

# GULF POWER COMPANY

- 3.8 The Company makes special arrangements for floor surfacing, polishing, finishing or other similar motor driven equipment. Customer will make arrangements with the Company for such special service.
- 3.9 Extensions for subdivisions for real estate development purposes will be made only by special contract.
- 3.10 RELOCATION OR REMOVAL OF EXISTING FACILITIES - If the Company is required to relocate or remove existing facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant. These costs will include the costs of relocation or removal plus the in-place value (less salvage) of the facilities so removed. Any additional costs due to existing landscaping, pavement or unusual conditions shall also be borne by the Applicant. In the event that overhead facilities are being replaced with underground, any differential cost shall be handled in accordance with the provisions of Part VI, Underground Distribution Facilities.

## PART IV BILLING AND METERING REGULATIONS

- 4.1 The Rate Schedules of the Company contemplate the service will be supplied to each separate premise as one Customer. Where a Customer, for any reason, requires the installation of more than one meter by the Company each meter will be billed as a separate Customer. The Customer must provide a self-contained meter socket or enclosure on his premises. The type shall be determined by the Company's approved list and the location shall be determined by the Company. All self-contained meter sockets and self-contained meter enclosures which become deteriorated shall be replaced by the Customer. The electricity used by the same person, firm or corporation at different premises will not be combined and billed as one Customer.

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4.1 (Continued)

Individual electric metering by the Company shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperatives, marinas, and trailer, mobile home, and recreational vehicle parks for which construction was commenced after January 1, 1981. This requirement shall apply whether or not the facility is engaged in a time-sharing plan. Individual electric meters shall not, however, be required:

1. In those portions of a commercial establishment where the floor space dimensions or physical configuration of the units are subject to alteration, as evidenced by non-structural element partition walls, unless the utility determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;
2. For electricity used in central heating, ventilating and air conditioning systems, or electric back up service to storage heating and cooling systems;
3. For electricity used in specialized-use housing accommodations such as hospitals, nursing homes, living facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities certificated under Chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, and similar facilities.
4. For separate, specially-designated areas for overnight occupancy at trailer, mobile home and recreational vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means.

Where individual metering is not required and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering may be used by the customer of record or the owner of such facility solely for the purpose of allocating the cost of the electricity billed by the utility. Any fees or charges collected by a customer of record for electricity billed to the customer's account by the utility, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the customer of record for no more than the customer's actual cost of electricity.

- 4.2 No individual or person is authorized to receive service through the meter installed for a Customer on a neighboring premise, and the connection of one premise with another for the purpose of obtaining service through one meter is an unauthorized practice and shall be deemed as receiving service without full compensation to the Company therefore. The Company

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4.2 (continued)

reserves the right to discontinue service to any Customer who violates this rule.

4.3 Deleted.

4.4 The Company will furnish and install without expense to the Customer, such metering equipment as is necessary to measure the electric service supplied in accordance with the requirements of the Rate Schedule.

4.4.1 Net Metering of Customer-Owned Renewable Generation - For customer-owned renewable generation eligible for net metering pursuant to Rule 25-6.065, Florida Administrative Code, monthly billing will be prepared in the following manner:

During any month, customers with renewable generation equipment that have executed an interconnection agreement with the Company will be charged for energy (kWh) delivered by the Company in excess of the energy (kWh) supplied by the customer's renewable generation in accordance with the applicable rate schedule. The customer, at their sole discretion, may choose to take service under the Company's standby or supplemental service rate, if available. If energy (kWh) supplied by the customer's renewable generation exceeds energy (kWh) delivered by the Company, such excess energy (kWh) will offset the customer's energy (kWh) consumption for the next month(s).

All excess energy (kWh) from the customer's renewable generation will be accumulated and used to offset energy (kWh) delivered by the Company in subsequent months for a period of not more than twelve months. At the end of each calendar year, any unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule. In the event a customer closes the account, unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule.

4.5 Damaged meters, any indications of tampering with meter, or broken seals, will constitute ground for question as to accuracy of meter registration. Should the meter fail to register properly, bill will be estimated based either upon a reading taken during the next billing period after meter has been repaired or replaced, upon the amount charged during a previous corresponding period, or upon such other reasonable basis as may apply to the particular service at the discretion of the Company. Correction of mistakes in meter readings and billings will be made when discovered by adding or deducting the proper amount to or from bill.

4.6 Meters will be read at regular intervals monthly, in groups known as routes, the reading date of any particular meter depending upon the route in which it is located. Bills will be rendered as soon as practicable after meters are read each month and shall be due and payable at the office of the Company when rendered. All billing of demand and/or energy will be based upon the Company's meter readings or Company pulse data.

4.7 The Customer shall at all times take and use electric energy in such a manner that the power factor shall be as near 100% as possible and when

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4.7 (continued)

The actual power factor is found to be less than 90% the Company may adjust the capacity or demand portions of its applicable rate schedules as provided in such schedules.

4.8 The charges set forth in the rate schedules of the Company are based upon billing periods of approximately one month. In the case of first billing of new accounts, final billing of all accounts where the period covered by the billing involves a fraction of a month, and regular bills where the period covered by the billing is less than 25 days, the applicable charges specified in the rate schedule will be calculated in the proportion that the actual number of service days, including day of final readings, bears to a 30-day month.

4.9 The Customer shall give notice to the Company at least three days before vacating the premises or prior to the time he wishes the service discontinued, in order that the final meter reading can be taken and any property of the Company removed. The Customer shall be liable for any electricity that may be used through the meter, as well as for the meter and the Company's other property until the expiration of three days after such notice to discontinue has been given.

4.10 The Company reserves the right at any time to install check meters at its own expense and to render bills to customers in accordance with the registration of such check meters.

4.11 REFUSAL OR DISCONTINUANCE OF SERVICE -

(1) Until adequate facilities can be provided, the Company may refuse to serve an Applicant if, in the best judgement of the

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Company, it does not have adequate facilities to render the service applied for.

(2) The Company may refuse to service any person whose service requirements or equipment is of a character that is likely to affect unfavorably service to other customers.

(3) The Company may refuse to render any service other than that character of service which is normally furnished, unless such service is readily available.

(4) The Company shall not be required to furnish service under conditions requiring operation in parallel with generating equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other customers or with service furnished by others.

(5) If the Company refuses service for any reason specified in this subsection, the Company shall notify the Applicant for service as soon as practicable, pursuant to subsection (7), of the reason for refusal of service. If the Company will discontinue service, the Company shall notify the Customer at least five (5) working days prior to discontinuance that service will cease unless the deficiency is corrected in compliance with the Company's regulations, resolved through mutual agreement, or successfully disputed by the Customer. The five-day notice provision does not apply to paragraphs (h), (i), or (j). In all instances involving refusal or discontinuance of service the Company shall advise in its notice that persons dissatisfied with the Company's decision to

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refuse or discontinue service may register their complaint with the Company's customer relations personnel and to the Florida Public Service Commission at 1-800-342-3552, which is a toll free number. As applicable, the Company may refuse or discontinue service under the following conditions:

- (a) For noncompliance with and/or violation of any state or municipal law or regulation governing electric service.
- (b) For failure or refusal of the Customer to correct any deficiencies or defects in the Customer's wiring and/or equipment which are reported to the Customer by the Company.
- (c) For the use of energy for any other property or purpose than that described in the application.
- (d) For failure or refusal to provide adequate space for the meter and service equipment of the Company.
- (e) For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's credit regulation found in paragraph 2.1 of the Company's tariff, provided that written notice, separate and apart from any bill for service, be given the Customer.
- (f) For neglect or refusal to provide safe and reasonable access to the Company for the purpose of reading meters or inspection and maintenance of equipment owned by the Company, provided that written notice, separate and apart from any bill for service, be given the Customer.
- (g) For nonpayment of bills or noncompliance with the Company's rules and regulations, and only after there has been a diligent attempt to have the Customer comply including at

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least five working days' written notice to the Customer, such notice being separate and apart from any bill for service, provided that those customers who so desire may designate a third party in the Company's service area to receive a copy of such delinquent notice. For purposes of this subsection, "working day" means any day on which the Company's business office is open and the U.S. Mail is delivered. The Company shall not, however, refuse or discontinue service for nonpayment of a dishonored check service charge imposed by the Company.

(h) Without notice in the event of a condition known to the Company to be hazardous.

(i) Without notice in the event of tampering with meters or other facilities furnished and owned by the Company.

(j) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make at the Customer's own expense all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use.

(6) Service shall be restored when cause for discontinuance has been satisfactorily adjusted.

(7) In case of refusal to establish service, or whenever service is intentionally discontinued by the Company for other than routine maintenance, the Company shall notify the Applicant or Customer in

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writing of the reason for such refusal or discontinuance.

(8) The following shall not constitute sufficient cause for refusal or discontinuance of service to an Applicant or Customer:

(a) Delinquency in payment for service by a previous occupant of the premises unless the current Applicant or Customer occupied the premises at the time the delinquency occurred and the previous Customer continues to occupy the premises and such previous Customer shall benefit from such service.

(b) Failure to pay for merchandise purchased from the Company.

(c) Failure to pay for a service rendered by the Company which is nonregulated.

(d) Failure to pay for a different class of service.

(e) Failure to pay the bill of another Customer as guarantor thereof.

(f) Failure to pay a dishonored check service charge imposed by the Company.

(9) The Company shall not discontinue service to any noncommercial customer between 12:00 noon on a Friday and 8:00 a.m. the following Monday or between 12:00 noon on the day preceding a holiday and 8:00 a.m. the next working day. Provided, however, this prohibition shall not apply when:

(a) Discontinuance is requested by or agreed to by the Customer; or

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- (b) A hazardous condition exists; or
- (c) Meters or other Company owned facilities have been tampered with; or
- (d) Service is being obtained fraudulently or is being used for unlawful purposes.

Holiday as used in this subsection shall mean New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.

- 4.12 INVESTIGATION OF UNAUTHORIZED USE - Unauthorized connections to, or tampering with the Company's meters, meter seals, or metering equipment, or evidence thereof, which would cause the meter to fail to register or to register inaccurately, shall subject the Customer to prosecution under the laws of the State of Florida; to an adjustment for correction of prior bills for services rendered; to liability for reimbursement to the Company of all extra expenses incurred as a result thereof; and to immediate discontinuance of service, subject to the appeal rights of Commission Rule 25-6.105. The reimbursement for extra expenses incurred as a result of the investigation or as a result thereof shall be the actual amount of such extra expenses, but in any event shall not be less than the sum of \$75.00, (which may be assessed in lieu of proof of actual extra expenses when the Customer's obligation is acknowledged or is determined by a court of competent jurisdiction), and shall be in addition to any charges for service rendered or charges for restoration of service as provided elsewhere in these rules.
- 4.13 RESTORATION OF SERVICE (AFTER VIOLATION OF RULES) - The Company shall not be required to restore service after being discontinued in accordance with Rules 4.11 or 4.12 above until the Customer has complied with all reasonable rules of the Company designed to prevent a recurrence, and the Company has been reimbursed for the full amount of service rendered and paid a service charge for restoration of service as provided in paragraph 5.3 of these Rules.
- 4.14 TESTING OF METERS AND RESULTING ADJUSTMENTS - The Company shall, upon request, test any meter or meters, in accordance with Commission Rule 25-6.052, through which the Customer is receiving service. There will be no charge for such test provided that the meter has not been tested by the Company or the Florida Public Service Commission within twelve (12) months previous to such request. If the Customer requests a meter test more frequently, the Company may require a deposit, not to exceed fifteen dollars (\$15.00), to defray cost of testing.

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(continued)

If the test shows the meter to be accurate within:

- (a) Two percent (2%) fast or slow for watt-hour meters;
- (b) Four percent (4%) fast or slow for demand meters;

the deposit may be retained by the Company as a service charge for conducting the test; if the test shows otherwise, the deposit shall be refunded and adjustments in billing, determined in accordance with Commission Rule 25-6.103, shall be made as follows:

4.14.1 Fast Meter - The Company shall refund to the Customer an amount equal to the excess charged for one-half the period since the last test, said one-half period not to exceed twelve (12) months. However, if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to such time but not beyond such date based upon available records. No part of any minimum charge shall be refunded.

4.14.2 Slow, Non-Registering, or Partially Registering Meter - The Company may not backbill for any period greater than twelve (12) months from the date it notifies a customer that his or her meter is slow, non-registering, or partially registering. If it can be ascertained that the meter was slow, non-registering, or partially registering for less than twelve (12) months prior to notification, then the utility may back bill only for the lesser period of time.

4.14.3 Creeping Meter - If a meter is found to have a registration error due to "creep", in excess of one revolution in ten minutes, the Company will refund to the Customer an amount to compensate for the creeping. The error shall be calculated by timing the rate of "creeping" and assuming that the creeping affected the registration of the meter for twenty-five percent (25%) of the time, unless a more accurate estimate of the percentage of time the meter should have been inactive can be obtained.

4.14.4 Improper Metering Due to Electrical Contractor Error - If the Company determines that a service location has not previously been properly metered through errors of an electrical contractor, the Company may backbill for up to four years from the date of notice to the Customer that the error has been discovered.

4.15 RETURNED ITEM CHARGE - A service charge in accordance with Florida Statute 68.065 shall be added to the Customer's electric service bill for each check or draft dishonored by the bank upon which it is drawn. Service shall not be refused or discontinued for failure to pay the returned item charge.