



Robert L. McGee, Jr.  
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FILED MAY 05, 2017  
DOCUMENT NO. 04704-17  
FPSC - COMMISSION CLERK

May 5, 2017

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

Dear Ms. Stauffer:

Attached is Gulf Power Company's Petition for Approval of Revisions to the deposit provisions of tariff sheet nos. 4.12 and 6.23.

Please return a copy of the approved tariff sheets to my attention.

Sincerely,

A handwritten signature in blue ink that reads "Robert L. McGee, Jr." in a cursive style.

Robert L. McGee, Jr.  
Regulatory and Pricing Manager

md

Attachments

cc w/ att: Beggs and Lane  
Jeffery A. Stone, Esquire  
Florida Public Service Commission  
Patti Daniel

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Gulf Power Company’s Petition )  
for Approval of Revisions to the Deposit ) Docket No.  
Provisions of its Tenth Revised Tariff ) Filed: May 5, 2017  
Sheet No. 4.12 and Twenty-First Revised )  
Tariff Sheet No. 6.23 )

**GULF POWER COMPANY’S  
PETITION FOR APPROVAL OF REVISIONS TO  
THE DEPOSIT PROVISIONS OF ITS TARIFF SHEET NOS. 4.12 AND 6.23**

Gulf Power Company (“Gulf Power” or the “Company”), by and through undersigned counsel and pursuant to sections 366.04 and 366.05, Florida Statutes and Rule 25-6.033, Florida Administrative Code, hereby requests approval of revisions to the deposit provisions of its Tenth Revised Tariff Sheet No. 4.12 and Twenty-first Revised Tariff Sheet No. 6.23.

In support of this Petition, Gulf Power states as follows:

1. Gulf Power is a public utility subject to the jurisdiction of the Florida Public Service Commission (“Commission”) under Chapter 366, Florida Statutes. Gulf Power’s General Offices are located at One Energy Place, Pensacola, FL 32520.

2. The names, addresses and telephone numbers of Gulf’s representatives to receive communications regarding this proceeding are:

Robert L. McGee, Jr.  
Gulf Power Company  
One Energy Place  
Pensacola, Florida  
32520-0780  
(850) 444-6530  
(850) 444-6026 (facsimile)  
[rlmcgee@southernco.com](mailto:rlmcgee@southernco.com)

Jeffrey A. Stone, Esq.  
[jas@beggslane.com](mailto:jas@beggslane.com)  
Russell A. Badders, Esq.  
[rab@beggslane.com](mailto:rab@beggslane.com)  
Steven R. Griffin, Esq.  
[srg@beggslane.com](mailto:srg@beggslane.com)  
Beggs & Lane, R.L.L.P.  
P.O. Box 12950  
Pensacola, Florida  
32591-2950  
(850) 432-2451  
(850) 469-3331 (facsimile)

3. The agency affected by this petition is the Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850.

4. This petition is being filed as a result of 2015 Legislation (HB 7109) which included provisions regarding the calculation, collection, and return of deposits for existing and new customer accounts. The tariff revisions are being made to conform to the requirements of Section 366.05(1)(c), Florida Statutes.

5. Gulf knows of no material facts in dispute regarding the relief requested herein. The ultimate issue to be decided by the Commission is whether to approve the proposed tariff revisions.

6. The Company proposes limited revisions to Section 2.1 of its General Rules (Tenth Revised Tariff Sheet No. 4.12) and Rate Schedule OS, (Twenty-First Revised Tariff Sheet No. 6.23). The final and legislative formats of the Company's proposed Eleventh Revised Sheet No. 4.12 and Twenty-Second Revised Tariff Sheet No. 6.23 are attached hereto as Exhibits 1 and 2, respectively.

**WHEREFORE**, for the above and foregoing reasons, Gulf Power respectfully requests that the Commission grant this Petition for Approval of Revisions to its Tariff Sheet Nos. 4.12 and 6.23 attached hereto as Exhibits 1 and 2.

Respectfully submitted this 5<sup>th</sup> day of May, 2017.



**JEFFREY A. STONE**

Florida Bar No. 325953

**RUSSELL A. BADDERS**

Florida Bar No. 007455

**STEVEN R. GRIFFIN**

Florida Bar No. 627569

**Beggs & Lane, R.L.L.P.**

P. O. Box 12950

501 Commendencia Street

Pensacola, FL 32576-2950

(850) 432-2451

**Attorneys for Gulf Power Company**

# Exhibit 1



Section No. IV  
Eleventh Revised Sheet No. 4.12  
Canceling Tenth Revised Sheet No. 4.12

PAGE 1 of 1	EFFECTIVE DATE
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PART II  
CREDIT REGULATIONS

- 2.1 DEPOSIT REQUIREMENT - The Company may require an applicant for service, or an existing customer, to satisfactorily establish credit to secure payment of bills and protection of Company property on the Customer's premises. Credit will be deemed satisfactorily established through provision of: (a) a cash deposit; (b) irrevocable letter of credit from a bank or surety bond; or (c) an acceptable guaranty. For a new service request, the total deposit may not exceed 2 months of projected charges. Once a new customer has had continuous service for a 12-month period, the amount of the deposit shall be recalculated using actual data. To the extent that the recalculated deposit amount is less than the initial deposit amount, the Company will return the difference to the customer. To the extent that the recalculated deposit amount exceeds the initial deposit amount, the Company may charge the customer for the difference. Should the Company require a deposit on an account established prior to January 1, 2016, or should a customer request a deposit to be recalculated on such an account, the Company shall recalculate the deposit by utilizing only the available monthly charges from the 12-month period prior to the date the change is sought. In either event, the total deposit shall not exceed 2 months of average actual charges.
- 2.2 INTEREST ON DEPOSIT - The Company will issue a receipt to the Customer covering the amount of the initial deposit. Interest will be paid at the rate of 2 percent for all residential customers. For non-residential customers, interest will be paid at the rate of 2 percent for 23 months and at 3 percent after 23 months for non-residential customers who meet the criteria (a-e) in section 2.3 below. The interest will be paid annually in June of each year by applying the credit to the Customer's electric service bill. The Company shall not be required to pay interest on any deposit when the deposit has been held for a period of less than six months.
- 2.3 REFUND OF RESIDENTIAL DEPOSIT - Customer deposits securing residential accounts will be refunded by crediting the amount of the deposit plus interest to the electric service bill after the deposit has been held for a period of twelve months, provided within the last twelve months the Customer has not (a) been sent more than one reminder notice, (b) been disconnected for non-payment, (c) had a dishonored check charged to the account, (d) tampered with the meter or stolen electricity, or (e) made fraudulent use of service. When the service is discontinued where a deposit exists on the account, the amount of the deposit, with accrued interest due from the last annual payment date or deposit date, will be paid to the Customer after deducting therefrom all sums owed to the Company by the Customer, including damages to the property of the Company on the Customer's premises.
- 2.4 APPLICATION OF DEPOSIT - Deposits shall not be applied in payment of current month bills, and such deposits shall in no way affect the Company's rights arising from non-payment of bills as provided for in the Company's "Rules and Regulations for Electric Service" or in applications or contracts for service.

ISSUED BY: S. W. Connally, Jr.



Section No. VI  
Twenty-Second Revised Sheet No. 6.23  
Canceling Twenty-First Revised Sheet No. 6.23

<b>PAGE</b> <b>9 of 10</b>	<b>EFFECTIVE DATE</b>
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(Continued from Rate Schedule OS, Sheet No. 6.22)

**OS-III OTHER OUTDOOR SERVICE (OL1)**

Other outdoor service for Customer-owned facilities with fixed wattage loads operating continuously throughout the billing period such as, but not limited to, traffic signals and cable television amplifiers shall be billed according to the monthly rate below:

4.968 cents per kWh for all kWh

The estimated annual kWh usage shall be determined by multiplying the annual operation hours times the maximum demand. The monthly kWh usage will be one-twelfth (1/12) of the estimated annual kWh usage. Maximum demand shall be the total number of kilowatts connected at any one time. At the option of the Company service rendered under this section may be metered and billed under the applicable General Service rate schedule. Minimum Monthly bill shall be \$1.00 per service connection.

**TERM OF CONTRACT (OS-I/II, OS-III):**

Service under this Rate Schedule shall be for an initial period of not less than three (3) years and shall remain until terminated by notice to either party by the other. When additional facilities are required, the Company may require a contract for a longer initial period. There is no term of contract for rate OS-III.

**DEPOSIT (OS-I/II, OS-III):**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

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

# Exhibit 2





Section No. IV  
~~Tenth Eleventh~~ Revised Sheet No. 4.12  
Canceling ~~Ninth Tenth Revised~~ Sheet No. 4.12

PAGE  
1 of 1

EFFECTIVE DATE  
November 20, 2012

## PART II CREDIT REGULATIONS

- 2.1 DEPOSIT REQUIREMENT - ~~A cash deposit, amounting to approximately twice the estimated monthly bill (such estimate to be made by the Company), or guaranty satisfactory to the Company (each guarantor must enter into a guaranty contract), or in lieu thereof an irrevocable letter of credit from a bank or a surety bond, may be required at the option of the Company of an applicant for service to guarantee the payment of all bills and the protection of the Company's property on the Customer's premises. The Company reserves the right to require such deposits to be made by the Customer, or the original deposit to be increased to such amount as the Company shall deem necessary if at any time in the judgement of the Company such deposit or increase is necessary for its full protection. The Company may require an applicant for service, or an existing customer, to satisfactorily establish credit to secure payment of bills and protection of Company property on the Customer's premises. Credit will be deemed satisfactorily established through provision of: (a) a cash deposit; (b) irrevocable letter of credit from a bank or surety bond; or (c) an acceptable guaranty. For a new service request, the total deposit may not exceed 2 months of projected charges. Once a new customer has had continuous service for a 12-month period, the amount of the deposit shall be recalculated using actual data. To the extent that the recalculated deposit amount is less than the initial deposit amount, the Company will return the difference to the customer. To the extent that the recalculated deposit amount exceeds the initial deposit amount, the Company may charge the customer for the difference. Should the Company require a deposit on an account established prior to January 1, 2016, or should a customer request a deposit to be recalculated on such an account, the Company shall recalculate the deposit by utilizing only the available monthly charges from the 12-month period prior to the date the change is sought. In either event, the total deposit shall not exceed 2 months of average actual charges.~~
- 2.2 INTEREST ON DEPOSIT - The Company will issue a receipt to the Customer covering the amount of the initial deposit. Interest will be paid at the rate of 2 percent for all residential customers. For non-residential customers, interest will be paid at the rate of 2 percent for 23 months and at 3 percent after 23 months for non-residential customers who meet the criteria (a-e) in section 2.3 below. The interest will be paid annually in June of each year by applying the credit to the Customer's electric service bill. The Company shall not be required to pay interest on any deposit when the deposit has been held for a period of less than six months.
- 2.3 REFUND OF RESIDENTIAL DEPOSIT - Customer deposits securing residential accounts will be refunded by crediting the amount of the deposit plus interest to the electric service bill after the deposit has been held for a period of twelve months, provided within the last twelve months the Customer has not (a) been sent more than one reminder notice, (b) been disconnected for non-payment, (c) had a dishonored check charged to the account, (d) tampered with the meter or stolen electricity, or (e) made fraudulent use of service. When the service is discontinued where a deposit exists on the account, the amount of the deposit, with accrued interest due from the last annual payment date or deposit date, will be paid to the Customer after deducting therefrom all sums owed to the Company by the Customer, including damages to the property of the Company on the Customer's premises.
- 2.4 APPLICATION OF DEPOSIT - Deposits shall not be applied in payment of current month bills, and such deposits shall in no way affect the Company's rights arising from non-payment of bills as provided for in the Company's "Rules and Regulations for Electric Service" or in applications or contracts for service.

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



Section No. VI  
~~Twenty-First~~~~Twenty-Second~~ Revised Sheet No. 6.23  
Canceling ~~Twentieth~~~~Twenty-First~~ Revised Sheet No. 6.23

PAGE 9 of 10	EFFECTIVE DATE <b>July 1, 2017</b>
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(Continued from Rate Schedule OS, Sheet No. 6.22)

**OS-III OTHER OUTDOOR SERVICE (OL1)**

Other outdoor service for Customer-owned facilities with fixed wattage loads operating continuously throughout the billing period such as, but not limited to, traffic signals and cable television amplifiers shall be billed according to the monthly rate below:

4.968 cents per kWh for all kWh

The estimated annual kWh usage shall be determined by multiplying the annual operation hours times the maximum demand. The monthly kWh usage will be one-twelfth (1/12) of the estimated annual kWh usage. Maximum demand shall be the total number of kilowatts connected at any one time. At the option of the Company service rendered under this section may be metered and billed under the applicable General Service rate schedule. Minimum Monthly bill shall be \$1.00 per service connection.

**TERM OF CONTRACT (OS-I/II, OS-III):**

Service under this Rate Schedule shall be for an initial period of not less than three (3) years and shall remain until terminated by notice to either party by the other. When additional facilities are required, the Company may require a contract for a longer initial period. There is no term of contract for rate OS-III.

**DEPOSIT (OS-I/II, OS-III):**

A deposit amounting to ~~not over one-half the billing for the initial contract period~~ twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

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