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DOCKET NO. 160090-EI

FILED APR 18, 2016  
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FPSC - COMMISSION CLERK



April 18, 2016

Ms. Carlotta Stauffer, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

RE: Undocketed

Dear Ms. Stauffer:

Attached for official filing is a Petition of Gulf Power Company for a limited extension of its experimental Large Business Incentive Rate Rider, Medium Business Incentive Rate Rider and Small Business Incentive Rate Rider.

Sincerely,

*C. Shane Boyett for*

Robert L. McGee, Jr.  
Regulatory and Pricing Manager

md  
Attachments

cc: Beggs & Lane  
Jeffrey A. Stone

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Gulf Power Company  
for limited extension of experimental Large  
Business Incentive Rate Rider, Medium  
Business Incentive Rate Rider, and  
Small Business Incentive Rate Rider

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Docket No. \_\_\_\_\_

Date Filed: April 18, 2016

**GULF POWER COMPANY’S PETITION FOR LIMITED EXTENSION  
OF EXPERIMENTAL LARGE BUSINESS INCENTIVE RATE RIDER,  
MEDIUM BUSINESS INCENTIVE RATE RIDER  
AND SMALL BUSINESS INCENTIVE RATE RIDER**

Gulf Power Company (“Gulf Power,” “Gulf,” or “the Company”) hereby petitions the Florida Public Service Commission (the “Commission”) for a limited extension of the Company’s experimental Large Business Incentive Rate Rider, Medium Business Incentive Rate Rider, and Small Business Incentive Rate Rider (collectively, the “Riders”). In support of this petition, the Company states:

1. The name, address, telephone number and facsimile number of the Company are:

Gulf Power Company  
One Energy Place  
Pensacola, Florida 32520-0780  
(850) 444-6530  
(850) 444-6026 (fax)

2. Gulf Power is an investor-owned electric utility operating under the jurisdiction of this Commission pursuant to the provisions of Chapter 366, Florida Statutes.

3. All notices, pleadings and correspondence required to be served on the Company should be directed to:

Jeffrey A. Stone, Esq.  
Russell A. Badders, Esq.  
Steven R. Griffin, Esq.  
Beggs & Lane  
501 Commendencia Street  
Pensacola, Florida 32502  
(850) 432-2451

Robert L. McGee, Jr.  
Regulatory and Pricing Manager  
Gulf Power Company  
One Energy Place  
Pensacola, Florida 32520-0780  
(850) 444-6530  
(850) 444-6026 (fax)

4. The Commission's authority to grant the relief requested is found in sections 366.04, 366.05, 366.06, and 366.075, Florida Statutes. This petition is filed pursuant to Rules 28-106.201, 25-6.033, 25-9.005 and 25-22.036, Florida Administrative Code.

### **BACKGROUND**

5. On December 19, 2013, the Commission entered Order No. PSC-13-0670-S-EI in Docket No. 130140-EI approving a Stipulation and Settlement Agreement which resolved all outstanding issues in Gulf Power's 2013 base rate proceeding. Among the items contained in the stipulation were three new optional experimental economic development rate riders for small, medium and large businesses referred to as the Small Business Incentive Rate Rider ("SBIR"), Medium Business Incentive Rate Rider ("MBIR"), and Large Business Incentive Rate Rider ("LBIR") respectively. The Riders were introduced and approved on a pilot basis for a period of three years beginning on January 1, 2014, and ending on December 31, 2016.

6. Attached to this petition as Exhibit "A" are copies of the Company's current Commission-approved Riders (Original Sheet Nos. 6.92-6.97). Gulf Power's Riders were designed to stimulate new economic development in order to expand Northwest Florida's economic base and foster economic growth in a manner that benefits Gulf Power's general body of customers and the State of Florida as a whole. Specifically, the Riders are intended to attract new commercial and industrial customers to the Company's service area, with attendant new jobs and electric load. The addition of new load allows fixed costs to be spread over a larger

number of customers, thus benefitting all of the Company's customers through enhancing the efficient use of the Company's existing electric system. In addition to attracting new electric load, the Riders are intended to increase full-time employment in the Company's service area.

7. While electricity rates are not the sole criterion used by companies when selecting a new site location, they are an important consideration and a point of comparison among location options for companies. The eight counties served by Gulf Power in Northwest Florida routinely compete directly with Alabama and Georgia for new industry –states with highly aggressive economic development initiatives. In addition to state-sponsored initiatives, competition is also influenced by other utilities around the Southeast that have some type of economic development incentives. The Riders have served as useful tools in aiding Gulf's economic development efforts. To date, the Riders have attracted new load representing incremental electricity sales revenue of approximately \$957,123 over the four-year incentive period and added 79 full-time equivalent jobs in Gulf's service area.

8. In addition, Gulf has received commitments from one new and one expanding customer representing a total of approximately 5,300 new jobs and approximately 4.5 MW of new load. The availability of the Riders was a significant factor in these customers' decisions to take electric service from Gulf. The customers have commenced initial construction activities for their new and expanded facilities; however, due to a substantial lead time between commitment and actual completion of construction, they do not anticipate being capable of receiving permanent electric service from Gulf Power prior to expiration of the Riders on December 31, 2016.

9. Finally, the Company is in active negotiations with four potential customers who have expressed interest in relocating to and/or expanding facilities in Gulf's service area, but

have yet to make a decision in that regard. These relocations and expansions would result in the addition of approximately 25 MW of new load to Gulf's system and the addition of over 2,000 jobs to the region. However, it is also unlikely that these customers would be capable of receiving permanent electric service from the Company prior to expiration of the Riders on December 31, 2016. Although it cannot be determined with any certainty, extending the window of opportunity by one year will increase the likelihood that at least some of these potential customers will relocate to, or expand facilities within, Gulf's service area.

10. In light of the importance of continuing to foster economic development in Northwest Florida and the substantial lead time from project engagement to a customer taking electric service, Gulf Power is requesting a one-year extension of the term of the experimental Riders from December 31, 2016 to December 31, 2017. Accordingly, if this request is granted, Gulf would make a request to the Commission on or before December 31, 2017 to: (1) continue the Riders in their existing form; (2) continue the Riders with modifications based on lessons learned; or (3) discontinue the Riders in their entirety.

11. Attached to this petition as Exhibit "B" are revised tariff sheet Nos. 6.92-6.97 marked in legislative format reflecting a one-year extension of the Riders along with clean copies of the same. All other aspects of the Riders remain unchanged.

12. Gulf Power is not aware of any disputed issues of material fact relative to the matters asserted or the relief requested in this petition.

**WHEREFORE**, Gulf Power Company respectfully requests that the Commission approve a limited one-year extension of Gulf's experimental economic development incentive riders as set forth above and as reflected in the tariff sheets attached hereto as Exhibit "B."

Respectfully submitted this 18<sup>th</sup> day of April, 2016.



**JEFFREY A. STONE**

Florida Bar No.: 325953

**RUSSELL A. BADDERS**

Florida Bar No.: 007455

**STEVEN R. GRIFFIN**

Florida Bar No.: 0627569

**Beggs & Lane**

P.O. Box 12950

Pensacola, Florida 32591

(850) 432-2451

**Attorneys for Gulf Power Company**

**EXHIBIT "A"**

**Rate Rider LBIR  
Experimental Rate Rider  
Large Business Incentive Rider  
(Optional Rider)**

**AVAILABILITY:**

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

**APPLICABILITY:**

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service after the effective date of this Rider but not later than December 31, 2016 or such earlier date that the Company determines that the subscription limit of 100 MW has been reached for all New Load under this Rider together with the companion Riders, SBIR and MBIR. This Rider does not apply to provision of electric service through existing delivery points.

Rate Rider LBIR shall only be combined with Rate Schedules LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the Contract under this Rider.



(Continued from Rate Rider LBIR, Sheet No. 6.92)

**INCENTIVES:**

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 60% reduction in base demand and base energy charges
- Year 2 – 45% reduction in base demand and base energy charges
- Year 3 – 30% reduction in base demand and base energy charges
- Year 4 – 15% reduction in base demand and base energy charges
- Year 5 – 0% reduction in base demand and base energy charges

**Qualifying Loads:**

- (1) Qualifying load must be at least 1,000 kW, as determined by the Company.
- (2) The Customer must provide audit documentation by the Florida Department of Economic Opportunity proving the hiring of 25 full-time employees per 1,000 kW of qualifying load.
- (3) The Customer must demonstrate new capital investment of at least \$1,000,000.
- (4) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

**TERM:**

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider LBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original Contract for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

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

**Rate Rider MBIR  
Experimental Rate Rider  
Medium Business Incentive Rider  
(Optional Rider)**

**AVAILABILITY:**

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

**APPLICABILITY:**

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service after the effective date of this Rider but not later than December 31, 2016 or such earlier date that the Company determines that the subscription limit of 100 MW has been reached for all New Load under this Rider together with the companion Riders, SBIR and LBIR. This Rider does not apply to provision of electric service through existing delivery points.

Rate Rider MBIR shall only be combined with Rate Schedules GSD, GSDD, GSTOU, LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the Contract under this Rider.

(Continued from Rate Rider MBIR, Sheet No. 6.94)

**INCENTIVES:**

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 40% reduction in base demand and base energy charges
- Year 2 – 30% reduction in base demand and base energy charges
- Year 3 – 20% reduction in base demand and base energy charges
- Year 4 – 10% reduction in base demand and base energy charges
- Year 5 – 0% reduction in base demand and base energy charges

**Qualifying Loads:**

- (1) Qualifying load must be at least 350 kW, as determined by the Company.
- (2) The Customer must provide audit documentation by the Florida Department of Economic Opportunity proving the hiring of 25 full-time employees.
- (3) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

**TERM:**

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider MBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original Contract for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

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

**Rate Rider SBIR  
Experimental Rate Rider  
Small Business Incentive Rider  
(Optional Rider)**

**AVAILABILITY:**

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

**APPLICABILITY:**

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service after the effective date of this Rider but not later than December 31, 2016 or such earlier date that the Company determines that the subscription limit of 100 MW has been reached for all New Load under this Rider together with the companion Riders, MBIR and LBIR. This Rider does not apply to provision of electric service through existing delivery points.

Rate Rider SBIR shall only be combined with Rate Schedules GSD, GSDD, GSTOU, LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the Contract under this Rider.

(Continued from Rate Rider SBIR, Sheet No. 6.96)

**INCENTIVES:**

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 20% reduction in base demand and base energy charges
- Year 2 – 15% reduction in base demand and base energy charges
- Year 3 – 10% reduction in base demand and base energy charges
- Year 4 – 5% reduction in base demand and base energy charges
- Year 5 – 0% reduction in base demand and base energy charges

**Qualifying Loads:**

- (1) Qualifying load must be at least 200 kW, as determined by the Company.
- (2) The Customer must provide audit documentation by the Florida Department of Economic Opportunity proving the hiring of 10 full-time employees.
- (3) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

**TERM:**

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider SBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original Contract for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

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

**EXHIBIT "B"**



Section No. VI  
First Revised Sheet No. 6.92  
Canceling Original Sheet No. 6.92

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**Rate Rider LBIR  
Experimental Rate Rider  
Large Business Incentive Rider  
(Optional Rider)**

**AVAILABILITY:**

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

**APPLICABILITY:**

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service after the effective date of this Rider but not later than December 31, 2017 or such earlier date that the Company determines that the subscription limit of 100 MW has been reached for all New Load under this Rider together with the companion Riders, SBIR and MBIR. This Rider does not apply to provision of electric service through existing delivery points.

Rate Rider LBIR shall only be combined with Rate Schedules LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the Contract under this Rider.

**ISSUED BY:** S. W. Connally, Jr.

(Continued from Rate Rider LBIR, Sheet No. 6.92)

**INCENTIVES:**

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 60% reduction in base demand and base energy charges
- Year 2 – 45% reduction in base demand and base energy charges
- Year 3 – 30% reduction in base demand and base energy charges
- Year 4 – 15% reduction in base demand and base energy charges
- Year 5 – 0% reduction in base demand and base energy charges

**Qualifying Loads:**

- (1) Qualifying load must be at least 1,000 kW, as determined by the Company.
- (2) The Customer must provide audit documentation by the Florida Department of Economic Opportunity proving the hiring of 25 full-time employees per 1,000 kW of qualifying load.
- (3) The Customer must demonstrate new capital investment of at least \$1,000,000.
- (4) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

**TERM:**

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider LBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original Contract for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

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



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**Rate Rider MBIR**  
**Experimental Rate Rider**  
**Medium Business Incentive Rider**  
**(Optional Rider)**

**AVAILABILITY:**

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

**APPLICABILITY:**

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service after the effective date of this Rider but not later than December 31, 2017 or such earlier date that the Company determines that the subscription limit of 100 MW has been reached for all New Load under this Rider together with the companion Riders, SBIR and LBIR. This Rider does not apply to provision of electric service through existing delivery points.

Rate Rider MBIR shall only be combined with Rate Schedules GSD, GSDD, GSTOU, LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the Contract under this Rider.

(Continued from Rate Rider MBIR, Sheet No. 6.94)

**INCENTIVES:**

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 40% reduction in base demand and base energy charges
- Year 2 – 30% reduction in base demand and base energy charges
- Year 3 – 20% reduction in base demand and base energy charges
- Year 4 – 10% reduction in base demand and base energy charges
- Year 5 – 0% reduction in base demand and base energy charges

**Qualifying Loads:**

- (1) Qualifying load must be at least 350 kW, as determined by the Company.
- (2) The Customer must provide audit documentation by the Florida Department of Economic Opportunity proving the hiring of 25 full-time employees.
- (3) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

**TERM:**

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider MBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original Contract for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

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



Section No. VI  
First Revised Sheet No. 6.96  
Canceling Original Sheet No. 6.96

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**Rate Rider SBIR  
Experimental Rate Rider  
Small Business Incentive Rider  
(Optional Rider)**

**AVAILABILITY:**

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

**APPLICABILITY:**

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service after the effective date of this Rider but not later than December 31, 2017 or such earlier date that the Company determines that the subscription limit of 100 MW has been reached for all New Load under this Rider together with the companion Riders, MBIR and LBIR. This Rider does not apply to provision of electric service through existing delivery points.

Rate Rider SBIR shall only be combined with Rate Schedules GSD, GSDT, GSTOU, LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the Contract under this Rider.

**ISSUED BY: S. W. Connally, Jr.**

(Continued from Rate Rider SBIR, Sheet No. 6.96)

**INCENTIVES:**

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 20% reduction in base demand and base energy charges
- Year 2 – 15% reduction in base demand and base energy charges
- Year 3 – 10% reduction in base demand and base energy charges
- Year 4 – 5% reduction in base demand and base energy charges
- Year 5 – 0% reduction in base demand and base energy charges

**Qualifying Loads:**

- (1) Qualifying load must be at least 200 kW, as determined by the Company.
- (2) The Customer must provide audit documentation by the Florida Department of Economic Opportunity proving the hiring of 10 full-time employees.
- (3) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

**TERM:**

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider SBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original Contract for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

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

# **Legislative Format**



Section No. VI  
~~First Revised Original Sheet No. 6.92~~  
~~Canceling Original Sheet No. 6.92~~

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| <b>PAGE</b><br>1 of 2 | <b>EFFECTIVE DATE</b><br>January 1, 2014 |
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**Rate Rider LBIR  
Experimental Rate Rider  
Large Business Incentive Rider  
(Optional Rider)**

**AVAILABILITY:**

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

**APPLICABILITY:**

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service after the effective date of this Rider but not later than December 31, 2016~~7~~ or such earlier date that the Company determines that the subscription limit of 100 MW has been reached for all New Load under this Rider together with the companion Riders, SBIR and MBIR. This Rider does not apply to provision of electric service through existing delivery points.

Rate Rider LBIR shall only be combined with Rate Schedules LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the Contract under this Rider.

**ISSUED BY:** S. W. Connally, Jr.

(Continued from Rate Rider LBIR, Sheet No. 6.92)

**INCENTIVES:**

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 60% reduction in base demand and base energy charges
- Year 2 – 45% reduction in base demand and base energy charges
- Year 3 – 30% reduction in base demand and base energy charges
- Year 4 – 15% reduction in base demand and base energy charges
- Year 5 – 0% reduction in base demand and base energy charges

**Qualifying Loads:**

- (1) Qualifying load must be at least 1,000 kW, as determined by the Company.
- (2) The Customer must provide audit documentation by the Florida Department of Economic Opportunity proving the hiring of 25 full-time employees per 1,000 kW of qualifying load.
- (3) The Customer must demonstrate new capital investment of at least \$1,000,000.
- (4) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

**TERM:**

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider LBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original Contract for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

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



Section No. VI  
First Revised ~~Original~~ Sheet No. 6.94  
Canceling Original Sheet No. 6.94

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**Rate Rider MBIR  
Experimental Rate Rider  
Medium Business Incentive Rider  
(Optional Rider)**

**AVAILABILITY:**

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

**APPLICABILITY:**

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service after the effective date of this Rider but not later than December 31, 2017~~6~~ or such earlier date that the Company determines that the subscription limit of 100 MW has been reached for all New Load under this Rider together with the companion Riders, SBIR and LBIR. This Rider does not apply to provision of electric service through existing delivery points.

Rate Rider MBIR shall only be combined with Rate Schedules GSD, GSDT, GSTOU, LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the Contract under this Rider.

**ISSUED BY:** S. W. Connally, Jr.



(Continued from Rate Rider MBIR, Sheet No. 6.94)

**INCENTIVES:**

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 40% reduction in base demand and base energy charges
- Year 2 – 30% reduction in base demand and base energy charges
- Year 3 – 20% reduction in base demand and base energy charges
- Year 4 – 10% reduction in base demand and base energy charges
- Year 5 – 0% reduction in base demand and base energy charges

**Qualifying Loads:**

- (1) Qualifying load must be at least 350 kW, as determined by the Company.
- (2) The Customer must provide audit documentation by the Florida Department of Economic Opportunity proving the hiring of 25 full-time employees.
- (3) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

**TERM:**

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider MBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original Contract for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

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



Section No. VI  
First Revised ~~Original~~ Sheet No. 6.96  
Canceling Original Sheet No. 6.96

|                       |  |
|-----------------------|--|
| <b>PAGE</b><br>1 of 2 | <b>EFFECTIVE DATE</b><br>January 1, 2014 |
|-----------------------|--|

**Rate Rider SBIR  
Experimental Rate Rider  
Small Business Incentive Rider  
(Optional Rider)**

**AVAILABILITY:**

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

**APPLICABILITY:**

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service after the effective date of this Rider but not later than December 31, 2017~~6~~ or such earlier date that the Company determines that the subscription limit of 100 MW has been reached for all New Load under this Rider together with the companion Riders, MBIR and LBIR. This Rider does not apply to provision of electric service through existing delivery points.

Rate Rider SBIR shall only be combined with Rate Schedules GSD, GSDD, GSTOU, LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the Contract under this Rider.

(Continued from Rate Rider SBIR, Sheet No. 6.96)

**INCENTIVES:**

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 20% reduction in base demand and base energy charges
- Year 2 – 15% reduction in base demand and base energy charges
- Year 3 – 10% reduction in base demand and base energy charges
- Year 4 – 5% reduction in base demand and base energy charges
- Year 5 – 0% reduction in base demand and base energy charges

**Qualifying Loads:**

- (1) Qualifying load must be at least 200 kW, as determined by the Company.
- (2) The Customer must provide audit documentation by the Florida Department of Economic Opportunity proving the hiring of 10 full-time employees.
- (3) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

**TERM:**

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider SBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original Contract for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

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