

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: March 14, 2025

TO: Office of Commission Clerk (Teitzman)

FROM: Division of Economics (Guffey) *GD*
Division of Accounting and Finance (Higgins) *ALM*
Office of the General Counsel (Brownless) *MAH*

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

AGENDA: 03/20/25 – Special Agenda – Proposed Agency Action - Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Passidomo Smith

CRITICAL DATES: 02/20/25 (5-Month Effective Date)

SPECIAL INSTRUCTIONS: None

Case Background

On August 22, 2024, Florida Public Utilities Company (FPUC or Company) filed its petition for an increase in base rates, as well as minimum filing requirements schedules (MFRs) and direct testimony of 10 witnesses. The Company is engaged in business as a public utility providing electric service as defined in Section 366.02, Florida Statutes (F.S.), and is subject to the jurisdiction of the Commission. FPUC serves approximately 33,100 retail customers in its Northwest Division and Northeast Division.

FPUC initially requested an increase in base rates to generate an additional \$12,593,450 in annual revenues, using the Commission's proposed agency action (PAA) process under Section

366.06(4), F.S. The Office of Public Counsel (OPC) intervention was acknowledged by Order PSC-2024-0408-PCO-EI.¹

By Order No. PSC-2024-0441-PCO-EI, the Commission suspended the proposed permanent rates and approved the requested interim rate increase.² The interim revenue increase was \$1,812,869 and interim rates became effective on November 1, 2024. The base rate portion of a residential customer using 1,000 kilowatt hours (kWh) per month increased from \$40.68 (prior to interim rates) to \$43.68, an increase of \$3.00.

Under the proposed PAA rates, the base rate portion of the residential 1,000 kWh bill would increase to \$54.82 per month, an increase of \$11.42 from the approved interim rates. The total residential bill, which includes purchased power, energy conservation, Hurricane Michael storm cost recovery, and storm protection plan cost recovery charges, would increase from the current \$146.37 to \$157.79, an increase of \$11.42 (including the increase in gross receipts taxes). Staff notes that the Hurricane Michael storm cost recovery charge (\$12.80 on the 1,000 kWh residential bill), is scheduled to terminate in December 2025.

At the March 4, 2025 Agenda Conference, the Commission voted to increase FPUC's revenue requirement by \$9,675,171. On March 10, 2025, FPUC filed an updated cost of service study and associated revised clean and legislative tariffs reflecting the Commission-approved revenue requirement.

This recommendation addresses the issues that were not addressed at the March 4, 2025 Agenda Conference: Issue 51 (customer facilities charges), Issue 52 (demand charges), Issue 53 (energy charges), Issue 61 (effective date of revised tariffs), Issue 62 (approval of tariffs), and Issue 65 (close docket).

The staff-calculated revenue requirement, which reflects the Commission-approved increase to operating revenues, is contained in Attachment A to the recommendation. The clean tariffs included in Attachment B to the recommendation reflect charges that are consistent with the Commission-approved revenue increase. The Commission has jurisdiction over this matter pursuant to Chapter 366, F.S., including Sections 366.06 and 366.071, F.S.

¹ Order No. PSC-2024-0408-PCO-EI, issued September 5, 2024, in Docket No. 20240099-EI, *In re: Petition for rate increase by Florida Public Utilities Company*.

² Order No. PSC-2024-0441-PCO-EI, issued October 14, 2024, in Docket No. 20240099-EI, *In re: Petition for rate increase by Florida Public Utilities Company*.

Discussion of Issues

Issue 51: What are the appropriate customer facilities charges?

Recommendation: The proposed customer facilities charges as provided in the tariffs in Attachment B to the recommendation should be approved. (Guffey)

Staff Analysis: The customer facilities charges, in combination with the demand charges and the energy charges, are designed to allow FPUC to recover the total Commission-approved revenue requirement. The proposed customer facilities charges reflect the approved revenue requirement and cost of service methodology; therefore, the proposed customer facilities charges provided in the tariffs in Attachment B to the recommendation should be approved.

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Issue 52: What are the appropriate demand charges?

Recommendation: The proposed demand charges as provided in the tariffs in Attachment B to the recommendation should be approved. (Guffey)

Staff Analysis: The demand charges, in combination with the customer facilities charges and the energy charges, are designed to allow FPUC to recover the total Commission-approved revenue requirement. The proposed demand charges reflect the approved revenue requirement and cost of service methodology; therefore, the proposed demand charges provided in the tariffs in Attachment B to the recommendation should be approved.

Date: March 14, 2025

Issue 53: What are the appropriate energy charges?

Recommendation: The proposed energy charges as provided in the tariffs in Attachment B to the recommendation should be approved. (Guffey)

Staff Analysis: The energy charges, in combination with the customer facilities charges and the demand charges, are designed to allow FPUC to recover the total Commission-approved revenue requirement. The proposed energy charges reflect the approved revenue requirement and cost of service methodology; therefore, the proposed energy charges provided in the tariffs in Attachment B to the recommendation should be approved.

Date: March 14, 2025

Issue 61: What is the appropriate effective date for FPUC's revised rates and charges?

Recommendation: Staff recommends that FPUC be allowed to implement the approved revised rates and charges as stated in Attachment B on March 20, 2025. (Brownless)

Staff Analysis: Pursuant to Section 366.06(4), F.S., FPUC, as of the date of the Commission vote, is entitled to place its requested rates into effect, subject to refund, upon notice to the Commission and upon filing the appropriate tariffs. FPUC requested \$12,428,955 in base rate revenues. At the March 4, 2025 Agenda Conference the Commission approved rate base revenues of \$9,675,171, a reduction of \$2,753,784.

That being the case, FPUC is entitled to place the PAA rates approved by this Commission into effect, subject to refund, on the date of the Commission's vote. This vote is currently scheduled for March 20, 2025. Should no protest be timely filed, FPUC should then be authorized to release the security holding rates subject to refund upon the expiration of the protest period and issuance of a consummating order. Should a protest be filed, the PAA rates shall remain in effect, subject to refund, pending the resolution of the case.

Alternatively, FPUC may implement the PAA rates approved at the March 20, 2025 Special Agenda upon the expiration of the PAA protest period and issuance of a consummating order.

FPUC has requested that the PAA rates and charges, as stated in Attachment B to this recommendation, go into effect on March 20, 2025 the date of the Commission's Special Agenda vote. FPUC will provide its customers with notice of the rate base revenue approved by the Commission at the March 4, 2025 Agenda Conference and the proposed PAA rates and charges associated with the approved rate base revenue increase. This notice will be posted to FPUC's website prior to the March 20, 2025 Special Agenda and mailed to the customers.

Date: March 14, 2025

Issue 62: Should the Commission approve tariffs reflecting Commission approved rates and charges?

Recommendation: Yes. The Commission should approve the tariffs reflecting Commission approved rates and charges and as shown in Attachment B to the recommendation. (Guffey)

Staff Analysis: Staff has reviewed the tariffs, which were revised to reflect the final Commission-approved revenue requirement. The documentation provided by FPUC is in accordance with the Commission vote from the March 4, 2025 Agenda Conference. The Commission should approve the revised tariffs as provided in Attachment B to the recommendation.

Date: March 14, 2025

Issue 65: Should this docket be closed?

Recommendation: If a protest is filed within 21 days of the issuance of the order, docket should remain open and the tariffs should remain in effect, with any revenues held subject to refund, pending resolution of the protest. If no timely protest is filed, this docket should be closed upon the issuance of a consummating order. (Brownless)

Staff Analysis: If a protest is filed within 21 days of the issuance of the order, docket should remain open and the tariffs should remain in effect, with any revenues held subject to refund, pending resolution of the protest. If no timely protest is filed, this docket should be closed upon the issuance of a consummating order.

Florida Public Utilities Company
Docket No. 20240099-EI
2025 Projected Test Year
Operating Revenue Requirement Increase Calculation

<u>Line No.</u>	<u>As Filed</u>	<u>Commission Approved</u>
1 Jurisdictional Rate Base	\$150,053,096	\$144,170,635
2 Rate of Return	<u>6.89%</u>	<u>6.34%</u>
3 Required Net Operating Income (1)x(2)	10,336,088	9,138,522
4 Achieved Net Operating Income	<u>\$991,558</u>	<u>\$1,837,342</u>
5 Net Operating Income Deficiency (3)-(4)	9,344,530	7,301,180
6 Net Operating Income Multiplier	<u>1.3477</u>	<u>1.3477</u>
7 Operating Revenue Increase (5)x(6)	<u>\$12,593,450</u>	<u>\$9,839,666</u>
8 Increase in Service Charges and Other Revenues	164,495	164,495
9 Increase in Base Rate Revenues	<u>\$12,428,955</u>	<u>\$9,675,171</u>

Florida Public Utilities Company
F.P.S.C. Electric Tariff
Original Volume No. II

Original Sheet No. 1.000



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

Communications concerning this Tariff should be addressed to:

Florida Public Utilities Company
208 Wildlight Avenue
Yulee, Florida 32097

Attn: Director of Regulatory Affairs

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida Public Utilities

Effective:

Florida Public Utilities Company
F.P.S.C. Electric Tariff
Original Volume No. II

Original Sheet No. 2.000

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MISCELLANEOUS GENERAL INFORMATION

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

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

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

General Florida office is located at:

208 Wildlight Avenue
Yulee, Florida 32097

Division offices are located at:

2825 Pennsylvania Avenue
Marianna, Florida 32446-4004

And

780 Amelia Island Parkway
Fernandina Beach, Florida 32034

Communications covering rates should be addressed to:

Florida Public Utilities Company
208 Wildlight Avenue
Yulee, Florida 32097

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SYSTEM MAP

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



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SYSTEM MAP

Northeast Florida Division Service Map
Amelia Island located in Nassau County



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TERRITORY SERVED

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

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

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

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TECHNICAL TERMS AND ABBREVIATIONS

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

- A. Company – Florida Public Utilities Company acting through its duly authorized officers or employees within the scope of their respective duties.
- B. Applicant – any person, firm, or corporation applying for electric service from the Company at one location.
- C. Customer – any person, firm, or corporation purchasing electric service at one location from the Company under Rules and Regulations of the Company.
- D. Service Classification
 - (1) Residential Service – service to Customer supplied for residential purposes in a single family dwelling unit or household. Residential service shall also apply to energy used in commonly owned facilities in condominium and cooperative apartment buildings subject to the following criteria:
 - 1. 100% of the energy is used exclusively for the co-owners' benefit.
 - 2. None of the energy is used in any endeavor which sells or rents a commodity or provided service for a fee.
 - 3. Each point of delivery will be separately metered and billed.
 - 4. A responsible legal entity is established as the Customer to whom the Company can render its bills for said service.
 - (2) Commercial Service – service to Customers engaged in selling, servicing, warehousing, or distributing a commodity, in some business activity or in a profession, or in some form of economic or social activity (offices, stores, clubs, hotels, etc.) and for purposes that do not come directly under another classification of service. A premise which might otherwise, except for business activity conducted thereon, be entitled to Residential Service shall be classified as Commercial unless that portion of said premise use solely for residential purposes is metered separately.
 - (3) Industrial Service – service to Customers engaged in a process which creates or changes raw or unfinished material into another form or product. (Factories, mills, machine shops, mines, oil plants, refineries, creameries, canning, and packing plants, shipyards, etc., i.e., in extractive, fabricating, or processing activities.)

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TECHNICAL TERMS AND ABBREVIATIONS (Continued)

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

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RESERVED FOR FUTURE USE

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RULES AND REGULATIONS

Applicable to Electric Service and Electric Rate Schedules1. General

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

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

2. Application for Service

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

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

3. Election of Rate Schedules

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

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

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RULES AND REGULATIONS (Continued)

3. Election of Rate Schedules (Continued)

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

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

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

4. Customer Deposits**A. Deposit Required**

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

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

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RULES AND REGULATIONS (Continued)

4. Customer Deposits (Continued)

B. Establishment of Credit

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

Residential:

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

Non-Residential:

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

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RULES AND REGULATIONS (Continued)

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

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

D. Interest on Deposits

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

E. New or Additional Deposits

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

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RULES AND REGULATIONS (Continued)

4. Customer Deposits (Continued)**F. Retention of Deposits**

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

G. Refund of Deposit When Service is Discontinued

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

5. Customer Facilities

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

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

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

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

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

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

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

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RULES AND REGULATIONS (Continued)

6. Service Connections**A. General**

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

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

B. Overhead Service in Overhead Zone

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

C. Underground Service in Overhead Zone

Customers desiring an underground service in an overhead zone may make application for service with the Company. The Company will install and own the underground service from the meter location to the pole from which connection is to be made, including the necessary run of cable or conduit up the side of the pole. The Customer will pay in advance to the Company the estimated difference in the cost of the underground service and or equivalent overhead service. Underground service will be provided pursuant to F.A.C. 25-61.15, Facility Charges for Conversion of Existing Overhead Investor Owned Distribution Facilities.

D. Underground Service in Underground Residential Distribution Systems

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

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RULES AND REGULATIONS (Continued)

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

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

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

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

7. Line Extensions

A. Overhead Extensions

(1) Free Extensions

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

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

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

maximum amount = 4 X (non-fuel energy charge KWH)
(estimated annual KWH usage)

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

maximum amount = 4 X (non-fuel energy charge KWH)
(estimated annual KWH usage)
+ 4 X (estimated annual demand
charge revenue from sales
over new line)

(2) Other Extensions

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

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

B. Underground Extension

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

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

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(2) Residential, commercial, industrial extensions

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

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RULES AND REGULATIONS (Continued)

8. Underground Electric Distribution Facility Charges

A. Definitions

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

- (1) Applicant: The Applicant is the person or entity seeking the undergrounding of existing or newly planned electric distribution facilities by the Company. When a developer requests local government development approval, the local government shall not be deemed the applicant for purposes of this rule.
- (2) Commission: Florida Public Service Commission.
- (3) Cost Estimate: A non-refundable deposit charged an Applicant by the Company for the purpose of preparing a binding cost estimate of the amount required for the Company to construct or convert particular distribution facilities as underground.
- (4) Company: Florida Public Utilities Company.
- (5) Distribution Facilities: All electrical equipment of the Company required to deliver electricity to homes and businesses.
- (6) Facility Charge: That charge required to be paid by an Applicant for the Company to construct or convert particular distribution facilities as underground.
- (7) High Density Subdivision: A subdivision having a density of six (6) or more dwelling units per acre.
- (8) Low Density Subdivision: A subdivision having a density of at least 1.5 dwelling units per acre but less than six (6) dwelling units per acre.
- (9) Overhead: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed above ground on supporting poles.
- (10) Underground: Pertains to distribution facilities consisting of conductors, switches, transformers, etc. which are installed below or on the ground.

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RULES AND REGULATIONS (Continued)

B. General

(1) Application

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

(2) Application Request

An applicant shall submit a request in writing for the Company to develop a cost estimate to accomplish the undergrounding of particular electric facilities. The request shall be accompanied by an appropriate deposit and shall specify the following information:

- a. the area(s) being sought to be undergrounded
- b. a list of all electric Customers affected
- c. an estimated time frame for undergrounding to be accomplished
- d. details of any construction by the Applicant
- e. any other pertinent information which the Applicant possesses that may assist the

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C. Cost Estimate Deposits

(1) Non-Binding Cost Estimates

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

(2) Binding Cost Estimates

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

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

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

I. New Construction (Excluding New Residential Subdivisions)

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

II. Conversions

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

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

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RULES AND REGULATIONS (Continued)

D. Construction Contract

(1) General

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

(2) Facilities Charge

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

a. New Construction

Charge =

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

b. Conversion

Charge =

Remaining book value of existing overhead facilities to be removed;
Plus, removal cost of existing overhead facilities;
Minus, salvage value of existing overhead facilities;
Plus, estimated cost of construction of underground facilities including underground service laterals to Customers' meters;
Minus, estimated construction cost of overhead facilities including overhead service drops to Customers' meters;
Minus, qualifying cost estimated deposit.

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RULES AND REGULATIONS (Continued)

E. Construction By Applicant

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

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

F. Other Terms And Conditions

- (1) Easements: Easements satisfactory to both the Company and the Customer must be provided for by the Applicant prior to commencement of construction at no expense to the Company. Additional easements are not required when facilities are to be located on private property wholly within an area covered by a recorded subdivision utility easement, namely a reservation and recorded plat of an easement for public utility purposes and where underground electrical facilities are not prohibited. Where underground distribution facilities for serving more than one Customer are located on private property, easements are required.

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

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- (2) Scheduling, Clearing, and Grading: Rights-of-way and easements suitable to the Company must be furnished by the Applicant in a reasonable time to meet service requirements and must be cleared of trees, tree stumps, paving and other obstruction, staked to show property lines and final grade and must be graded to within six (6) inches of final grade by the Applicant before the Company will commence construction, all at no charge to the Company. Such clearing and grading must be maintained by the Applicant during construction by the Company. Grade stakes must be provided at transformer, pull box, and switch locations.
- (3) Restoration: All removal and restoration of buildings, roads, driveways, sidewalks, patios, fences, ditches, landscaping, sprinkler systems, other utilities, etc. shall be the full responsibility of the Applicant and shall cause no cost to the Company. Removal of all construction debris not belonging to the Company shall be the responsibility of the Applicant or other.
- (4) Other Joint Users on the Company Poles: Applicant must make arrangements with all other overhead utilities and third parties to remove their overhead facilities from the Company's poles prior to construction or to concurrently convert their facilities to underground or remove them at no cost to the Company. The Applicant shall produce, if requested by the Company, executed agreements with all joint users guaranteeing this requirement.
- (5) Affected Electric Customers: Applicant must make arrangements with all affected Company Customers to, in a timely fashion, prepare their premises and service entrance for underground electrical service from the new underground distribution system. All Customers affected by the undergrounding request must agree to accept underground service. This Customer conversion will be at no cost to the Company.
- (6) Damage to Company's Underground Facilities: The Applicant shall be responsible to ensure the Company's distribution system, once installed, is not damaged, destroyed, or otherwise disturbed during the construction of the project. This responsibility shall extend not only to those in his employ, but also to his subcontractors, and he shall be responsible for the full cost of repairing such damage.

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RULES AND REGULATIONS (Continued)

9. Metering

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

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

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

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

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

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

10. Billing and Collecting

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

Partial Month:

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

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10. Billing and Collecting (continued)

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

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

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

11. Customer's Liabilities

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

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

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

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

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RULES AND REGULATIONS (Continued)

11. Customers Liabilities (continued)

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

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

12. Company's Liabilities

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

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

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

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13. Force Majeure

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

14. Discontinuance of Service

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

A. Without notice,

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

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

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

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

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

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

The Company shall provide Medically Essential Service Customers with a limited extension of time, not to exceed thirty (30) days, beyond the date service would normally be subject to disconnection for non-payment of bills (following the requisite notice pursuant to Rule 25-6.105(5) of the Florida Administrative Code). The Company shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension. The Medically Essential Service Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for service provided by the Company and for which payment is past due, or to make other arrangements for meeting medically essential needs.

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No later than 12 noon one day prior to the scheduled disconnection of service of a Medically Essential Service Customer, the Company shall attempt to contact such Customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such Customer or other adult resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4 PM of the day prior to scheduled disconnection. If contact is not made, however, the company may leave written notification at the residence advising the Medically Essential Service Customer of the scheduled disconnect date; thereafter, the Company may disconnect service on the specified date. The Company will grant special consideration to a Medically Essential Service Customer in the application of Rule 26-6.097(3) of the Florida Administrative Code.

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

15. Reconnection of Service

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

A. Where service was discontinued without notice,

- (1) The dangerous condition shall be removed and, if the Customer had been warned of the condition a reasonable time before the discontinuance and had failed to remove the dangerous condition, a reconnection fee shall be paid.
- (2) all bills for service due Company by reason of fraudulent use or tampering shall be paid, a deposit to guarantee the payment of future bills shall be made, and a reconnection fee shall be paid.
- (3) if reconnection is requested on the same premises after discontinuance, a reconnection fee shall be paid.

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B. Where service was discontinued with notice,

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

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

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

16. Termination of Service

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

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

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17. Limitations of Supply

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

18. Temporary Service

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

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

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

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

19. Fees for Initial Connections

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

20. Re-establish or Make Change to Account

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

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RULES AND REGULATIONS (Continued)

21. Returned Check Charge

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

22. Late Payment Charge

A bill shall be considered past due upon expiration of twenty (20) days from the date of mailing or other delivery thereof by the Company. The balance of all past due charges for services rendered are subject to a Late Payment charge of 1.5% or \$5.00, whichever is greater, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies and instrumentalities at a rate no greater than allowed, and in a manner permitted by applicable law.

23. Measuring Customer Service

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

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RULES AND REGULATIONS (Continued)

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

For purpose of this rule:

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

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

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RULES AND REGULATIONS (Continued)

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

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RULES AND REGULATIONS (Continued)

24. Miscellaneous Service Charges

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

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*RATE SCHEDULE RS
RESIDENTIAL SERVICE*

Availability

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

Applicability

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

Character of Service

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

Limitations of Service

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

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

Monthly Rate

Customer Facilities Charge:

\$24.40 per Customer per month

Base Energy Charge:

3.042¢/KWH for usage up to 1000 KWH's/month

4.983¢/KWH for usage above 1000 KWH's/month

Purchased Power Charges

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

Minimum Bill

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

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*RATE SCHEDULE RS
RESIDENTIAL SERVICE*

Purchased Power Costs

See Sheet Nos. 7.021 & 7.022.

Conservation Costs

See Sheet Nos. 7.021 & 7.022.

Franchise Fee Adjustment

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

Budget Billing Program (optional)

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

Terms and Conditions

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

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RATE SCHEDULE GS
GENERAL SERVICE – NON DEMAND

Availability

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

Applicability

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

Character of Service

Single or three-phase service at available standard voltage.

Limitations of Service

Service shall be at a single metering point.

Monthly Rate

Customer Facilities Charge:

\$40.00 per Customer per month

Base Energy Charge:

All KWH 4.668¢/KWH

Purchased Power Charges

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

Minimum Bill

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

Terms of Payment

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

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RATE SCHEDULE GS
GENERAL SERVICE – NON-DEMAND

Purchased Power Costs

See Sheet Nos. 7.021 & 7.022.

Conservation Costs

See Sheet No. 7.021 & 7.022.

Franchise Fee Adjustment

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

Terms and Conditions

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

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*RATE SCHEDULE GSD
GENERAL SERVICE – DEMAND*

Availability

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

Applicability

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

Character of Service

Single or three-phase service at available standard voltage.

Limitations of Service

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

Monthly Rate

Customer Facilities Charge:

\$126.44 per Customer per month

Demand Charge:

Each KW of Billing Demand \$6.89/KW

Base Energy Charge

All KWH 0.840¢/KWH

Purchased Power Charges

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

Minimum Bill

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

Terms of Payment

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

Purchased Power Costs

See Sheet Nos. 7.021 & 7.022.

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*RATE SCHEDULE GSD
GENERAL SERVICE - DEMAND*

Conservation Costs

See Sheet Nos. 7.021 & 7.022.

Franchise Fee Adjustment

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

Billing Demand

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

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

Terms of Service

Not less than one year.

Power Factor of Clause

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

Transformer Ownership Discount

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

Terms and Conditions

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

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*RATE SCHEDULE GSLD
GENERAL SERVICE-LARGE DEMAND*

Availability

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

Applicability

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

Character of Service

Three-phase service at available standard voltage.

Limitations of Service

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

Monthly Rate

Customer Facilities Charge:

\$241.70 per Customer per month

Demand Charge:

Each KW of Billing Demand \$9.86/KW

Base Energy Charge

All KWH 0.390¢/KWH

Purchased Power Charges

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

Minimum Bill

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

Terms of Payment

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

Purchased Power Costs

See Sheet No. 7.021 & 7.022.

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*RATE SCHEDULE GSLD
GENERAL SERVICE-LARGE DEMAND*

Conservation Costs

See Sheet Nos. 7.021 & 7.022.

Franchise Fee Adjustment

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

Billing Demand

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

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

Terms of Service

Not less than one year.

Power Factor of Clause

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

Transformer Ownership Discount

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

Terms and Conditions

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

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

Availability

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

Applicability

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

Character of Service

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

Monthly Base Rates

Customer Facilities Charge:	\$1,183.57
Base Transmission Demand Charge:	\$2.74/KW of Maximum/NCP Billing Demand
Excess Reactive Demand Charge:	\$0.53 kVar of Excess Reactive Demand

Purchased Power Charges

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

Minimum Bill

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

Terms of Payment

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

Conservation Costs

Not applicable.

Franchise Fee Adjustment

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

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RATE SCHEDULE GSLD 1
GENERAL SERVICE-LARGE DEMAND 1

Coincident Peak (CP) Billing Demand

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

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

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

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

Excess Reactive Demand

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

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

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

Transmission Contract Demand Fuel Charge (Purchased Power Charge)

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

Energy Charge (Purchased Power Charge)

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

Term of Service

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

Terms and Conditions

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

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*RATE SCHEDULE LS
LIGHTING SERVICE*

Availability

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

Applicability

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

Character of Service

Lighting service from dusk to dawn as described herein.

Limitations of Service

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

Monthly Rate

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

Type	Lamp	Size	KWH/Mo.	Facilities	Maintenance*	Energy	Total
<u>Facility</u>	<u>Lumens</u>	<u>Watts</u>	<u>Estimate</u>	<u>Charge</u>	<u>Charge</u>	<u>Charge</u>	<u>Charge</u>
<u>High Pressure Sodium Lights (CLOSED TO NEW CUSTOMERS)</u>							
Acorn	16,000	150	61	\$23.91	\$3.02	\$3.87	\$30.80
ALN 440	16,000	150	61	\$34.08	\$4.03	\$3.87	\$41.98
Amer. Rev.	9,500	100	41	\$11.73	\$3.99	\$2.61	\$18.33
Amer. Rev.	16,000	150	61	\$10.99	\$4.04	\$3.87	\$18.90
Cobra Head	9,500	100	41	\$8.80	\$2.56	\$2.61	\$13.97
Cobra Head	22,000	200	81	\$11.87	\$3.07	\$5.17	\$20.11
Cobra Head	28,500	250	101	\$14.12	\$4.04	\$6.44	\$24.60
Cobra Head	50,000	400	162	\$13.19	\$3.36	\$10.37	\$26.92
Flood	28,500	250	101	\$13.81	\$2.94	\$6.44	\$23.19
Flood	50,000	400	162	\$21.67	\$2.76	\$10.37	\$34.80
Flood	130,000	1,000	405	\$27.15	\$3.64	\$25.86	\$56.65
SP2 Spectra	9,500	100	41	\$30.12	\$3.76	\$2.61	\$36.49
<u>Metal Halide Lights (CLOSED TO NEW CUSTOMERS)</u>							
ALN 440	16,000	175	71	\$32.61	\$3.17	\$4.58	\$40.36
Flood	50,000	400	162	\$14.72	\$2.68	\$10.37	\$27.77
Flood	130,000	1,000	405	\$25.02	\$3.55	\$25.86	\$54.43
Shoebox	16,000	175	71	\$27.54	\$3.56	\$4.58	\$35.68
Shoebox	28,500	250	101	\$29.31	\$3.98	\$6.44	\$39.73
SP2 Spectra	9,500	100	41	\$29.89	\$3.64	\$2.61	\$36.14
Vertical Shoebox	130,000	1,000	405	\$30.90	\$4.03	\$25.86	\$60.79

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Florida Public Utilities

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F.P.S.C. Electric Tariff
Original Volume No. II

Original Sheet No. 7.014

*RATE SCHEDULE LS
LIGHTING SERVICE*

Light Emitting Diode Lights

Type				<u>Charges</u>			
	<u>Facility Type</u>	<u>Lamp Lumens</u>	<u>Size Watts</u>	<u>Est. KWH/Mo.</u>	<u>Facilities</u>	<u>Maintenance</u>	<u>Energy Total</u>
	50W Outdoor Light (100W Equivalent)	5,682	50	17	\$7.99	\$2.53	\$1.08 \$11.60
	50W Cobra Head (100W Equivalent)	5,944	50	17	\$10.09	\$3.14	\$1.08 \$14.31
	82W Cobra Head (200W Equivalent)	9,600	82	28	\$9.45	\$2.95	\$1.78 \$14.18
	130W Cobra Head (250W Equivalent)	14,571	130	45	\$9.41	\$2.94	\$2.87 \$15.22
	210W Cobra Head (400W Equivalent)	28,653	210	72	\$16.45	\$4.80	\$4.59 \$25.84
	26W American Revolution Decorative (100W Equivalent)	2,650	26	9	\$9.45	\$3.30	\$0.57 \$13.32
	44W American Revolution Decorative (150W Equivalent)	4,460	44	15	\$9.36	\$3.27	\$0.96 \$13.59
	90W Acom Decorative (150W Equivalent)	10,157	90	31	\$13.53	\$4.50	\$1.98 \$20.01
	60W Post Top Decorative (150W Equivalent)	7,026	60	21	\$23.97	\$7.59	\$1.34 \$32.90
	80W Flood (250W Equivalent)	12,500	80	27	\$13.11	\$4.13	\$1.72 \$18.96
	170W Flood (400W Equivalent)	24,000	170	58	\$13.11	\$4.13	\$3.70 \$20.94
	150W Flood (350W Equivalent)	20,686	150	52	\$13.11	\$4.13	\$3.31 \$20.55
	290 W Flood (1,000W Equivalent)	38,500	290	100	\$13.11	\$4.13	\$6.37 \$23.61
	82W Shoe Box (175W Equivalent)	20,500	23	276	\$11.56	\$3.92	\$3.31 \$18.79
	131W Shoe Box (250W Equivalent)	17,144	131	45	\$13.02	\$4.36	\$2.87 \$20.25

Charges for other Company-owned facilities:

1)	30' Wood Pole	\$5.85
2)	40' Wood Pole Std	\$13.02
3)	18' Fiberglass Round	\$12.12
4)	13' Decorative Concrete	\$17.17
5)	20' Decorative Concrete	\$19.92
6)	35' Concrete Square	\$19.22
7)	10' Deco Base Aluminum	\$22.53
8)	30' Wood Pole Std	\$6.51

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

Purchased Power Charges

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

Minimum Bill

The above rates times the number of lamps connected.

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*RATE SCHEDULE LS
LIGHTING SERVICE*

Terms of Payment

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

Purchased Power Costs

See Sheet No. 7.021 & 7.022.

Conservation Costs

See Sheet No. 7.021 & 7.022.

Franchise Fee Adjustment

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

Term of Service

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

Terms and Conditions

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

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

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Original Sheet No. 7.016

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

Availability

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

Applicability

Applicable to any Customer for mercury vapor lighting service.

Character of Service

Lighting service from dusk to dawn as described herein.

Limitations of Service

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

Monthly Rate

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

Lamp Size	KWH/Mo.	Facilities	Maintenance*	Energy	Total
<u>Lumens</u>	<u>Estimate</u>	<u>Charge</u>	<u>Charge</u>	<u>Charge</u>	<u>Charge</u>
7,000	72	\$1.69	\$1.51	\$4.49	\$7.69
20,000	154	\$1.86	\$1.60	\$9.65	\$13.11

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

Purchased PowerCharges

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

Minimum Bill

The above rates times the number of lamps connected.

Terms of Payment

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

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F.P.S.C. Electric Tariff
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Original Sheet No. 7.017

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

Purchased Power Costs

See Sheet No. 7.021 & 7.022.

Conservation Costs

See Sheet No. 7.021 & 7.022.

Franchise Fee Adjustment

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

Terms of Service

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

Terms and Conditions

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to electric service.
 2. The charges set forth above cover the initial installation of overhead lines, poles and fixture assembly including bracket, and maintenance duty as limited including lamp renewals due to burn outs only, or the repair or replacement of equipment causing lamps not to be illuminated. Such burnt out lamp replacements or repairs causing non-illumination of lamps will be performed as soon as practical after notification of the burnt out lamp or non-illumination by patrols made by company personnel or the Customer. However, Company shall not be required to replace existing street lighting fixtures for Customers receiving service under this rate.
- * The Company will repair or replace malfunctioning lighting fixtures maintained by the company in accordance with Section 768.1382, Florida Statutes (2005). Maintenance duty to be undertaken by Florida Public Utilities Company is limited to lamp renewal due to burn outs only, or the repair or replacement of equipment causing lamps not to be illuminated. Such burnt out lamp replacements or repairs causing non-illumination of lamps will be performed during regular daytime working hours as soon as practical after notification of the burn out or non-illumination conditions of the lamp by the Customer. The maintenance duties undertaken herein are expressly limited to our paying Customer and are not to be deemed to create a duty to the general public at large.

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ECONOMIC DEVELOPMENT RIDER PROGRAM-EDRP

Availability:

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

Application:

This Program is applicable to new electric load associated with:

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

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

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

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

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

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F.P.S.C. Electric Tariff
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ECONOMIC DEVELOPMENT RIDER PROGRAM-EDRP (Continued)

Monthly Rate:

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

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

The above credit will be deducted from the monthly electric bill as computed in accordance with the provisions of the Monthly Rate section of the Customer's applicable rate schedule before application of any discounts or adjustments. All other charges including the Customer charge and energy conservation charge will be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD, GSLED, or GSLED1.

Term of service:

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

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

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

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Original Sheet No. 7.020

ECONOMIC DEVELOPMENT RIDER PROGRAM-EDRP

ECONOMIC DEVELOPMENT RIDER PROGRAM- EDRP

Service Agreement

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

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

CUSTOMER NAME _____

SERVICE ADDRESS _____

TYPE OF BUSINESS _____

The Customer hereto agrees as follows:

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

Signed: _____ Accepted by: Florida Public Utilities Company

Title: _____ Title: _____

Date: _____ Date: _____

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RATE ADJUSTMENT RIDER – NORTHWEST FLORIDA DIVISION

Applicability

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

Total Purchased Power Cost Recovery Clause

The total purchased power cost adjustment shall be applied to each kilowatt hour delivered and shall be computed in accordance with the formula prescribed by the Florida Public Service commission. The total purchased power cost adjustment for the period January 1, 2025 through December 31, 2025 is as follows:

<u>Rate Class</u>	<u>Rate Schedule</u>	<u>Levelized Adjustment</u>
Residential (1st 1000 KWH's)	RS	7.505¢ / KWH
Residential (above 1000 KWH's)	RS	8.755¢ / KWH
General Service	GS	7.890¢ / KWH
General Service-Demand	GSD	7.392¢ / KWH
Lighting Service	LS	5.872¢ / KWH
General Service-Large Demand	GSLD	7.176¢ / KWH
General Service-Large Demand 1	GSLD 1	Not Applicable At This Time

<u>Time of Use Rate Class</u>	<u>Rate Schedule</u>	<u>Levelized Adjustment</u>	
		On-Peak	Off Peak
Residential TOU	RST - EXP	0.000¢ / KWH	0.000¢ / KWH
General Service TOU	GST - EXP	0.000¢ / KWH	0.000¢ / KWH
General Service-Demand TOU	GSDT - EXP	0.000¢ / KWH	0.000¢ / KWH
General Service-Large Demand TOU	GSLDT - EXP	0.000¢ / KWH	0.000¢ / KWH

Energy Conservation Cost Recovery Clause

Each base energy rate per KWH of the above rate schedules for the period January 1, 2025 through December 31, 2025 shall be increased by 0.121 ¢/KWH of sales to recover conservation related expenditures by the Company. This adjustment is determined in accordance with the formula and procedures specified by the Florida Public Service Commission.

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

Tax Cost Recovery

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

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RATE ADJUSTMENT RIDER – NORTHEAST FLORIDA DIVISION

Applicability

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

Total Purchased Power Cost Recovery Clause

The total purchased power cost adjustment shall be applied to each kilowatt hour delivered and shall be computed in accordance with the formula prescribed by the Florida Public Service Commission. The total purchased power cost adjustment for the period January 1, 2025 through December 31, 2025 is as follows:

<u>Rate Class</u>	<u>Rate Schedule</u>	<u>Levelized Adjustment</u>
Residential (1* 1000 KWH's)	RS	7.505¢ / KWH
Residential (above 1000 KWH's)	RS	8.755¢ / KWH
General Service	GS	7.890¢ / KWH
General Service –Demand	GSD	7.392¢ / KWH
General Service –Large Demand	GSLD	7.176¢ / KWH
Lighting Service	LS	5.872¢ / KWH
General Service Large Demand 1 (Over 10.00 KW billed annually)	GSLD 1	Generation Demand \$ 4.501/ KW*
Standby	SB	2.937\$ / KW

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

Energy Conservation Cost Recovery Clause

Each base energy rate per KWH of the above rate schedules for the period January 1, 2025 through December 31, 2025 shall be increased by 0.121 ¢ / KWH of sales to recover conservation related expenditures by the Company. This adjustment is determined in accordance with the formula and procedures specified by the Florida Public Service Commission.

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

Tax Recovery

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

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

Availability

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

Applicability

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

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

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

Monthly Rate

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

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

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

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

Monthly NF Demand Charge:
\$0.00 per kW of NF demand

Monthly Rate

NF Energy Charge:
Amount as offered and accepted for each nomination

Monthly NF Demand

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

Minimum Monthly Bill

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

Term of Service

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

Nomination and Acceptance Procedure

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

Nomination Recall Provisions:

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

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

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F.P.S.C. Electric Tariff
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STORM PROTECTION PLAN COST RECOVERY CLAUSE

Applicability

Electric service under all rate schedules.

Storm Protection Plan Cost Recovery Clause

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

The total Storm Protection Plan Cost Recovery factors for the period January 1, 2025 through December 31, 2025 are as follows:

<u>Rate Schedule</u>	<u>SPP Factors per KWH</u>
Residential	0.9970¢ / KWH
General Service	1.1000¢ / KWH
General Service Demand	0.5940¢ / KWH
General Service Large Demand	0.5080¢ / KWH
Industrial/Standby	1.4020¢ / KWH
Lighting Service	6.1770¢ / KWH

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STORM RECOVERY SURCHARGE

Hurricanes Michael Surcharge:

Applicability:

Electric service under all rate schedules.

Description:

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

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

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

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Original Sheet No. 8.001

STANDARD FORMS
EXTENSION OF FACILITIES AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
EXTENSION OF FACILITIES AGREEMENT

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

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

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

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

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

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

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

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Florida Public Utilities

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STANDARD FORMS
EXTENSION OF FACILITIES AGREEMENT (Continued)

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

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

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

Customer _____

FLORIDA PUBLIC UTILITIES COMPANY

By _____
Title

By _____
Its Agent

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Florida Public Utilities

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Date: March 14, 2025

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STANDARD FORMS
DEPOSIT OF FACILITIES AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY

DEPOSIT OF FACILITIES AGREEMENT

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

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

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

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

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

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

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

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STANDARD FORMS
DEPOSIT OF FACILITIES AGREEMENT (Continued)

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

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

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

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

Customer _____ FLORIDA PUBLIC UTILITIES COMPANY

By _____ By _____
Title Its Agent

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Florida Public Utilities

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Florida Public Utilities Company
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STANDARD FORMS / APPLICATION
INTERCONNECTION OF CUSTOMER-OWNED

RENEWABLE GENERATION SYSTEMS APPLICATION
INTERCONNECTION OF CUSTOMER OWNED RENEWABLE
GENERATION SYSTEMS

TIER 1 – 10 KW or Less

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

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

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

1. Customer Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

2. Facility Information

Facility Location: _____

FPUC Account Number (if available): _____

Manufacturers Name/Address: _____

Reference or Model Number: _____

Serial Number: _____

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

3. Facility Rating Information

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

Fuel or Energy Source: _____

Anticipated In- Service Date: _____

4. Application Fee

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

5. Interconnection Study Fee

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

6. Required Documentation

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

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

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RESERVED FOR FUTURE USE

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STANDARD FORMS
STANDARD INTERCONNECTION AGREEMENT - TIER 1

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

This agreement made and entered into as of this __ day of _____,

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

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

and should be installed and operational by:

_____, _____.

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

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

- a. Equipment Manufacturers Name and Address:

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

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

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

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

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

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

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

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

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

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

11. Administrative Requirements

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

12. Net Metering

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

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

12. Net Metering (continued)

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

13. Renewable Energy Certificates - Customers shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment. Any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to the Company.

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

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

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

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

Company:

Customer:

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

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

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

Title: _____

WITNESS:

FLORIDA PUBLIC UTILITIES COMPANY
COMPANY

By: _____

Title: _____

Date: _____

Date: _____

WITNESS:

CUSTOMER

By: _____

Title: _____

Date: _____

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Florida Public Utilities

Effective: _____

Florida Public Utilities Company
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STANDARD FORMS
STANDARD INTERCONNECTION AGREEMENT – TIER 2

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

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

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

and should be installed and operational by:

_____, _____.

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

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

- a. Equipment Manufacturers Name and Address:

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

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

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

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

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

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

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

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Florida Public Utilities

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Florida Public Utilities Company
F.P.S.C. Electric Tariff
Original Volume No. II

Original Sheet No. 8.020

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

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

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

11. Administrative Requirements

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

12. Net Metering

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

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

12. Net Metering (continued)

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

13. Renewable Energy Certificates - Customers shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment. Any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to the Company.

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Original Sheet No. 8.023

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

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

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F.P.S.C. Electric Tariff
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*INTERCONNECTION AGREEMENT FOR CUSTOMER OWNED
TIER 2 RENEWABLE GENERATION SYSTEM
(Greater than 10 KW and Less than or Equal to 100 KW)
(Continued)*

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

Company:

Customer:

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Florida Public Utilities

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Original Sheet No. 8.025

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

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

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

Title: _____

WITNESS:

FLORIDA PUBLIC UTILITIES
COMPANY

By: _____

Title: _____

Date: _____

Date: _____

WITNESS:

CUSTOMER

By: _____

Title: _____

Date: _____

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Florida Public Utilities

Effective: _____

Florida Public Utilities Company
F.P.S.C. Electric Tariff
Original Volume No. II

Original Sheet No. 8.026

STANDARD FORMS
STANDARD INTERCONNECTION AGREEMENT - TIER 3

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

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

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

and should be installed and operational by:

_____, _____.

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

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

a. Equipment Manufacturers Name and Address:

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

c. Name Plate Rating (KW and Voltage):

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Original Sheet No. 8.027

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

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

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

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

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

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F.P.S.C. Electric Tariff
Original Volume No. II

Original Sheet No. 8.029

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

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

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

11. Administrative Requirements

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

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

12. Net Metering

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

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

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

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Original Volume No. II

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

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

Company:

Customer:

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

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

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

this _____ day of _____, _____.

Title: _____

WITNESS:

FLORIDA PUBLIC UTILITIES COMPANY
COMPANY

By: _____

Title: _____

Date: _____

Date: _____

WITNESS:

CUSTOMER

By: _____

Title: _____

Date: _____

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Original Volume No. II

Original Sheet No. 9.000

CONTRACTS AND AGREEMENTS

Container Corporation of America
Agreement dated December 15, 1992

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

Issued by: Jeffrey Sylvester, Chief Operating Officer
Florida Public Utilities

Effective: