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April 1, 2025

**VIA E-PORTAL**

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

**Re: [New Docket] – Petition for Approval of Standard Offer Contract, by  
Florida Public Utilities Company and Petition for Temporary Waiver of Rule  
25-17.250(1), Florida Administrative Code**

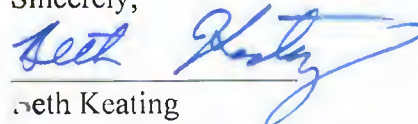
Dear Mr. Teitzman:

Attached for filing, please find Florida Public Utilities Company's Petition for Approval of 2025 Standard Offer Contract and Request for Temporary Waiver of Rule 25-17.250(1), F.A.C., regarding the annual filing requirement. Included as an attachment to the Petition are the following tariff pages:

Third Revised Sheet No. 3, First Revised Sheet No. 15, Third Revised Sheet No. 18, Third Revised Sheet No. 24, and First Revised Sheet No. 32.1

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

Sincerely,



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

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**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

<b>In re: Petition for Approval of Standard</b>	) Docket No.
<b>Offer Contract, by Florida Public Utilities</b>	)
<b>Company and Petition for Temporary</b>	) Filed: April 1, 2025
<b>Waiver of Rule 25-17.250(1), Florida</b>	)
<b>Administrative Code</b>	)

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**FLORIDA PUBLIC UTILITIES COMPANY’S PETITION FOR APPROVAL OF  
STANDARD OFFER CONTRACT AND REQUEST FOR TEMPORARY WAIVER OF  
RULE ON ANNUAL FILING**

Pursuant to Sections 366.051 and 366.91, Florida Statutes, and Rules 25-9.003, 25-17.0825, 25-17.0832, as well as Rules 25-17.200 through 25-17.310, Florida Administrative Code (“F.A.C.”), Florida Public Utilities Company (“FPUC” or “the Company”) hereby files its petition for approval of revisions to the Company's Standard Offer Contract and tariff (“Standard Offer”) addressing purchases of capacity and energy from renewable energy facilities and from small qualifying facilities. This filing reflects changes or revisions from the filing approved in Docket No. 20210068-EQ, which arise from the May 2024 All Requirements Power and Energy agreement with Florida Power & Light Company (“FPL”) and the August 2024 First Amendment to that Agreement. With this Petition, the Company submits its revised, updated Standard Offer tariff and requests that the Florida Public Service Commission (“Commission”) approve the tariff as being consistent with the Commission’s rules. In conjunction with the filing of its Standard Offer, the Company is also requesting, in accordance with Rule 28-104.002, F.A.C., that the Commission approve a temporary waiver of the annual filing requirement found in Rule 25-17.250(1), Florida Administrative Code. In further support of this Petition, FPUC states:

1) FPUC is an electric utility subject to the Commission's jurisdiction under Chapter 366, Florida Statutes. Its principal business address is:

Florida Public Utilities Company

208 Wildlight Avenue  
Yulee, Florida 32097

- 2) The name and mailing address of the persons authorized to receive notices are:

Beth Keating, Esq.  
Gunster, Yoakley & Stewart, P.A.  
215 South Monroe Street, Suite 601  
Tallahassee, Florida 32301-1839  
[bkeating@gunster.com](mailto:bkeating@gunster.com)  
(850) 521-1706

Matt Everngam  
AVP, Regulatory Affairs  
Florida Public Utilities Company/Chesapeake  
208 Wildlight Avenue  
Yulee, Florida 32097  
[mevenrngam@chpk.com](mailto:mevenrngam@chpk.com)

- 3) The Company is unaware of any material facts in dispute at this time.

4) In 2016, the Commission approved FPUC's refined standard offer tariff, which provides that "avoided costs" for purposes of purchases under the tariff and standard offer will be equal to the costs avoided by the Company's respective full requirements wholesale power supplier for its Northwest and Northeast Florida Divisions, as calculated by the power supplier in accordance with Commission Rules 25-17.0825 and 17.0832, F.A.C. The tariff expressly directs the qualifying facility to the respective full requirements wholesale provider's Cogenerator ("COG") and Renewable Tariffs for purposes of identifying the applicable avoided cost and then specifies the applicable reductions that may be applied consistent with Commission rules. While this approach eliminates the inclusion of any example or representative rate in the tariff, it ensures that the qualifying facility has greater clarity in terms of the true basis for calculation of the payment. Since then, only minor adjustments have been necessary in recent years, most notably to reflect a new full requirements provider for the Company. In 2021, after several years of submitting its standard offer with no changes, the Company again submitted its unchanged standard offer tariff, but also requested a temporary waiver of Rule 25-17.250, F.A.C., to allow it to avoid having to file unchanged Standard Offer tariffs for the remaining duration of the then-effective purchase

power contract with FPL and Gulf Power. That request was granted by Order No. 2021-0234-PAA-EQ, issued June 29, 2021, in Docket No. 20210068-EQ.

5) Now, given that the Company's Standard Offer still relies upon its wholesale provider's COG and Renewable tariffs, and given that FPUC is currently a party to a new, long-term purchase power contract with Florida Power & Light that extends through December 2032, the Company respectfully requests that the Commission grant it a variance from the annual filing requirement set forth in Rule 25-17.250(1), F.A.C., which provides that:

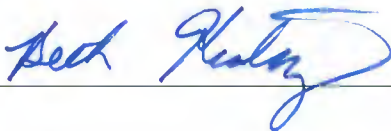
(1) Standard Offer Contract. In addition to the requirements contained in Rules 25-17.082 through 25-17.091, F.A.C., each investor owned utility shall, by April 1 of each year, file with the Commission a standard offer contract or contracts for the purchase of firm capacity and energy from renewable generating facilities and small qualifying facilities with a design capacity of 100 kW or less. A separate standard offer contract shall be based on the next avoidable fossil fueled generating unit of each technology type identified in the utility's Ten-Year Site Plan filed pursuant to Rule 25-22.071, F.A.C. Each standard offer contract based on each of the utility's avoidable units shall be consistent with the requirements of subsections 25-17.0832(4), (5) and (6), F.A.C., except as modified by this rule. Each investor-owned utility with no planned generating unit identified in its Ten-Year Site Plan shall submit a standard offer based on avoiding or deferring a planned purchase.

Specifically, the Company requests that it be granted a temporary or limited variance from the requirement to file its Standard Offer annually on April 1 of each year until such time as the Company has entered into a new contract or contracts for power supply to its electric divisions. Granting such a waiver or variance would enable the Company to avoid for up to 5 years the cost and use of resources necessary to accomplish a yearly filing that otherwise has little meaningful impact since the Company's Standard Offer will not change until its purchased power agreements change. In the event that the Company's purchased power agreements do change sooner, and in a manner that necessitates that the Company amend the Company's Standard Offer, the Company commits that it would make a revised Standard Offer filing in accordance with the Rule as soon as necessary to reflect such changes to its purchased power agreements.

6) Rule 25-17.250, F.A.C., purports to implement Sections 366.051, 366.81, 366.91 and 366.92, Florida Statutes. If the Commission approves a temporary waiver for FPUC from the annual, April 1 filing requirement, the purpose of these statutes will still be fulfilled by virtue of the fact that FPUC's existing, approved Standard Offer will remain in effect and available to cogenerators and renewable providers in Florida; thereby ensuring that appropriate rates, terms and conditions remain available for purchases by FPUC of power supplies from renewable providers and cogenerators. Granting the waiver will also avoid an unnecessary cost and allocation of resources on behalf of FPUC to produce a filing that is otherwise redundant of the prior year's filing. Likewise, it would save administrative time and expense for the agency that would otherwise be utilized to process a filing identical to the Company's prior, approved filing, and that is otherwise already in compliance with the pertinent rules and statutes.

**WHEREFORE**, FPUC respectfully requests that the Commission approve, as filed, the Company's Standard Offer Rate Schedule, Volume I, which is attached hereto as Exhibit A, and grant the Company a limited, temporary waiver from the annual filing requirement set forth in Rule 25-17.250(1), F.A.C. beginning with the filing otherwise required on April 1, 2026, and extending through December 31, 2032 or the date upon which the Company's purchased power contracts are amended, whichever occurs sooner.

RESPECTFULLY SUBMITTED this 1st day of April, 2025.

BY: 

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

*Attorneys for Florida Public Utilities Company*

EXHIBIT A

FLORIDA PUBLIC UTILITIES COMPANY

**STANDARD OFFER RATE SCHEDULES**

**FOR PURCHASES FROM COGENERATORS & RENEWABLE GENERATING  
FACILITIES**

*(Third Revised Sheet No. 3; First Revised Sheet No. 15; Third Revised Sheet No. 18; Third*

*Revised Sheet No. 24; First Revised Sheet No. 32.1)*

*(Clean and Legislative Versions)*

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*TERRITORY SERVED*

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FPUC serves the following divisions:

The Northwest Florida (Marianna) Division serves various cities and towns and rural communities in Jackson, Calhoun and Liberty Counties. Currently, Florida Power and Light is Florida Public Utilities Company's Full Requirements Wholesale Power Supplier for the Northwest Florida Division.

The Northeast Florida (Fernandina Beach) Division serves Amelia Island, located in Nassau County. Florida Power and Light is Florida Public Utilities Company's Full Requirements Wholesale Power Supplier for the Northeast Florida Division.



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*RULES AND REGULATIONS (Continued)*

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12. Reconnection of Service

When service shall have been disconnected 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 Qualifying Facility.

A. Where service was discontinued without notice,

- (1) The dangerous condition shall be removed and, if the Qualifying Facility had been warned of the condition a reasonable time before the discontinuance and had failed to remove the dangerous condition, a reconnection fee of seventy dollars (\$70.00) 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 of seventy dollars (\$70.00) shall be paid.
- (3) If reconnection is requested on the same premises after discontinuance, a reconnection fee of seventy dollars (\$70.00) shall be paid.

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 of seventy dollars (\$70.00) shall be paid.
- (2) A satisfactory guarantee of payment for all future bills shall be furnished and a reconnection fee of seventy dollars (\$70.00) shall be paid.
- (3) The violation of these Rules and Regulations shall be corrected and a reconnection fee of seventy dollars (\$70.00) shall be paid.



*SOA Rate Schedule (Continued)*

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Continued from Sheet No. 17

2. Energy Rates

- A. As-Available energy is purchased at a unit cost based on the Avoided Cost, as defined in this Tariff, as applicable to the relevant Company Division. Payments for As-Available Energy to the QF shall only be made for energy that the Company can utilize to meet total system load for the division to which the deliveries are made.
- B. Details on Florida Power and Light's avoided costs, the current Full Requirements Wholesale Power Supplier for Northwest Division, can be reviewed in their Renewable Energy Standard Offer Contract within their tariff. Details on Florida Power and Light's avoided costs, as the current Full Requirements Wholesale Power Supplier for the Northeast Division, can be reviewed in their Renewable Energy Standard Offer Contract within their Tariff.
- C. A fixed percentage factor for avoided line losses (if any) will be determined by the Company for each QF based upon the locations of the QF on the Company's distribution system and the applicable voltage level.
- D. Energy payments to a QF will be reduced by: (1) the amount of any charges assessed by the Company's Full Requirements Wholesale Power Supplier to the Company pursuant to contract as a result of the delivery of energy to the Company by the QF; and (2) any additional administrative, technical, or legal costs incurred by the Company as a direct result of the delivery of energy to the Company by the QF.

3. Negotiated Rates

Upon agreement by both the Company and the Qualifying Facility, an alternate contract rate for the purchase of As-Available Energy may be separately negotiated.

*SOF Rate Schedule (Continued)*

Continued from Sheet No. 23

Rate for Purchases by the Company

1. Capacity and Energy Rates

- A. Firm Capacity and Energy are purchased at a unit cost, based on the Avoided Cost, as defined in this Tariff, for the relevant Company Division. Payments to the QS shall only be made for capacity and energy that the Company can utilize to meet its total system load for the division to which the deliveries are made.
- B. Details on Florida Power and Light's avoided capacity and energy costs, the current Full Requirements Wholesale Power Supplier for the Northwest Division, can be reviewed in their Renewable Energy Standard Offer Contract within their Tariff. Details on Florida Power and Light's avoided capacity and energy costs, as the current Full Requirements Wholesale Power Supplier for the Northeast Division, can be reviewed in their Renewable Energy Standard Offer Contract within their Tariff.
- C. Payments will be made to the Qualifying Seller at the Avoided Cost for the applicable delivery division for each KW of billing capacity and kwh of energy provided - less: (1) the amount of any charges assessed by the Company's Full Requirements Wholesale Power Supplier to the Company pursuant to contract as a result of the delivery of energy to the Company by the QS; and (2) any additional administrative, technical, or legal costs incurred by the Company as a direct result of the delivery of energy to the Company by the QS.
- D. In the event that a delivery of energy and capacity by a QS does not allow the Company to avoid a capacity payment to its Full Requirements Wholesale Power Supplier, the QS will only be eligible for an Energy payment and will not receive payments for delivery of Billing Capacity.
- E. A fixed percentage factor for avoided line losses (if any) will be determined by the Company for each QF based upon the locations of the QF on the Company's distribution system and applicable voltage level.

2. Determination of Billing Capacity:

- A. The billing capacity in any month shall be based upon the KW capacity supplied by the QS during that month or a previous month valued at a rate equal to the Company's respective Full Requirements Wholesale Power Supplier's avoided cost of the same amount of capacity during the relevant period as calculated in accordance with FPSC Rule 25-17.0832, F.A.C. and reflected in the Full Requirements Wholesale Power Supplier's tariff on file with the FPSC.

Continued from Sheet No. 31

11. The Company reserves the right, but assumes no liability for failure so to do, to discontinue service from the Qualifying Facility for cause as follows:
- A. Without notice if a dangerous condition exists as a result of energy delivered by the Qualifying Facility to Company.
  - B. After five (5) working days' notice in writing, for a violation of the Company's Tariff Rules and Regulations which Qualifying Facility refuses or neglects to correct.

When service has been disconnected for any of the reasons set forth in this Section 11, Company shall not be required to restore service until the following conditions have been met by the Qualifying Facility:

- A. Where service was discontinued without notice, the dangerous condition shall be removed and, if the Qualifying Facility had been warned of the condition a reasonable time before the discontinuance and had failed to remove the dangerous condition, a reconnection fee of seventy dollars (\$70.00) shall be paid.
- B. Where service was discontinued with notice, the violation of Section 12 of this Agreement shall be corrected and a reconnection fee of seventy dollars (\$70.00) shall be paid.

12. Notwithstanding any other provisions of this Agreement, Company shall have the right to terminate this Agreement, by written notice to Seller giving the reasons therefore, without cause, liability or obligation, if any approval from any Governmental Body having jurisdiction thereof necessary for Company to enter into this Agreement or to allow full recovery by Company from its customers of all payments required to be made by this Agreement shall no longer be in full force and effect, and some portion or all of such payments shall have become disqualified for such recovery in contravention of FPSC Order No. 25668, issued February 23, 1992.
13. Liability insurance in the amount of two million seven hundred fifty thousand dollars (\$2,750,000.00) per occurrence for bodily injury, death, or property damage Facility's generator and interconnection shall be furnished by Qualifying Facility and certified by his agent annually and upon any change of policy.
14. With the exception of Workers' Compensation, Company shall be named as an additional insured under the Qualifying Facility's Insurance. The Qualifying Facility's Insurance shall be deemed primary to any coverage maintained by Company and shall provide, to extent allowed by law, for the waiver of any rights of subrogation against the Company. Any

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*TERRITORY SERVED*

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*RULES AND REGULATIONS (Continued)*

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12. Reconnection of Service

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A. Where service was discontinued without notice,

- (1) The dangerous condition shall be removed and, if the Qualifying Facility had been warned of the condition a reasonable time before the discontinuance and had failed to remove the dangerous condition, a reconnection fee of ~~fifty two~~ seventy dollars (\$~~52~~70.00) shall be paid.
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*SOA Rate Schedule (Continued)*

Continued from Sheet No. 17

2. Energy Rates

- A. As-Available energy is purchased at a unit cost based on the Avoided Cost, as defined in this Tariff, as applicable to the relevant Company Division. Payments for As-Available Energy to the QF shall only be made for energy that the Company can utilize to meet total system load for the division to which the deliveries are made.
- B. Details on ~~Gulf-Florida Power and Light~~Power's avoided costs, the current Full Requirements Wholesale Power Supplier for Northwest Division, can be reviewed in their Renewable Energy Standard Offer Contract within their tariff ~~can be reviewed in their Rate Schedule COG-1~~. Details on Florida Power and Light's avoided costs, as the current Full Requirements Wholesale Power Supplier for the Northeast Division, can be reviewed in their Renewable Energy Standard Offer Contract within their Tariff.
- C. A fixed percentage factor for avoided line losses (if any) will be determined by the Company for each QF based upon the locations of the QF on the Company's distribution system and the applicable voltage level.
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- B. Details on ~~Gulf~~ Florida Power and Light's avoided capacity and energy costs, the current Full Requirements Wholesale Power Supplier for the Northwest Division, can be reviewed in their Renewable Energy Standard Offer Contract within their Tariff ~~can be reviewed in their Rate Schedule COG-2~~. Details on Florida Power and Light's avoided capacity and energy costs, as the current Full Requirements Wholesale Power Supplier for the Northeast Division, can be reviewed in their Renewable Energy Standard Offer Contract within their Tariff.
- C. Payments will be made to the Qualifying Seller at the Avoided Cost for the applicable delivery division for each KW of billing capacity and kwh of energy provided - less: (1) the amount of any charges assessed by the Company's Full Requirements Wholesale Power Supplier to the Company pursuant to contract as a result of the delivery of energy to the Company by the QS; and (2) any additional administrative, technical, or legal costs incurred by the Company as a direct result of the delivery of energy to the Company by the QS.
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2. Determination of Billing Capacity:

- A. The billing capacity in any month shall be based upon the KW capacity supplied by the QS during that month or a previous month valued at a rate equal to the Company's respective Full Requirements Wholesale Power Supplier's avoided cost of the same amount of capacity during the relevant period as calculated in accordance with FPSC Rule 25-17.0832, F.A.C. and



Florida Public Utilities Company  
F.P.S.C. Standard Offer Rate Schedule  
24

~~Second~~Third Revised Sheet No.

Original Volume No. I

Cancels ~~First~~Second Revised Sheet No. 24

reflected in the Full Requirements Wholesale Power Supplier's tariff on file  
with the FPSC.

