

BCC Mtg. Date: September 22, 2020

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Review of 2020-2029 Storm Protection Plan pursuant to Rule 25-6.030, F.A.C., Tampa Electric Company.

DOCKET NO. 20200067-EI

In re: Review of 2020-2029 Storm Protection Plan pursuant to Rule 25-6.030, F.A.C., Duke Energy Florida, LLC.

DOCKET NO. 20200069-EI

In re: Review of 2020-2029 Storm Protection Plan pursuant to Rule 25-6.030, F.A.C., Gulf Power Company.

DOCKET NO. 20200070-EI

In re: Review of 2020-2029 Storm Protection Plan pursuant to Rule 25-6.030, F.A.C., Florida Power & Light Company.

DOCKET NO. 20200071-EI

In re: Storm protection plan cost recovery clause.

DOCKET NO. 20200092-EI
ORDER NO. PSC-2020-0293-AS-EI
ISSUED: August 28, 2020

The following Commissioners participated in the disposition of this matter:

GARY F. CLARK, Chairman
ART GRAHAM
JULIE I. BROWN
DONALD J. POLMANN
ANDREW GILES FAY

APPEARANCES:

JAMES D. BEASLEY, J. JEFFRY WAHLEN, and MALCOLM N. MEANS, ESQUIRES, Post Office Box 391, Tallahassee, Florida 32302
On behalf of Tampa Electric Company (TECO).

DIANNE M. TRIPLETT, ESQUIRE, 299 First Avenue North, St. Petersburg, FL 33701 and MATTHEW R. BERNIER, ESQUIRE, 106 E. College Avenue, Suite 800, Tallahassee, Florida 32301
On behalf of Duke Energy Florida, LLC (DEF).

Received by: Clerk of BCC 8/31/2020 JK
c: County Mayor
Commissioner Districts 2, 3 & 6 only
County Administrator
Utilities Department Director Ray Hanson

RUSSELL A. BADDERS, ESQUIRE, One Energy Place, Pensacola, FL 32520
and JASON A. HIGGINBOTHAM and JOHN T. BURNETT, ESQUIRES, 700
Universe Boulevard, Juno Beach, Florida 33408-0420
On behalf of Gulf Power Company (Gulf).

CHRISTOPHER T. WRIGHT and JOHN T. BURNETT, ESQUIRES, 700
Universe Boulevard, Juno Beach, Florida 33408-0420
On behalf of Florida Power & Light Company (FPL).

JON C. MOYLE, JR. and KAREN PUTNAL, ESQUIRES, 118 North Gadsden
Street, Tallahassee, Florida 32312
On behalf of Florida Industrial Power Users Group (FIPUG).

JAMES W. BREW and LAURA WYNN BAKER, ESQUIRES, Stone Mattheis
Xenopoulos & Brew, PC, 1025 Thomas Jefferson Street, NW, Eighth Floor, West
Tower, Washington, District of Columbia 20007
On behalf of White Springs Agricultural Chemicals, Inc. d/b/a PCS Phosphate –
White Springs (PCS).

PATRICIA A. CHRISTENSEN, A. MIREILLE FALL-FRY, CHARLES
REHWINKEL, and THOMAS A. (TAD) DAVID, ESQUIRES, 111 West
Madison Street, Room 812, Tallahassee, Florida 32399-1400
On behalf of Office of Public Counsel (OPC).

STEPHANIE U. EATON, ESQUIRE, 110 Oakwood Drive, Suite 500, Winston-
Salem, North Carolina 27103 and DERRICK PRICE WILLIAMSON and
BARRY A. NAUM, ESQUIRES, 1100 Bent Creek Boulevard, Suite 101,
Mechanicsburg, Pennsylvania 17050
On behalf of Walmart Inc. (Walmart).

RACHAEL DZIECHCIARZ and CHARLES MURPHY, ESQUIRES, Florida
Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida
32399-0850
On behalf of the Florida Public Service Commission (Staff).

MARY ANNE HELTON, ESQUIRE, Deputy General Counsel, Florida Public
Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-
0850
Advisor to the Florida Public Service Commission.

KEITH C. HETRICK, ESQUIRE, General Counsel, Florida Public Service
Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850
Florida Public Service Commission General Counsel.

FINAL ORDER APPROVING SETTLEMENT AGREEMENTS
SUBMITTED BY GULF POWER COMPANY, FLORIDA POWER & LIGHT COMPANY,
DUKE ENERGY FLORIDA, LLC, AND TAMPA ELECTRIC COMPANY
AND
FINAL ORDER APPROVING TAMPA ELECTRIC COMPANY'S
MOTION TO APPROVE REVISED TARIFF

BY THE COMMISSION:

Background

Section 366.96(3), Florida Statutes (F.S.), requires each public utility to file a transmission and distribution storm protection plan (SPP) that covers the immediate 10-year planning period, and explains the systematic approach the utility will follow to achieve the objectives of reducing restoration costs and outage times associated with extreme weather events and enhancing reliability. Pursuant to Section 366.96(5) and (6), F.S., every three years the Florida Public Service Commission (Commission) is required to determine whether it is in the public interest to approve, approve with modification, or deny each utility's transmission and distribution storm protection plan filed in accordance with Commission Rule 25-6.030, Florida Administrative Code (F.A.C.). In addition, Section 366.96(7), F.S., requires us to conduct a proceeding, to be referred to as the storm protection plan cost recovery clause (SPPCRC), to determine a utility's prudently incurred plan costs and allow the utility to recover such costs through a charge separate and apart from its base rates in accordance with Rule 25-6.031, F.A.C.

The following dockets were opened to address the SPPs for each of the electric utilities that are subject to the requirements of Section 366.96, F.S.:

- Docket No. 20200067-EI – Tampa Electric Company (TECO) SPP docket
- Docket No. 20200068-EI – Florida Public Utilities Company (FPUC) SPP docket
- Docket No. 20200069-EI – Duke Energy Florida, LLC (DEF) SPP docket
- Docket No. 20200070-EI – Gulf Power Company (Gulf) SPP docket
- Docket No. 20200071-EI – Florida Power & Light Company (FPL) SPP docket

The FPUC SPP docket was closed by Order No. PSC-2020-0097-PCO-EI, issued on April 6, 2020; the remaining dockets were consolidated for the hearing. The Office of Public Counsel (OPC), Walmart Inc. (Walmart), and Florida Industrial Power Users Group (FIPUG) were granted intervention in the TECO, DEF, Gulf, and FPL SPP dockets. White Springs Agricultural Chemicals, Inc. d/b/a PCS Phosphate – White Springs (PCS) was granted intervention in DEF's SPP docket. Docket No. 20200092-EI (SPPCRC docket) was opened to address the SPPCRC for the utilities that submitted SPPs. OPC, Walmart, PCS, and FIPUG were also granted intervention in the SPPCRC docket.

Gulf, FPL, DEF, and TECO entered into Settlement Agreements prior to the administrative hearing. Accordingly, we held an administrative hearing on August 10, 2020, to

hear oral argument from the parties in support of each Settlement Agreement to which it is a signatory, to admit testimony and documentary evidence into the record, and to consider each of the Settlement Agreements.

A. Gulf and FPL Settlement Agreement

On July 27, 2020, Gulf, FPL, OPC, and Walmart submitted a Joint Motion for Expedited Approval of a Stipulation and Settlement Agreement in the Gulf and FPL SPP dockets and the SPPCRC docket, and attached a Settlement Agreement to the Motion (Gulf and FPL Settlement Agreement). The Gulf and FPL Settlement Agreement, attached hereto as Attachment A, is signed and executed by Gulf, FPL, OPC, and Walmart (collectively, the Gulf and FPL Settlement Agreement Signatories). FIPUG took no position on the Joint Motion for Expedited Approval of a Stipulation and Settlement Agreement. PCS is not a party to the Gulf and FPL SPP dockets.

The Gulf and FPL Settlement Agreement Signatories contend that the Gulf and FPL Settlement Agreement resolves all matters in the Gulf and FPL SPP dockets, and also provides a partial resolution of Gulf and FPL's matters in the SPPCRC docket. The Gulf and FPL Settlement Agreement Signatories further contend that approving the stipulations set forth in the Settlement Agreement will promote administrative and regulatory efficiency in those dockets. The Gulf and FPL Settlement Agreement Signatories argue that when considered as a whole, the Gulf and FPL Settlement Agreement fairly and reasonably balances the interests of the customers and utilities, is consistent with the stated purpose and intent of Section 366.96, F.S., and is in the public interest.

Key provisions of the Gulf and FPL Settlement Agreement include:

- The Signatories agree that the record supports a finding that the following Gulf SPP programs are in the public interest, and that Gulf proceeding to implement the following SPP programs is not evidence of imprudence:
 - Gulf Distribution Inspection Program
 - Gulf Transmission Inspection Program
 - Gulf Vegetation Management – Distribution Program
 - Gulf Vegetation Management – Transmission Program
 - Gulf Distribution Feeder Hardening Program
 - Gulf Transmission Hardening Program, including Gulf's Transmission and Substation Resiliency Program and Gulf's Substation Flood Monitoring and Hardening Program
- The Signatories agree that Gulf's pilot Distribution Hardening – Lateral Undergrounding Program, limited for the years 2020-2022 in the amounts reflected for those years in Gulf's SPP, shall be approved for the years 2020-2022. For Distribution Hardening – Lateral Undergrounding Program activities for the year 2023, Gulf shall file an SPP update in 2022 in order to seek recovery of costs for such 2023 activities in 2023. The Signatories further agree that their consent to this pilot program under the terms of the Gulf and FPL Settlement

Agreement will not be binding upon or have any precedential value on any future lateral undergrounding program or projects that Gulf may propose in future SPPs or otherwise.

- The Signatories agree that the record supports a finding that the following FPL SPP programs are in the public interest, and that FPL proceeding to implement the following SPP programs is not evidence of imprudence:
 - FPL Pole Inspections – Distribution Program
 - FPL Structures/Other Equipment Inspections – Transmission Program
 - FPL Feeder Hardening (EWL) – Distribution Program
 - FPL Wood Structures Hardening (Replacing) – Transmission Program
 - FPL Substation Storm Surge/Flood Mitigation Program, for the 10 substations identified in FPL’s SPP on page 31 (*See* Exhibit No. 12 of the Comprehensive Exhibit List, Exhibit MJ-1, page 35 of 48)
 - FPL Vegetation Management – Distribution Program
 - FPL Vegetation Management – Transmission Program
- The Signatories agree that with regard to FPL’s Distribution Lateral Hardening – Undergrounding Program, FPL shall continue this program as a pilot through 2022 (Continued Pilot). The Signatories retain all rights to assert or challenge the reasonableness of FPL’s projected costs and prudence of FPL’s actual costs on individual projects under this program in the SPPCRC. For Distribution Lateral Hardening – Undergrounding Program activities for the year 2023, FPL shall file an SPP update in 2022 in order to seek recovery of costs for such 2023 activities in 2023. The Signatories further agree that their consent to this Continued Pilot program under the terms of this Gulf and FPL Settlement Agreement will not be binding upon or have any precedential value on any future lateral undergrounding program or projects that FPL may propose in future SPPs or otherwise.
- The Signatories agree that approval of the Gulf and FPL Settlement Agreement does not include or imply a determination of prudence for any particular project under a given program. OPC retains the right to challenge the prudence or reasonableness of any projects or costs for any project submitted through the SPPCRC docket.
- The Signatories agree that Gulf and FPL will work with Walmart to discuss and evaluate new potential SPP programs prior to filing its next SPP.
- The Signatories agree that FPL and Gulf will not seek recovery of any SPP program O&M expenses incurred in 2020 or 2021 through the SPPCRC. FPL and Gulf will address the recovery of future SPP program O&M expenses in their next base rate cases, including whether such O&M expenses are to be recovered through base rates or through the SPPCRC.
- The Signatories agree to the manner by which Gulf and FPL may seek recovery of and return on capital expenditures and assets related to the SPP programs approved in Docket Nos. 20200070-EI and 20200071-EI.

B. DEF Settlement Agreement

On July 31, 2020, DEF, OPC, and PCS filed a Joint Motion for Expedited Approval of Settlement Agreement in the DEF SPP docket, and attached a Settlement Agreement to the Motion (DEF Settlement Agreement).¹ The DEF Settlement Agreement, attached hereto as Attachment B, is signed and executed by DEF, OPC, PCS, and Walmart (collectively, the DEF Settlement Agreement Signatories).² FIPUG took no position on the Joint Motion for Expedited Approval of a Stipulation and Settlement Agreement.

The DEF Settlement Agreement Signatories contend that the DEF Settlement Agreement resolves all matters in DEF's SPP docket, and that approving the stipulations set forth in the DEF Settlement Agreement will promote administrative and regulatory efficiency. The DEF Settlement Agreement Signatories argue that when considered as a whole, the DEF Settlement Agreement fairly and reasonably balances the interests of the customers and the utility, is consistent with the stated purpose and intent of Section 366.96, F.S., and is in the public interest.

Key provisions of the DEF Settlement Agreement include:

- The Signatories agree that the record supports a finding that the following DEF SPP programs are in the public interest, and that DEF proceeding to implement the following SPP programs is not evidence of imprudence:
 - DEF Feeder Hardening Program
 - DEF Lateral Hardening Program
 - DEF Self-Optimizing Grid – SOG Program
 - DEF Underground Flood Mitigation Program
 - DEF Distribution Vegetation Management Program
 - DEF Transmission Structure Hardening Program
 - DEF Substation Flood Mitigation Program
 - DEF Loop Radially-Fed Substations Program
 - DEF Substation Hardening Program
 - DEF Transmission Vegetation Management Program
- The Signatories agree that DEF will file its updated SPP for the period 2023-2032, and that DEF will not materially expand the scope of the programs and associated expenditures it seeks to recover for the years 2020-2022 beyond those that are included in the estimates shown on page 40 of Exhibit JWO-2, filed on April 10, 2020, updated on June 24, 2020 (*See* Exhibit No. 6 of the Comprehensive Exhibit List), and as modified in the filing made on July 24, 2020, in the SPPCRC docket.

¹ This is the second Motion for Settlement Agreement submitted by DEF in Docket No. 20200069-EI. The first Motion for Settlement Agreement was submitted on July 17, 2020, in Docket Nos. 20200069-EI and 20200092-EI; however, this first motion only impacts the SPPCRC docket. By Order No. PSC-2020-0273-PCO-EI, issued on July 31, 2020, the first Motion for Settlement Agreement (submitted on July 17, 2020), was scheduled for our review on September 1, 2020.

² The DEF Settlement Agreement was updated on August 3, 2020, to reflect Walmart as a signatory. The updated agreement is attached hereto as Attachment B.

- The Signatories agree that DEF will base its requests for cost recovery through the SPPCRC for the years 2023, 2024 and 2025 on the SPP update to be filed in 2022.
- The Signatories agree that the approval shall not include or imply any determination of prudence for any particular project under said program, and that Signatories retain the right to challenge the prudence or reasonableness of any projects or costs for any project submitted through the SPPCRC.

C. TECO Settlement Agreement

On August 3, 2020, TECO filed a Motion to Approve Stipulation and Settlement Agreement in TECO's SPP docket and the SPPCRC docket, and attached a Settlement Agreement to the Motion (TECO Settlement Agreement).³ The TECO Settlement Agreement, attached hereto as Attachment C, is signed and executed by TECO, OPC, FIPUG, and Walmart (collectively, the TECO Settlement Agreement Signatories). PCS is not a party to the TECO SPP docket.

The TECO Settlement Agreement Signatories contend that the TECO Settlement Agreement resolves all matters in TECO's SPP docket and all matters with respect to TECO in the SPPCRC docket, and that approving the stipulations set forth in the TECO Settlement Agreement will promote administrative and regulatory efficiency. The TECO Settlement Agreement Signatories argue that when considered as a whole, the TECO Settlement Agreement fairly and reasonably balances the interests of the customers and utility, is consistent with the stated purpose and intent of Section 366.96, F.S., and is in the public interest.

Key provisions of the TECO Settlement Agreement include:

- The Signatories agree that the record supports a finding that the following TECO SPP programs are in the public interest, and that TECO proceeding to implement the following programs in 2020, 2021, and 2022 is not evidence of imprudence:
 - TECO Distribution Lateral Undergrounding Program
 - TECO Vegetation Management Program
 - TECO Transmission Asset Upgrades Program
 - TECO Distribution Overhead Feeder Program
 - TECO Transmission Access Enhancement Program
 - TECO Infrastructure Inspection Program
 - TECO Legacy Storm Hardening Plan Initiatives Program
- The Signatories agree that the record supports a Commission finding that TECO's proposed study for the Substation Extreme Weather Hardening Program is in the

³ This is the second Motion for Settlement Agreement submitted by TECO in Docket No. 20200067-EI. The first Motion for Settlement Agreement was submitted on April 27, 2020, in Docket Nos. 20200067-EI and 20200092-EI, as well as several other impacted dockets. TECO's first Motion for Settlement Agreement was approved by this Commission on June 30, 2020, by Order No. PSC-2020-0224-AS-EI.

- public interest and that TECO proceeding with the study is not evidence of imprudence.
- The Signatories agree that approval of the SPP and programs shall not include or imply any determination of prudence for any project in a program. Except as provided in paragraphs 19-26 of the TECO Settlement Agreement, the Signatories retain the right to challenge the prudence or reasonableness of any project or costs for any project submitted through the SPPCRC during a true-up proceeding in 2021 or thereafter.
 - The Signatories agree that TECO will work with Walmart to discuss and evaluate new potential SPP programs prior to filing its next SPP, and that this effort shall be separate from and supplemental to the activity specified in paragraph 15(c) of TECO's prior Settlement Agreement, approved by this Commission by Order No. PSC-2020-0224-AS-EI. (OPC and FIPUG took no position on this provision.)
 - TECO will file an updated SPP in early 2022. If approved by the Commission, the Signatories intend that the 2022 updated SPP will form the basis for cost recovery of SPP activities in 2023, 2024, and 2025, and that TECO will then next be required to file an updated SPP for approval again in 2025. TECO agrees it will not materially expand the scope of the programs and associated expenditures it seeks to recover in the SPPCRC for the years 2020 – 2022 beyond those that are included in the estimates shown in TECO's SPP filed on April 10, 2020, and as modified in the filing made on July 24, 2020, in the SPPCRC docket. TECO will base its requests for cost recovery through the SPPCRC for the years 2023, 2024, and 2025 on the SPP update to be filed in 2022.
 - The Signatories agree that the direct testimony and exhibits filed by TECO in Docket No. 20200092-EI shall be inserted into the evidentiary record in Docket No. 20200092-EI, and agree to waive cross examination of those witnesses.
 - The Signatories agree that there is an evidentiary basis to support TECO's petition for approval of 2020-2021 costs associated with its 2020-2029 SPP, filed on July 24, 2020, in Docket No. 20200092-EI, and the petition shall be granted.
 - The Signatories agree that there is an evidentiary basis to approve the costs incurred for development of TECO's 2020-2029 SPP proposed for recovery in the SPPCRC and that those costs are reasonable and eligible for cost recovery through the SPPCRC, subject to a prudence review of actual costs in the applicable SPPCRC proceeding.
 - The Signatories agree that nothing in the TECO Settlement Agreement shall be construed to prevent any party from challenging the reasonableness or prudence of SPP projects or costs of any projects in any future SPPCRC proceedings.
 - The Signatories agree that TECO's Motion to Approve Revised Tariff, dated July 31, 2020, shall be approved so that the approximately \$15 million base rate reduction contemplated in paragraph 11 of TECO's prior Settlement Agreement can be implemented concurrently with the implementation of the new SPPCRC cost recovery factors, effective the first billing cycle of January 2021.

D. TECO's Motion to Approve Revised Tariff

On July 31, 2020, TECO filed a Motion to Approve Revised Tariff (TECO Motion) in the SPPCRC docket, attached hereto as Attachment D. TECO agreed to submit the motion as a condition of its prior Settlement Agreement, approved by this Commission by Order No. PSC-2020-0224-AS-EI, issued on June 30, 2020. In addition, TECO requested approval of the motion in the TECO Settlement Agreement before us today. The TECO Motion contains the revised tariffs necessary to implement a one-time base rate reduction of approximately \$15 million.

Decision

The standard for approval of a settlement agreement is whether it is in the public interest.⁴ A determination of public interest requires a case-specific analysis based on consideration of the proposed settlement taken as a whole.⁵ Approving the Gulf and FPL Settlement Agreement, the DEF Settlement Agreement, and the TECO Settlement Agreement promotes regulatory economy and administrative efficiency, and avoids the time and expense associated with litigating the settled issues in the various existing and continuing Commission dockets.

Based upon the parties' motions, our review of the Settlement Agreements, and the evidence and testimony on the record, we find that the Gulf and FPL Settlement Agreement, the DEF Settlement Agreement, and the TECO Settlement Agreement are in the public interest and are hereby approved. The Settlement Agreements resolve all of the issues in the SPP dockets for Gulf, FPL, DEF, and TECO (Docket Nos. 20200067-EI, 20200069-EI, 20200070-EI, and 20200071-EI). The Gulf and FPL Settlement Agreement also provides a partial resolution of Gulf and FPL's matters in the SPPCRC docket, and the TECO Settlement Agreement resolves all matters with respect to TECO in the SPPCRC docket.

Furthermore, based on our approval of the TECO Settlement Agreement, we hereby approve TECO's associated Motion to Approve Revised Tariff, so that the approximately \$15 million base rate reduction can be implemented concurrently with the implementation of TECO's new SPPCRC cost recovery factors effective the first billing cycle of January 2021.

⁴ Order No. PSC-13-0023-S-EI, issued on January 14, 2013, in Docket No. 120015-EI, *In re: Petition for increase in rates by Florida Power & Light Company*; Order No. PSC-11-0089-S-EI, issued February 1, 2011, in Docket Nos. 080677 and 090130, *In re: Petition for increase in rates by Florida Power & Light Company* and *In re: 2009 depreciation and dismantlement study by Florida Power & Light Company*; Order No. PSC-10-0398-S-EI, issued June 18, 2010, in Docket Nos. 090079-EI, 090144-EI, 090145-EI, 100136-EI, *In re: Petition for increase in rates by Progress Energy Florida, Inc.*, *In re: Petition for limited proceeding to include Bartow repowering project in base rates*, by *Progress Energy Florida, Inc.*, *In re: Petition for expedited approval of the deferral of pension expenses, authorization to charge storm hardening expenses to the storm damage reserve, and variance from or waiver of Rule 25-6.0143(1)(c), (d), and (f), F.A.C.*, by *Progress Energy Florida, Inc.*, and *In re: Petition for approval of an accounting order to record a depreciation expense credit*, by *Progress Energy Florida, Inc.*; Order No. PSC-05-0945-S-EI, issued September 28, 2005, in Docket No. 050078-EI, *In re: Petition for rate increase by Progress Energy Florida, Inc.*

⁵ Order No. PSC-13-0023-S-EI, at p. 7.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the stipulations, findings, and rulings herein are hereby approved. It is further

ORDERED that Gulf Power Company, Florida Power & Light Company, Duke Energy Florida, LLC, and Tampa Electric Company shall abide by the stipulations, findings, and rulings herein which are applicable to it. It is further

ORDERED that the Settlement Agreement submitted on July 27, 2020, by Gulf Power Company and Florida Power and Light Company in Docket Nos. 20200070-EI and 20200071-EI, attached hereto as Attachment A, is approved. It is further

ORDERED that the Settlement Agreement submitted on July 31, 2020, and subsequently updated on August 3, 2020, by Duke Energy Florida, LLC in Docket No. 20200069-EI, attached hereto as Attachment B, is approved. It is further

ORDERED that the Settlement Agreement submitted on August 3, 2020, by Tampa Electric Company in Docket No. 20200067-EI, attached hereto as Attachment C, is approved. It is further

ORDERED that the Motion to Approve Revised Tariff, submitted by Tampa Electric Company in Docket No. 20200092-EI, attached hereto as Attachment D, is approved. It is further

ORDERED that Docket Nos. 20200067-EI, 20200069-EI, 20200070-EI, and 20200071-EI are hereby closed. It is further

ORDERED that the testimony and exhibits filed by Tampa Electric Company in Docket No. 20200092-EI shall be inserted into the evidentiary record at the administrative hearing for Docket No. 20200092-EI at the appropriate time. It is further

ORDERED that Docket No. 20200092-EI shall remain open for future resolution by the Commission for the issues that remain in that docket.

ORDER NO. PSC-2020-0293-AS-EI
DOCKET NOS. 20200067-EI, 20200069-EI,
20200070-EI, 20200071-EI, 20200092-EI
PAGE 11

By ORDER of the Florida Public Service Commission this 28th day of August, 2020.



ADAM J. TEITZMAN
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
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Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

RAD

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice shall not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

FILED 7/27/2020
DOCUMENT NO. 04067-2020
FPSC - COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Review of 2020-2029 Storm Protection Plan pursuant to Rule 25-6.030, F.A.C., Gulf Power Company	Docket No. 20200070-EI
Review of 2020-2029 Storm Protection Plan pursuant to Rule 25-6.030, F.A.C., Florida Power & Light Company	Docket No. 20200071-EI
In re: Storm Protection Plan Cost Recovery Clause	Docket No. 20200092-EI
	Filed July 27, 2020

**JOINT MOTION OF THE OFFICE OF PUBLIC COUNSEL,
GULF POWER COMPANY, FLORIDA POWER & LIGHT COMPANY,
WALMART INC. FOR EXPEDITED APPROVAL OF A
STIPULATION AND SETTLEMENT AGREEMENT**

Pursuant to Rule 28-106.204(1), Florida Administrative Code (“F.A.C.”), the Office of Public Counsel (“OPC”), Gulf Power Company (“Gulf”), Florida Power & Light Company (“FPL”), and Walmart Inc. (“Walmart”) (unless the context clearly requires otherwise, the term “Party” or “Parties” means a signatory to this Joint Motion), by and through their respective undersigned counsel, hereby file this Joint Motion and request that the Florida Public Service Commission (“Commission”) review and approve on an expedited basis the Stipulation and Settlement Agreement (“Agreement”), provided as Attachment A to this Joint Motion, as a full and complete resolution of all matters in Docket Nos. 20200070-EI and 20200071-EI and a partial resolution of significant matters in Docket No. 20200092-EI in accordance with Section 120.57(4), Florida Statutes (“F.S.”), and enter a final order reflecting such approval to effectuate implementation of the Agreement. In support of this motion, the Parties jointly state as follows:

1. On June 27, 2019, the Governor of Florida signed CS/CS/CS/SB 796 addressing Storm Protection Plan Cost Recovery, which was codified in Section 366.96, F.S. Therein, the

Florida Legislature directed each utility to file a ten-year Storm Protection Plan (“SPP”) that explains the storm hardening programs and projects the utility will implement to achieve the legislative objectives of reducing restoration costs and outage times associated with extreme weather events and enhancing reliability. *See* Section 366.96(3), F.S. The Florida Legislature also directed the Commission to conduct an annual proceeding to determine the utility’s prudently incurred SPP costs and to allow the utility to recover such costs through a charge separate and apart from its base rates, to be referenced as the Storm Protection Plan Cost Recovery Clause (“SPPCRC”). *See* Section 366.96(7), F.S.

2. Rule 25-6.030, F.A.C., requires each utility to file an updated SPP at least every three years that covers the utility’s immediate ten-year planning period. Rule 25-6.031(2), F.A.C., provides that after a utility has filed its SPP it may petition the Commission for recovery of the costs associated with the SPP and implementation activities.

3. On March 3, 2020, the Commission opened Docket No. 20200070-EI for the Gulf SPP and Docket No. 20200071-EI for the FPL SPP. On March 13, 2020, the Commission opened Docket No. 20200092-EI for the SPPCRC proceedings for all Investor Owned Utilities.

4. On March 11, 2020, the Prehearing Officer issued the Order Establishing Procedure, Order No. PSC-2020-0073-PCO-EI, in the SPP dockets, including Docket Nos. 20200070-EI and 20200071-EI. The Order Establishing Procedure consolidated the SPP dockets for all utilities for purposes of hearings and disposition.

5. On April 10, 2020, FPL filed its Petition requesting Commission approval of the 2020-2029 SPP. In support, FPL submitted the direct testimony of FPL witness Jarro, together with Exhibit MJ-1 – Florida Power & Light Company 2020-2029 Storm Protection Plan. Exhibit MJ-1 was subsequently corrected by an errata submitted on May 12, 2020, correcting an

inadvertent error on pages 46 and 47 and by a second errata submitted on July 13, 2020, correcting a scrivener's error on page 2 of Appendix C.

6. On April 10, 2020, Gulf filed its Petition requesting Commission approval of the 2020-2029 SPP. In support, Gulf submitted the direct testimony of Gulf witness Spoor, together with Exhibit MS-1 – Gulf Power & Company 2020-2029 Storm Protection Plan.

7. On May 29, 2020, the Prehearing Officer issued the Order Establishing Procedure, Order No. PSC-2020-0170-PCO-EI, in the SPPCRC docket, Docket No. 20200092. Pursuant thereto, Gulf and FPL filed their petitions for the SPPCRC on July 24, 2020.

8. On May 26, 2020, OPC submitted the direct testimonies of OPC witnesses Smith and Mara, together with supporting exhibits, in both the Gulf and FPL SPP dockets. On June 18, 2020, OPC submitted an errata in the FPL SPP docket correcting an error on page 13, line 14 of the direct testimony of OPC witness Mara.

9. Also on May 26, 2020, Walmart submitted the direct testimonies of Walmart witness Chriss and Perry in both the Gulf and FPL dockets.

10. On June 26, 2020, FPL submitted the rebuttal testimony of FPL witness Jarro and Gulf submitted the rebuttal testimony of Gulf witness Spoor, together with Exhibits MS-2 and MS-3.

11. The parties have engaged in extensive discovery in both the SPP and SPPCRC dockets. Through this process, the Parties thoroughly reviewed and evaluated FPL's 2020-2029 SPP and Gulf's 2020-2029 SPP. Additionally, OPC has raised the issue of whether the Gulf and FPL SPP costs proposed to be recovered through the SPPCRC include costs recovered through base rates, which is prohibited by Section 366.96(8), F.S., and Rule 25-6.031(6)(b), F.A.C.

12. As a direct result of these efforts, the Parties ultimately entered into the proposed Agreement to resolve all issues raised in the Gulf and FPL SPP dockets, Docket Nos. 20200070-

EI and 20200071-EI, respectively, and have established the reasonable costs which the Commission has a record basis to authorize FPL and Gulf to recover them through the SPPCRC in 2021, subject to Commission review for prudence in the normal course of the clause proceedings, assuming the Gulf and FPL SPPs are approved with modifications set forth in the Attached Settlement Agreement. The Parties hereby jointly request that the Commission review and approve the Agreement in its entirety and without modification.

13. The Commission has a “long history of encouraging settlements, giving great weight and deference to settlements, and enforcing them in the spirit in which they were reached by the parties.” *Re Florida Power & Light Company*, Docket No. 20050045-EI, Order No. PSC-2005-0902-S-EI (FPSC Sept. 14, 2005). The proper standard for the Commission’s approval of a settlement agreement is whether it is in the public interest. *Sierra Club v. Brown*, 243 So.3d 903, 910-913 (Fla. 2018) (citing *Citizens of State v. FPSC*, 146 So.3d 1143, 1164 (Fla. 2014)); *see also Gulf Coast Elec. Coop., Inc. v. Johnson*, 727 So.2d 259, 264 (Fla. 1999) (“[I]n the final analysis, the public interest is the ultimate measuring stick to guide the PSC in its decisions”).¹

14. The proposed Agreement represents a reasonable compromise of competing positions and is a full and complete resolution of all matters in Docket Nos. 20200070 and 20200071 and a partial resolution of significant matters in Docket No. 20200092. If approved by the Commission, the Agreement will establish a series of stipulations that will reduce the issues to

¹ The Florida Supreme Court has explained that the “determination of what is in the public interest rests exclusively with the Commission.” *Citizens*, 146 So.3d at 1173. The Commission has broad discretion in deciding what is in the public interest and may consider a variety of factors in reaching its decision. *See Re The Woodlands of Lake Placid L.P.*, Docket No. 20030102-WS, Order No. PSC-2004-1162-FOF-WS, p. 7, (FPSC Nov. 22, 2004); *In Re: Petition for approval of plan to bring generating units into compliance with the Clean Air Act by Gulf Power Company*, Docket No. 19921155-EI, Order No. PSC-1993-1376-FOF-EI, p. 15 (FPSC Sept. 20, 2003). However, the Commission is not required to resolve the merits of every issue independently. *Sierra Club*, 243 So.3d at 913 (citing *Citizens*, 146 So.3d at 1153). Rather, a “determination of public interest requires a case-specific analysis based on consideration of the proposed settlement taken as a whole.” *In re: Petition for Rate Increase by Gulf Power Co.*, Docket No. 20160186-EI, Order No. PSC-2017-0178-S-EI, 2017 WL 2212158, at *6 (FPSC May 16, 2017).

be litigated in Docket Nos. 20200070-EI, 20200071-EI, and 20200092-EI (with regards to Gulf and FPL). Approving these stipulations should also reduce the volume of discovery in the SPPCRC docket, clarify the issues to be litigated for Gulf and FPL in both dockets, and promote administrative and regulatory efficiency in those dockets.

15. The Parties will work in earnest to review and, if possible, stipulate and settle any remaining issues in the SPPCRC docket, Docket No. 20200092-EI.

16. The terms of the proposed Agreement reflect the Parties' assessments of their respective litigation positions, as well as their efforts to reach a reasonable and mutually acceptable compromise. The Parties entered into the proposed Agreement, each for their own reasons, but all in recognition that the cumulative total of the regulatory activity before the Commission—now and for the rest of 2020 and through 2021—is anticipated to be greater than normal. To maximize the administrative and regulatory efficiency benefits inherent in the proposed Agreement for the Parties and the Commission, and given that discovery in the SPPCRC docket is anticipated to begin in earnest with the filing of SPPCRC petitions on July 24, 2020, the Parties jointly request that the Commission schedule the proposed Agreement for consideration at an agenda conference as soon as possible.

17. Based on the foregoing, the Agreement represents a reasonable compromise of divergent positions and fully resolves all of the issues raised in the Gulf and FPL SPP proceedings, Docket Nos. 20200070-EI and 20200071-EI, respectively, and partially resolves significant matters in the SPPCRC proceeding, Docket No. 20200092-EI. Considered as a whole, the Agreement fairly and reasonably balances the interests of customers and the utilities, and is consistent with the stated purpose and intent of Section 366.96, F.S. Approving the Agreement is consistent with the Commission's long-standing policy of encouraging the settlement of contested proceedings in

a manner that benefits the customers of utilities subject to the Commission's regulatory jurisdiction. Accordingly, the Agreement is in the public interest and should be approved.

18. Pursuant to Rule 28-106.204(3), F.A.C., the Parties have conferred with the Florida Industrial Power Users Group ("FIPUG"), which was granted intervention by Order Nos. PSC-2020-0233-PCO-EI. FIPUG has advised that it takes no position on the Agreement.² Notwithstanding, the Parties jointly submit that the proposed Agreement is in the public interest and should be approved in its entirety for the reasons stated above.³

WHEREFORE, for all the reasons stated above, the Office of Public Counsel, Gulf Power Company, Florida Power & Light Company, and Walmart Inc. jointly and respectfully request that the Florida Public Service Commission expeditiously approve the Stipulation and Settlement Agreement provided as Attachment A to this Joint Motion.

² FIPUG did not actively participate in discovery or submit any testimony or evidence in opposition to the Gulf or FPL SPPs. In its Prehearing Statement, FIPUG did not take a specific position on any of the issues and, instead, adopted the positions of OPC, which is a signatory party to the Stipulation and Settlement Agreement provided as Attachment A to this Joint Motion.

³ The Florida Supreme Court has affirmed that the Commission has the authority and discretion to approve a non-unanimous settlement over the objections of intervenors if the Commission finds the settlement is in the public interest. *Citizens*, 146 So.3d at 1152-54; *see also S. Fla. Hosp. & Healthcare Ass'n v. Jaber*, 887 So.2d 1210, 1212-13 (Fla. 2004) (affirming the Commission's approval of a non-unanimous settlement agreement despite the absence of a full evidentiary hearing). The Florida Supreme Court has explained that "it would be unreasonable to allow a single holdout party that does not get its way on one issue during settlement negotiations to derail the entire settlement process if settlement is fully in the public's interest all along." *Sierra Club*, 243 So.3d at 913.

Respectfully submitted this 27th day of July, 2020,

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FOR WALMART INC.

ORDER NO. PSC-2020-0293-AS-EI
DOCKET NOS. 20200067-EI, 20200069-EI,
20200070-EI, 20200071-EI, 20200092-EI
PAGE 19

Attachment A

**ATTACHMENT A
STIPULATION AND SETTLEMENT AGREEMENT**

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Review of 2020-2029 Storm Protection Plan pursuant to Rule 25-6.030, F.A.C., Gulf Power Company	Docket No. 20200070-EI
Review of 2020-2029 Storm Protection Plan pursuant to Rule 25-6.030, F.A.C., Florida Power & Light Company	Docket No. 20200071-EI
In re: Storm Protection Plan Cost Recovery Clause	Docket No. 20200092-EI
	Filed July 27, 2020

STIPULATION AND SETTLEMENT

WHEREAS, Gulf Power Company (“Gulf”), Florida Power & Light Company (“FPL”), Citizens through the Office of Public Counsel (“OPC”), and Walmart Inc. (“Walmart”) have signed this Stipulation and Settlement (the “Agreement”; unless the context clearly requires otherwise, the term “Party” or “Parties” means a signatory to this Agreement);

WHEREAS, On June 27, 2019, the Governor of Florida signed CS/CS/CS/SB 796 addressing Storm Protection Plan Cost Recovery, which was codified in Section 366.96, F.S.;

WHEREAS, the Florida Legislature found in Section 366.96(1)(c), F.S., that it was in the State’s interest to “strengthen electric utility infrastructure to withstand extreme weather conditions by promoting the overhead hardening of electrical transmission and distribution facilities, the undergrounding of certain electrical distribution lines, and vegetation management,” and for each electric utility to “mitigate restoration costs and outage times to utility customers when developing transmission and distribution storm protection plans.” Section 366.96(1)(c), F.S.;

WHEREAS, the Florida Legislature directed each utility to file a ten-year Storm Protection Plan (“SPP”) that explains the storm hardening programs and projects the utility will implement to achieve the legislative objectives of reducing restoration costs and outage times associated with extreme weather events and enhancing reliability. *See* Section 366.96(3), F.S.;

WHEREAS, The Florida Legislature directed the Florida Public Service Commission (“Commission”) to conduct an annual proceeding to determine the utility’s prudently incurred SPP costs and to allow the utility to recover such costs through a charge separate and apart from its base rates, to be referenced as the Storm Protection Plan Cost Recovery Clause (“SPPCRC”). *See* Section 366.96(7), F.S.;

WHEREAS, Section 366.96(8), F.S., and Rule 25-6.031(6)(b), F.A.C., provide that the SPP costs to be recovered through the SPPCRC may not include costs recovered through the utility’s base rates or any other cost recovery mechanism;

WHEREAS, Rule 25-6.030, F.A.C., requires each utility to file an updated SPP at least every three years that covers the utility’s immediate ten-year planning period and specifies the information to be included in each utility’s SPP;

WHEREAS, Rule 25-6.031, F.A.C., provides that after a utility has filed its SPP it may petition the Commission for recovery of the costs associated with the SPP and implementation activities and specifies the information to be included in each utility’s SPPCRC filings;

WHEREAS, On March 3, 2020, the Commission opened Docket No. 20200070-EI for the Gulf SPP and Docket No. 20200071-EI for the FPL SPP;

WHEREAS, on March 13, 2020, the Commission opened Docket No. 20200092-EI for the SPPCRC proceedings for all Investor Owned Utilities;

WHEREAS, on April 10, 2020, FPL filed its Petition requesting Commission approval of the 2020-2029 SPP, together with the direct testimony of FPL witness Jarro and Exhibit MJ-1 – Florida Power & Light Company 2020-2029 Storm Protection Plan;¹

WHEREAS, on April 10, 2020, Gulf filed its Petition requesting Commission approval of the 2020-2029 SPP, together with the direct testimony of Gulf witness Spoor and Exhibit Ms-1 – Gulf Power & Company 2020-2029 Storm Protection Plan;

WHEREAS, on May 26, 2020, OPC submitted the direct testimonies of OPC witnesses Smith and Mara, together with supporting exhibits, in both the Gulf and FPL SPP dockets;²

WHEREAS, on May 26, 2020, Walmart submitted the direct testimonies of Walmart witness Chriss and Perry in both the Gulf and FPL dockets;

WHEREAS, on June 26, 2020, FPL submitted the rebuttal testimony of FPL witness Jarro and Gulf submitted the rebuttal testimony of Gulf witness Spoor, together with Exhibits MS-2 and MS-3;

WHEREAS, pursuant to Order No. PSC-2020-0170-PCO-EI in Docket No. 20200092-EI, Gulf and FPL will file their petitions for the SPPCRC on July 24, 2020;

¹ Exhibit MJ-1 was subsequently corrected by an errata submitted on May 12, 2020, correcting an inadvertent error on pages 46 and 47 and by a second errata submitted on July 13, 2020, correcting a scrivener's error on page 2 of Appendix C.

² On June 18, 2020, OPC submitted an errata in the FPL SPP docket correcting an error on page 13, line 14 of the direct testimony of OPC witness Mara.

WHEREAS, the Parties engaged in significant discovery in both the SPP and SPPCRC dockets, and have thoroughly reviewed and evaluated FPL's 2020-2029 SPP and Gulf's 2020-2029 SPP;

WHEREAS, in testimony and discovery, OPC raised the issue of whether the Gulf and FPL SPP costs to be recovered through the SPPCRC in Docket No. 20200092-EI will include costs recovered through base rates;

WHEREAS, after an extensive review and evaluation of Gulf's SPP and FPL's SPP, as well as the issue of whether the Gulf SPP costs and the FPL SPP costs to be recovered through the SPPCRC will include costs recovered through base rates, the Parties to this Agreement have undertaken to reach a full and complete resolution of all matters in Docket Nos. 20200070-EI and 20200071-EI and a partial resolution of significant matters in Docket No. 20200092-EI;

WHEREAS, the Parties have entered into this Agreement in compromise of positions taken in accord with their rights and interests under Chapters 350, 366, and 120, Florida Statutes, as applicable, and as a part of the negotiated exchange of consideration among the Parties to this Agreement each has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission as to all matters addressed herein with respect to all Parties regardless of whether a court ultimately determines such matters to reflect Commission policy, upon acceptance of the Agreement as provided herein and upon approval as in the public interest; and

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the Parties hereby stipulate and agree:

Gulf 2020-2029 Storm Protection Plan
(Docket No. 20200070)

1. The Parties agree that the record supports a Commission finding that Gulf's Distribution Inspection Program is in the public interest and that Gulf proceeding to implement the program is not evidence of imprudence.
2. The Parties agree that the record supports a Commission finding that Gulf's Transmission Inspection Program is in the public interest and that Gulf proceeding to implement the program is not evidence of imprudence.
3. The Parties agree that Gulf's pilot Distribution Hardening – Lateral Undergrounding Program, limited for the years 2020-2022 in the amounts reflected for those years in the SPP, should be approved for the years 2020-2022. In this pilot, Gulf will select laterals that experienced an outage during Hurricane Michael and/or other recent extreme weather events as a primary selection criteria for undergrounding or, as a secondary selection criteria, that have a history of vegetation outages or overall reliability issues that could be exacerbated in an extreme weather event. For Distribution Hardening – Lateral Undergrounding Program activities for the year 2023, Gulf shall file an SPP update in 2022 in order to seek recovery of costs for such 2023 activities in 2023. The Parties further agree that their consent to this pilot program under the terms of this Agreement will not be binding upon or have any precedential value on any future lateral undergrounding program or projects that Gulf may propose in future SPPs or otherwise.
4. Gulf agrees to conduct post-storm analysis after any named storm that impacts Gulf's system, where reasonably possible, to help quantify the benefits of undergrounding laterals and substation flooding mitigation. This analysis may include, among other things,

comparisons of overhead laterals to those that have been placed underground in terms of outage and restoration time, as well as comparing the availability of power from substations that have flooded with that of substations that have received flood mitigation measures.

5. The Parties agree that the record supports a Commission finding that Gulf's Vegetation Management – Distribution Program is in the public interest and that Gulf proceeding to implement the program is not evidence of imprudence.
6. The Parties agree that the record supports a Commission finding that Gulf's Vegetation Management – Transmission Program is in the public interest and that Gulf proceeding to implement the program is not evidence of imprudence.
7. The Parties agree that the record supports a Commission finding that Gulf's Distribution Feeder Hardening Program is in the public interest and that Gulf proceeding to implement the program is not evidence of imprudence.
8. The Parties agree that the record supports a Commission finding that Gulf's Transmission Hardening Program, including Gulf's Transmission and Substation Resiliency program and Gulf's Substation Flood Monitoring and Hardening program, is in the public interest and that Gulf proceeding to implement the program is not evidence of imprudence.
9. The Parties agree that the approval hereunder should not include or imply any determination of prudence for any particular project under said Program. OPC retains the right to challenge the prudence or reasonableness of any projects or costs for any project submitted through the SPPCRC.

10. The Parties agree that Gulf will work with Walmart to discuss and evaluate new potential SPP programs prior to filing its next SPP. OPC takes no position with regard to this provision.

FPL 2020-2029 Storm Protection Plan
(Docket No. 20200071)

11. The Parties agree that the record supports a Commission finding that FPL's Pole Inspections – Distribution Program is in the public interest and that FPL proceeding to implement the program is not evidence of imprudence.
12. The Parties agree that the record supports a Commission finding that FPL's Structures/Other Equipment Inspections – Transmission Program is in the public interest and that FPL proceeding to implement the program is not evidence of imprudence.
13. The Parties agree that the record supports a Commission finding that FPL's Feeder Hardening (EWL) – Distribution Program is in the public interest and that FPL proceeding to implement the program is not evidence of imprudence.
14. The Parties agree that the record supports a Commission finding that FPL's Wood Structures Hardening (Replacing) – Transmission Program is in the public interest and that FPL proceeding to implement the program is not evidence of imprudence.
15. The Parties agree that the record supports a Commission finding that FPL's Substation Storm Surge/Flood Mitigation –Program, for the 10 substations identified in FPL's SPP on page 31 (Exhibit MJ-1, page 35 of 48) is in the public interest and that FPL proceeding to implement the program is not evidence of imprudence.

16. The Parties agree that the record supports a Commission finding that FPL's Vegetation Management – Distribution Program is in the public interest and that FPL proceeding to implement the program is not evidence of imprudence.
17. The Parties agree that the record supports a Commission finding that FPL's Vegetation Management – Transmission Program is in the public interest and that FPL proceeding to implement the program is not evidence of imprudence.
18. The Parties agree that with regard to FPL's Distribution Lateral Hardening-Undergrounding Program, FPL should continue this Program as a pilot through 2022 ("Continued Pilot"). The priority for undergrounding in this Continued Pilot will be targeted for feeders that have the most number of laterals that experienced an outage during Hurricanes Matthew and/or Irma and that have a history of vegetation outages or overall reliability issues, as further described on page 26 of FPL's SPP (Exhibit MJ-1, page 30 of 48). The Parties agree that the record supports a Commission finding that the total number of laterals identified in Appendix C to FPL's SPP (Exhibit MJ-1, Appendix C, page 2 of 2) for the years 2020-2022 should be approved. Further, as part of this Continued Pilot, FPL will collect information and data to establish protocols for determining when a lateral for a feeder being evaluated for undergrounding in FPL's system should be overhead hardened as opposed to being placed underground, and FPL will use such protocols in future SPP work. The Parties retain all rights to assert or challenge the reasonableness of FPL's projected costs and prudence of FPL's actual costs on individual projects under this program in the SPPCRC. For Distribution Lateral Hardening –Undergrounding Program activities for the year 2023, FPL shall file an SPP update in 2022 in order to seek recovery of costs for such 2023 activities in 2023. The Parties further agree that their consent to this

Continued Pilot program under the terms of this Agreement will not be binding upon or have any precedential value on any future lateral undergrounding program or projects that FPL may propose in future SPPs or otherwise.

19. FPL agrees to conduct post-storm analysis after any named storm that impacts FPL's system, where reasonably possible, to help quantify the benefits of undergrounding laterals and substation flooding mitigation. This analysis may include, among other things, comparisons of overhead laterals to those that have been placed underground in terms of outage and restoration time, as well as comparing the availability of power from substations that have flooded with that of substations that have received flood mitigation measures.
20. The Parties agree that the approval hereunder should not include or imply any determination of prudence for any particular project under said Program. OPC retains the right to challenge the prudence or reasonableness of any projects or costs for any project submitted through the SPPCRC.
21. The Parties agree that FPL will work with Walmart to discuss and evaluate new potential SPP programs prior to filing its next SPP. OPC takes no position with regard to this provision.

Gulf and FPL Storm Protection Plan Cost Recovery Clause
(Docket No. 20200092)

22. The Parties agree that FPL and Gulf will not seek recovery of any SPP program O&M expenses incurred in 2020 or 2021 through the SPPCRC. FPL and Gulf will address the recovery of future SPP program O&M expenses in their next base rate cases, including

whether such O&M expenses are to be recovered through base rates or through the SPPCRC.

23. The Parties agree that FPL and Gulf may seek recovery of and return on capital expenditures and assets related to the SPP programs approved in Docket Nos. 20200070-EI and 20200071-EI, in the following manner:

- a. Capital expenditures incurred prior to January 1, 2021, shall be recovered through base rates. This means that both the return on the net investment (which includes net plant in service and/or construction-work-in-progress, subject to section D.2.d. below) associated with a capital project cost incurred before January 1, 2021, and the related depreciation expense shall continue to be recovered through base rates and will not be recoverable through the SPPCRC. FPL and Gulf will maintain their records on a basis sufficient to provide the Commission and intervenors with a sufficient audit trail to track net investment costs for purposes of this provision.
- b. The return on the net investment (which includes net plant in service and/or construction-work-in-progress, subject to section D.2.d. below) associated with a capital project cost incurred on or after January 1, 2021, and the related depreciation expense may be eligible for cost recovery through the SPPCRC, subject only to a reasonableness review of projected SPP costs and a prudence review of actual SPP costs in the applicable SPPCRC proceeding. FPL and Gulf will maintain their records on a basis sufficient to provide the Commission and intervenors with a sufficient audit trail to track net investment costs for purposes of this provision.

- c. FPL and Gulf will not seek recovery through the SPPCRC of either cost of removal or retirements incurred in 2021 related to existing assets.
- d. FPL and Gulf will not include any construction-work-in-progress balances as of January 1, 2021, in the beginning SPPCRC rate base balances.
- e. The Parties acknowledge that there are depreciation expense savings in base rates resulting from the retirement of existing assets removed from service during the SPP project. These depreciation expense savings exist until FPL and Gulf next set base rates at which time depreciation expense would be adjusted and recovery of any remaining net book value of the retired assets would be incorporated. The Parties agree to meet to revisit issues related to the recovery of depreciation expense for SPP capital investments in base rates and in the SPPCRC no later than three months prior to the anticipated date of the opening of the 2023 SPPCRC Docket. In lieu of making system modifications related to netting depreciation expense recovery in the SPPCRC, the Parties agree that FPL and Gulf will not seek recovery of any property taxes through the SPPCRC associated with storm protection plan capital investments incurred in 2020, 2021, or 2022. Instead, FPL and Gulf will recover property taxes related to SPPCRC capital investments through base rates for each of these periods, including any test year projections filed in a base rate case.
- f. To avoid any issues regarding “AFUDC bundling” or the aggregation of SPP projects for the purposes of meeting the threshold for the accrual of AFUDC for SPP projects between the date of this Agreement through 2022, FPL and

Gulf will not accrue or seek recovery of AFUDC for any 2020, 2021, or 2022 SPP programs or projects.

- g. FPL and Gulf will apply the utility's most recent Commission-approved depreciation rates to calculate depreciation expense on all capitalized SPP expenditures.

- 24. The Parties agree that costs incurred for programing, administrative, and additional resources ("implementation costs") are necessary for FPL and Gulf to manage and track SPP projects on an annual basis and are incremental costs eligible for cost recovery through the SPPCRC, subject only to a reasonableness review of projected implementation costs and a prudence review of actual implementation costs in the applicable SPPCRC proceeding.
- 25. Whenever FPL and/or Gulf petition for a change to its base rates and charges pursuant to sections 366.06 and/or 366.07, Florida Statutes, the assets being recovered through the SPPCRC that have been determined prudent through a final true-up in the SPPCRC by the Commission as of the end of the historic year presented in the Company's minimum filing requirements may, at the Company's option, be included in the Company's minimum filing requirement schedules and included in retail rate base for the applicable test year. Once recovery begins through base rates, these costs will simultaneously be removed from the SPPCRC. Thereafter, new SPP capital and assets related to SPP programs that were not included in the test year used to set base rates may be submitted for recovery through the SPPCRC petition process.
- 26. By the earlier of April 30, 2021, or the date when FPL and/or Gulf is required to file its projected 2022 SPPCRC costs pursuant to the Order Establishing Procedure issued in the

2022 SPPCRC Docket, FPL and/or Gulf will provide project-level detail to the other Parties for costs expected to be requested for 2022 SPP cost recovery included in FPL's and/or Gulf's current plan at that time, recognizing that planning is on-going and changes may be expected. As necessary, FPL and Gulf will update this information when it files for cost recovery in the SPPCRC later in 2021.

27. The Parties agree that FPL's and Gulf's SPPCRC factors will be a demand charge (\$/kW) for rate classes that have base rate demand charges. OPC takes no position with regard to this provision except to note that this provision must be consistent with Section 366.96(8), F.S.
28. The Parties agree and acknowledge that all issues not addressed herein may, consistent with Rule 25-6.031, F.A.C, still be subject to review and challenge by all Parties.
29. The Parties agree that nothing in this Agreement shall be construed to prevent any Party from challenging the reasonableness and/or prudence of SPP costs in any future SPPCRC proceedings.

OTHER PROVISIONS

30. Nothing in the Agreement will have precedential value.
31. The provisions of the Agreement are contingent upon approval by the Commission in its entirety without modification. Except as expressly set out herein, no Party agrees, concedes, or waives any position with respect to any of the issues identified in the Prehearing Order, and this Agreement does not expressly address any specific issue or any position taken thereon. The Parties will support approval of the Agreement and will not

request or support any order, relief, outcome, or result in conflict with it. No Party to the Agreement will request, support, or seek to impose a change to any provision of the Agreement. Approval of the Agreement in its entirety will resolve all matters and issues in this docket. This docket will be closed effective on the date that the Commission Order approving this Agreement is final, and no Party to the Agreement will seek appellate review of any order issued in this docket.

32. The Parties agree that approval of the Agreement is in the public interest.
33. This Agreement may be executed in counterpart originals, and a scanned .pdf copy of an original signature shall be deemed an original. Any person or entity that executes a signature page to this Agreement shall become and be deemed a Party with the full range of rights and responsibilities provided hereunder, notwithstanding that such person or entity is not listed in the first recital above and executes the signature page subsequent to the date of this Agreement, it being expressly understood that the addition of any such additional Party(ies) shall not disturb or diminish the benefits of this Agreement to any current Party.

In Witness Whereof, the Parties evidence their acceptance and agreement with the provisions of this Agreement by their signature.

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Gulf Power Company
One Energy Place
Pensacola, FL 32520

WALMART INC.

By: /s/Stephanie U. Eaton
Stephanie U. Eaton
Spilman Thomas & Battle, PLLC
110 Oakwood Drive, Suite 500
Winston-Salem, NC 27103

CERTIFICATE OF SERVICE
Docket Nos. 20200070, 20200071, 20200092

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic service on this 27th day of July 2020 to the following:

<p>Charles Murphy, Esquire Rachael Dziechciarz, Esquire Shaw Stiller, Esquire Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399 rdziechc@psc.state.fl.us cmurphy@psc.state.fl.us sstiller@psc.state.fl.us <i>For Commission Staff</i></p>	<p>Office of Public Counsel c/o The Florida Legislature 111 West Madison Street, Room 812 Tallahassee, FL 32399-1400 kelly.jr@leg.state.fl.us rehwinkel.charles@leg.state.fl.us christensen.pattv@leg.state.fl.us david.tad@leg.state.fl.us morse.stephanie@leg.state.fl.us fall-fry.mireille@leg.state.fl.us <i>For Office of Public Counsel</i></p>
<p>John T. Burnett Vice President and Deputy General Counsel Jason A. Higginbotham Senior Attorney Florida Power & Light Company 700 Universe Boulevard Juno Beach, FL 33408-0420 Email: john.t.burnett@fpl.com Email: jason.higginbotham@fpl.com</p> <p>Russell A. Badders Vice President & Associate General Counsel Gulf Power Company One Energy Place Pensacola, FL 32520 Email: russell.badders@nexteraenergy.com <i>For Gulf Power Company</i></p>	<p>Dianne M. Triplett Deputy General Counsel Duke Energy Florida, LLC 299 First Avenue North St. Petersburg, FL 33701 E: Dianne.Triplett@Duke-Energy.com</p> <p>Matthew R. Bernier Associate General Counsel Duke Energy Florida, LLC 106 E. College Avenue, Suite 800 Tallahassee, FL 32301 E: Matthew.Bernier@Duke-Energy.com FLRegulatoryLegal@Duke-Energy.com <i>For Duke Energy Florida, LLC</i></p>

<p>John T. Burnett Vice President and Deputy General Counsel Christopher T. Wright Senior Attorney Florida Power & Light Company 700 Universe Boulevard Juno Beach, FL 33408-0420 Phone: 561-691-7144 Fax: 561-691-7135 Email: john.t.burnett@fpl.com Email: christopher.wright@fpl.com <i>For Florida Power & Light Company</i></p>	<p>James D. Beasley J. Jeffrey Wahlen Malcolm M. Means Ausley McMullen Post Office Box 391 Tallahassee, Florida 32302 Email: jbeasley@ausley.com Email: jwahlen@ausley.com Email: mmeans@ausley.com</p> <p>Ms. Paula K. Brown Regulatory Affairs P. O. Box 111 Tampa FL 33601-0111 regdept@tecoenergy.com <i>For Tampa Electric Company</i></p>
<p>Jon C. Moyle, Jr. Karen A. Putnal Moyle Law Firm, P.A. 118 North Gadsden Street Tallahassee, Florida 32301 Telephone: (850) 681-3828 Facsimile: (850) 681-8788 jmoyle@moylelaw.com kputnal@moylelaw.com mqualls@moylelaw.com <i>For Florida Industrial Power Users Group</i></p>	<p>Stephanie U. Eaton Spilman Thomas & Battle, PLLC 110 Oakwood Drive, Suite 500 Winston-Salem, NC 27103 seaton@spilmanlaw.com</p> <p>Derrick Price Williamson Spilman Thomas & Battle, PLLC 1100 Bent Creek Boulevard, Suite 101 Mechanicsburg, PA 17050 dwilliamson@spilmanlaw.com <i>For Walmart Inc.</i></p>
<p>James W. Brew Laura Wynn Baker Stone Mattheis Xenopoulos & Brew, PC 1025 Thomas Jefferson Street, NW Suite 800 West Washington, DC 20007-5201 jbrew@smxblaw.com lwb@smxblaw.com <i>For PCS Phosphate - White Springs</i></p>	

/s/Christopher T. Wright
 Christopher T. Wright
 Fla. Auth. House Counsel No. 1007055
 Florida Power & Light Company
 700 Universe Boulevard (JB/LAW)
 Juno Beach, Florida 33408

Attorney for Florida Power & Light Company

FILED 8/3/2020
DOCUMENT NO. 04216-2020
FPSC - COMMISSION CLERK



Matthew R. Bernier
Associate General Counsel
Duke Energy Florida, LLC.

August 3, 2020

VIA ELECTRONIC FILING

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

Re: *Review of 2020-2029 Storm Protection Plan Pursuant to Rule 25-6.030, F.A.C. Duke Energy Florida, LLC; Docket No. 20200069-EI*

Dear Mr. Teitzman:

On July 31, 2020, Duke Energy Florida, LLC ("DEF"), filed a Joint Motion for Expedited Approval of Stipulation and Settlement Agreement Regarding the Storm Protection Plan ("Joint Motion"), on behalf of DEF, the Office of Public Counsel ("OPC"), and White Springs Agricultural Chemicals, Inc. d/b/a PCS Phosphate ("PCS Phosphate"). Walmart did not provide a position at the time the Motion was filed. Walmart has agreed to become a signatory to the Settlement Agreement and therefore supports the Joint Motion. There are no other changes to the Settlement Agreement.

Attached for filing is an Updated Stipulation and Settlement Agreement Regarding the Storm Protection Plan.

Thank you for your assistance in this matter. Please feel free to call me at (850) 521-1428 should you have any questions concerning this filing.

Respectfully,

s/Matthew R. Bernier

Matthew R. Bernier
Matt.Bernier@duke-energy.com

MRB/mw
Enclosures

CERTIFICATE OF SERVICE

Docket No. 20200069-EI

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the following by electronic mail this 3rd day of August, 2020, to all parties of record as indicated below.

s/ Matthew R. Bernier

Attorney

<p>C. Murphy / R. Dziechciarz Office of General Counsel Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 cmurphy@psc.state.fl.us rdziechc@psc.state.fl.us</p> <p>James W. Brew / Laura Wynn Baker 1025 Thomas Jefferson St., N.W. Suite 800 West Washington, DC 20007-5201 jbrew@smxblaw.com lwb@smxblaw.com</p> <p>Jon C. Moyle, Jr. / Karen A. Putnal 118 North Gadsden Street Tallahassee, FL 32301 jmoyle@moylelaw.com kputnal@moylelaw.com mqualls@moylelaw.com</p>	<p>J.R. Kelly / Charles J. Rehwinkel Office of Public Counsel c/o The Florida Legislature 111 West Madison St., Rm. 812 Tallahassee, FL 32399-1400 kelly.jr@leg.state.fl.us rehwinkel.charles@leg.state.fl.us</p> <p>Stephanie U. Eaton 110 Oakwood Dr., Ste. 500 Winston-Salem, NC 27103 seaton@spilmanlaw.com</p> <p>Derrick P. Williamson / Barry A. Naum 1100 Bent Creed Blvd., Ste. 101 Mechanicsburg, PA 17050 dwilliamson@spilmanlaw.com bnaum@spilmanlaw.com</p>
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Review of 2020-2029 Storm Protection Plan	Docket No. 20200069-EI
pursuant to Rule 25-6.030, F.A.C., Duke Energy	
Florida, LLC	
	Filed: August 3, 2020

UPDATED STIPULATION AND SETTLEMENT AGREEMENT

WHEREAS, Duke Energy Florida, LLC (“DEF”), Citizens through the Office of Public Counsel (“OPC”), White Springs Agricultural Chemicals, Inc. d/b/a PCS Phosphate (“PCS Phosphate”), and Walmart Inc. (collectively, the “Parties) have signed this Stipulation and Settlement Agreement (the “Agreement”); unless the context clearly requires otherwise, the term “Party” or “Parties” means a signatory to this Agreement;

WHEREAS, On June 27, 2019, the Governor of Florida signed CS/CS/CS/SB 796 addressing Storm Protection Plan Cost Recovery, which was codified in Section 366.96, F.S.;

WHEREAS, the Florida Legislature found in Section 366.96(1)(c), F.S., that it was in the State’s interest to “strengthen electric utility infrastructure to withstand extreme weather conditions by promoting the overhead hardening of electrical transmission and distribution facilities, the undergrounding of certain electrical distribution lines, and vegetation management,” and for each electric utility to “mitigate restoration costs and outage times to utility customers when developing transmission and distribution storm protection plans.” Section 366.96(1)(e), F.S.;

WHEREAS, the Florida Legislature directed each utility to file a ten-year Storm

Protection Plan (“SPP”) that explains the storm hardening programs and projects the utility will implement to achieve the legislative objectives of reducing restoration costs and outage times associated with extreme weather events and enhancing reliability. *See* Section 366.96(3), F.S.;

WHEREAS, The Florida Legislature directed the Florida Public Service Commission (“Commission”) to conduct an annual proceeding to determine the utility’s prudently incurred SPP costs and to allow the utility to recover such costs through a charge separate and apart from its base rates, to be referenced as the Storm Protection Plan Cost Recovery Clause (“SPPCRC”). *See* Section 366.96(7), F.S.;

WHEREAS, Rule 25-6.030, F.A.C., requires each utility to file an updated SPP at least every three years that covers the utility’s immediate ten-year planning period and specifies the information to be included in each utility’s SPP;

WHEREAS, Rule 25-6.031, F.A.C., provides that after a utility has filed its SPP it may petition the Commission for recovery of the costs associated with the SPP and implementation activities and specifies the information to be included in each utility’s SPPCRC filings;

WHEREAS, the Parties engaged in significant discovery in the SPP docket, and have thoroughly reviewed and evaluated DEF’s 2020-2029 SPP;

WHEREAS, the Parties have entered into this Agreement in compromise of positions taken in accord with their rights and interests under Chapters 350, 366, and 120, Florida Statutes, as applicable, and as a part of the negotiated exchange of consideration among the Parties to this Agreement each has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission as to all matters addressed herein with respect to all Parties regardless of whether a court ultimately determines such matters to reflect Commission policy, upon acceptance of the Agreement as provided herein and upon approval as

in the public interest; and

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the Parties hereby stipulate and agree:

DEF 2020-2029 Storm Protection Plan
(Docket Nos. 20200069-EI)

1. The Parties agree that the record supports a Commission finding that DEF's Feeder Hardening Program is in the public interest and that DEF proceeding to implement the program (consistent with any action taken pursuant to the provisions of paragraph 11) is not evidence of imprudence.
2. The Parties agree that the record supports a Commission finding that DEF's Lateral Hardening Program is in the public interest and that DEF proceeding to implement the program (consistent with any action taken pursuant to the provisions of paragraph 11) is not evidence of imprudence.
3. The Parties agree that the record supports a Commission finding that DEF's Self-Optimizing Grid – SOG Program is in the public interest and that DEF proceeding to implement the program (consistent with any action taken pursuant to the provisions of paragraph 11) is not evidence of imprudence.
4. The Parties agree that the record supports a Commission finding that DEF's Underground Flood Mitigation Program is in the public interest and that DEF proceeding to implement the program (consistent with any action taken pursuant to the provisions of paragraph 11) is not evidence of imprudence.
5. The Parties agree that the record supports a Commission finding that DEF's Distribution Vegetation Management Program is in the public interest and that DEF proceeding to implement the program (consistent with any action taken pursuant to the provisions of

- paragraph 11) is not evidence of imprudence.
6. The Parties agree that the record supports a Commission finding that DEF's Transmission Structure Hardening Program is in the public interest and that DEF proceeding to implement the program (consistent with any action taken pursuant to the provisions of paragraph 11) is not evidence of imprudence.
 7. The Parties agree that the record supports a Commission finding that DEF's Substation Flood Mitigation Program is in the public interest and that DEF proceeding to implement the program (consistent with any action taken pursuant to the provisions of paragraph 11) is not evidence of imprudence.
 8. The Parties agree that the record supports a Commission finding that DEF's Loop Radially-Fed Substations Program is in the public interest and that DEF proceeding to implement the program (consistent with any action taken pursuant to the provisions of paragraph 11) is not evidence of imprudence.
 9. The Parties agree that the record supports a Commission finding that DEF's Substation Hardening Program is in the public interest and that DEF proceeding to implement the program (consistent with any action taken pursuant to the provisions of paragraph 11) is not evidence of imprudence.
 10. The Parties agree that the record supports a Commission finding that DEF's Transmission Vegetation Management Program is in the public interest and that DEF proceeding to implement the program (consistent with any action taken pursuant to the provisions of paragraph 11) is not evidence of imprudence.
 11. The Parties agree that, in 2022, DEF will file its updated SPP for the period 2023-2032, required by section 366.96(6), F.S., to be filed at least every 3 years after approval of the

Company's SPP. DEF agrees that it will not materially expand the scope of the programs and associated expenditures it seeks to recover in the SPPCRC for the years 2020 – 2022 beyond those that are included in the estimates shown on page 40 of Exhibit JWO-2 (the DEF SPP) filed on April 10, 2020, updated on June 24, 2020, and as modified in the filing made on July 24, 2020, in the SPPCRC. DEF will base its requests for cost recovery through the SPPCRC for the years 2023, 2024 and 2025 on the SPP update to be filed in 2022.

12. The Parties agree that the approval hereunder should not include or imply any determination of prudence for any particular project under said Program. OPC, PCS Phosphate, FIPUG, and Walmart retain the right to challenge the prudence or reasonableness of any projects or costs for any project submitted through the SPPCRC.

OTHER PROVISIONS

13. The Parties Stipulate to entry into the record the direct and rebuttal testimonies and exhibits of DEF witnesses Jay Oliver and Geoff Foster; the direct testimonies and exhibits of OPC witnesses Scott Norwood and Helmuth Schultz III, and the testimony and exhibits of Walmart witness Lisa Perry.
14. The Parties waive cross examination of all witnesses.
15. The Parties waive the right to file a post-hearing brief.
16. Nothing in the Agreement will have precedential value.
17. The provisions of the Agreement are contingent upon approval by the Commission in its entirety without modification. Except as expressly set out herein, no Party agrees, concedes, or waives any position with respect to any of the issues identified in the Prehearing Order, and this Agreement does not expressly address any specific issue or

any position taken thereon. The Parties will support approval of the Agreement and will not request or support any order, relief, outcome, or result in conflict with it. No Party to the Agreement will request, support, or seek to impose a change to any provision of the Agreement. Approval of the Agreement in its entirety will resolve all matters and issues in this docket. This docket will be closed effective on the date that the Commission Order approving this Agreement is final, and no Party to the Agreement will seek appellate review of any order issued in this docket.

18. The Parties agree that approval of the Agreement is in the public interest.
19. This Agreement may be executed in counterpart originals, and a scanned .pdf copy of an original signature shall be deemed an original, or via electronic signature. Any person or entity that executes a signature page to this Agreement shall become and be deemed a Party with the full range of rights and responsibilities provided hereunder, notwithstanding that such person or entity is not listed in the first recital above and executes the signature page subsequent to the date of this Agreement, it being expressly understood that the addition of any such additional Party(ies) shall not disturb or diminish the benefits of this Agreement to any current Party.

Executed the 31st day of July, 2020, Updated the 3rd day of August, 2020.

By: /s/ Catherine Stempien
Catherine Stempien
State President
Duke Energy Florida, LLC
299 1st Ave. N
St. Petersburg, FL 33701

For Duke Energy Florida, LLC

By: /s/ J.R. Kelly
J.R. Kelly
Public Counsel
Office of the Public Counsel
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For Office of Public Counsel

By: /s/ James Brew
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Stone Mattheis Xenopoulos & Brew
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For White Springs Agricultural Chemicals, Inc. d/b/a PCS Phosphate

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For Walmart Inc.

FILED 8/3/2020
DOCUMENT NO. 04205-2020
FPSC - COMMISSION CLERK

AUSLEY McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

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(850) 224-9115 FAX (850) 222-7560

August 3, 2020

VIA: ELECTRONIC FILING

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

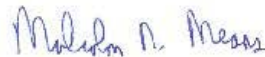
Re: Review of 2020-2029 Storm Protection Plan Pursuant to Rule 25-6.030, F.A.C.,
Tampa Electric Company, FPSC Docket No. 20200067-EI,
and
Storm Protection Plan Cost Recovery Clause, Docket No. 20200092-EI

Dear Mr. Teitzman:

Attached for filing in the above dockets is Tampa Electric Company's Motion to Approve Stipulation and Settlement Agreement.

Thank you for your assistance in connection with this matter.

Sincerely,



Malcolm N. Means

MNM/bmp
Attachment

cc: All Parties of Record (w/attachment)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Review of 2020-2029 Storm Protection Plan pursuant to Rule 25-6.030, F.A.C., Tampa Electric Company _____))	Docket No. 20200067-EI
In re: Storm protection plan cost recovery Clause _____))	Docket No. 20200092-EI Filed: August 3, 2020

**Tampa Electric Company's
Motion to Approve Stipulation and Settlement Agreement**

Tampa Electric Company ("Tampa Electric" or "the company"), pursuant to Rule 28-106.204, Florida Administrative Code., hereby requests that the Florida Public Service Commission ("FPSC" or "Commission") approve the Stipulation and Settlement Agreement included with this Motion as Attachment "A" and made a part hereof, and states:

1. On April 10, 2020 Tampa Electric filed a Petition to approve its 2020-29 Storm Protection Plan ("SPP" or "Plan") in Docket No. 20200067-EI. Its SPP Petition was accompanied by the prepared direct testimony and exhibits of Gerry R. Chasse (Ex. No. GRC-1), Regan B. Haines (Ex. No. RBH-1), John H. Webster, A. Sloan Lewis (Ex. No. ASL-1) and Jason D. DeStigter.

2. On May 4, 2020, Tampa Electric filed a 2020 Settlement Agreement ("2020 Agreement") for approval in Docket Nos. 20200064-EI, 20200065-EI, 20200067-EI and 20200092-EI. The Commission opened Docket No. 20200145-EI to serve as a centralized docket for consideration of all of the issues in the 2020 Agreement.

3. On May 26, OPC filed the direct testimony and exhibits of Lane Kollen (Ex. Nos. LK-1 thru LK-3) and Scott Norwood (Ex. Nos. SN-1 thru SN-3) and related exhibits addressing Tampa Electric's SPP. Walmart filed the direct testimony and exhibits of Steve W. Chriss (Ex.

No. SWC-1) and Lisa V. Perry (Ex. No. LVP-1) on the same day. Tampa Electric filed rebuttal testimony from witnesses Haines, Lewis (and Ex. No. ASL-2) and DeStigter on June 26, 2020.

4. On June 30, 2020, the Commission memorialized its approval of the 2020 Agreement in Order No. PSC-2020-0224-AS-EI. The 2020 Agreement resolves several, but not all, issues in Docket No. 2020067-EI and in this Docket No. 2020092-EI. The centerpiece of 2020 Agreement is a provision under which Tampa Electric will reduce its base rates by an agreed-upon amount and will recover all of its SPP-related costs (with limited exceptions) deemed prudent by the Commission through the SPP Cost Recovery Clause (“SPPCRC”).

5. On July 24, 2020 Tampa Electric filed a petition to recover costs associated with its SPP (“Cost Recovery Petition”) in Docket No. 20200092-EI.

6. The Parties engaged in extensive discovery in the SPP docket (Docket No. 2020067-EI). Through this process, the Parties thoroughly reviewed and evaluated Tampa Electric’s SPP programs, the SPP projects planned for 2020 and 2021, and the related project costs, program costs, and rate impacts. Since the 2020 Agreement included the one-time base rate reduction, no discovery was necessary in the SPPCRC docket (Docket No. 20200092-EI) regarding whether the costs the company will recover through the SPPCRC include costs being recovered through the utility’s existing base rates or any other cost recovery mechanism.

7. As a direct result of these efforts, the Parties ultimately entered into the Stipulation and Settlement Agreement, which builds on the foundation of the 2020 Agreement and establishes a series of stipulations intended to resolve all issues in Tampa Electric’s SPP docket, Docket No. 20200067-EI, and to resolve all issues related to Tampa Electric in the SPPCRC docket, Docket No. 2020092-EI. The Stipulation and Settlement Agreement is attached to this Motion as Exhibit A.

8. The standard for approving a settlement agreement is whether it is in the public interest.¹

9. The Parties to the Stipulation and Settlement Agreement agree that the Agreement is in the public interest and should be approved. The Parties entered into the Agreement, each for their own reasons, but all in recognition that the cumulative total of the regulatory activity before the Commission involving Tampa Electric and the other investor owned electric utilities – now and for the rest of 2020 - is greater than normal. Approving these stipulations is in the public interest because doing so will, among other things: (a) allow Tampa Electric to implement its Storm Protection Plan and begin cost recovery through the SPPCRC without delay; (b) reduce the regulatory and administrative costs and risks that would have been associated with two contested hearings before the FPSC and (c) give the FPSC and consumer parties an opportunity to review the company's next SPP one (1) year earlier than required by law while retaining the opportunity to participate in future proceedings on the prudence of costs to be recovered through the SPPCRC through the normal FPSC cost recovery clause process.

10. The Stipulation and Settlement Agreement represents a reasonable compromise of divergent positions and fully resolves all of the issues raised in the Tampa Electric SPP and SPPCRC dockets. Considered as a whole, the Stipulation and Settlement Agreement fairly and

¹ See Order No. PSC-2020-0084-S-EI, issued March 20, 2020, in Docket No. 20190061-EI (Petition for Approval of SolarTogether program and tariff, by Florida Power & Light Company) at 5, citing Sierra Club v. Brown, 243 So. 3d 903, 910-913 (Fla. 2018); Order No. PSC-13-0023-S-EI, issued on January 14, 2013, in Docket No. 120015-EI, In re: Petition for increase in rates by Florida Power & Light Company; Order No. PSC-11-0089-S-EI, issued February 1, 2011, in Docket Nos. 080677-EI and 090130-EI, In re: Petition for increase in rates by Florida Power & Light Company and In re: 2009 depreciation and dismantlement study by Florida Power & Light Company; Order No. PSC-10-0398-S-EI, issued June 18, 2010, in Docket Nos. 090079-EI, 090144-EI, 090145-EI, and 100136-EI, In re: Petition for increase in rates by Progress Energy Florida, Inc., In re: Petition for limited proceeding to include Bartow repowering project in base rates, by Progress Energy Florida, Inc., In re: Petition for expedited approval of the deferral of pension expenses, authorization to charge storm hardening expenses to the storm damage reserve, and variance from or waiver of Rule 25-6.0143(1)(c), (d), and (f), F.A.C., by Progress Energy Florida, Inc., and In re: Petition for approval of an accounting order to record a depreciation expense credit, by Progress Energy Florida, Inc.; Order No. PSC-05-0945-S-EI, issued September 28, 2005, in Docket No. 050078-EI, In re: Petition for rate increase by Progress Energy Florida, Inc.

reasonably balances the interests of customers and the utilities and is consistent with the stated purpose and intent of Section 366.96 of the Florida Statutes. Approving the Stipulation and Settlement Agreement is consistent with the Commission's long-standing policy of encouraging the settlement of contested proceedings in a manner that benefits the customers of utilities subject to the Commission's regulatory jurisdiction. Accordingly, the Stipulation and Settlement Agreement is in the public interest and should be approved.

11. To maximize the administrative and regulatory efficiency benefits inherent in the Stipulation and Settlement Agreement for the Parties and the Commission, and the public, Tampa Electric, with the support of the Parties, requests that the Commission take up the Stipulation and Settlement Agreement for consideration as soon as possible, possibly as early as the beginning of the August 10th hearing scheduled in Docket No. 20200067-EI.² Tampa Electric will cooperate fully with Staff and will provide, in a timely manner, whatever information is necessary to enable Commission review of the Stipulation and Settlement Agreement.

12. The undersigned counsel has consulted with counsel for the Office of Public Counsel, the Florida Industrial Power Users Group, and Walmart and is authorized to represent that they support this Motion.

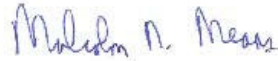
² If for notice or other reasons, the Commission doesn't believe that it can take up the Motion and approve the Stipulation and Settlement Agreement in its entirety on August 10th, Tampa Electric requests that the Commission convene the final hearing in Docket No. 20200067-EI on August 10, 2020, admit the testimony and exhibits into the record as provided in the Agreement, recess the hearing, and take up the Motion and Agreement as soon as possible, perhaps at the September 1, 2020 agenda conference.

ORDER NO. PSC-2020-0293-AS-EI
DOCKET NOS. 20200067-EI, 20200069-EI,
20200070-EI, 20200071-EI, 20200092-EI
PAGE 54

Attachment C

DATED this 3rd day of August 2020.

Respectfully submitted,



JAMES D. BEASLEY
J. JEFFRY WAHLEN
MALCOLM N. MEANS
Ausley McMullen
Post Office Box 391
Tallahassee, Florida 32302
(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion, filed on behalf of Tampa Electric Company, has been furnished by electronic mail on this 3rd day of August, 2020 to the following:

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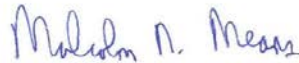
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* Docket No. 20200092-EI Only

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ATTORNEY

ORDER NO. PSC-2020-0293-AS-EI
DOCKET NOS. 20200067-EI, 20200069-EI,
20200070-EI, 20200071-EI, 20200092-EI
PAGE 57

Attachment C

ATTACHMENT "A"

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Review of 2020-2029 Storm Protection Plan pursuant to Rule 25-6.030, F.A.C., Tampa Electric Company)))) _____)	Docket No. 20200067-EI
In re: Storm protection plan cost recovery Clause)) _____)	Docket No. 20200092-EI

STIPULATION AND SETTLEMENT AGREEMENT

THIS AGREEMENT is dated this 3rd day of August 2020 and is by and between Tampa Electric Company (“Tampa Electric” or the “company”) and the Office of Public Counsel (“OPC” or “Citizens”), the Florida Industrial Power Users Group (“FIPUG”) and Walmart Inc. (“Walmart”). Collectively, Tampa Electric, OPC, FIPUG and Walmart shall be referred to herein as the “Parties” and the term “Party” shall be the singular form of the term “Parties.” This document shall be referred to as the “Tampa Electric SPP Agreement” or the “Agreement.”

Recitals

A. Tampa Electric filed a Petition to approve its Storm Protection Plan for 2020-2029 (“SPP”) with the Florida Public Service Commission (“FPSC” or “Commission”) on April 10, 2020, in Docket No. 20200067-EI. Its SPP Petition and SPP were accompanied by the prepared direct testimony and exhibits of Gerry R. Chasse (Ex. No. GRC-1), Regan B. Haines (Ex. No. RBH-1), John H. Webster, A. Sloan Lewis (Ex. No. ASL-1), and Jason D. DeStigter. The company’s SPP includes the following programs: Distribution Lateral Undergrounding, Vegetation Management, Transmission Asset Upgrades, Substation Extreme Weather Hardening, Distribution Overhead Feeder Hardening, Transmission Access Enhancement, Infrastructure Inspections, and Legacy Storm Hardening Plan Initiatives.

B. OPC filed the direct testimony and exhibits of Lane Kollen (Ex. Nos. LK-1 thru LK-3) and Scott Norwood (Ex. Nos. SN-1 thru SN-3) and related exhibits addressing Tampa Electric's SPP on May 26, 2020. Walmart filed the direct testimony and exhibits of Steve W. Chriss (Ex. No. SWC-1) and Lisa V. Perry (Ex. No. LVP-1) on the same day. Tampa Electric filed rebuttal testimony from witnesses Haines, Lewis (and Ex. No. ASL-2) and DeStigter on June 26, 2020.

C. Tampa Electric filed a 2020 Settlement Agreement ("2020 Agreement") for approval in Docket Nos. 20200064-EI, 20200065-EI, 20200067-EI, and 20200092-EI on May 4, 2020. The Commission opened Docket No. 20200145-EI to serve as a centralized docket for consideration of all of the issues in the 2020 Agreement.

D. The centerpiece of the 2020 Agreement is a provision under which Tampa Electric will reduce its base rates by an agreed-upon amount (approximately \$15 million) and will recover all of the costs (with limited exceptions) determined prudent by the Commission associated with activities in its SPP (O&M expenses and capital projects) through the Storm Protection Plan Cost Recovery Clause ("SPPCRC"). Among other things, the 2020 Agreement was intended to promote transparency and ensure that the costs the company will recover through the SPPCRC do not include costs being recovered through the utility's existing base rates or any other cost recovery mechanism as required by Rule 25-6.031(6)(b), Florida Administrative Code, in accord with Section 366.96(8), Florida Statutes. The Commission approved the 2020 Agreement and memorialized its decision in Order No. PSC-2020-0224-AS-EI, dated June 30, 2020, in Docket Nos. 20200145-EI, *et seq.*

E. Paragraph 11(b) of the 2020 Agreement specifies the cost of service and rate design principals to be used for the approximately \$15 million base rate reduction and development of

cost recovery factors in the SPPCRC proceeding. It states:

The specified amount of base revenue reduction described above will be accomplished through one-time reductions to base rates using the cost allocation and rate design principles reflected in paragraph 3 of the 2013 Stipulation among the Parties as modified by paragraph 3 of the 2017 Agreement, and those same cost allocation and rate design principles shall be used to develop the cost recovery factors/rates that will be used for SPP cost recovery in the SPPCRC beginning in 2020 and annually thereafter as provided in paragraph 3(g) of the 2017 Agreement.

F. Tampa Electric filed a motion to approve the tariff changes necessary to implement the base rate reduction contemplated in the 2020 Agreement in Docket No. 20200092-EI on July 31, 2020. The tariff changes necessary to implement the base rate reduction contemplated in the 2020 Agreement were prepared using the cost allocation and rate design principles in specified in paragraph 11(b) of that agreement.

G. Tampa Electric filed a petition to recover costs associated with its SPP (“Cost Recovery Petition”) on July 24, 2020, in Docket No. 20200092-EI. Its Cost Recovery Petition was accompanied by the prepared direct testimony of Mark R. Roche (Ex. MRR-1), David L. Plusquellic (Ex. DLP-1), A. Sloan Lewis (Exs. ASL-1 and ASL-2), and William R. Ashburn (Ex. WRA-1). The SPP cost recovery factors proposed by the company were developed in accordance with paragraph 11(b) of the 2020 Agreement.

H. The Parties have engaged in extensive formal discovery in the SPP docket and informal discovery in the SPPCRC docket. Through this process, the Parties have thoroughly reviewed and evaluated Tampa Electric’s 2020-2029 SPP and the projects planned for 2020 and 2021 and the related project costs, program costs and rate impact of the proposed SPP. The 2020 Agreement included the approximately \$15 million base rate reduction described above, so it was not necessary for the Parties to conduct discovery to detect possible double recovery of costs through the SPPCRC and base rates in the SPPCRC docket.

I. Having considered the company's SPP, the testimony and exhibits filed by the Parties, and the extensive information exchanged during formal and informal discovery, the Parties have agreed that there is a record basis for the Commission to approve: (1) the SPP as filed in Docket No. 20200067-EI and (2) cost recovery as proposed by Tampa Electric in Docket No. 20200092-EI, subject to the terms and conditions specified in this Agreement, thereby essentially resolving by approval all of the issues currently pending for Tampa Electric in those two dockets.

J. The Parties have entered into this Agreement in compromise of positions taken in accord with their rights and interests under chapters 350, 366 and 120, Florida Statutes, as applicable, and as part of a negotiated exchange of consideration among the Parties to this Agreement, each Party has agreed to concessions to the others with the expectation, intent, and understanding such that all provisions of the Agreement, upon approval by the Commission, will be enforced by the Commission as to all matters addressed herein with respect to all Parties. The Parties agree that this Agreement is in the public interest and should be approved.

NOW, THEREFORE, in light of the mutual covenants of the Parties and the benefits accruing to all Parties through this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Terms

Docket No. 20200067-EI
2020-2029 Storm Protection Plan

1. The Parties agree that the direct and rebuttal testimony and exhibits filed by Tampa Electric, OPC and Walmart as described above should be inserted into the evidentiary record in Docket No. 20200067-EI and waive cross examination of those witnesses. The Parties also further agree that the other exhibits related to Tampa Electric as shown on the Comprehensive Exhibit List prepared by the FPSC Staff should also be admitted into the evidentiary record in Docket No.

20200067-EI. Upon the admission of the testimony and exhibits into the evidentiary record as specified in this paragraph, the Parties agree as provided in paragraphs 2 through 17, below.

2. The Parties agree that the record supports a Commission finding that Tampa Electric's Distribution Lateral Undergrounding Program is in the public interest and that Tampa Electric proceeding to implement the program in 2020, 2021 and 2022 is not evidence of imprudence.

3. The Parties agree that the record supports a Commission finding that Tampa Electric's Vegetation Management Program is in the public interest and that Tampa Electric proceeding to implement the program in 2020, 2021 and 2022 is not evidence of imprudence.

4. The Parties agree that the record supports a Commission finding that Tampa Electric's Transmission Asset Upgrades Program is in the public interest and that Tampa Electric proceeding to implement the program in 2020, 2021 and 2022 is not evidence of imprudence.

5. The Parties agree that the record supports a Commission finding that Tampa Electric's proposed study for the Substation Extreme Weather Hardening Program is in the public interest and that Tampa Electric proceeding with the study is not evidence of imprudence.

6. The Parties agree that the record supports a Commission finding that Tampa Electric's Distribution Overhead Feeder Hardening Program is in the public interest and that Tampa Electric proceeding to implement the program in 2020, 2021 and 2022 is not evidence of imprudence.

7. The Parties agree that the record supports a Commission finding that Tampa Electric's Transmission Access Enhancement Program is in the public interest and that Tampa Electric proceeding to implement the program in 2020, 2021 and 2022 is not evidence of imprudence.

8. The Parties agree that the record supports a Commission finding that Tampa Electric's Infrastructure Inspections Program is in the public interest and that Tampa Electric proceeding to implement the program in 2020, 2021 and 2022 is not evidence of imprudence.

9. The Parties agree that the record supports a Commission finding that Tampa Electric's Legacy Storm Hardening Plan Initiatives Program is in the public interest and that Tampa Electric proceeding to implement the program in 2020, 2021 and 2022 is not evidence of imprudence.

10. The Parties agree that the record supports a Commission finding that Tampa Electric's 2020-2029 Transmission and Distribution Storm Protection Plan meets all of the requirements of Section 366.96 of the Florida Statutes.

11. The Parties agree that the record supports a Commission finding that Tampa Electric's 2020-2029 Transmission and Distribution Storm Protection Plan will further the objectives of Section 366.96 of the Florida Statutes.

12. The Parties agree that the record supports a Commission finding that Tampa Electric's 2020-2029 Transmission and Distribution Storm Protection Plan contains the elements required by Rule 25-6.030 of the Florida Administrative Code.

13. The Parties agree that the record supports a Commission finding that it is in the public interest to approve Tampa Electric's 2020-2029 Transmission and Distribution Storm Protection Plan without modification.

14. The Parties agree that the approval of the SPP and its Programs consistent with this Agreement should not include or imply any determination of prudence for any project in a Program. Except as provided in paragraphs 19 through 26, below, OPC, FIPUG, and Walmart

retain the right to challenge the prudence or reasonableness of any project or costs for any project submitted through the SPPCRC during a true-up proceeding in 2021 or thereafter.

15. The Parties agree that Tampa Electric will work with Walmart to discuss and evaluate new potential SPP Programs prior to filing its next SPP and that this effort shall be separate from and supplemental to the activity specified in paragraph 15(c) of the 2020 Agreement. OPC and FIPUG take no position with regard to this paragraph.

16. Section 366.96(6), Florida Statutes, states:

At least every 3 years after approval of a utility's transmission and distribution storm protection plan, the utility must file for commission review an updated transmission and distribution storm protection plan that addresses each element specified by commission rule. The commission shall approve, modify, or deny each updated plan pursuant to the criteria used to review the initial plan.

17. Notwithstanding the three-year requirement in Section 366.96(6), in early 2022, Tampa Electric shall file for Commission review and approval an updated transmission and distribution storm protection plan ("2022 Updated SPP"). The company's 2022 Updated SPP shall reflect, at a minimum: (a) a comprehensive review of all of the Programs included in the company's 2020 SPP with revisions and modifications as deemed appropriate by Tampa Electric and (b) any new programs to be proposed by Tampa Electric. Upon approval by the Commission, the Parties intend that the 2022 Updated SPP will form the basis for cost recovery of SPP activities in 2023, 2024, and 2025 and that Tampa Electric will then next be required to file an updated SPP for approval again in 2025. TECO agrees it will not materially expand the scope of the programs and associated expenditures it seeks to recover in the SPPCRC for the years 2020 – 2022 beyond those that are included in the estimates shown in Tampa Electric's SPP filed on April 10, 2020, and as modified in the filing made on July 24, 2020, in the SPPCRC. TECO will base its requests

for cost recovery through the SPPCRC for the years 2023, 2024, and 2025 on the SPP update to be filed in 2022.

Docket No. 20200092-EI
Storm Protection Plan Cost Recovery Clause

18. The Parties agree that the direct testimony and exhibits filed by Tampa Electric in Docket No. 20200092-EI as described above should be inserted into the evidentiary record in Docket No. 20200092-EI and agree to waive cross examination of those witnesses. Walmart and OPC will not file testimony addressing Tampa Electric's petition for cost recovery in Docket No. 20200092-EI, however, Walmart may file testimony referencing Tampa Electric's demand charges in its testimony addressing rate design of the other investor-owned utilities in Docket No. 20200092-EI. Tampa Electric agrees that the company's responses to the Office of Public Counsel's Interrogatory Nos. 189 and 224 may be entered into the record of this proceeding. Upon the admission of the testimony and exhibits into the evidentiary record as specified in this paragraph, the Parties agree as provided in paragraphs 19 through 26, below.

19. The Parties agree that there is an evidentiary basis to support Tampa Electric's petition for approval of 2020-2021 costs associated with its 2020-2029 SPP, filed on July 24, 2020, in Docket No. 20200092-EI, and the petition should be granted.

20. The Parties agree that there is an evidentiary basis to approve the costs incurred for development of Tampa Electric's 2020-2029 SPP proposed for recovery in the SPPCRC and that those costs are reasonable and eligible for cost recovery through the SPPCRC, subject to a prudence review of actual costs in the applicable SPPCRC proceeding.

21. The Parties agree that there is evidentiary basis to approve the proposed total SPPCRC amounts to be collected by Tampa Electric during the period January 2021 through December 2021 in the amount of \$39,460,120. This amount includes the recovery of costs in the

amount of \$16,435,191 projected to be incurred in 2020, then reduced by \$10,400,000 to recognize those SPP costs in 2020 that are being transferred from base rates to the SPPCRC as agreed upon in Tampa Electric's 2020 Settlement Agreement; the recovery of costs in the amount of \$33,908,399 projected to be incurred in 2021; a reduction of \$511,861 to recognize those cost associated with Tampa Electric's Open Access Transmission Tariff; and an adjustment of \$28,391 to include the associated Revenue Tax Factor and that those costs are reasonable, subject to a prudence review of actual costs in the applicable SPPCRC proceeding. In addition, Tampa Electric as part of the 2020 Settlement Agreement will reduce the retail portion of the \$15 million in revenue requirements to recognize those ongoing SPP costs transferred from base rates to the SPPCRC.

22. The Parties agree that the appropriate SPPCRC factors for Tampa Electric for the period January 2021 through December 2021 as presented below are reasonable, have evidentiary support in the record and should be approved, subject to true-up in a future SPPCRC proceeding:

<u>Rate Schedule</u>	<u>Cost Recovery Factors (cents per kWh)</u>
RS	0.239
GS and CS	0.251
GSD Optional-Secondary	0.168
GSD Optional-Primary	0.166
GSD Optional-Subtransmission	0.164
LS-1, LS-2	0.354
<u>Rate Schedule</u>	<u>Cost Recovery Factors (dollars per kW)</u>
GSD-Secondary	0.72
GSD-Primary	0.71
GSD-Subtransmission	0.71
SBF-Secondary	0.72
SBF-Primary	0.71

SBF-Subtransmission	0.71
IS-Primary	0.17
IS-Subtransmission	0.17

23. The Parties agree that the effective date for billing purposes of Tampa Electric's proposed SPPCRC cost recovery factors specified above shall be the first billing cycle of January 2021.

24. The Parties agree that Tampa Electric Company's Motion to Approve Revised Tariff, dated July 31, 2020, should be approved so that the approximately \$15 million base rate reduction contemplated in paragraph 11 of the 2020 Agreement can be implemented concurrently with the implementation of the new SPPCRC cost recovery factors effective the first billing cycle of January 2021.

25. The Parties agree and acknowledge that all issues addressed herein may, consistent with Rule 25-6.031, Florida Administrative Code, still be subject to review and challenge by all Parties.

26. The Parties agree that nothing in this Agreement shall be construed to prevent any Party from challenging the reasonableness or prudence of SPP projects or costs of any projects in any future SPPCRC proceedings.

Other Provisions

27. Commission Approval.

(a) The provisions of this Agreement are contingent on approval of this Agreement in its entirety by the Commission without modification, regardless of the sequence of the individual above styled Docket decisions; further, any decision by the Commission not to approve any provision of this Agreement shall, per se and as a matter of law, render the Agreement null and void and of no force or effect. The Parties further agree that this Agreement is in the public interest,

that they will support this Agreement and that they will not request or support any order, relief, outcome, or result in conflict with the terms of this Agreement in any administrative or judicial proceeding relating to, reviewing, or challenging the establishment, approval, adoption, or implementation of this Agreement or the subject matter hereof.

(b) No Party will assert in any proceeding before the Commission that this Agreement or any of the terms in the Agreement shall have any precedential value. The Parties' agreement to the terms in the Agreement shall be without prejudice to any Party's ability to advocate a different position in future proceedings not involving this Agreement (meaning the Parties are not precluded from raising or advocating any issue in the 2022 SPP docket). The Parties further expressly agree that no individual provision, by itself, necessarily represents a position of any Party in any future proceeding, and the Parties further agree that no Party shall assert or represent in any future proceeding in any forum that another Party endorses any specific provision of this Agreement by virtue of that Party's signature on, or participation in, this Agreement. It is the intent of the Parties to this Agreement that the Commission's approval of all the terms and provisions of this Agreement is an express recognition that no individual term or provision, by itself, necessarily represents a position, in isolation, of any Party or that a Party to this Agreement endorses a specific provision, in isolation, of this Agreement by virtue of that Party's signature on, or participation in, this Agreement.

(c) No Party shall seek appellate review of any Commission order approving this Agreement in its entirety.

28. Disputes. To the extent a dispute arises among the Parties about the provisions, interpretation, or application of this Agreement, the Parties agree to meet and confer in an effort

to resolve the dispute. To the extent that the Parties cannot resolve any dispute, the matter may be submitted to the Commission for resolution.

29. Execution. This Agreement is dated as of August 3, 2020. It may be executed in counterpart originals and a facsimile of an original signature shall be deemed an original. Tampa Electric is authorized to compile executed signature pages and to attach them to this Agreement to constitute the original to be filed with the Commission and served on the Parties.

IN WITNESS WHEREOF, the Parties evidence their acceptance and agreement with the provisions of this Agreement by their signature(s):

Tampa Electric Company
702 N. Franklin Street
Tampa, FL 33601

E-Signed: 08/03/2020
Nancy Tower

By Nancy Tower, President

DocID: 20200803100655835

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Attachment C

Signature Page to Tampa Electric SPP Agreement

Office of Public Counsel
J. R. Kelly, Esquire
Public Counsel
Charles Rehwinkel, Esquire
Deputy Public Counsel
c/o The Florida Legislature
111 West Madison Street, Room 812
Tallahassee, FL 32399-1400

By: /s/ J.R. Kelly
J.R. Kelly

Signature Page to Tampa Electric SPP Agreement

The Florida Industrial Power Users Group
Jon C. Moyle, Jr., Esquire
Moyle Law Firm
The Perkins House
118 North Gadsden Street
Tallahassee, FL 32301

By: 
Jon C. Moyle, Jr. August 3, 2020

Signature Page to Tampa Electric SPP Agreement

Walmart Inc.
Stephanie U. Eaton
Spilman Thomas & Battle, PLLC
110 Oakwood Drive, Suite 500
Winston-Salem, NC 27103

By: 
Stephanie U. Eaton

FILED 7/31/2020
DOCUMENT NO. 04152-2020
FPSC - COMMISSION CLERK

AUSLEY McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

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(850) 224-9115 FAX (850) 222-7560

July 31, 2020

VIA: ELECTRONIC FILING

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

Re: Storm Protection Plan Cost Recovery Clause; Docket No. 20200092-EI

Dear Mr. Teitzman:

Attached for filing in the above docket is Tampa Electric Company's Motion to Approve Revised Tariff to implement the company's \$15 million base rate reduction in the Storm Protection Plan Cost Recovery Clause docket.

Thank you for your assistance in connection with this matter.

Sincerely,



Malcolm N. Means

MNM/bmp
Attachment

cc: All Parties of Record (w/attachment)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Storm Protection Plan) DOCKET NO. 20200092-EI
Cost Recovery Clause) FILED: July 31, 2020
_____)

**TAMPA ELECTRIC COMPANY'S
MOTION TO APPROVE REVISED TARIFF**

Tampa Electric Company (“Tampa Electric” or “company”) hereby petitions the Commission for approval of revised tariff sheets to implement the base rate adjustment requirement associated with the 2020 Settlement Agreement, and in support thereof, says:

1. On April 27, 2020, Tampa Electric filed an Agreed-To Motion to Approve 2020 Agreement. The 2020 Agreement is a settlement agreement entered into by Tampa Electric and various consumer parties that is intended to resolve issues in multiple dockets, including this docket. *See* Document No. 02227-2020, filed April 27, 2020 in Docket No. 20200092-EI.

2. On June 30, 2020, the Commission memorialized its approval of the 2020 Agreement in Order No. PSC 2020-0224-AS-EI.

3. The “centerpiece” of the 2020 Agreement is a proposal under which Tampa Electric will reduce its base rates by an agreed-upon amount and will recover all SPP-related costs (with limited exceptions) through the Storm Protection Plan Cost Recovery Clause (“SPPCRC”). Document No. 02227-2020, at ¶ 2.

4. The base rate reduction is governed by Paragraph 11(b) of the 2020 Agreement. Paragraph 11(b) sets out requirements for cost allocation and rate design, the timing of the base rate reduction, and the method for implementing the base rate reduction.

5. First, Paragraph 11(b) requires the company to utilize the cost allocation and rate design principles reflected in paragraph 3 of the 2013 Stipulation as modified by the 2017

Agreement to implement both the base rate reduction as well as the company's SPPCRC cost recovery factors. As explained in the direct testimony of William R. Ashburn filed on July 24, 2020 in this docket, the company used the allocation factors from the 2013 Cost of Service Study prepared in Docket No. 20130040-EI to develop the company's SPPCRC factors. Mr. Ashburn also explains that this methodology applied to the base rate reduction.

6. Second, Paragraph 11(b) states that the base rate reduction must "become effective contemporaneous with the beginning of cost recovery via the SPPCRC." As explained in the direct testimony of A. Sloan Lewis and Mark R. Roche filed on July 24, 2020 in this docket, the base rate reduction will begin concurrently with the inclusion of the SPPCRC factors on customer bills.

7. Finally, Paragraph 11(b) requires Tampa Electric to file the revised tariffs necessary to implement the one-time base rate reduction in this docket "on a schedule such that the necessary customer notices can be given and the proposed base rate reduction can become effective contemporaneous with the effective date of cost recovery by the company under the SPPCRC." The redline version of the proposed revised tariff sheets that will implement the one-time base rate reduction are attached to this motion as Exhibit One¹. The clean version of the proposed revised tariff sheets are attached as Exhibit Two. A schedule showing how the base rate reduction was allocated to rate class is attached as Exhibit Three. A schedule showing how base rate charges were reduced based on those allocations are included as Exhibit Four. Tampa Electric respectfully requests that the Commission approve these revised tariff sheets at the same time it approves the company's SPPCRC cost recovery factors, or earlier, if possible, which will enable the company to complete the necessary customer notices in a timely manner.

¹ Although the one-time base rate reduction specified in the 2020 Agreement was \$15,010,800, this amount was a total company number and after applying jurisdictional separation factors, the retail amount is \$14,876,228.78, so the tariffs attached as Exhibit One were prepared to reduce the company's retail revenues by \$14,876,228.78 and the remainder of the decrease will be made in conjunction with the company's 2021 wholesale rate filing.

8. The undersigned has consulted with counsel for the Office of Public Counsel and is authorized to state that they support this Motion, and consulted with counsel for Walmart and is authorized to state that they do not oppose this Motion. The undersigned contacted counsel for the other parties to this docket, but as of the filing of this motion those parties had not taken a position on the Motion.

WHEREFORE, Tampa Electric Company respectfully requests the Commission's approval of the company's revised tariff sheets necessary to implement the one-time base rate reduction called for by the 2020 Agreement.

DATED this 31st day of July 2020.

Respectfully submitted,



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ATTORNEYS FOR TAMPA ELECTRIC COMPANY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion to Approve Revised Tariff filed on behalf of Tampa Electric Company, has been furnished by electronic mail on this 31st day of July 2020 to the following:

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Mr. Charles Murphy
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ATTORNEY

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EXHIBIT 1



TWENTY-~~SIXTH~~ SEVENTH REVISED SHEET NO. 6.030
CANCELS TWENTY-~~FIFTH~~ SIXTH REVISED SHEET NO.
6.030

RESIDENTIAL SERVICE

SCHEDULE: RS

AVAILABLE: Entire service area.

APPLICABLE: To residential consumers in individually metered private residences, apartment units, and duplex units. All energy must be for domestic purposes and should not be shared with or sold to others. In addition, energy used in commonly-owned facilities in condominium and cooperative apartment buildings will qualify for this rate schedule, 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 provides 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.

Resale not permitted.

Billing charges shall be prorated for billing periods that are less than 25 days or greater than 35 days. If the billing period exceeds 35 days and the billing extension causes energy consumption, based on average daily usage, to exceed 1,000 kWh, the excess consumption will be charged at the lower monthly Energy and Demand Charge.

LIMITATION OF SERVICE: This schedule includes service to single phase motors rated up to 7.5 HP. Three phase service may be provided where available for motors rated 7.5 HP and over.

MONTHLY RATE:

Basic Service Charge:
\$15.05

Energy and Demand Charge:

First 1,000 kWh	5.274181¢ per kWh
All additional kWh	6.274181¢ per kWh

MINIMUM CHARGE: The Basic Service Charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

Continued to Sheet No. 6.031

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: January 1, 2020



TWENTY-~~SEVENTH~~-~~EIGHTH~~ REVISED SHEET NO. 6.050
CANCELS TWENTY-~~SIXTH~~-~~SEVENTH~~ REVISED SHEET
NO. 6.050

GENERAL SERVICE - NON DEMAND

SCHEDULE: GS

AVAILABLE: Entire service area.

APPLICABLE: For lighting and power in establishments not classified as residential whose energy consumption has not exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. For any billing period that exceeds 35 days, the energy consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: Single or 3 phase, 60 cycles and approximately 120 volts or higher, at Company's option.

LIMITATION OF SERVICE: All service under this rate shall be furnished through one meter. Standby service permitted on Schedule GST only.

MONTHLY RATE:

Basic Service Charge:

Metered accounts	\$18.06
Un-metered accounts	\$15.05

Energy and Demand Charge:

5.542448¢ per kWh

MINIMUM CHARGE: The Basic Service Charge.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 0.168¢ per kWh of billing energy. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

Continued to Sheet No. 6.051

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: January 1, 2020



TWENTY-~~SIXTH~~ SEVENTH REVISED SHEET NO. 6.080
 CANCELS TWENTY-~~FIFTH~~ SIXTH REVISED SHEET NO.
 6.080

GENERAL SERVICE - DEMAND

SCHEDULE: GSD

AVAILABLE: Entire service area.

APPLICABLE: To any customer whose energy consumption has exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. Also available to customers with energy consumption at any level below 9,000 kWh per billing period who agree to remain on this rate for at least twelve (12) months. For any billing period that exceeds 35 days, the energy consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard Company voltage.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

MONTHLY RATE:

STANDARD

OPTIONAL

Basic Service Charge:

Secondary Metering Voltage \$ 30.10
 Primary Metering Voltage \$ 130.44
 Subtrans. Metering Voltage \$ 993.27

Basic Service Charge:

Secondary Metering Voltage \$ 30.10
 Primary Metering Voltage \$ 130.44
 Subtrans. Metering Voltage \$ 993.27

Demand Charge:

~~\$11.03~~ 10.76 per kW of billing demand

Demand Charge:

\$0.00 per kW of billing demand

Energy Charge:

1.589¢ per kWh

Energy Charge:

~~6.650~~ 585¢ per kWh

The customer may select either standard or optional. Once an option is selected, the customer must remain on that option for twelve (12) consecutive months.

Continued to Sheet No. 6.081

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: ~~January 1, 2020~~



TWENTY-~~FOURTH~~ FIFTH REVISED SHEET NO. 6.085
CANCELS TWENTY-~~THIRD~~ FOURTH REVISED SHEET
NO. 6.085

**INTERRUPTIBLE SERVICE
(CLOSED TO NEW BUSINESS AS OF MAY 7, 2009)**

SCHEDULE: IS

AVAILABLE: Entire Service Area.

APPLICABLE: To be eligible for service under Rate Schedule IS, a customer must have been taking interruptible service under rate schedules IS-1, IST-1, IS-3, IST-3, SBI-1, or SBI-3 on May 6, 2009 and have signed the Agreement for the Purchase of Industrial Load Management Service under Rate Schedule GSLM-2. When electric service is desired at more than one location, each such location or point of delivery shall be considered as a separate customer. Resale not permitted.

CHARACTER OF SERVICE: The electric energy supplied under this schedule is three phase primary voltage or higher.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

MONTHLY RATE:

Basic Service Charge:

Primary Metering Voltage	\$ 624.05
Subtransmission Metering Voltage	\$2,379.85

Demand Charge:

\$3.~~96~~ 90 per KW of billing demand

Energy Charge:

2.513¢ per KWH

Continued to Sheet No. 6.086

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: ~~January 1, 2020~~



THIRTY-~~SECOND~~-~~THIRD~~ REVISED SHEET NO. 6.290
CANCELS THIRTY-~~FIRST~~-~~SECOND~~ REVISED SHEET NO.
6.290

CONSTRUCTION SERVICE

SCHEDULE: CS

AVAILABLE: Entire service area.

APPLICABLE: Single phase temporary service used primarily for construction purposes.

LIMITATION OF SERVICE: Service is limited to construction poles and services installed under the TUG program. Construction poles are limited to a maximum of 70 amperes at 240 volts for construction poles. Larger (non-TUG) services and three phase service entrances must be served under the appropriate rate schedule, plus the cost of installing and removing the temporary facilities is required.

MONTHLY RATE:

Basic Service Charge: \$18.06

Energy and Demand Charge: ~~5.542448¢~~ per kWh

MINIMUM CHARGE: The Basic Service Charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet Nos. 6.020 and 6.021.

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021.

ENVIRONMENTAL COST RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.021.

FLORIDA GROSS RECEIPTS TAX: Sheet No. 6.021.

FRANCHISE FEE CHARGE: See Sheet No. 6.021.

MISCELLANEOUS: A Temporary Service Charge of \$260.00 shall be paid upon application for the recovery of costs associated with providing, installing, and removing the company's temporary service facilities for construction poles. Where the Company is required to provide additional facilities other than a service drop or connection point to the Company's existing distribution system, the customer shall also pay, in advance, for the estimated cost of providing, installing and removing such additional facilities, excluding the cost of any portion of these facilities which will remain as a part of the permanent service.

PAYMENT OF BILLS: See Sheet No. 6.022.

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: ~~January 1, 2020~~



TWENTY-~~SIXTH~~ SEVENTH REVISED SHEET NO. 6.320
CANCELS TWENTY-~~FIFTH~~ SIXTH REVISED SHEET NO.
6.320

TIME-OF-DAY
GENERAL SERVICE - NON DEMAND
(OPTIONAL)

SCHEDULE: GST

AVAILABLE: Entire service area.

APPLICABLE: For lighting and power in establishments not classified as residential whose energy consumption has not exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. All of the electric load requirements on the customer's premises must be metered at one (1) point of delivery. For any billing period that exceeds 35 days, the energy consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: Single or 3 phase, 60 cycles and approximately 120 volts or higher, at Company's option.

LIMITATION OF SERVICE: All service under this rate shall be furnished through one meter. Standby service permitted.

MONTHLY RATE:

Basic Service Charge:
\$20.07

Energy and Demand Charge:
12.465371¢ per kWh during peak hours
3.447053¢ per kWh during off-peak hours

Continued to Sheet No. 6.321

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: January 1, 2020



TWENTY-~~SEVENTH-EIGHTH~~ REVISED SHEET NO. 6.330
CANCELS TWENTY-~~SIXTH-SEVENTH~~ REVISED SHEET
NO. 6.330

**TIME-OF-DAY
GENERAL SERVICE - DEMAND
(OPTIONAL)**

SCHEDULE: GSDT

AVAILABLE: Entire service area.

APPLICABLE: To any customer whose energy consumption has exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. Also available to customers with energy consumption at any level below 9,000 kWh per billing period who agree to remain on this rate for at least twelve (12) months. For any billing period that exceeds 35 days, the consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard Company voltage.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

MONTHLY RATE:

Basic Service Charge:

Secondary Metering Voltage	\$ 30.10
Primary Metering Voltage	\$ 130.44
Subtransmission Metering Voltage	\$ 993.27

Demand Charge:

\$~~3.7144~~ per kW of billing demand, plus
\$~~7.3104~~ per kW of peak billing demand

Energy Charge:

2.908¢ per kWh during peak hours
1.049¢ per kWh during off-peak hours

Continued to Sheet No. 6.331

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: ~~January 1, 2020~~



TWENTY-~~FOURTH~~FIFTH REVISED SHEET NO. 6.340
CANCELS TWENTY-~~THIRD~~FOURTH REVISED SHEET
NO. 6.340

**TIME OF DAY
INTERRUPTIBLE SERVICE
(CLOSED TO NEW BUSINESS AS OF MAY 7, 2009)**

SCHEDULE: IST

AVAILABLE: Entire Service Area.

APPLICABLE: To be eligible for service under Rate Schedule IST, a customer must have been taking interruptible service under rate schedules IS-1, IST-1, IS-3, IST-3, SBI-1, or SBI-3 on May 6, 2009 and have signed the Agreement for the Purchase of Industrial Load Management Service under Rate Schedule GSLM-2. When electric service is desired at more than one location, each such location or point of delivery shall be considered as a separate customer. Resale not permitted.

CHARACTER OF SERVICE: The electric energy supplied under this schedule is three phase primary voltage or higher.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

Basic Service Charge:

Primary Metering Voltage	\$ 624.05
Subtransmission Metering Voltage	\$2,379.85

Demand Charge:

\$3.~~96~~90 per KW of billing demand

Energy Charge:

2.513¢ per KWH

Continued to Sheet No. 6.345

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: ~~January 1, 2020~~



~~TWELFTH-THIRTEENTH~~ REVISED SHEET NO. 6.565
 CANCELS ~~ELEVENTH-TWELFTH~~ REVISED SHEET NO.
 6.565

Continued from Sheet No. 6.560

MONTHLY RATES:

Basic Service Charge: \$15.05

Energy and Demand Charges: ~~5.585495~~¢ per kWh (for all pricing periods)

MINIMUM CHARGE: The Basic Service Charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet Nos. 6.020 and 6.021.

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021.

ENVIRONMENTAL COST RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.021.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.021.

FRANCHISE FEE CHARGE: See Sheet No. 6.021.

PAYMENT OF BILLS: See Sheet No. 6.022.

DETERMINATION OF PRICING PERIODS: Pricing periods are established by season for weekdays and weekends. The pricing periods for price levels P₁ (Low Cost Hours), P₂ (Moderate Cost Hours) and P₃ (High Cost Hours) are as follows:

<u>May through October</u>	<u>P₁</u>	<u>P₂</u>	<u>P₃</u>
Weekdays	11 P.M. to 6 A.M.	6 A.M. to 1 P.M. 6 P.M. to 11 P.M.	1 P.M. to 6 P.M.
Weekends	11 P.M. to 6 A.M.	6 A.M. to 11 P.M.	-----
<u>November through April</u>	<u>P₁</u>	<u>P₂</u>	<u>P₃</u>
Weekdays	11 P.M. to 5 A.M.	5 A.M. to 6 A.M. 10 A.M. to 11 P.M.	6 A.M. to 10 A.M.
Weekends	11 P.M. to 6 A.M.	6 A.M. to 11 P.M.	-----

The pricing periods for price level P₄ (Critical Cost Hours) shall be determined at the sole discretion of the Company. Level P₄ hours shall not exceed 134 hours per year.

Continued to Sheet No. 6.570

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: ~~January 1, 2020~~



~~FIFTEENTH-SIXTEENTH~~ REVISED SHEET NO. 6.600
CANCELS ~~FOURTEENTH-FIFTEENTH~~ REVISED SHEET
NO. 6.600

FIRM STANDBY AND SUPPLEMENTAL SERVICE

SCHEDULE: SBF

AVAILABLE: Entire service area.

APPLICABLE: Required for all self-generating Customers whose generating capacity in kilowatts (exclusive of emergency generation equipment) exceeds 20% of their site load in kilowatts and who take firm service from the utility. Also available to self-generating Customers whose generating capacity in kilowatts does not exceed 20% of their site load in kilowatts, but who agree to all the terms and conditions of this rate schedule. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard company voltage.

LIMITATION OF SERVICE: A customer taking service under this tariff must sign a Tariff Agreement for the Purchase of Firm Standby and Supplemental Service. (See Sheet No. 7.600)

MONTHLY RATE:

Basic Service Charge:

Secondary Metering Voltage	\$ 55.18
Primary Metering Voltage	\$ 155.51
Subtransmission Metering Voltage	\$1,018.36

CHARGES FOR STANDBY SERVICE:

Demand Charge:

\$ ~~1.9568~~ per kW-Month of Standby Demand
(Local Facilities Reservation Charge)

plus the greater of:

\$ 1.55 per kW-Month of Standby Demand
(Power Supply Reservation Charge) or
\$ 0.62 per kW-Day of Actual Standby Billing Demand
(Power Supply Demand Charge)

Energy Charge:

0.917¢ per Standby kWh

Continued to Sheet No. 6.601

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: ~~January 1, 2020~~



~~SEVENTEENTH-EIGHTEENTH~~ REVISED SHEET NO.
6.601
CANCELS ~~SIXTEENTH-SEVENTEENTH~~ REVISED SHEET
NO. 6.601

Continued from Sheet No. 6.600

CHARGES FOR SUPPLEMENTAL SERVICE:

Demand Charge:

~~\$41.03~~10.76 per kW-Month of Supplemental Billing Demand (Supplemental Billing Demand Charge)

Energy Charge:

1.589¢ per Supplemental kWh

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

	<u>April 1 - October 31</u>	<u>November 1 - March 31</u>
<u>Peak Hours:</u> (Monday-Friday)	12:00 Noon - 9:00 PM	6:00 AM - 10:00 AM and 6:00 PM - 10:00 PM

Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

BILLING UNITS:

Demand Units: Metered Demand - The highest measured 30-minute interval kW demand served by the company during the month.

Site Load - The highest kW total of Customer generation plus deliveries by the company less deliveries to the Company, occurring in the same 30-minute interval, during the month.

Normal Generation - The generation level equaled or exceeded by the Customer's generation 10% of the metered intervals during the previous twelve months.

Supplemental Billing Demand - The amount, if any, by which the highest Site Load during any 30-minute interval in the month exceeds Normal Generation, but no greater than Metered Demand.

Continued to Sheet No. 6.602

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: ~~January 1, 2020~~



~~TWELFTH-THIRTEENTH~~ REVISED SHEET NO. 6.605
CANCELS ~~ELEVENTH-TWELFTH~~ REVISED SHEET NO.
6.605

**TIME-OF-DAY
FIRM STANDBY AND SUPPLEMENTAL SERVICE
(OPTIONAL)**

SCHEDULE: SBFT

AVAILABLE: Entire service area.

APPLICABLE: Required for all self-generating Customers whose generating capacity in kilowatts (exclusive of emergency generation equipment) exceeds 20% of their site load in kilowatts and who take firm service from the utility. Also available to self-generating Customers whose generating capacity in kilowatts does not exceed 20% of their site load in kilowatts, but who agree to all the terms and conditions of this rate schedule. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard company voltage.

LIMITATION OF SERVICE: A Customer taking service under this tariff must sign a Tariff Agreement for the Purchase of Firm Standby and Supplemental Service. (See Sheet No. 7.600)

MONTHLY RATE:

Basic Service Charge:

Secondary Metering Voltage	\$ 55.18
Primary Metering Voltage	\$ 155.51
Subtransmission Metering Voltage	\$1,018.36

CHARGES FOR STANDBY SERVICE:

Demand Charge:

\$ 1.9568	per kW-Month of Standby Demand (Local Facilities Reservation Charge)
plus the greater of:	
\$ 1.55	per kW-Month of Standby Demand (Power Supply Reservation Charge) or
\$ 0.62	per kW-Day of Actual Standby Billing Demand (Power Supply Demand Charge)

Energy Charge:

0.917¢	per Standby kWh
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Continued to Sheet No. 6.606

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: January 1, 2020



~~FOURTEENTH~~ ~~FIFTEENTH~~ REVISED SHEET NO. 6.606
CANCELS ~~THIRTEENTH~~ ~~FOURTEENTH~~ REVISED SHEET
NO. 6.606

Continued from Sheet No. 6.605

CHARGES FOR SUPPLEMENTAL SERVICE

Demand Charge:

\$~~3.7444~~ per kW-Month of Supplemental Demand (Supplemental Billing Demand Charge), plus
\$~~7.3404~~ per kW-Month of Supplemental Peak Demand (Supplemental Peak Billing Demand Charge)

Energy Charge:

2.908¢ per Supplemental kWh during peak hours
1.049¢ per Supplemental kWh during off-peak hours

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

	<u>April 1 - October 31</u>	<u>November 1 - March 31</u>
<u>Peak Hours:</u> (Monday-Friday)	12:00 Noon - 9:00 PM	6:00 AM - 10:00 AM and 6:00 PM - 10:00 PM

Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

BILLING UNITS:

Demand Units: Metered Demand - The highest measured 30-minute interval kW demand served by the Company during the month.

Metered Peak Demand - The highest measured 30-minute interval kW demand served by the Company during the peak hours.

Site Load - The highest kW total of Customer generation plus deliveries by the company less deliveries to the company, occurring in the same 30-minute interval, during the month.

Continued to Sheet No. 6.607

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: ~~January 1, 2020~~



~~TWELFTH-THIRTEENTH~~ REVISED SHEET NO. 6.700
CANCELS ~~ELEVENTH-TWELFTH~~ REVISED SHEET NO.
6.700

**INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE
(CLOSED TO NEW BUSINESS AS OF MAY 7, 2009)**

SCHEDULE: SBI

AVAILABLE: Entire service area.

APPLICABLE: Required for all self-generating customers eligible for service under rate schedules IS or IST whose generating capacity in kilowatts (exclusive of emergency generation equipment) exceeds 20% of their site load in kilowatts. Also available to self-generating customers eligible for service under rate schedules IS or IST whose generating capacity in kilowatts does not exceed 20% of their site load in kilowatts, but who agree to all the terms and conditions of this rate schedule. To be eligible for service under this rate schedule, a customer must have been taking interruptible service under rate schedules IS-1, IST-1, IS-3, IST-3, SBI-1, or SBI-3 on May 6, 2009 and have signed the Supplemental Tariff Agreement for the Purchase of Industrial Standby and Supplemental Load Management Rider Service. Resale not permitted.

CHARACTER OF SERVICE: The electric energy supplied under this schedule is three phase primary voltage or higher

LIMITATION OF SERVICE: A customer taking service under this tariff must sign the Tariff Agreement for the Purchase of Standby and Supplemental Service

MONTHLY RATE:

Basic Service Charge:

Primary Metering Voltage	\$649.14
Subtransmission Metering Voltage	\$2,404.93

Demand Charge:

~~\$3.96-90~~ per KW-Month of Supplemental Demand (Supplemental Demand Charge)
~~\$1.45-39~~ per KW-Month of Standby Demand (Local Facilities Reservation Charge)

plus the greater of:

\$1.20 per KW-Month of Standby Demand (Power Supply Reservation Charge); or

\$0.48 per KW-Day of Actual Standby Billing Demand (Power Supply Demand Charge)

Continued to Sheet No. 6.705

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: ~~January 1, 2020~~



~~TENTH~~ ~~ELEVENTH~~ REVISED SHEET NO. 6.805
 CANCELS ~~NINTH~~ ~~TENTH~~ REVISED SHEET NO. 6.805

Continued from Sheet No. 6.800

MONTHLY RATE:

High Pressure Sodium Fixture, Maintenance, and Base Energy Charges:

Rate Code		Description	Lamp Size				Charges per Unit (\$)			
Dusk to Dawn	Timed Svc.		Initial Lumens ⁽²⁾	Lamp Wattage ⁽³⁾	kWh		Fixture	Maint.	Base Energy ⁽⁴⁾	
					Dusk to Dawn	Timed Svc.			Dusk to Dawn	Timed Svc.
800	860	Cobra ⁽¹⁾	4,000	50	20	10	3.16	2.48	0.504 7	0.252 4
802	862	Cobra/Nema ⁽¹⁾	6,300	70	29	14	3.20	2.11	0.736 9	0.353 3
803	863	Cobra/Nema ⁽¹⁾	9,500	100	44	22	3.63	2.33	1.400 4	0.555 2
804	864	Cobra ⁽¹⁾	16,000	150	66	33	4.18	2.02	1.665 6	0.837 8
805	865	Cobra ⁽¹⁾	28,500	250	105	52	4.87	2.60	2.644 9	1.342 3
806	866	Cobra ⁽¹⁾	50,000	400	163	81	5.09	2.99	4.093 86	2.031 92
468	454	Flood ⁽¹⁾	28,500	250	105	52	5.37	2.60	2.644 9	1.342 3
478	484	Flood ⁽¹⁾	50,000	400	163	81	5.71	3.00	4.093 86	2.031 92
809	869	Mongoose ⁽¹⁾	50,000	400	163	81	6.50	3.02	4.093 86	2.031 92
509	508	Post Top (PT) ⁽¹⁾	4,000	50	20	10	3.98	2.48	0.504 7	0.252 4
570	530	Classic PT ⁽¹⁾	9,500	100	44	22	11.85	1.89	1.400 4	0.555 2
810	870	Coach PT ⁽¹⁾	6,300	70	29	14	4.71	2.11	0.736 9	0.353 3
572	532	Colonial PT ⁽¹⁾	9,500	100	44	22	11.75	1.89	1.400 4	0.555 2
573	533	Salem PT ⁽¹⁾	9,500	100	44	22	9.03	1.89	1.400 4	0.555 2
550	534	Shoebox ⁽¹⁾	9,500	100	44	22	8.01	1.89	1.400 4	0.555 2
566	536	Shoebox ⁽¹⁾	28,500	250	105	52	8.69	3.18	2.644 9	1.342 3
552	538	Shoebox ⁽¹⁾	50,000	400	163	81	9.52	2.44	4.093 86	2.031 92

⁽¹⁾ Closed to new business

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: January 1, 2020



~~TENTH-ELEVENTH~~ REVISED SHEET NO. 6.805
CANCELS ~~NINTH-TENTH~~ REVISED SHEET NO. 6.805

- (2) Lumen output may vary by lamp configuration and age.
- (3) Wattage ratings do not include ballast losses.
- (4) The Base Energy charges are calculated by multiplying the kWh times the lighting base energy rate of ~~2.540369¢~~ per kWh for each fixture.

Continued to Sheet No. 6.806

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: ~~January 1, 2020~~



~~EIGHTH-NINTH~~ REVISED SHEET NO. 6.806
 CANCELS ~~SEVENTH-EIGHTH~~ REVISED SHEET NO. 6.806

Continued from Sheet No. 6.805

MONTHLY RATE:

Metal Halide Fixture, Maintenance, and Base Energy Charges:

Rate Code		Description	Lamp Size				Charges per Unit (\$)			
Dusk to Dawn	Timed Svc.		Initial Lumens ⁽²⁾	Lamp Wattage ⁽³⁾	kWh		Fixture	Maint.	Base Energy ⁽⁴⁾	
					Dusk to Dawn	Timed Svc.			Dusk to Dawn	Timed Svc.
704	724	Cobra ⁽¹⁾	29,700	350	138	69	7.53	4.99	3.462 7 3	1.736 3 1.988
520	522	Cobra ⁽¹⁾	32,000	400	159	79	6.03	4.01	3.997 7 1.736	1.988 7 1.736
705	725	Flood ⁽¹⁾	29,700	350	138	69	8.55	5.04	3.462 7 3	1.736 3 1.988
556	541	Flood ⁽¹⁾	32,000	400	159	79	8.36	4.02	3.997 7 7	1.988 7 4.795
558	578	Flood ⁽¹⁾	107,800	1,000	383	191	10.50	8.17	9.640 7 2	4.795 2 0.858
701	721	General PT ⁽¹⁾	12,000	150	67	34	10.60	3.92	1.685 9 1	0.858 1 0.938
574	548	General PT ⁽¹⁾	14,400	175	74	37	10.89	3.73	1.867 5 8	0.938 8 0.858
700	720	Salem PT ⁽¹⁾	12,000	150	67	34	9.33	3.92	1.685 9 1	0.858 1 0.938
575	568	Salem PT ⁽¹⁾	14,400	175	74	37	9.38	3.74	1.867 5 8	0.938 8 0.858
702	722	Shoebox ⁽¹⁾	12,000	150	67	34	7.22	3.92	1.685 9 1	0.858 1 0.938
564	549	Shoebox ⁽¹⁾	12,800	175	74	37	7.95	3.70	1.867 5 8	0.938 8 1.736
703	723	Shoebox ⁽¹⁾	29,700	350	138	69	9.55	4.93	3.462 7 3	1.736 3 1.988
554	540	Shoebox ⁽¹⁾	32,000	400	159	79	10.02	3.97	3.997 7 7	1.988 7 4.795
576	577	Shoebox ⁽¹⁾	107,800	1,000	383	191	16.50	8.17	9.640 7 2	4.795 2

(1) Closed to new business
 (2) Lumen output may vary by lamp configuration and age.
 (3) Wattage ratings do not include ballast losses.
 (4) The Base Energy charges are calculated by multiplying the kWh times the lighting base energy rate of ~~2.540369~~¢ per kWh for each fixture.

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: ~~January 1, 2020~~



~~EIGHTH-NINTH~~ REVISED SHEET NO. 6.806
CANCELS ~~SEVENTH-EIGHTH~~ REVISED SHEET NO. 6.806

Continued to Sheet No. 6.808



~~NINTH-TENTH~~ REVISED SHEET NO. 6.808
 CANCELS ~~EIGHTH/NINTH~~ REVISED SHEET NO. 6.808

Continued from Sheet No. 6.806

MONTHLY RATE:

LED Fixture, Maintenance, and Base Energy Charges:

Rate Code		Description	Size				Charges per Unit (\$)			
Dusk to Dawn	Timed Svc.		Initial Lumens ⁽²⁾	Lamp Wattage ⁽³⁾	kWh ⁽¹⁾		Fixture	Maintenance	Base Energy ⁽⁴⁾	
					Dusk to Dawn	Timed Svc.			Dusk to Dawn	Timed Svc.
828	848	Roadway ⁽¹⁾	5,155	56	20	10	7.27	1.74	0.5047	0.2624
820	840	Roadway ⁽¹⁾	7,577	103	36	18	11.15	1.19	0.9085	0.4543
821	841	Roadway ⁽¹⁾	8,300	106	37	19	11.15	1.20	0.9388	0.4845
829	849	Roadway ⁽¹⁾	15,285	157	55	27	11.10	2.26	1.3830	0.6864
822	842	Roadway ⁽¹⁾	15,300	196	69	34	14.58	1.26	1.7363	0.8581
823	843	Roadway ⁽¹⁾	14,831	206	72	36	16.80	1.38	1.8471	0.9085
835	855	Post Top ⁽¹⁾	5,176	60	21	11	16.53	2.28	0.5350	0.2826
824	844	Post Top ⁽¹⁾	3,974	67	24	12	19.67	1.54	0.6057	0.3028
825	845	Post Top ⁽¹⁾	6,030	99	35	17	20.51	1.56	0.8883	0.4340
836	856	Post Top ⁽¹⁾	7,360	100	35	18	16.70	2.28	0.8883	0.4543
830	850	Area-Lighter ⁽¹⁾	14,100	152	53	27	14.85	2.51	1.3326	0.6864
826	846	Area-Lighter ⁽¹⁾	13,620	202	71	35	19.10	1.41	1.7868	0.8883
827	847	Area-Lighter ⁽¹⁾	21,197	309	108	54	20.60	1.55	2.7456	1.3628
831	851	Flood ⁽¹⁾	22,122	238	83	42	15.90	3.45	2.0819	1.0509
832	852	Flood ⁽¹⁾	32,087	359	126	63	19.16	4.10	3.4629	1.5849
833	853	Mongoose ⁽¹⁾	24,140	245	86	43	14.71	3.04	2.4604	1.0802
834	854	Mongoose ⁽¹⁾	32,093	328	115	57	16.31	3.60	2.8972	1.4335

(1) Closed to new business
 (2) Average
 (3) Average wattage. Actual wattage may vary by up to +/- 5 watts.
 (4) The Base Energy charges are calculated by multiplying the kWh times the lighting base energy rate of ~~2.540369~~ per kWh for each fixture.

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: January 1, 2020



~~NINTH-TENTH~~ REVISED SHEET NO. 6.808
CANCELS ~~EIGHTH-NINTH~~ REVISED SHEET NO. 6.808

Continued to Sheet No. 6.810



FOURTH FIFTH REVISED SHEET NO. 6.809
CANCELS ~~THIRD FOURTH~~ REVISED SHEET NO. 6.809

Continued from Sheet No. 6.808

MONTHLY RATE:

LED Fixture, Maintenance, and Base Energy Charges:

Rate Code		Description	Size				Charges per Unit (\$)			
Dusk to Dawn	Timed Svc.		Initial Lumens ⁽¹⁾	Lamp Wattage ⁽²⁾	kWh ⁽¹⁾		Fixture	Maint.	Base Energy ⁽³⁾	
					Dusk to Dawn	Timed Svc.			Dusk to Dawn	Timed Svc.
912	981	Roadway	2,600	27	9	5	4.83	1.74	0.232	0.4312
914		Roadway	5,392	47	16		5.97	1.74	0.403	
921		Roadway/Area	8,500	88	31		8.97	1.74	0.787	
926	982	Roadway	12,414	105	37	18	6.83	1.19	0.938	0.4543
932		Roadway/Area	15,742	133	47		14.15	1.38	1.481	
935		Area-Lighter	16,113	143	50		11.74	1.41	1.261	
937		Roadway	16,251	145	51		8.61	2.26	1.282	
941	983	Roadway	22,233	182	64	32	11.81	2.51	1.645	0.8076
945		Area-Lighter	29,533	247	86		16.07	2.51	2.460	
947	984	Area-Lighter	33,600	330	116	58	20.13	1.55	2.947	1.4637
951	985	Flood	23,067	199	70	35	11.12	3.45	1.766	0.8883
953	986	Flood	33,113	255	89	45	21.48	4.10	2.231	1.4307
956	987	Mongoose	23,563	225	79	39	11.78	3.04	1.988	0.9892
958		Mongoose	34,937	333	117		17.84	3.60	2.947	
965		Granville Post Top (PT)	3,024	26	9		5.80	2.28	0.232	
967	988	Granville PT	4,990	39	14	7	13.35	2.28	0.353	0.4817
968	989	Granville PT Enh ⁽⁴⁾	4,476	39	14	7	15.35	2.28	0.353	0.4817
971		Salem PT	5,240	55	19		10.95	1.54	0.484	
972		Granville PT	7,076	60	21		14.62	2.28	0.535	
973		Granville PT Enh ⁽⁴⁾	6,347	60	21		16.62	2.28	0.535	
975	990	Salem PT	7,188	76	27	13	13.17	1.54	0.686	0.3331

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: January 1, 2020



~~THIRD~~ ~~FOURTH~~ ~~REVISED SHEET NO. 6.809~~
~~FOURTH~~ ~~FIFTH~~ ~~REVISED SHEET NO. 6.809~~
CANCELS ~~THIRD~~ ~~FOURTH~~ ~~REVISED SHEET NO. 6.809~~

- (1) Average
- (2) Average wattage. Actual wattage may vary by up to +/- 10 %.
- (3) The Base Energy charges are calculated by multiplying the kWh times the lighting base energy rate of ~~2.540369¢~~ per kWh for each fixture.
- (4) Enhanced Post Top. Customizable decorative options

Continued to Sheet No. 6.810



~~EIGHTH-NINTH~~ REVISED SHEET NO. 6.815
 CANCELS ~~SEVENTH-EIGHTH~~ REVISED SHEET NO. 6.815

Continued from Sheet No. 6.810

Miscellaneous Facilities Charges:

Rate Code	Description	Monthly Facility Charge	Monthly Maintenance Charge
563	Timer	\$7.54	\$1.43
569	PT Bracket (accommodates two post top fixtures)	\$4.27	\$0.06

NON-STANDARD FACILITIES AND SERVICES:

The customer shall pay all costs associated with additional company facilities and services that are not considered standard for providing lighting service, including but not limited to, the following:

1. relays;
2. distribution transformers installed solely for lighting service;
3. protective shields;
4. bird deterrent devices;
5. light trespass shields;
6. light rotations;
7. light pole relocations;
8. devices required by local regulations to control the levels or duration of illumination including associated planning and engineering costs;
9. removal and replacement of pavement required to install underground lighting cable; and
10. directional boring.

MINIMUM CHARGE: The monthly charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet Nos. 6.020 and 6.021.

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021

ENVIRONMENTAL COST RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.021

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.021

FRANCHISE FEE: See Sheet No. 6.021

PAYMENT OF BILLS: See Sheet No. 6.022

SPECIAL CONDITIONS:

On customer-owned public street and highway lighting systems not subject to other rate schedules, the monthly rate for energy served at primary or secondary voltage, at the company's option, shall be ~~2.540369¢~~ per kWh of metered usage, plus a Basic Service Charge of \$10.52 per month and the applicable additional charges as specified on Sheet Nos. 6.020 and 6.021.

Continued to Sheet No. 6.820

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: January 1, 2020



~~FIRST-SECOND~~ REVISED SHEET NO. 6.830
CANCELS ~~ORIGINAL-FIRST~~ SHEET NO. 6.830

CUSTOMER SPECIFIED LIGHTING SERVICE

SCHEDULE: LS-2

AVAILABLE: Entire service area

APPLICABLE:

Customer Specified Lighting Service is applicable to any customer for the sole purpose of lighting roadways or other outdoor areas. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party. At the Company's option, a deposit amount of up to a two (2) month's average bill may be required at anytime.

CHARACTER OF SERVICE:

Service is provided during the hours of darkness normally on a dusk-to-dawn basis. At the Company's option and at the customer's request, the company may permit a timer to control a lighting system provided under this rate schedule that is not used for dedicated street or highway lighting. The Company shall install and maintain the timer at the customer's expense. The Company shall program the timer to the customer's specifications as long as such service does not exceed 2,100 hours each year. Access to the timer is restricted to company personnel.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgment of the Company, location of the proposed lights are, and will continue to be, feasible and accessible to Company personnel and equipment for both construction and maintenance and such installation is not appropriate as a public offering under LS-1.

TERM OF SERVICE:

Service under this rate schedule shall, at the option of the customer, be for an initial term of twenty (20) years beginning on the date one or more of the lighting equipment is installed, energized, and ready for use and shall continue after the initial term for successive one-year terms until terminated by either party upon providing ninety (90) days prior written notice.

SPECIAL CONDITIONS:

On lighting systems not subject to other rate schedules, the monthly rate for energy served at primary or secondary voltage, at the company's option, shall be ~~2.549369¢~~ per kWh of metered usage, plus a Basic Service Charge of \$10.52 per month and the applicable additional_charges as specified on Sheet Nos. 6.020 and 6.021

Continued to Sheet No. 6.835

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: ~~June 9, 2020~~



~~FIRST~~ ~~SECOND~~ REVISED SHEET NO. 6.835
CANCELS ~~ORIGINAL~~ ~~FIRST~~ SHEET NO. 6.835

Continued from Sheet No. 6.830

MONTHLY RATE: The monthly charge shall be calculated by applying the monthly rate of 1.19% to the In-Place Value of the customer specific lighting facilities identified in the Outdoor Lighting Agreement entered into between the customer and the Company for service under this schedule.

The In-Place Value may change over time as new lights are added to the service provided under this Rate Schedule to a customer taking service, the monthly rate shall be applied to the In-Place Value in effect that billing month.

NON-STANDARD FACILITIES AND SERVICES:

The customer shall pay all costs associated with additional company facilities and services that are not considered standard for providing lighting service, including but not limited to, the following:

1. relays;
2. distribution transformers installed solely for lighting service;
3. protective shields;
4. bird deterrent devices;
5. light trespass shields;
6. light rotations;
7. light pole relocations;
8. devices required by local regulations to control the levels or duration of illumination including associated planning and engineering costs;
9. removal and replacement of pavement required to install underground lighting cable;
10. directional boring;
11. specialized permitting that is incremental to a standard construction permit; and
12. specialized engineering scope required by either the customer or by local code or ordinance that is unique to the requested work.

Payment may be made in a lump sum at the time the agreement is entered into, or at the customer's option these non-standard costs may be included in the In-Place Value to which the monthly rate will be applied.

MINIMUM CHARGE: The monthly charge.

ENERGY CHARGE: For monthly energy served under this rate schedule, 2.540369¢ per kWh.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet Nos. 6.020 and 6.021.

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021

ENVIRONMENTAL COST RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.021

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.022

FRANCHISE FEE: See Sheet No. 6.022

PAYMENT OF BILLS: See Sheet No. 6.022

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE: May 19, 2020

ORDER NO. PSC-2020-0293-AS-EI
DOCKET NOS. 20200067-EI, 20200069-EI,
20200070-EI, 20200071-EI, 20200092-EI
PAGE 105

Attachment D

EXHIBIT 2



TWENTY-SEVENTH REVISED SHEET NO. 6.030
CANCELS TWENTY-SIXTH REVISED SHEET NO. 6.030

RESIDENTIAL SERVICE

SCHEDULE: RS

AVAILABLE: Entire service area.

APPLICABLE: To residential consumers in individually metered private residences, apartment units, and duplex units. All energy must be for domestic purposes and should not be shared with or sold to others. In addition, energy used in commonly-owned facilities in condominium and cooperative apartment buildings will qualify for this rate schedule, 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 provides 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.

Resale not permitted.

Billing charges shall be prorated for billing periods that are less than 25 days or greater than 35 days. If the billing period exceeds 35 days and the billing extension causes energy consumption, based on average daily usage, to exceed 1,000 kWh, the excess consumption will be charged at the lower monthly Energy and Demand Charge.

LIMITATION OF SERVICE: This schedule includes service to single phase motors rated up to 7.5 HP. Three phase service may be provided where available for motors rated 7.5 HP and over.

MONTHLY RATE:

Basic Service Charge:
\$15.05

Energy and Demand Charge:

First 1,000 kWh	5.181¢ per kWh
All additional kWh	6.181¢ per kWh

MINIMUM CHARGE: The Basic Service Charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

Continued to Sheet No. 6.031

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



TWENTY-EIGHTH REVISED SHEET NO. 6.050
CANCELS TWENTY-SEVENTH REVISED SHEET NO.
6.050

GENERAL SERVICE - NON DEMAND

SCHEDULE: GS

AVAILABLE: Entire service area.

APPLICABLE: For lighting and power in establishments not classified as residential whose energy consumption has not exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. For any billing period that exceeds 35 days, the energy consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: Single or 3 phase, 60 cycles and approximately 120 volts or higher, at Company's option.

LIMITATION OF SERVICE: All service under this rate shall be furnished through one meter. Standby service permitted on Schedule GST only.

MONTHLY RATE:

Basic Service Charge:

Metered accounts	\$18.06
Un-metered accounts	\$15.05

Energy and Demand Charge:

5.448¢ per kWh

MINIMUM CHARGE: The Basic Service Charge.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 0.168¢ per kWh of billing energy. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

Continued to Sheet No. 6.051

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



TWENTY-SEVENTH REVISED SHEET NO. 6.080
 CANCELS TWENTY-SIXTH REVISED SHEET NO. 6.080

GENERAL SERVICE - DEMAND

SCHEDULE: GSD

AVAILABLE: Entire service area.

APPLICABLE: To any customer whose energy consumption has exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. Also available to customers with energy consumption at any level below 9,000 kWh per billing period who agree to remain on this rate for at least twelve (12) months. For any billing period that exceeds 35 days, the energy consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard Company voltage.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

MONTHLY RATE:

STANDARD

OPTIONAL

Basic Service Charge:

Secondary Metering Voltage \$ 30.10
 Primary Metering Voltage \$ 130.44
 Subtrans. Metering Voltage \$ 993.27

Basic Service Charge:

Secondary Metering Voltage \$ 30.10
 Primary Metering Voltage \$ 130.44
 Subtrans. Metering Voltage \$ 993.27

Demand Charge:

\$10.76 per kW of billing demand

Demand Charge:

\$0.00 per kW of billing demand

Energy Charge:

1.589¢ per kWh

Energy Charge:

6.585¢ per kWh

The customer may select either standard or optional. Once an option is selected, the customer must remain on that option for twelve (12) consecutive months.

Continued to Sheet No. 6.081

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



TWENTY-FIFTH REVISED SHEET NO. 6.085
CANCELS TWENTY-FOURTH REVISED SHEET NO. 6.085

**INTERRUPTIBLE SERVICE
(CLOSED TO NEW BUSINESS AS OF MAY 7, 2009)**

SCHEDULE: IS

AVAILABLE: Entire Service Area.

APPLICABLE: To be eligible for service under Rate Schedule IS, a customer must have been taking interruptible service under rate schedules IS-1, IST-1, IS-3, IST-3, SBI-1, or SBI-3 on May 6, 2009 and have signed the Agreement for the Purchase of Industrial Load Management Service under Rate Schedule GSLM-2. When electric service is desired at more than one location, each such location or point of delivery shall be considered as a separate customer. Resale not permitted.

CHARACTER OF SERVICE: The electric energy supplied under this schedule is three phase primary voltage or higher.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

MONTHLY RATE:

Basic Service Charge:

Primary Metering Voltage	\$ 624.05
Subtransmission Metering Voltage	\$2,379.85

Demand Charge:

\$3.90 per KW of billing demand

Energy Charge:

2.513¢ per KWH

Continued to Sheet No. 6.086

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



THIRTY-THIRD REVISED SHEET NO. 6.290
CANCELS THIRTY-SECOND REVISED SHEET NO. 6.290

CONSTRUCTION SERVICE

SCHEDULE: CS

AVAILABLE: Entire service area.

APPLICABLE: Single phase temporary service used primarily for construction purposes.

LIMITATION OF SERVICE: Service is limited to construction poles and services installed under the TUG program. Construction poles are limited to a maximum of 70 amperes at 240 volts for construction poles. Larger (non-TUG) services and three phase service entrances must be served under the appropriate rate schedule, plus the cost of installing and removing the temporary facilities is required.

MONTHLY RATE:

Basic Service Charge: \$18.06

Energy and Demand Charge: 5.448¢ per kWh

MINIMUM CHARGE: The Basic Service Charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet Nos. 6.020 and 6.021.

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021.

ENVIRONMENTAL COST RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.021.

FLORIDA GROSS RECEIPTS TAX: Sheet No. 6.021.

FRANCHISE FEE CHARGE: See Sheet No. 6.021.

MISCELLANEOUS: A Temporary Service Charge of \$260.00 shall be paid upon application for the recovery of costs associated with providing, installing, and removing the company's temporary service facilities for construction poles. Where the Company is required to provide additional facilities other than a service drop or connection point to the Company's existing distribution system, the customer shall also pay, in advance, for the estimated cost of providing, installing and removing such additional facilities, excluding the cost of any portion of these facilities which will remain as a part of the permanent service.

PAYMENT OF BILLS: See Sheet No. 6.022.

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



TWENTY-SEVENTH REVISED SHEET NO. 6.320
CANCELS TWENTY-SIXTH REVISED SHEET NO. 6.320

**TIME-OF-DAY
GENERAL SERVICE - NON DEMAND
(OPTIONAL)**

SCHEDULE: GST

AVAILABLE: Entire service area.

APPLICABLE: For lighting and power in establishments not classified as residential whose energy consumption has not exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. All of the electric load requirements on the customer's premises must be metered at one (1) point of delivery. For any billing period that exceeds 35 days, the energy consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: Single or 3 phase, 60 cycles and approximately 120 volts or higher, at Company's option.

LIMITATION OF SERVICE: All service under this rate shall be furnished through one meter. Standby service permitted.

MONTHLY RATE:

Basic Service Charge:
\$20.07

Energy and Demand Charge:
12.371¢ per kWh during peak hours
3.053¢ per kWh during off-peak hours

Continued to Sheet No. 6.321

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



TWENTY-EIGHTH REVISED SHEET NO. 6.330
CANCELS TWENTY-SEVENTH REVISED SHEET NO.6.330

**TIME-OF-DAY
GENERAL SERVICE - DEMAND
(OPTIONAL)**

SCHEDULE: GSDT

AVAILABLE: Entire service area.

APPLICABLE: To any customer whose energy consumption has exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. Also available to customers with energy consumption at any level below 9,000 kWh per billing period who agree to remain on this rate for at least twelve (12) months. For any billing period that exceeds 35 days, the consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard Company voltage.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

MONTHLY RATE:

Basic Service Charge:

Secondary Metering Voltage	\$ 30.10
Primary Metering Voltage	\$ 130.44
Subtransmission Metering Voltage	\$ 993.27

Demand Charge:

\$3.44 per kW of billing demand, plus
\$7.04 per kW of peak billing demand

Energy Charge:

2.908¢ per kWh during peak hours
1.049¢ per kWh during off-peak hours

Continued to Sheet No. 6.331

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



TWENTY-FIFTH REVISED SHEET NO. 6.340
CANCELS TWENTY-FOURTH REVISED SHEET NO. 6.340

**TIME OF DAY
INTERRUPTIBLE SERVICE
(CLOSED TO NEW BUSINESS AS OF MAY 7, 2009)**

SCHEDULE: IST

AVAILABLE: Entire Service Area.

APPLICABLE: To be eligible for service under Rate Schedule IST, a customer must have been taking interruptible service under rate schedules IS-1, IST-1, IS-3, IST-3, SBI-1, or SBI-3 on May 6, 2009 and have signed the Agreement for the Purchase of Industrial Load Management Service under Rate Schedule GSLM-2. When electric service is desired at more than one location, each such location or point of delivery shall be considered as a separate customer. Resale not permitted.

CHARACTER OF SERVICE: The electric energy supplied under this schedule is three phase primary voltage or higher.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

Basic Service Charge:

Primary Metering Voltage	\$ 624.05
Subtransmission Metering Voltage	\$2,379.85

Demand Charge:

\$3.90 per KW of billing demand

Energy Charge:

2.513¢ per KWH

Continued to Sheet No. 6.345

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



THIRTEENTH REVISED SHEET NO. 6.565
 CANCELS TWELFTH REVISED SHEET NO. 6.565

Continued from Sheet No. 6.560

MONTHLY RATES:

Basic Service Charge: \$15.05

Energy and Demand Charges: 5.495¢ per kWh (for all pricing periods)

MINIMUM CHARGE: The Basic Service Charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet Nos. 6.020 and 6.021.

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021.

ENVIRONMENTAL COST RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.021.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.021.

FRANCHISE FEE CHARGE: See Sheet No. 6.021.

PAYMENT OF BILLS: See Sheet No. 6.022.

DETERMINATION OF PRICING PERIODS: Pricing periods are established by season for weekdays and weekends. The pricing periods for price levels P₁ (Low Cost Hours), P₂ (Moderate Cost Hours) and P₃ (High Cost Hours) are as follows:

<u>May through October</u>	<u>P₁</u>	<u>P₂</u>	<u>P₃</u>
Weekdays	11 P.M. to 6 A.M.	6 A.M. to 1 P.M. 6 P.M. to 11 P.M.	1 P.M. to 6 P.M.
Weekends	11 P.M. to 6 A.M.	6 A.M. to 11 P.M.	-----
<u>November through April</u>	<u>P₁</u>	<u>P₂</u>	<u>P₃</u>
Weekdays	11 P.M. to 5 A.M.	5 A.M. to 6 A.M. 10 A.M. to 11 P.M.	6 A.M. to 10 A.M.
Weekends	11 P.M. to 6 A.M.	6 A.M. to 11 P.M.	-----

The pricing periods for price level P₄ (Critical Cost Hours) shall be determined at the sole discretion of the Company. Level P₄ hours shall not exceed 134 hours per year.

Continued to Sheet No. 6.570

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



SIXTEENTH REVISED SHEET NO. 6.600
CANCELS FIFTEENTH REVISED SHEET NO. 6.600

FIRM STANDBY AND SUPPLEMENTAL SERVICE

SCHEDULE: SBF

AVAILABLE: Entire service area.

APPLICABLE: Required for all self-generating Customers whose generating capacity in kilowatts (exclusive of emergency generation equipment) exceeds 20% of their site load in kilowatts and who take firm service from the utility. Also available to self-generating Customers whose generating capacity in kilowatts does not exceed 20% of their site load in kilowatts, but who agree to all the terms and conditions of this rate schedule. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard company voltage.

LIMITATION OF SERVICE: A customer taking service under this tariff must sign a Tariff Agreement for the Purchase of Firm Standby and Supplemental Service. (See Sheet No. 7.600)

MONTHLY RATE:

Basic Service Charge:

Secondary Metering Voltage	\$ 55.18
Primary Metering Voltage	\$ 155.51
Subtransmission Metering Voltage	\$1,018.36

CHARGES FOR STANDBY SERVICE:

Demand Charge:

\$ 1.68 per kW-Month of Standby Demand
(Local Facilities Reservation Charge)

plus the greater of:

\$ 1.55 per kW-Month of Standby Demand
(Power Supply Reservation Charge) or

\$ 0.62 per kW-Day of Actual Standby Billing Demand
(Power Supply Demand Charge)

Energy Charge:

0.917¢ per Standby kWh

Continued to Sheet No. 6.601

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



EIGHTEENTH REVISED SHEET NO. 6.601
CANCELS SEVENTEENTH REVISED SHEET NO. 6.601

Continued from Sheet No. 6.600

CHARGES FOR SUPPLEMENTAL SERVICE:

Demand Charge:

\$10.76 per kW-Month of Supplemental Billing Demand (Supplemental Billing Demand Charge)

Energy Charge:

1.589¢ per Supplemental kWh

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

	<u>April 1 - October 31</u>	<u>November 1 - March 31</u>
<u>Peak Hours:</u> (Monday-Friday)	12:00 Noon - 9:00 PM	6:00 AM - 10:00 AM and 6:00 PM - 10:00 PM

Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

BILLING UNITS:

Demand Units: Metered Demand - The highest measured 30-minute interval kW demand served by the company during the month.

Site Load - The highest kW total of Customer generation plus deliveries by the company less deliveries to the Company, occurring in the same 30-minute interval, during the month.

Normal Generation - The generation level equaled or exceeded by the Customer's generation 10% of the metered intervals during the previous twelve months.

Supplemental Billing Demand - The amount, if any, by which the highest Site Load during any 30-minute interval in the month exceeds Normal Generation, but no greater than Metered Demand.

Continued to Sheet No. 6.602

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



THIRTEENTH REVISED SHEET NO. 6.605
CANCELS TWELFTH REVISED SHEET NO. 6.605

**TIME-OF-DAY
FIRM STANDBY AND SUPPLEMENTAL SERVICE
(OPTIONAL)**

SCHEDULE: SBFT

AVAILABLE: Entire service area.

APPLICABLE: Required for all self-generating Customers whose generating capacity in kilowatts (exclusive of emergency generation equipment) exceeds 20% of their site load in kilowatts and who take firm service from the utility. Also available to self-generating Customers whose generating capacity in kilowatts does not exceed 20% of their site load in kilowatts, but who agree to all the terms and conditions of this rate schedule. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard company voltage.

LIMITATION OF SERVICE: A Customer taking service under this tariff must sign a Tariff Agreement for the Purchase of Firm Standby and Supplemental Service. (See Sheet No. 7.600)

MONTHLY RATE:

Basic Service Charge:

Secondary Metering Voltage	\$ 55.18
Primary Metering Voltage	\$ 155.51
Subtransmission Metering Voltage	\$1,018.36

CHARGES FOR STANDBY SERVICE:

Demand Charge:

\$ 1.68 per kW-Month of Standby Demand
(Local Facilities Reservation Charge)
plus the greater of:
\$ 1.55 per kW-Month of Standby Demand
(Power Supply Reservation Charge) or
\$ 0.62 per kW-Day of Actual Standby Billing Demand
(Power Supply Demand Charge)

Energy Charge:

0.917¢ per Standby kWh

Continued to Sheet No. 6.606

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



FIFTEENTH REVISED SHEET NO. 6.606
CANCELS FOURTEENTH REVISED SHEET NO. 6.606

Continued from Sheet No. 6.605

CHARGES FOR SUPPLEMENTAL SERVICE

Demand Charge:

\$3.44 per kW-Month of Supplemental Demand (Supplemental Billing Demand Charge), plus
\$7.04 per kW-Month of Supplemental Peak Demand (Supplemental Peak Billing Demand Charge)

Energy Charge:

2.908¢ per Supplemental kWh during peak hours
1.049¢ per Supplemental kWh during off-peak hours

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

	<u>April 1 - October 31</u>	<u>November 1 - March 31</u>
<u>Peak Hours:</u> (Monday-Friday)	12:00 Noon - 9:00 PM	6:00 AM - 10:00 AM and 6:00 PM - 10:00 PM

Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

BILLING UNITS:

Demand Units: Metered Demand - The highest measured 30-minute interval kW demand served by the Company during the month.

Metered Peak Demand - The highest measured 30-minute interval kW demand served by the Company during the peak hours.

Site Load - The highest kW total of Customer generation plus deliveries by the company less deliveries to the company, occurring in the same 30-minute interval, during the month.

Continued to Sheet No. 6.607

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



THIRTEENTH REVISED SHEET NO. 6.700
CANCELS TWELFTH REVISED SHEET NO. 6.700

**INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE
(CLOSED TO NEW BUSINESS AS OF MAY 7, 2009)**

SCHEDULE: SBI

AVAILABLE: Entire service area.

APPLICABLE: Required for all self-generating customers eligible for service under rate schedules IS or IST whose generating capacity in kilowatts (exclusive of emergency generation equipment) exceeds 20% of their site load in kilowatts. Also available to self-generating customers eligible for service under rate schedules IS or IST whose generating capacity in kilowatts does not exceed 20% of their site load in kilowatts, but who agree to all the terms and conditions of this rate schedule. To be eligible for service under this rate schedule, a customer must have been taking interruptible service under rate schedules IS-1, IST-1, IS-3, IST-3, SBI-1, or SBI-3 on May 6, 2009 and have signed the Supplemental Tariff Agreement for the Purchase of Industrial Standby and Supplemental Load Management Rider Service. Resale not permitted.

CHARACTER OF SERVICE: The electric energy supplied under this schedule is three phase primary voltage or higher

LIMITATION OF SERVICE: A customer taking service under this tariff must sign the Tariff Agreement for the Purchase of Standby and Supplemental Service

MONTHLY RATE:

Basic Service Charge:

Primary Metering Voltage	\$649.14
Subtransmission Metering Voltage	\$2,404.93

Demand Charge:

\$3.90 per KW-Month of Supplemental Demand (Supplemental Demand Charge)
\$1.39 per KW-Month of Standby Demand (Local Facilities Reservation Charge)

plus the greater of:

\$1.20 per KW-Month of Standby Demand (Power Supply Reservation Charge); or
\$0.48 per KW-Day of Actual Standby Billing Demand (Power Supply Demand Charge)

Continued to Sheet No. 6.705

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



ELEVENTH REVISED SHEET NO. 6.805
 CANCELS TENTH REVISED SHEET NO. 6.805

Continued from Sheet No. 6.800

MONTHLY RATE:

High Pressure Sodium Fixture, Maintenance, and Base Energy Charges:

Rate Code		Description	Lamp Size				Charges per Unit (\$)			
Dusk to Dawn	Timed Svc.		Initial Lumens ⁽²⁾	Lamp Wattage ⁽³⁾	kWh		Fixture	Maint.	Base Energy ⁽⁴⁾	
					Dusk to Dawn	Timed Svc.			Dusk to Dawn	Timed Svc.
800	860	Cobra ⁽¹⁾	4,000	50	20	10	3.16	2.48	0.47	0.24
802	862	Cobra/Nema ⁽¹⁾	6,300	70	29	14	3.20	2.11	0.69	0.33
803	863	Cobra/Nema ⁽¹⁾	9,500	100	44	22	3.63	2.33	1.04	0.52
804	864	Cobra ⁽¹⁾	16,000	150	66	33	4.18	2.02	1.56	0.78
805	865	Cobra ⁽¹⁾	28,500	250	105	52	4.87	2.60	2.49	1.23
806	866	Cobra ⁽¹⁾	50,000	400	163	81	5.09	2.99	3.86	1.92
468	454	Flood ⁽¹⁾	28,500	250	105	52	5.37	2.60	2.49	1.23
478	484	Flood ⁽¹⁾	50,000	400	163	81	5.71	3.00	3.86	1.92
809	869	Mongoose ⁽¹⁾	50,000	400	163	81	6.50	3.02	3.86	1.92
509	508	Post Top (PT) ⁽¹⁾	4,000	50	20	10	3.98	2.48	0.47	0.24
570	530	Classic PT ⁽¹⁾	9,500	100	44	22	11.85	1.89	1.04	0.52
810	870	Coach PT ⁽¹⁾	6,300	70	29	14	4.71	2.11	0.69	0.33
572	532	Colonial PT ⁽¹⁾	9,500	100	44	22	11.75	1.89	1.04	0.52
573	533	Salem PT ⁽¹⁾	9,500	100	44	22	9.03	1.89	1.04	0.52
550	534	Shoebox ⁽¹⁾	9,500	100	44	22	8.01	1.89	1.04	0.52
566	536	Shoebox ⁽¹⁾	28,500	250	105	52	8.69	3.18	2.49	1.23
552	538	Shoebox ⁽¹⁾	50,000	400	163	81	9.52	2.44	3.86	1.92

⁽¹⁾ Closed to new business

⁽²⁾ Lumen output may vary by lamp configuration and age.

⁽³⁾ Wattage ratings do not include ballast losses.

⁽⁴⁾ The Base Energy charges are calculated by multiplying the kWh times the lighting base energy rate of 2.369¢ per kWh for each fixture.

Continued to Sheet No. 6.806

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



NINTH REVISED SHEET NO. 6.806
 CANCELS EIGHTH REVISED SHEET NO. 6.806

Continued from Sheet No. 6.805

MONTHLY RATE:

Metal Halide Fixture, Maintenance, and Base Energy Charges:

Rate Code		Description	Lamp Size				Charges per Unit (\$)			
Dusk to Dawn	Timed Svc.		Initial Lumens ⁽²⁾	Lamp Wattage ⁽³⁾	kWh		Fixture	Maint.	Base Energy ⁽⁴⁾	
					Dusk to Dawn	Timed Svc.			Dusk to Dawn	Timed Svc.
704	724	Cobra ⁽¹⁾	29,700	350	138	69	7.53	4.99	3.27	1.63
520	522	Cobra ⁽¹⁾	32,000	400	159	79	6.03	4.01	3.77	1.87
705	725	Flood ⁽¹⁾	29,700	350	138	69	8.55	5.04	3.27	1.63
556	541	Flood ⁽¹⁾	32,000	400	159	79	8.36	4.02	3.77	1.87
558	578	Flood ⁽¹⁾	107,800	1,000	383	191	10.50	8.17	9.07	4.52
701	721	General PT ⁽¹⁾	12,000	150	67	34	10.60	3.92	1.59	0.81
574	548	General PT ⁽¹⁾	14,400	175	74	37	10.89	3.73	1.75	0.88
700	720	Salem PT ⁽¹⁾	12,000	150	67	34	9.33	3.92	1.59	0.81
575	568	Salem PT ⁽¹⁾	14,400	175	74	37	9.38	3.74	1.75	0.88
702	722	Shoebox ⁽¹⁾	12,000	150	67	34	7.22	3.92	1.59	0.81
564	549	Shoebox ⁽¹⁾	12,800	175	74	37	7.95	3.70	1.75	0.88
703	723	Shoebox ⁽¹⁾	29,700	350	138	69	9.55	4.93	3.27	1.63
554	540	Shoebox ⁽¹⁾	32,000	400	159	79	10.02	3.97	3.77	1.87
576	577	Shoebox ⁽¹⁾	107,800	1,000	383	191	16.50	8.17	9.07	4.52

⁽¹⁾ Closed to new business

⁽²⁾ Lumen output may vary by lamp configuration and age.

⁽³⁾ Wattage ratings do not include ballast losses.

⁽⁴⁾ The Base Energy charges are calculated by multiplying the kWh times the lighting base energy rate of 2.369¢ per kWh for each fixture.

Continued to Sheet No. 6.808

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



TENTH REVISED SHEET NO. 6.808
 CANCELS NINTH REVISED SHEET NO. 6.808

Continued from Sheet No. 6.806

MONTHLY RATE:

LED Fixture, Maintenance, and Base Energy Charges:

Rate Code		Description	Size				Charges per Unit (\$)			
Dusk to Dawn	Timed Svc.		Initial Lumens ⁽²⁾	Lamp Wattage ⁽³⁾	kWh ⁽¹⁾		Fixture	Maintenance	Base Energy ⁽⁴⁾	
					Dusk to Dawn	Timed Svc.			Dusk to Dawn	Timed Svc.
828	848	Roadway ⁽¹⁾	5,155	56	20	10	7.27	1.74	0.47	0.24
820	840	Roadway ⁽¹⁾	7,577	103	36	18	11.15	1.19	0.85	0.43
821	841	Roadway ⁽¹⁾	8,300	106	37	19	11.15	1.20	0.88	0.45
829	849	Roadway ⁽¹⁾	15,285	157	55	27	11.10	2.26	1.30	0.64
822	842	Roadway ⁽¹⁾	15,300	196	69	34	14.58	1.26	1.63	0.81
823	843	Roadway ⁽¹⁾	14,831	206	72	36	16.80	1.38	1.71	0.85
835	855	Post Top ⁽¹⁾	5,176	60	21	11	16.53	2.28	0.50	0.26
824	844	Post Top ⁽¹⁾	3,974	67	24	12	19.67	1.54	0.57	0.28
825	845	Post Top ⁽¹⁾	6,030	99	35	17	20.51	1.56	0.83	0.40
836	856	Post Top ⁽¹⁾	7,360	100	35	18	16.70	2.28	0.83	0.43
830	850	Area-Lighter ⁽¹⁾	14,100	152	53	27	14.85	2.51	1.26	0.64
826	846	Area-Lighter ⁽¹⁾	13,620	202	71	35	19.10	1.41	1.68	0.83
827	847	Area-Lighter ⁽¹⁾	21,197	309	108	54	20.60	1.55	2.56	1.28
831	851	Flood ⁽¹⁾	22,122	238	83	42	15.90	3.45	1.97	0.99
832	852	Flood ⁽¹⁾	32,087	359	126	63	19.16	4.10	2.98	1.49
833	853	Mongoose ⁽¹⁾	24,140	245	86	43	14.71	3.04	2.04	1.02
834	854	Mongoose ⁽¹⁾	32,093	328	115	57	16.31	3.60	2.72	1.35

⁽¹⁾ Closed to new business
⁽²⁾ Average
⁽³⁾ Average wattage. Actual wattage may vary by up to +/- 5 watts.
⁽⁴⁾ The Base Energy charges are calculated by multiplying the kWh times the lighting base energy rate of 2.369¢ per kWh for each fixture.

Continued to Sheet No. 6.810

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



FIFTH REVISED SHEET NO. 6.809
 CANCELS FOURTH REVISED SHEET NO. 6.809

Continued from Sheet No. 6.808

MONTHLY RATE:

LED Fixture, Maintenance, and Base Energy Charges:

Rate Code		Description	Size				Charges per Unit (\$)			
Dusk to Dawn	Timed Svc.		Initial Lumens ⁽¹⁾	Lamp Wattage ⁽²⁾	kWh ⁽¹⁾		Fixture	Maint.	Base Energy ⁽³⁾	
					Dusk to Dawn	Timed Svc.			Dusk to Dawn	Timed Svc.
912	981	Roadway	2,600	27	9	5	4.83	1.74	0.21	0.12
914		Roadway	5,392	47	16		5.97	1.74	0.38	
921		Roadway/Area	8,500	88	31		8.97	1.74	0.73	
926	982	Roadway	12,414	105	37	18	6.83	1.19	0.88	0.43
932		Roadway/Area	15,742	133	47		14.15	1.38	1.11	
935		Area-Lighter	16,113	143	50		11.74	1.41	1.18	
937		Roadway	16,251	145	51		8.61	2.26	1.21	
941	983	Roadway	22,233	182	64	32	11.81	2.51	1.52	0.76
945		Area-Lighter	29,533	247	86		16.07	2.51	2.04	
947	984	Area-Lighter	33,600	330	116	58	20.13	1.55	2.75	1.37
951	985	Flood	23,067	199	70	35	11.12	3.45	1.66	0.83
953	986	Flood	33,113	255	89	45	21.48	4.10	2.11	1.07
956	987	Mongoose	23,563	225	79	39	11.78	3.04	1.87	0.92
958		Mongoose	34,937	333	117		17.84	3.60	2.77	
965		Granville Post Top (PT)	3,024	26	9		5.80	2.28	0.21	
967	988	Granville PT	4,990	39	14	7	13.35	2.28	0.33	0.17
968	989	Granville PT Enh ⁽⁴⁾	4,476	39	14	7	15.35	2.28	0.33	0.17
971		Salem PT	5,240	55	19		10.95	1.54	0.45	
972		Granville PT	7,076	60	21		14.62	2.28	0.50	
973		Granville PT Enh ⁽⁴⁾	6,347	60	21		16.62	2.28	0.50	
975	990	Salem PT	7,188	76	27	13	13.17	1.54	0.64	0.31

⁽¹⁾ Average
⁽²⁾ Average wattage. Actual wattage may vary by up to +/- 10 %.
⁽³⁾ The Base Energy charges are calculated by multiplying the kWh times the lighting base energy rate of 2.369¢ per kWh for each fixture.
⁽⁴⁾ Enhanced Post Top. Customizable decorative options

Continued to Sheet No. 6.810

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



NINTHREVISED SHEET NO. 6.815
 CANCELS EIGHTH REVISED SHEET NO. 6.815

Continued from Sheet No. 6.810

Miscellaneous Facilities Charges:

Rate Code	Description	Monthly Facility Charge	Monthly Maintenance Charge
563	Timer	\$7.54	\$1.43
569	PT Bracket (accommodates two post top fixtures)	\$4.27	\$0.06

NON-STANDARD FACILITIES AND SERVICES:

The customer shall pay all costs associated with additional company facilities and services that are not considered standard for providing lighting service, including but not limited to, the following:

1. relays;
2. distribution transformers installed solely for lighting service;
3. protective shields;
4. bird deterrent devices;
5. light trespass shields;
6. light rotations;
7. light pole relocations;
8. devices required by local regulations to control the levels or duration of illumination including associated planning and engineering costs;
9. removal and replacement of pavement required to install underground lighting cable; and
10. directional boring.

MINIMUM CHARGE: The monthly charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet Nos. 6.020 and 6.021.

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021

ENVIRONMENTAL COST RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.021

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.021

FRANCHISE FEE: See Sheet No. 6.021

PAYMENT OF BILLS: See Sheet No. 6.022

SPECIAL CONDITIONS:

On customer-owned public street and highway lighting systems not subject to other rate schedules, the monthly rate for energy served at primary or secondary voltage, at the company's option, shall be 2.369¢ per kWh of metered usage, plus a Basic Service Charge of \$10.52 per month and the applicable additional charges as specified on Sheet Nos. 6.020 and 6.021.

Continued to Sheet No. 6.820

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



SECOND REVISED SHEET NO. 6.830
CANCELS FIRST SHEET NO. 6.830

CUSTOMER SPECIFIED LIGHTING SERVICE

SCHEDULE: LS-2

AVAILABLE: Entire service area

APPLICABLE:

Customer Specified Lighting Service is applicable to any customer for the sole purpose of lighting roadways or other outdoor areas. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party. At the Company's option, a deposit amount of up to a two (2) month's average bill may be required at anytime.

CHARACTER OF SERVICE:

Service is provided during the hours of darkness normally on a dusk-to-dawn basis. At the Company's option and at the customer's request, the company may permit a timer to control a lighting system provided under this rate schedule that is not used for dedicated street or highway lighting. The Company shall install and maintain the timer at the customer's expense. The Company shall program the timer to the customer's specifications as long as such service does not exceed 2,100 hours each year. Access to the timer is restricted to company personnel.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgment of the Company, location of the proposed lights are, and will continue to be, feasible and accessible to Company personnel and equipment for both construction and maintenance and such installation is not appropriate as a public offering under LS-1.

TERM OF SERVICE:

Service under this rate schedule shall, at the option of the customer, be for an initial term of twenty (20) years beginning on the date one or more of the lighting equipment is installed, energized, and ready for use and shall continue after the initial term for successive one-year terms until terminated by either party upon providing ninety (90) days prior written notice.

SPECIAL CONDITIONS:

On lighting systems not subject to other rate schedules, the monthly rate for energy served at primary or secondary voltage, at the company's option, shall be 2.369¢ per kWh of metered usage, plus a Basic Service Charge of \$10.52 per month and the applicable additional_charges as specified on Sheet Nos. 6.020 and 6.021

Continued to Sheet No. 6.835

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:



SECOND REVISED SHEET NO. 6.835
CANCELS FIRST SHEET NO. 6.835

Continued from Sheet No. 6.830

MONTHLY RATE: The monthly charge shall be calculated by applying the monthly rate of 1.19% to the In-Place Value of the customer specific lighting facilities identified in the Outdoor Lighting Agreement entered into between the customer and the Company for service under this schedule.

The In-Place Value may change over time as new lights are added to the service provided under this Rate Schedule to a customer taking service, the monthly rate shall be applied to the In-Place Value in effect that billing month.

NON-STANDARD FACILITIES AND SERVICES:

The customer shall pay all costs associated with additional company facilities and services that are not considered standard for providing lighting service, including but not limited to, the following:

1. relays;
2. distribution transformers installed solely for lighting service;
3. protective shields;
4. bird deterrent devices;
5. light trespass shields;
6. light rotations;
7. light pole relocations;
8. devices required by local regulations to control the levels or duration of illumination including associated planning and engineering costs;
9. removal and replacement of pavement required to install underground lighting cable;
10. directional boring;
11. specialized permitting that is incremental to a standard construction permit; and
12. specialized engineering scope required by either the customer or by local code or ordinance that is unique to the requested work.

Payment may be made in a lump sum at the time the agreement is entered into, or at the customer's option these non-standard costs may be included in the In-Place Value to which the monthly rate will be applied.

MINIMUM CHARGE: The monthly charge.

ENERGY CHARGE: For monthly energy served under this rate schedule, 2.369¢ per kWh.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet Nos. 6.020 and 6.021.

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021

ENVIRONMENTAL COST RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.021

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.022

FRANCHISE FEE: See Sheet No. 6.022

PAYMENT OF BILLS: See Sheet No. 6.022

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:

ORDER NO. PSC-2020-0293-AS-EI
DOCKET NOS. 20200067-EI, 20200069-EI,
20200070-EI, 20200071-EI, 20200092-EI
PAGE 127

Attachment D

EXHIBIT 3

Projection Year

2021

Calculation of GSDO Portion		RS (Tier 1, Tier 2, RSVP)	GS & CS
Distribution Factors	105	59.1870%	5.6709%
Transmission Factors	117	55.4154%	6.0893%

Factors to be used		RS (Tier 1, Tier 2, RSVP)	GS & CS
Distribution Factors		59.1870%	5.6709%
Transmission Factors		55.4154%	6.0893%

Load Forecast Data at Meter for Projected Year

	MWh	kW
RS (Tier 1, Tier 2, RSVP)	9,684,803	
GS & CS	902,049	
GSD, RSD, SBF	7,544,170	17,528,483
GSD Optional	360,212	
IS		1,986,004
LS1	134,246	
LTG-FAC	0	

Billing determinants for Projected Year

RS (Tier 1, Tier 2, RSVP)	GS & CS
MWh	MWh
9,684,803	902,049

Transmission Demand Separation Factor

	Average 12 CP MW from (Projection Year - 1)
FPSC Jurisdictional Factor	92.5292%
FERC Jurisdictional Factor	7.4708%
Total	1.000

	Revenue Requirements from Regulatory Accounting
Capital	

Distribution Lateral Undergrounding	\$0.00
Transmission Asset Upgrades	\$0.00
Substation Extreme Weather Protection	\$0.00
Distribution Overhead Feeder Hardening	\$0.00
Transmission Access Enhancements	\$100,000.00
O&M	Revenue Requirements from Regulatory Accounting
Distribution Vegetation Management - planned	\$12,000,000.00
Transmission Vegetation Management - planned	\$1,200,000.00
Transmission Asset Upgrades	\$0.00
Substation Extreme Weather Protection	\$0.00
Distribution Overhead Feeder Hardening	\$0.00
Distribution Infrastructure Inspections	\$1,200,000.00
Transmission Infrastructure Inspections	\$500,000.00
SPP Planning & Common	\$0.00

GSD, SBF	GSD Optional	IS	LS1, LS2	LTG-FAC
33.1831%	1.5122%	0.5405%	1.4185%	0.0000%
35.8142%	1.6321%	2.5863%	0.0948%	0.0000%

GSD, SBF	GSD Optional	IS	LS1, LS2	LTG-FAC
31.6709%	1.5122%	0.5405%	1.4185%	0.0000%
34.1821%	1.6321%	2.5863%	0.0948%	0.0000%

100.0000%
 100.0000% Check

GSD, SBF	GSD Optional	IS	LS1, LS2	LTG-FAC
kW	MWh	kW	MWh	MWh
17,528,483	360,212	1,986,004	134,246	0

%
92.53%
7.47%
100.00%

Check

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Attachment D

EXHIBIT 4

Storm Protection Plan Cost Recovery

Reduction of 15 million from Base Rates

		<u>Current Rate/Tariff sheet</u>	<u>SPP Reduction</u>	<u>New Rate</u>
RS Energy	T1	5.271 c/kWh	0.0903 c/kWh	5.181 c/kWh
	T2	6.271 c/kWh	0.0903 c/kWh	6.181 c/kWh
RSVP Energy		5.585 c/kWh	0.0903 c/kWh	5.495 c/kWh
GS & CS Energy		5.542 c/kWh	0.0943 c/kWh	5.448 c/kWh
GST				
ON Peak Energy		12.465 c/kWh	0.0943 c/kWh	12.371 c/kWh
OFF Peak Energy		3.147 c/kWh	0.0943 c/kWh	3.053 c/kWh
GSD Demand		11.03 \$/kW	0.27 \$/kW	10.76 \$/kW
SBF Supplement Demand		11.03 \$/kW	0.27 \$/kW	10.76 \$/kW
SBF Standby Demand		1.95 \$/kW	0.27 \$/kW	1.68 \$/kW
GSDT Demand				
On Peak		3.71 \$/kW	0.27 \$/kW	3.44 \$/kW
Off Peak		7.31 \$/kW	0.27 \$/kW	7.04 \$/kW
SBFT Demand				
SBFT Standby Demand		1.95 \$/kW	0.27 \$/kW	1.68 \$/kW
On Peak		3.71 \$/kW	0.27 \$/kW	3.44 \$/kW
Off Peak		7.31 \$/kW	0.27 \$/kW	7.04 \$/kW
GSD Optional Energy		6.648 c/kWh	0.0630 c/kWh	6.585 c/kWh
IS,IST SBI				
IS, IST Billing Demand		3.96 \$/kW	0.06 \$/kW	3.90 \$/kW
SBI Supplemental Demand		3.96 \$/kW	0.06 \$/kW	3.90 \$/kW
SBI Standby Demand		1.45 \$/kW	0.06 \$/kW	1.39 \$/kW
LS1,LS2 Energy		2.510 c/kWh	0.1408 c/kWh	2.369 c/kWh