Company exceeds the prior billing month's Specified Standby Capacity, the customer shall be billed on the excess amount for previous billings rendered up to twelve (12) months under the rate schedule for (1) distribution capacity and (2) generation and transmission capacity, at a rate of 125% of the corresponding standby service charges.

**RATE SCHEDULE SS-3  
CURTAILABLE STANDBY SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To any customer, other than residential, having on-site generating equipment and requesting interruptible standby service. A customer requesting interruptible standby service is required to take service under this rate schedule if his total generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of his total electrical load and (3) is operated for other than emergency and test purposes.

**Character of Service:**

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

**Limitation of Service:**

Resale service not permitted hereunder. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption during any time period that electric power and energy delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency interchange service to another utility for its firm load obligations only. The Company will not make off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Special Provision No. 3 of this rate schedule.

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Definitions:**

"Standby Electric Service" refers to backup or maintenance service or both.

"Backup Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a customer's own generation equipment during an unscheduled outage of the customer's generation.

"Maintenance Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a customer's own generation equipment during a scheduled outage of the customer's generation.

"Supplemental Service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the customer's own generation equipment.

"Otherwise applicable rate schedule" refers to the rate schedule under which the customer would have received service if the customer had no self-generation.

**Determination of Standby Service Requirements:**

The customer may elect either of the following two options for determination of standby service requirements:

**Option A:**

1. The customer shall provide the Company within three (3) days of the end of the billing period the following information for each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation:
  - (a) Amount of load in kW ordinarily supplied by customer's generation.
  - (b) Amount of load reduction in kW, if any, as a direct result of customer's generation outage.

(Continued on Page No. 2)



**RATE SCHEDULE SS-3  
CURTAILABLE STANDBY SERVICE**  
(Continued from Page No. 1)**Determination of Standby Service Requirements: (Continued)****Option A: (Continued)**

2. For each 30-minute time interval of occurrence of an unscheduled or scheduled outage of the customer's generation, the standby power amount shall be determined in accordance with the following formula:

Standby power in kW =

Amount of load in kW ordinarily supplied by customer's generation,

Minus customer's generation output in kW,

Minus amount of load reduction in kW as a direct result of customer's generation outage.

Note: In no event shall standby power amount be less than zero.

3. For each 30-minute time interval of non-outages of the customer's generation, the standby power is zero amount.

**Option B:**

1. A determination of the customer's standby power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Standby power in kW =

Specified Maximum Self-Service Generating Capability in kW,

Less a Specified Amount of Load Reduction in kW, if any, that directly results from an outage of the customer's generation,

Minus customer's generation output in kW.

Note: In no event shall standby power amount be less than zero, nor shall standby power amount exceed the total amount of company-supplied power.

2. Initially, the customer and the Company shall mutually agree upon the customer's Specified Maximum Self-Service Generating Capability. Whenever the Specified Maximum Self-Service Generating Capability is exceeded by a higher amount of actual self-service generation, such greater amount becomes the new specified amount. The customer and the Company shall also mutually agree upon a Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation. Where a bona fide change in the customer's generation facilities occurs, the Company and the customer shall agree upon a new Specified Maximum Self-Service Generating Capability and a new Specified Amount of Load Reduction, if any, that would be a direct result of an outage of customer's generation.

**Determination of Supplemental Service Requirements:**

A determination of the customer's supplemental power use shall be made for each 30-minute time interval of the billing period in accordance with the following formula:

Supplemental Power in kW =

Total Company-Supplied Power in kW,

Minus Standby Power in kW.

(Continued on Page No. 3)

**RATE SCHEDULE SS-3  
 CURTAILABLE STANDBY SERVICE  
 (Continued from Page No. 2)**

**Determination of Specified Standby Capacity:**

1. Initially, the customer and the Company shall mutually agree upon a maximum amount of standby capacity in kW to be supplied by the Company. This shall be termed for billing purposes as the "Specified Standby Capacity".
2. Where a bona fide change in the customer's standby capacity requirement occurs, the Company and the customer shall establish a new Specified Standby Capacity.
3. The Specified Standby Capacity for the current billing period shall be the greater of: (1) the mutually agreed upon Specified Standby Capacity, (2) the maximum 30-minute kW standby power requirement established in the current billing month or (3) the maximum 30-minute kW standby power requirement established in any of the twenty-three (23) preceding billing months.

**Rate Per Month:**
**1. Customer Charge:**

Secondary Metering Voltage:	\$ 63.18
Primary Metering Voltage:	\$ 265.75
Transmission Metering Voltage:	\$ 866.85

Note: Where the customer has paid the costs of metering equipment pursuant to a Cogeneration Agreement, the Customer Charge shall be \$74.42.

**2. Supplemental Service Charges:**

All supplemental power requirements shall be billed in accordance with the demand and energy charges of the otherwise applicable rate schedule.

**3. Standby Service Charges:**
**A. Distribution Capacity:**

\$3.21 per kW times the Specified Standby Capacity.

Note: No charge is applicable to a customer who has provided all the facilities for interconnection to the Company's transmission system.

**B. Generation & Transmission Capacity:**

The charge shall be the greater of:

1. \$1.160 per kW times the Specified Standby Capacity or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-Peak Periods times \$0.552/kW times the appropriate following monthly factor:

<u>Billing Month</u>	<u>Factor</u>
March, April, May, October	0.80
June, September, November, December	1.00
January, February, July, August	1.20

**C. Curtailable Capacity Credit:**

The credit shall be the greater of:

1. \$0.248 per kW times the Specified Standby Capacity, or
2. The sum of the daily maximum 30-minute kW demand of actual standby use occurring during On-peak periods times \$0.118/kW times the appropriate Billing Month Factor shown in part 3.B. above.

**D. Energy Charges:**

Non-Fuel Energy Charge: 0.510¢ per kWh

Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor:

See Sheet No. 6.105 and 6.106

**E. Delivery Voltage Credit:**

When a customer takes service under this rate at a distribution primary delivery voltage, the Distribution Capacity Charge hereunder will be reduced by \$0.96 per kW.

(Continued on Page No. 4)

**RATE SCHEDULE SS-3  
CURTAILABLE STANDBY SERVICE  
(Continued from Page No. 3)**

Rate Per Month: (Continued)

**3. Standby Service Charges: (Continued)****F. Metering Voltage Adjustment:**

Metering voltage will be at the option of the Company. When the Company meters at a voltage above distribution secondary, the appropriate following reduction factor shall apply to the Distribution Capacity Charge, Generation & Transmission Capacity Charge, Interruptible Capacity Credit, Non-Fuel Energy Charge and Delivery Voltage Credit hereunder:

<u>Metering Voltage</u>	<u>Reduction Factor</u>
Distribution Primary	1.0%
Transmission	2.0%

**G. Fuel Cost Recovery Factor:**

Time of Use Fuel Charges of applicable metering voltage provided on Tariff Sheet No. 6.105.

**H. Gross Receipts Tax Factor:**

See Sheet No. 6.106

**I. Right-of-Way Utilization Fee:**

See Sheet No. 6.106

**J. Municipal Tax:**

See Sheet No. 6.106

**K. Sales Tax:**

See Sheet No. 6.106

**Premium Distribution Service Charge:**

Where Premium Distribution Service has been established after 12/15/98 in accordance with Subpart 2.05, General Rules and Regulations Governing Electric Service, the customer shall pay a monthly charge determined under Special Provision No. 4 of this rate schedule for the costs of all additional equipment, or the customer's allocated share thereof, installed to accomplish automatic delivery transfer including all line costs necessary to connect to an alternate distribution circuit.

In addition the Distribution Capacity Charge included in the Rate per Month section of this rate schedule shall be increased by \$1.13 per kW for the cost of reserving capacity in the alternate distribution circuit.

**Rating Periods:****1. On-Peak Periods** - The designated On-Peak Periods expressed in terms of prevailing clock time shall be as follows:

- A. For the calendar months of November through March,  
Monday through Friday\*: 6:00 a.m. to 10:00 a.m. and  
6:00 p.m. to 10:00 p.m.
- B. For the calendar months of April through October,  
Monday through Friday\*: 12:00 Noon to 9:00 p.m.

\* The following general holidays shall be excluded from the On-Peak Periods: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the On-Peak Periods.

**2. Off-Peak Periods** - The designated Off-Peak Periods shall be all periods other than the designated On-Peak Periods set forth above.**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge and the Capacity Charges for Standby Service. Where Special Equipment to service the customer is required, the Company may require a specified minimum charge.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

**Term of Service:**

Service under this rate schedule shall be under the same terms as that specified in the otherwise applicable rate schedule.

(Continued on Page No. 5)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning - Florida

EFFECTIVE: January 1, 2010

**RATE SCHEDULE SS-3  
CURTAILABLE STANDBY SERVICE  
(Continued from Page No. 4)****Special Provisions:**

1. The Company may, under the provisions of this rate, require a contract with the customer upon the Company's filed contract form. Whenever the customer increases his electrical load, which increase requires the Company to increase facilities installed for the specific use of the customer, a new Term of Service may be required.
2. The Company will furnish service under this rate at a single voltage. Any equipment to supply additional voltages or any additional facilities for the use of the customer shall be furnished and maintained by the customer. At its option, the Company may furnish, install and maintain such additional equipment upon request of the customer, in which event an additional monthly charge will be made at the rate of 1.67% per month times the installed cost of such additional equipment.
3. As an essential requirement for receiving curtailable service provided under this rate schedule, the customer shall be strictly responsible for the full curtailment of his standby power requirements upon each request of the Company. Such requests will normally be made during periods of capacity shortages on the Company's system; however, other operating contingencies may result in such requests at other times. The Company shall also have the right to request one additional curtailment each calendar year irrespective of capacity availability or operating conditions.
4. As used in this rate schedule, the term "period of requested curtailment" shall mean a period for which the Company has requested curtailment and for which energy purchased from sources outside the Company's system, pursuant to Special Provision No. 6, is not available. If such energy can be purchased, the terms of Special Provision No. 6 will apply and a period of requested curtailment will not be deemed to exist while such energy remains available.
5. In the event a customer electing curtailable service has not complied with his curtailment responsibility for any period of requested curtailment during the current billing period, the customer will additionally be billed 125% of the difference in standby rate charges between this rate schedule and that of Rate Schedule SS-1, Firm Standby Service, for each billing period from the current month to the most recent prior billing period in which curtailment was requested, not to exceed a total of twelve (12) billing periods.
6. To minimize the frequency and duration of curtailments requested under this rate schedule, the Company will attempt to purchase additional energy, if available, from sources outside the Company's system during periods for which curtailment would otherwise be requested. The Company will also attempt to notify any customer, desirous of such notice, in advance when such purchases are imminent or as soon as practical thereafter where advance notice is not feasible. Similar notification will be provided upon termination of such purchases. Any energy used hereunder during these periods will be subject to the additional charges set forth in the second paragraph of this provision. Customers may avoid these higher charges by curtailing their usage during such periods.

In the event a customer elects not to curtail, the customer will be required to pay an additional charge, in lieu of the otherwise applicable energy charges (Non-Fuel Energy Charge, Capacity Cost Recovery Factor, and Fuel Cost Recovery Factor), provided hereunder, based on the customer's proportionate share of the higher cost of such purchased energy, plus 3.0 mills per kWh, for all consumption hereunder during the period for which curtailment would have otherwise been requested. The cost of such purchased energy shall be based on the average cost of all purchased power and energy provided under this rate schedule and under similar provisions in Rate Schedules IS-1, IST-1, CS-1, CST-1, IS-2, IST-2, CS-2, CST-2, CS-3, CST-3 and SS-2 during the corresponding calendar month. If, for any reason during such period, the customer is notified that the energy purchased from outside sources is no longer available, the terms of this Special Provision will cease to apply and curtailment will be required for the remainder of such period.

In the event a customer elects to curtail irrespective of the availability of additional energy purchased by the Company and does not exceed his Non-Curtailable Demand during the period for which curtailment would have otherwise been requested, the customer will incur no responsibility for the payment of any additional cost of such energy.

(Continued on Page No. 6)

**RATE SCHEDULE SS-3  
CURTAILABLE STANDBY SERVICE  
(Continued from Page No. 5)****Special Provisions: (Continued)**

7. Customers taking service under this rate schedule who desire to transfer to a firm rate schedule will be required to give the Company written notice at least sixty (60) months prior to such transfer. Such notice shall be irrevocable unless the Company or the customer receives a waiver from the Florida Public Service Commission.
8. The customer shall allow the Company to install time recording metering on the electrical output of all customer-owned generation equipment. The permitted metering location(s) must be accessible to Company personnel for testing, inspection, maintenance, and retrieval of recording generation output data. The customer shall reimburse the Company for the installed cost of the metering and be charged 0.50% per month of the installed cost of the metering equipment for operation and maintenance of the equipment by the Company.
9. Where the Company and the customer agree that the customer's service requirements are totally standby or totally supplemental, the Company shall bill the customer accordingly and not require metering of the customer's generation output.
10. Upon commencement of service under this rate schedule, if the customer does not make an election of either Option A or Option B under the Determination of Standby Service Requirements, Option B will be applied. A customer may exercise the election of Option A one time.
11. In the event the customer electing Option A does not provide outage information to the Company within three (3) days of the end of the billing period, the Company shall render a bill based on all company-supplied power being supplemental service. If the customer provides outage information for the current billing period prior to the end of the next billing period, the Company shall issue a revised billing and assess the customer an additional Customer Charge.
12. For determination of standby service requirements under Option A, the customer should maintain accurate generation performance records available for review by the Company for verifying outage information utilized in the billing procedure. The customer shall cooperate with the Company in providing additional information the Company deems necessary to validate appropriate billing determinants. If the Company deems that insufficient outage information is being provided by the customer for appropriate determination of standby service requirements under Option A, the Company will subsequently require that this determination be performed under Option B.
13. For an amount of load reduction directly resulting from an outage of the customer's generation to be recognized in the determination of standby service requirements, the customer must satisfactorily demonstrate this capability initially and be subject to periodic verification upon request by the Company.
14. The described procedures herein for determining standby and supplemental requirements may require modification during a period of requested curtailment. In this event all power and energy requirements are considered supplemental to the extent that the total power requirement does not exceed the customer's otherwise maximum 30-minute supplemental demand for the current billing period. Any requirement exceeding this level is considered standby. If this should result in a standby requirement which exceeds the customer's self-generating capability, such excess shall be considered additional supplemental.
15. If the actual maximum 30-minute standby power supplied by the Company exceeds the prior billing month's Specified Standby Capacity, the customer shall be billed on the excess amount for previous billings rendered up to twelve (12) months under the rate schedule for (1) distribution capacity and (2) generation and transmission capacity, at a rate of 125% of the corresponding standby service charges.

**RATE SCHEDULE TS-1  
TEMPORARY SERVICE****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To customers for temporary service such as construction, fairs, displays, exhibits, and similar temporary purposes.

**Character of Service:**

Continuous service, alternating current, 60 cycle, single-phase or three phase at option of the Company, at the Company's standard voltage available.

**Limitation of Service:**

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:**

Company's applicable General Service rate schedule.

**Additional Charges:**

<b>Fuel Cost Recovery Factor:</b>	See Sheet No. 6.105
<b>Gross Receipts Tax Factor:</b>	See Sheet No. 6.106
<b>Right-of-Way Utilization Fee:</b>	See Sheet No. 6.106
<b>Municipal Tax:</b>	See Sheet No. 6.106
<b>Sales Tax:</b>	See Sheet No. 6.106

**Minimum Monthly Bill:**

As provided for in the applicable rate schedule.

**Terms of Payment:**

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

**Term of Service:**

Service under this rate shall be for a minimum initial term of thirty (30) days from the commencement of service and may be extended for thirty- (30) day periods.

**Special Provisions:**

1. Metering voltage will be at the option of the Company.
2. The Company may under the provisions of this rate, at its option, require a contract with the Customer upon the Company's filed contract form.
3. Where a temporary service extension is required and can be provided by a service drop or connection point to the Company's existing distribution system, the Customer shall pay a service charge of \$250.00 for the cost of installing and removing such temporary service extension.
4. Where line work is required, the Customer shall pay, in advance, the estimated cost of installing and removing such facilities as may be required to provide such temporary service, except the cost of any portion of the facilities which will remain as a part of the permanent service. In addition, the Customer shall deposit with the Company, in advance, a cash sum equal to the estimated charge for energy consumed provided, however, that the Company may waive advance payments if the Customer has established, in the sole judgment of the Company, satisfactory credit.

**RATE SCHEDULE RSS-1  
RESIDENTIAL SEASONAL SERVICE RIDER****Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To customers receiving residential service under Rate Schedule RS-1, RSL-1 or RSL-2 that meet the special provisions of this schedule.

**Rate Per Month:**

Other than as stated below, the otherwise applicable rate schedule for electric service will apply.

Standard Customer Charge	\$ 13.21
Seasonal Customer Charge	\$ 5.00

**Seasonal Billing Periods:**

The billing months of March through October.

**Special Provisions:**

1. To qualify for service under this rider, the customer's premise must be occupied each year during a portion of the billing months of November through February and must not be occupied at least three months during the billing months of March through October.
2. The maximum allowable consumption for a seasonal billing period is 210 kWh. However, if the seasonal billing period exceeds 30 days, the maximum allowable consumption is increased by seven (7) kWh per day.
3. If kWh usage during the seasonal billing period is less than or equal to the maximum allowable consumption for the billing period, the seasonal customer charge will apply. For non-seasonal billing months and those seasonal billing months that exceed the allowed maximum allowable consumption, the standard customer charge will apply.
4. All other provisions of the otherwise applicable rate schedule will apply to customers served under this schedule..

**PART XI****UNDERGROUND RESIDENTIAL DISTRIBUTION POLICY****11.01 Definitions:**

The following words and terms used under this policy shall have the meaning indicated:

- (1) **Applicant:** Any person, partnership, association, corporation, or governmental agency controlling or responsible for the development of a new subdivision or dwelling unit and applying for the construction of underground electric facilities.
- (2) **Building:** Any structure, within subdivision, designed for residential occupancy and containing less than five (5) individual dwelling units.
- (3) **Commission:** Florida Public Service Commission.
- (4) **Company:** Progress Energy Florida, Inc.
- (5) **Direct Burial:** A type of construction involving the placing of conductors in the ground without the benefit of conduit or ducts. Other facilities, such as transformers, may be above ground.
- (6) **Distribution System:** Electric service facilities consisting of primary and secondary conductors, service laterals, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.
- (7) **Feeder Main:** A three-phase primary installation which serves as a source for primary laterals and loops through suitable overcurrent devices.
- (8) **Mobile Home (Trailer):** A non-self propelled vehicle or conveyance, permanently equipped to travel upon the public highways, that is used either temporarily or permanently as a residence or living quarters.
- (9) **Multiple-Occupancy Building:** A structure erected and framed of component structural parts and designed to contain five (5) or more individual dwelling units.
- (10) **Point of Delivery:** The point where the Company's wires or apparatus are connected to those of the Customer.
- (11) **Primary Lateral:** That part of the electric distribution system whose function is to conduct electricity at the primary level from the feeder main to the transformers serving the secondary street mains. It usually consists of a single-phase conductor or insulated cable, together with necessary accessory equipment for supporting, terminating and disconnecting from the primary mains by a fusible element.
- (12) **Service Lateral:** The underground service conductors between the street or rear property main, including any risers at a pole or other structure or from transformers, and the first point of connection to the service entrance conductors in a terminal or meter box on the exterior building wall.
- (13) **Subdivision:** The tract of land which is divided into five (5) or more building lots or upon which five (5) or more separate dwelling units are to be located, or the land on which is to be constructed new multiple-occupancy buildings.
- (14) **Townhouse:** A one(1)-family dwelling unit of a group of three (3) or more such units separated only by firewalls. Each townhouse unit shall be constructed upon a separate lot and serviced with separate utilities and shall otherwise be independent of one another.



**11.02 GENERAL:****(1) Application:**

Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these Rules and Regulations for:

- a) Residential Subdivision and Developments (Part 11.03)
- b) New Service Laterals from Overhead Systems (Part 11.04)
- c) Replacement of Existing Overhead Service (Part 11.05)
- d) Multiple-Occupancy Residential Buildings (Part 11.06)

**(2) Early Notification and Coordination:**

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. Close coordination is necessary throughout the planning and construction stages by the Company, the architect, the builder, the subcontractors, and the consulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various sub-grade installations of the several utilities.

**(3) Changes to Plans:**

The Applicant shall pay for any additional costs incurred by the Company due to changes made by the Applicant in the subdivision or development layout or grade as originally agreed upon between the Applicant and Company.

**(4) Underground Installation Not Covered:**

Where the Applicant requests underground electric facilities for residential subdivisions not falling within the dwelling units per acre density limitation as specified in Part 11.03(2)(a) or for residential developments of less than five (5) building lots and where overhead facilities would otherwise be provided, the Applicant shall pay the Company the estimated differential cost between the underground facilities and the suitable overhead facilities as determined by using the Company's current standard estimating data.

**(5) Type of System Provided:**

The costs quoted in these Rules are for underground residential distribution facilities of standard Company design with direct-buried cable and above-grade appurtenances. Unless otherwise stated, service provided will be 120/240-volt single phase. If other types of facilities are requested by the Applicant or required by governmental authority, the Applicant will pay the additional costs, if any.

**(6) Ownership:**

The Company will install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant, under the provisions of these Rules will not convey to the Applicant any rights of ownership.

**(7) Rights of Way and Easements:**

- (a) **General Requirements:** The Company shall construct, own, operate, and maintain distribution lines within the Applicant's subdivision only along easements, public streets, roads and highways which the Company has the legal right to occupy, and on public lands and private property across which rights of way and easements satisfactory to the Company may be obtained without cost or condemnation to the Company.
- (b) **Scheduling, Clearing, and Grading:** Rights of way and easements suitable to the Company must be furnished by the Applicant in a reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstructions, staked to show property lines and final grade, and must be graded to within six (6) inches of final grade by the Applicant before the Company will commence construction, all at no charge to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer locations.

(7) **Rights of Way and Easements (Continued):**

- (c) **Public Rights of Way:** Where underground distribution facilities are located in dedicated road or street right-of-way, no easement is required.
- (d) **Recorded Public Easements:** Where underground distribution facilities are located on private property, wholly within an area covered by a recorded subdivision utility easement, namely a reservation, and recorded plat of an easement for public utility purposes, no other easement is required.
- (e) **Service Laterals:** Where underground service conductors are located on private property and portions not covered by recorded subdivision utility easement are wholly within the private property they service no easement is required.
- (f) **Other Locations:** Where underground distribution facilities are located on private property other than as described in Part 11.02(7)(a) or 11.02(7)(e), easements are required and shall be prepared as outlined in instructions prepared by the Real Estate Department.
- (g) **Blanket Easements:** Where underground primary and secondary distribution facilities for service to a mobile home park or a multiple occupancy project are located on a tract of land having one ownership and the easement area cannot be described without a detailed survey, a blanket easement covering the entire premises may be utilized at the discretion of the Division Engineer.

(8) **Damage to Company's Equipment:**

The Applicant shall be responsible to ensure that the Company's distribution system, once installed, is not damaged, destroyed, or otherwise disturbed during the construction of the project. This responsibility shall extend not only to those in his employ, but also to his subcontractors, and he shall be responsible for the full cost of repairing such damage.

(9) **Charges:**

The Company shall not be obligated to install any facilities within a subdivision until satisfactory arrangements for the payment of applicable charges, if any, have been completed.

**11.03 UNDERGROUND DISTRIBUTION FACILITIES FOR RESIDENTIAL SUBDIVISIONS AND DEVELOPMENTS.**

(1) **Availability:**

When requested by the Applicant, the Company will provide underground electric distribution facilities in accordance with its standard practices in:

- (a) recognized residential subdivisions of five or more building lots;
- (b) tracts of land upon which five or more separate dwelling units are to be located;
- (c) tracts of land upon which new multiple-occupancy buildings are to be constructed.

For building containing five or more dwelling units, see Part 11.06 of these Rules.

(3) Responsibility of Applicant (Continued):

- (c) Where the Company determines that transformers are to be located outside the building, the Applicant shall provide:
- i. The transformer enclosure or space for pad-mounted equipment, if required.
  - ii. The service entrance conductors and raceway from the Applicant's service equipment to the point of delivery designated by the Company at or near the building.

(4) Responsibility of the Company:

- (a) The Company will:
- i. Provide the Applicant with the Company's plans to supply the proposed building or complex of buildings, and specifications for the facilities to be provided by the Applicant.
  - ii. Furnish and install the primary or secondary conductors from existing or proposed facilities adjoining the property to the point of delivery.
  - iii. Furnish and install the necessary transformers and associated equipment located either outside the building or in the vault(s) within the building.
  - iv. Be solely responsible for the installation, operation, and maintenance of all of its facilities.

(5) Service Voltage:

The Company will supply service at one of the several secondary voltages available as mutually agreed upon between the Applicant and the Company.

**INDEX OF STANDARD CONTRACT AND OTHER AGREEMENT FORMS**

<b>FORM NO</b>	<b>DESCRIPTION</b>	<b>SHEET NO.</b>
Form No. 2	Contract Form No. 2 (applicable when service is provided under Company General Service Rate Schedules and special contract terms or investments in special facilities are required and furnished by the Company to provide service to the Customer).	7.020 - 7.021
IS-2 DISC	Interruptible General Service Rate Schedules IS-2 and IST-2 Risk Disclosure	7.025
CS-2 DISC	Curtailable General Service Rate Schedule CS-2, CST-2, CS-3, and CST-3 Risk Disclosure	7.027
Form No. 5	Contract, Form No. 5 (applicable when a contract is made between the Company and the Customer to cover advances by the Customer for construction).	7.030
DVLP DIST	Agreement for Electric Service Between Progress Energy Corporation (the "Utility") and _____ (the "Applicant") (applicable when a developer requests the Company to install a distribution system for a new development).	7.050
PEFI LSA	Leave Service Active Agreement (applicable to Customers who wish service to be left active on rental units, regardless if they are occupied or not).	7.070 - 7.071
3RD PRT	Request for Third Party Notification (applicable to Customers who request the Company to notify another person that their bill is overdue).	7.090
LS-1	Lighting Service Agreement.	7.110 - 7.113
PEFI TOU	Application for TOU Rate (applicable to Customers requesting time of use rates).	7.120
PEFI GSLM	Rate Schedule GSLM-1 Customer Agreement (applicable to Customers requesting General Service Load Management).	7.150
MSTR MTR	Standard Letter Agreement (applicable to master metered Customers indicating understanding of rules and regulations affecting resale of electricity).	7.160
EQP RNTL	Standard Letter Agreement (applicable to Customers who request additional facilities at their service location).	7.170
GUAR CNTR	Guarantee Contract (applicable when a third party guarantees payment for another individual's billing).	7.180
STRT LTS	Agreement to Purchase and Sell Street Lighting System and to Furnish and Receive Electric Service	7.190 - 7.192
RES DEP	Residential Deposit Release - Releases current customer's deposit to new customer who then assumes responsibility for all payments of account.	7.220 - 7.221
PWR PAY	Power Pay - Customers bill is automatically paid from their checking account.	7.230
CISR	Contract Service Arrangement for service under the Commercial/Industrial Service Rider.	7.250 - 7.253
PPS	Premier Power Service - Contract signed by the customer requesting backup service through the Premier Power Service rate schedule.	7.270 - 7.273
NMRG - Tier 1	Standard Interconnection Agreement for Tier 1 Customer Owned Renewable Generation	7.310 - 7.313
IC APP -Tier 1	Application for Interconnection for Tier 1 Customer Owned Renewable Generation	7.317-7.317
NMRG - Tier 2	Standard Interconnection Agreement for Tier 2 Customer Owned Renewable Generation	7.320 - 7.323
NMRG - Tier 3	Standard Interconnection Agreement for Tier 3 Customer Owned Renewable Generation	7.330 - 7.333
IC APP -Tier 2,3	Application for Interconnection for Tier 2 and 3 Customer Owned Renewable Generation	7.337-7.337

**RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**

**PROGRESS ENERGY FLORIDA INC.****CURTAILABLE GENERAL SERVICE - RATE SCHEDULES CS-2, CST-2, CS-3, and CST-3  
RISK DISCLOSURE**

This risk disclosure is provided in conjunction with the application for Curtailable General Service by \_\_\_\_\_ (Customer) at \_\_\_\_\_ (Service Address) under Progress Energy Florida, Inc. account number \_\_\_\_\_. The Customer acknowledges that:

1. Progress Energy Florida, Inc. (the Company) may request curtailment by the Customer of its electric service at the above Service Address during any time period that electric power and demand delivered hereunder from the Company's available generating resources is required to a) maintain service to the Company's firm power customers and firm power sales commitments or b) supply emergency Interchange service to another utility for its firm load obligations only.
2. Under the limitation of service described in No. 1 above, the Customer acknowledges that there is no limit to the number of curtailments by the Company or the duration of each curtailment, and that curtailments may occur without warning.
3. The number and duration of curtailments historically experienced by customers under the Company's Curtailable Rate Schedules may not be indicative of the number and duration of curtailments that a customer may experience in the future.
4. The Customer assumes full responsibility for any loss of product or production, business loss of any kind, equipment damage, injury to employees or others, inconvenience, or any other damages experienced as a result of the curtailment of electric service.
5. When service is commenced under this rate schedule, the Company shall exercise an curtailment of the Customer's electric service for purposes of testing its equipment. The Company also has the right, scheduled at the Company's discretion, to initiate at least one additional curtailment of the Customer's electric service each calendar year irrespective of capacity availability or operating conditions.
6. The initial term of service under the rate schedule is two (2) years from the commencement of service. If the Customer terminates electric service before the end of the two (2)-year period, the Customer is responsible for all applicable charges for the remainder of the initial term. Termination of service does not include transfer of service to a non-curtailable rate schedule.
7. The Customer may transfer to a firm rate schedule provided the Customer gives the Company at least thirty-six (36) months written notice.

I have read the applicable Curtailable General Service Rate Schedule, \_\_\_\_\_ and the contents of this disclosure provided to me by the Company. By my authorized signature below, I agree to the terms therein and hereby accept the risk of receiving curtailable service as described in this Risk Disclosure.

\_\_\_\_\_  
(signature)\_\_\_\_\_  
(print name)\_\_\_\_\_  
(title)\_\_\_\_\_  
(Business Name)\_\_\_\_\_  
(date)

**LIGHTING SERVICE AGREEMENT**

CUSTOMER NAME: \_\_\_\_\_

SERVICE LOCATION(S): \_\_\_\_\_  
(Street address, city/county, Company account number if established)

ACCOUNT NUMBER

WORK ORDER NUMBER

PEFI CONTACT

This Lighting Service Agreement ("Agreement") is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between Progress Energy Florida, Inc. (hereinafter called the Company) and \_\_\_\_\_ (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS-1, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC. To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Rate Schedule shall control.

The Customer further understands that service under this rate shall be for an initial term of **ten (10) years** and shall continue hereafter until terminated by either party upon written notice sixty (60) days prior to termination.

The Company shall install the following facilities (hereinafter called the Facilities):

Fixture Type and Number Installed:

Pole Type and Number Installed:

Additional facilities:



**Rate per Month:**

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge :	
Non-fuel Energy Charge	
Plus the Cost Recovery Factors listed in	
Rate Schedule BA-1, <i>Billing Adjustments**</i> ,	
except the Fuel Cost Recovery Factor:	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105

*\*\*Charges are normally revised on an annual basis.*

**Additional Charges:**

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

**THE CUSTOMER AGREES:**

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Agreement.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

**IT IS MUTUALLY AGREED THAT:**

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Agreement is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Replacements of the facilities provided by the Company under this Agreement requested by the Customer may only be made through the execution of a written amendment to this Agreement.

8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Agreement shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. After the initial term of service if the Customer no longer wishes to receive service under this schedule, the Customer may terminate this Agreement by giving the Company at least sixty (60) days advance written notice. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges and remaining pole and fixture lease amounts for the term of this Agreement. The Customer will be responsible for the cost of removing the facilities.
15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Agreement are to be assigned to a third party, upon the written consent provided to the Company, this Agreement may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
16. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This Agreement is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.
20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

\_\_\_\_\_  
Customer (Print or type name of Organization)

PROGRESS ENERGY FLORIDA, INC.

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_