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July 23, 2019

E-PORTAL FILING

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

Re: **Docket No. 20190132-EI - Petition for authority for approval of non-firm energy pilot program and tariff by Florida Public Utilities Company.**

Dear Mr. Teitzman:

Attached for filing in the referenced docket, please find Florida Public Utilities Company's responses to Staff's First Data Requests, issued July 9, in the referenced docket. Included with these responses are the following new and revised tariff sheets consistent with the Company's response to Data Request No. 4:

First Revised Sheet No. 39 (clean/legislative)
Original Sheet No. 66.1
Original Sheet No. 66.2

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

Kind regards,



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

Enclosure

Cc:/Suzanne Brownless – Office of General Counsel (sbrownle@psc.state.fl.us)

Re: Docket No. 20190132-EI - Petition for authority for approval of non-firm energy pilot program and tariff by Florida Public Utilities Company.

Joint Responses of Peninsula and FPUC to Staff's First Data Requests

1. Please discuss what prompted the filing of this petition, i.e., request from the two GSLD-1 customers.

Response – During the negotiations for the 2018 Purchased Power Agreement between FPU and FPL, the topic of Non-Firm energy was discussed. FPU brought this information to the two GSLD1 customers who both indicated they thought this could be incorporated into their generation mix. Since the pilot program seemed to be a good fit that would ultimately provide a benefit to all FPU customers by serving load previously served by customer generation, it was decided to move forward with the program.

2. In the past 3 years, how often have Rayonier & WestRock requested additional power from FPUC, in addition to what they produce themselves?

Response – During the past three years both Rayonier and WestRock purchase limited quantities of power from FPU on an almost daily basis and does so without any notice to FPU. The amounts purchased vary greatly and are based on the operational status of the mill.

Both mills have substantial on site generation that provides the vast majority of their energy and capacity requirements while FPU serves as a backup resource for upsets that occur with their systems. As the mills purchase more energy and capacity from FPU under the Non-Firm energy program, the program will improve the load factor for Amelia Island, provide an economic benefit for the mills and use an energy resource that is much more energy efficient while having less of a negative environmental impact for the area.

3. The petition states that there are two customers that would benefit from this Pilot Program, but the tariff states there is availability for three customers. How will the company determine the third customer?

Response – We currently only have two GSLD1 customers that can immediately benefit from this pilot program as soon as implementation occurs. As this is a pilot program, we do not plan to offer this to the third customer at this time but wanted the opportunity to explore this with other interested customers as the details of the program are completed.

When we make the decision to offer this to the third customer, FPU plans to review load and energy information for GSLD customers with dispatchable generation who will be ranked based on the total demand and energy utilized. Based on this information, FPU will provide Non-Firm energy information beginning with the largest GSLD customer identified in order to gauge interest and offer this program to the first customer who

elects to enter the pilot program. At that time a special contract will be executed with the third customer, commission approval will be requested and, assuming approval is granted, will move forward with the pilot program.

4. Please explain how this pilot program will be revenue neutral to the company.

Response – Attached to this data request as Exhibit D is a corrected tariff for the Non-Firm energy program. The cost of the Non-Firm Energy will be passed directly through to the customers as billed to FPU by FPL. At this time, there will be no administrative, energy or demand charges added to the cost. The charge in the filed version should have been deleted prior to filing. However, FPU reserves the ability to modify the tariff in the future should the pilot program indicate that charges for administrative, energy and demand are appropriate for the tariff.

In addition, the Company has also determined that the tariff was originally submitted with the incorrect header reflecting the wrong Tariff Sheet number. As such, the Company is re-submitting the program tariff with the corrected header, and updated Index Page, consistent with the establishment of a new Original Tariff Sheet Page Nos. 66.1 and 66.2.

5. Please refer to the proposed tariff sheet No. 67, subsection Monthly Rate. Please provide cost support for the \$500.00 monthly NF administrative charge.

Response –Please see response to question #4.

6. Please refer to the proposed tariff sheet No. 67, subsection Applicability and provide the Special Contracts that are referred to in the first sentence; in the alternative, provide the docket numbers that approved those contracts.

Response – See attached Exhibits A & B, as noted below:

Exhibit A – Rayonier Special Contract (Florida Public Utilities Company Agreement for Electric Service with ITT Rayonier, Inc. dated April 1, 1982)

Exhibit B – WestRock Special Contract (Florida Public Utilities Company Agreement for Electric Service with Container Corporation of America and Smurfit Paperboard, Inc. dated November 30, 1992, approved by Order No. PSC-92-1449-PAA-EI, issued in Docket No. 920998-EI)

7. Please state whether FPUC's cost to purchase non-firm energy from FPL for the two GSLD-1 customers under the proposed tariff, and any revenues received from the two GSLD-1 customers under the proposed tariff, will be included in FPUC's Purchased Power Cost Recovery filings in Docket No. 20190001-EI.

Response – Cost to purchase and revenues received for Non-Firm energy for these two GSLD1 customers will not be included in FPU's Purchased Power Cost Recovery filing in Docket #20190001-EI.

8. Please provide a copy of FPL's TS-1 tariff.

Response - See Attached Exhibit C.

9. Will the non-firm (NF) energy price, charged by FPUC to the customers taking service under the proposed tariff, be at the same rate as FPUC purchases non-firm energy from FPL in accordance with FPL's TS-1 tariff? If not, please explain any "mark-up" to the NF energy price FPUC would charge to the customers

Response – Yes. The price charged to the customers for Non-Firm energy will be the same as paid by FPU to FPL for the purchase.

10. Referring to Paragraph 9(b) of the petition, please explain how the overall load factor of the energy usage on Amelia Island will be improved by the proposed tariff and how that impacts the general body of FPUC's ratepayers.

Response – Currently the overall load factor on Amelia Island is significantly impacted by the demand and energy purchases from the two customers involved in the pilot program. Short term purchases by the customers typically drive up the maximum demand for Amelia Island each month but do not drive up the total energy amount in the same percentage which results in a negative impact on the load factor.

This new program will provide the incentive for purchases in which the demand and equivalent energy will be utilized over longer periods of time which provides for a load factor much closer to 100%. With this included in the overall Amelia Island purchases, the load factor will improve based upon this program.

Generally, load factor is included when wholesale energy providers determine the pricing that is offered to other companies. This improved load factor should provide for lower wholesale pricing which will be a benefit to the customers when future agreements are negotiated for wholesale power.

11. Please discuss how FPUC will determine the success or failure of this pilot program.

Response – The success or failure of this pilot program will be based upon the total utilization of the Non-Firm energy by the customers involved in the pilot program which allows FPU to provide service to load that is currently served from the customer's generation resources. The goal is to provide a benefit to all customers while improving the overall load factor for the electrical usage on Amelia Island.

12. When would FPUC petition the Commission to continue, modify, and discontinue the proposed tariff?

Response – FPU will petition the Commission to continue, modify or discontinue the tariff just prior to the December 31, 2020 expiration date or during the next FPU rate proceeding, whichever comes first.

Re: Docket No. 20190132-EI - Petition for authority for approval of non-firm energy pilot program and tariff by Florida Public Utilities Company.

Exhibit A

Rayonier Special Contract

FLORIDA PUBLIC UTILITIES COMPANY
AGREEMENT FOR ELECTRIC SERVICE WITH
ITT RAYONIER, INC.

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 1982, by and between FLORIDA PUBLIC UTILITIES COMPANY, a Corporation organized and existing under the laws of the State of Florida, hereinafter sometimes called the "Company", party of the first part, and ITT RAYONIER, INC., a Delaware Corporation, hereinafter sometimes called the "Customer", party of the second part,

WITNESSETH:

The Company is the owner of an electric utility plant for the distribution of electric energy in Fernandina Beach and Amelia Island, Florida, and desires to sell to the Customer electric energy and the Customer desires to buy electric energy from the Company on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained it is agreed as follows:

I

ENERGY TO BE FURNISHED

The Company agrees to furnish and sell to the Customer and the Customer agreed to accept and pay for, within twenty (20) days from date of bill upon the terms and conditions herein contained, as approved by the Florida Public Service Commission, electric energy for use on the premises of the Customer at Fernandina Beach, Florida. The supply of energy to be furnished to the Customer shall be what is generally known as 3 phase, 60 cycle, alternating current at approximately 67,000 volts + 5%.

II

PARALLEL OPERATION

Parallel operation between the Customer's generators and the lines of the Company will be permitted under the following conditions:

- (a) Customer will install and maintain suitable relays and protective equipment in respect to all of its facilities involved in the inter-operation of the electrical systems, all subject to Company's approval.
- (b) Customer will install corrective equipment or eliminate any objectionable condition where it can be demonstrated that Customer's load adversely affects Company's system or service to other customers.
- (c) Company shall not be liable for loss or damage to the Customer arising out of operation in parallel with the Company except where such loss or damage is caused by the Company's negligence or the negligence of the Company's agents, sub-contractors or employees.
- (d) The Company's electric measuring instruments from which information is taken for billing purposes will be equipped with ratchets or attachments to prevent a credit to the Customer for any flow of current from the Customer's lines to the Company's connection.

III

POINT OF DELIVERY

The point of delivery of energy furnished by Company to Customer hereunder shall be the point where the Company's lines for delivering such energy cross the property line of Customer at the Customer's plant site. It is agreed that all such energy shall be metered at the supply voltage by metering equipment owned by the Company and located at a site agreeable to both parties.

The Customer hereby grants to the Company the right and privilege of ingress and egress in, over and across its property and buildings at all times during the term of this contract or any extension thereof, for the purpose of constructing, maintaining, repairing and/or operating its lines and metering and/or all other equipment used in connection with the furnishing

of said electric energy to the Customer. The Customer further agrees to grant the Company a suitable right-of-way, for the term of this agreement, for the location of the Company's facilities on the property of the Customer.

IV

CONTRACT CAPACITY

The maximum capacity to be made available by the Company to the Customer is 11,000 kw unless increased by mutual agreement in writing.

If at any time the Customer desires to increase the contracted capacity, six months' written notice thereof shall be given to the Company and the Company shall use its best efforts to make available the increase in capacity requirements at terms and conditions for such increase to then be determined.

V

RATES

For all electrical energy delivered per month under this contract, Customer agrees to pay monthly for same at the rates set out in Company's Fernandina Beach Division Rate Schedule GSLD, General Service Large Demand, as filed and approved by the Florida Public Service Commission and as said Rate Schedule applicable for service under this contract may be amended from time to time. (Copies of Rate Schedule GSLD and Rate Adjustment Rider - Fernandina Beach Division attached hereto.)

If at the termination of this contract, Customer discontinues the purchase of electrical energy from the Company, Customer shall pay Company during the succeeding eleven (11) months following such termination a monthly demand charge based on 90% of the maximum demand Customer had taken in the eleven (11) months prior to the termination date and the applicable demand rate set out in Rate Schedule GSLD. For purposes of this clause, the maximum demand shall be adjusted as may be necessary to properly reflect the extent

that the Customer's monthly demands have increased Company's total system demands as measured by Company's wholesale supplier in the preceding eleven (11) months prior to Customer discontinuing the purchase of electricity. It is the intent of the parties in this clause that the Customer shall reimburse Company for those demand costs imposed on Company's system by Customer and for which the Company is obligated to pay its wholesale supplier subsequent to Customer's termination of service.

VI

BILLING PERIOD

The Company will read its meter at intervals of approximately thirty days for the purpose of determining the Customer's maximum demand and the energy consumed hereunder and the rates and charges herein provided for shall be based upon such readings. Insofar as possible, the meter reading date shall be coincident with the date and time of the meter reading used in determining the monthly purchased electricity quantities received by the Company from its wholesale supplier.

VII

SERVICES

The Company will endeavor to furnish a continuous supply of energy to the Customer, but it is distinctly understood that the Company does not guarantee uninterrupted service and shall not be liable for any damage that the Customer or any third person or persons may sustain by reason of interruption or failure of such service, whether caused by an act of God, accident and/or repairs. It is understood that the Company will endeavor to give the Customer at least three days' notice of any planned energy outage and as much notice as possible of any unplanned energy outage.

VIII

DEFAULT

The Company expressly reserves the right to cut off the supply of electrical energy to be furnished hereunder and to remove its equipment upon the termination of this contract or at any time upon the failure of the Customer to fully perform any of the terms or conditions of this contract.

If any bill is not paid within thirty (30) days after the 20th day following the date of rendition, it shall be considered in default, and the Company may, at its option and without liability therefore, suspend service to the Customer five (5) days after giving notice in writing of its intention to do so. In the event of any breach of this contract by the Customer and termination hereof by the Company, as herein provided, the Customer agrees to pay to the Company monthly minimum charges pursuant to the authorized Rate Schedule described in Article V each month from the date of such termination of this contract to the date this contract would have continued in force, as provided in Article X hereof.

IX

COMPANY'S EQUIPMENT

The Customer agrees to protect, indemnify and save harmless the Company from and against any and all loss, damage and/or liability arising out of injury or damage to any equipment of the Company's located on the premises of the Customer, caused by any agent or employee of the Customer. The Company's employees working on Customer's property are excepted.

It is understood and agreed that the Company does not assume and it should not be held liable for injuries, loss or damage, whether sustained by the Customer or a third party or parties, which shall arise or occur within the Customer's property except as to injuries, loss or damage, whether to person or property, caused by the negligence of the Company's employees, agents or sub-contractors.

The Customer hereby warrants that all wiring and installation of electrical appliances on and about the premises of the Customer at all points and places within the limits of Customer's property have been carefully and competently done by and under the direction or management of the Customer, and the Customer further agrees and obligates itself to keep all electrical wires, poles, circuit breakers, switches, lights and appliances on the premises of Customer in a good state of repair and safely installed and maintained at all times during the existence of this contract, to safely receive and utilize electric energy. All wiring and the installation of all electrical appliances and apparatus shall be of such character as not to introduce disturbances to the Company's lines.

The Customer agrees that it will not resell to, or permit any of the electrical energy delivered hereunder to be used by any other person, firm, or corporation without the written consent of the Company.

It is agreed that the Company will not be required to install additional capacity specifically to supply energy under this contract.

X

TERM OF CONTRACT

This contract shall become effective on April 1, 1982, and shall remain in effect for a period of five years and shall continue in effect from year to year thereafter, provided either party may cancel the same by giving written notice to the other party not less than 365 days in advance of any annual expiration date.

XI

FLORIDA PUBLIC SERVICE COMMISSION

It is understood that this contract must be approved by the Florida Public Service Commission prior to execution by the parties hereto. The rates,

terms and conditions stated in this contract are subject to change by the Florida Public Service Commission at any time in the manner prescribed by law. In the event of such change, the new rates, terms and conditions prescribed will apply from their effective date for the unexpired term of this contract.

This contract includes Company's Rules and Regulations as filed with and approved by the Florida Public Service Commission except in such terms where- in a contrary intent is herein expressed.

XII

SUPERSEDURE

This contract cancels and supersedes the contract for electric service between Company and Customer dated April 18, 1977.

XIII

SUCCESSORS AND ASSIGNS

This contract inures to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective Presidents or Vice Presidents thereunto duly authorized and their corporate seals to be hereunto affixed and attested by respective Secretaries or Assistant Secretaries the day and year first above written.

FLORIDA PUBLIC UTILITIES COMPANY

By *E. J. Patterson*
E. J. Patterson, President

(SEAL)

ATTEST: With Corporate Seal

Mildred K. Hood

WITNESSES:

Robert L. Terry
W. J. Gerould

ITT RAYONIER, INC.

By *Edward J. ...*
Executive Vice President Operations

(SEAL)

ATTEST: With Corporate Seal

John W. ...
Assistant Secretary

WITNESSES:

J. ...
R. J. Schwinderman

FERNANDINA BEACH DIVISION
RATE SCHEDULE GSLD
RATE CODE 66
GENERAL SERVICE - LARGE DEMAND

Availability

Available within the territory served by the Company on Amelia Island.

Applicability

Applicable to commercial and industrial services of customers contracting for 5,000 kilowatts of demand or more of power service.

Character of Service

Three phase, 60 hertz, electric energy at the available transmission voltage, nominally 69,000 volts or higher.

Monthly Rate

Demand Charge:

Each kw of Billing Demand \$3.35 /kw

Energy Charge:

All kwh .5543¢ /kwh

Minimum Bill

The minimum monthly bill is the Demand Charge.

Terms of Payment

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

Rate Adjustment

The above rate is subject to adjustment in accordance with the provisions of the applicable Rate Adjustment Rider - Fernandina Beach Division.

Billing Demand

The Billing Demand in any month shall be the greatest of the following:

- (a) The highest fifteen-minute average load for the current month, as registered by a demand meter.
- (b) The highest fifteen-minute average demand for the current month after adjustment for power factor, in accordance with the Power Factor Clause of this schedule.

Continued on Sheet No. 50.4

FERNANDINA BEACH DIVISION
RATE SCHEDULE GSLD
RATE CODE 66
GENERAL SERVICE - LARGE DEMAND

Continued from Sheet No. 50.3

(c) Ninety (90) per cent of the maximum demand established during the preceding eleven months in accordance with (a) or (b) above.

(d) Not less than 5,000 kw per month.

Term of Service

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

Power Factor Clause

Whenever the power factor is less than 85% lagging during the month, the measured demand shall be determined upon the basis of 85% of the maximum integrated fifteen minute kva demand.

Terms and Conditions

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

Issued by: E. J. Patterson, President
Issued on: February 4, 1982

Effective: February 4, 1982

Re: Docket No. 20190132-EI - Petition for authority for approval of non-firm energy pilot program and tariff by Florida Public Utilities Company.

Exhibit B

WestRock Special Contract (formerly Smurfitt)

FLORIDA PUBLIC UTILITIES COMPANY
AGREEMENT FOR ELECTRIC SERVICE WITH
CONTAINER CORPORATION OF AMERICA AND
SMURFIT PAPERBOARD, INC.

A-52
920998-EI

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between FLORIDA PUBLIC UTILITIES COMPANY, a Corporation organized and existing under the laws of the State of Florida, hereinafter sometimes called the "Company", party of the first part, and CONTAINER CORPORATION OF AMERICA AND SMURFIT PAPERBOARD, INC., Delaware Corporations, hereinafter collectively referred to as "Customers", party of the second part.

WITNESSETH:

The Company is the owner of an electric utility plant for the distribution of electric energy in Fernandina Beach and Amelia Island, Florida, and desires to sell to Customers electric energy and Customers desire to buy electric energy from the Company on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained it is agreed as follows:

I

ENERGY TO BE FURNISHED

The Company agrees to furnish and sell to Customers and Customers agree to accept and pay for, within twenty (20) days from the date of bill upon the terms and conditions herein contained, as approved by the Florida Public Service Commission, electric energy for use on the premises of Customers at Fernandina Beach, Florida. The supply of

energy to be furnished to Customers shall be what is generally known as 3 phase, 60 cycle, alternating current at approximately 67,000 volts \pm 5%.

II

PARALLEL OPERATION

Parallel operation between Customers' generators and the lines of the Company will be permitted under the following conditions:

- (a) Customers will install and maintain suitable relays and protective equipment in respect to all of its facilities involved in the inter-operation of the electrical systems, all subject to Company's approval.
- (b) Customers will install corrective equipment or eliminate any objectionable condition where it can be demonstrated that Customers' load adversely affects Company's system or service to other customers.
- (c) Company shall not be liable for loss or damage to Customers arising out of operation in parallel with the Company except where such loss or damage is caused by the Company's negligence or the negligence of the Company's agents, subcontractors or employees.
- (d) The Company's electric measuring instruments from which information is taken for billing purposes shall be capable of measuring sales or purchases of electric energy to and from Customers. Purchases of electric energy by the Company from Customers shall be billed in accordance with the terms and conditions of Company's approved Agreement for Purchase of As-Available Energy with Container Corporation of America filed with the Florida Public Service Commission.

III

POINT OF DELIVERY

The point of delivery of energy furnished by Company to Customers hereunder shall be the load side of Company's disconnect switch located on Customers' plant site. It is agreed that all such energy shall be metered at the supply voltage by metering equipment owned by the Company and located at a site agreeable to both parties.

Customers hereby grant to the Company the right and privilege of reasonable ingress and egress in, over and across its property and buildings at all times during the term of this contract or any extension thereof, for the purpose of constructing, maintaining, repairing and/or operating its lines and metering and/or all other equipment used in connection with the furnishing of said electric energy to Customers. Customers further agree to grant the Company a suitable right-of-way, for the term of this agreement, for the location of the Company's facilities on the property of Customers.

IV

CONTRACT CAPACITY

The maximum capacity to be made available by the Company to Customers is 20,000 KW unless increased by mutual agreement in writing.

If at any time Customers desire to increase the contracted capacity, six months' written notice thereof shall be given to the Company and the Company shall use its best efforts to make available the increase in capacity requirements at terms and conditions for such increase to then be determined.

It is expressly understood by the parties that in the event of a failure of any part of Company's transmission facilities, Company has the right to request Customers to temporarily shed load to the extent necessary below 20,000 KW in order to maintain continuity of service to Company's other rate classes and protect Company's facilities from damage due to excessive capacity requirements. In no event shall a request to shed load reduce the capacity available to Customers below 10,000 KW nor shall this right to request Customers to shed capacity alter or supersede the conditions set forth in Article VIII of this agreement. The Company shall be prompt and diligent in removing and overcoming the

cause or causes of said load reductions. It is further understood that the Company expects to have in operation by October 1992 additional transformation capacity at its 138 KV/69 KV Stepdown Substation in order to improve overall capacity reliability. Thereafter, the possible need for Customers to temporarily shed load shall be substantially reduced.

V

RATES

For all electrical energy delivered per month under this contract, Customers agree to pay monthly for same at the rates set out in Company's Fernandina Beach Division Rate Schedule GSLD, General Service Large Demand, as filed and approved by the Florida Public Service Commission and as said Rate Schedule applicable for service under this contract may be amended from time to time. (Copies of Rate Schedule GSLD and Rate Adjustment Rider - Fernandina Beach Division attached hereto.)

If at the termination of this contract, the Company's purchases of electric energy from its wholesale supplier includes demand charges based upon a ratchet demand, the Customers shall reimburse the Company for those demand costs imposed on Company's system by Customers and for which the Company is obligated to pay its wholesale supplier subsequent to Customers' termination of service. The Company's agreement with its present supplier, the Jacksonville Electric Authority, does not currently contain a ratchet clause. The Company will give Customers written notice twenty-four (24) months in advance of any change(s) in its purchase power contracts when said change(s) include a ratchet demand clause.

VI

BILLING PERIOD

The Company will read its meter at intervals of approximately thirty days for the purpose of determining Customers' maximum demand and the energy consumed hereunder and the rates and charges herein provided for shall be based upon such readings. Insofar as possible, the meter reading date shall be coincident with the date and time of the meter readings used in determining the monthly purchase electricity quantities received by the Company from its wholesale supplier.

VII

METER TEST

The Company, at its expense, shall periodically inspect and test the meter installed by it at intervals not exceeding two (2) years. If the Customers so desire, an authorized representative shall have the privilege of witnessing the test. Upon request of the Customers, the Company shall, without charge, make a test of the accuracy of the meter provided that the meter has not been tested by the Company within twelve (12) months prior to such request. Should the Customers request a test within twelve (12) months of the previous test, the cost of such additional tests shall be borne by the Customers if the percentage of error is found to be not more than two (2) percent slow or fast.

VIII

SERVICES

The Company will endeavor to furnish a continuous supply of energy to Customers, but it is distinctly understood that the Company does not guarantee uninterrupted service and shall not be liable for any damage that Customers or any third person or persons

may sustain by reason of interruption or failure of such service, whether caused by an act of God, accident, fire, flood, strike, explosion, or other acts beyond the control of the Company. It is understood that the Company will endeavor to give Customers at least thirty (30) days' notice of any planned energy outage and as much notice as possible of any unplanned energy outage.

IX

DEFAULT

The Company expressly reserves the right, upon thirty (30) days written notice to Customers, to terminate this Contract and remove its equipment from Customers' premises in the event Customers fail to fully and satisfactorily perform any non-monetary terms or conditions of this Contract provided, however, that Customers have the right to void the Company's termination action by correcting and eliminating noticed non-monetary deficiency(ies) within the thirty (30) day notice period.

When any invoice for electric energy provided under this contract remains unpaid for fifty (50) days following the date contained on the invoice, it shall be deemed delinquent and in default and the Company shall, at its option and without liability, suspend service to Customers five (5) working days after giving notice in writing of its intention to do so. In the event of any breach of this contract by Customers and termination thereof by the Company, as herein provided, Customers agree to pay to the Company the monthly minimum charges pursuant to the authorized Rate Schedule described in Article V for each month from the date of such termination of this contract to the date this contract would have continued in force, as provided in Article X hereof. In addition, in event of any breach and termination, Customers shall reimburse Company for ratchet demand charges, if any,

imposed upon Company by its wholesale supplier in accordance with the terms and conditions of Article V hereof.

X

COMPANY'S EQUIPMENT

Customers agree to protect Company's equipment located on Customers' premises from losses or damages caused solely by any agent or employee of Customers and shall indemnify and save harmless the Company from and against all such losses or damages to the Company's equipment.

Customers agree to protect and indemnify the Company from any liability for injuries, losses or damages sustained by Customers, Customers' employees, agents, subcontractors or other third parties which arise or occur on Customers' premises except for those injuries, losses or damages to person or property caused by the sole negligence of the Company, its employees, agents or subcontractors.

Company hereby warrants that all Company-owned equipment, apparatus, and materials installed, operated and used to transmit and deliver, in a safe manner, electric energy to the Customers, is in good working order, installed safely and according to applicable codes and that the Company shall maintain this equipment, apparatus and materials as such during the term of this Contract.

Customers hereby warrant that all wiring and installation of electrical equipment owned by Customers on and about their premises at all points and locations within the limits of Customers' property have been completed and installed in compliance with applicable codes under direction or supervision provided by the Customers. Additionally, Customers agree, and obligate themselves at all times during the term of this contract, to

maintain all electrical wiring, poles, circuit breakers, switches, lights, appliances and other equipment owned by Customers on their premises in a good state of repair and installed in such a manner as to enable Customers to receive and utilize electric energy safely. All wiring and installation of electrical appliances and equipment shall be completed in such a manner as to not produce or introduce electrically related disturbances to the Company's lines or equipment.

Customers agree that they will not resell nor permit the use of the electrical energy delivered hereunder by any other person, firm or corporation.

Customers agree that the Company cannot be required to, nor will it, increase or modify its facilities to supply the electrical energy herein contracted for by Customers.

XI

TERM OF CONTRACT

This contract shall become effective on October 1, 1991 and shall remain in effect for a period of one (1) year and shall continue in effect from year to year thereafter, providing either party may cancel the same by giving written notice to the other party not less than 365 days in advance of any annual expiration date.

XII

FLORIDA PUBLIC SERVICE COMMISSION

It is understood that this contract must be approved by the Florida Public Service Commission prior to execution by the parties hereto. The rates, terms and conditions stated in this contract are subject to change by the Florida Public Service Commission at any time in the manner prescribed by law. In the event of such changes, the

new rates, terms and conditions prescribed will apply from their effective date for the unexpired term of this contract.

This contract includes Company's Rules and Regulations as filed with and approved by the Florida Public Service Commission except in such terms wherein a contrary intent is herein expressed.

XIII

CUSTOMERS

Container Corporation of America and Smurfit Paperboard, Inc., herein collectively referred to as "Customers", parties of the second part, agree to be jointly and severally responsible for the obligations of the Customers set forth herein and that any breach, default or adverse action by one shall be considered as a breach, default or adverse action by the Customers.

XIV

SUPERSEDURE

This contract cancels and supersedes the contract for electric service between Company and Container Corporation of America dated August 26, 1982.

XV

SUCCESSORS AND ASSIGNS

This contract inures to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective Presidents or Vice Presidents thereunto duly authorized and their

corporate seals to be hereunto affixed and attested by respective Secretaries or Assistant Secretaries the day and year first above written.

(SEAL)

FLORIDA PUBLIC UTILITIES COMPANY

ATTEST: With Corporate Seal

Richard E. Hall

By F. C. Cressman
F. C. Cressman, President

WITNESSES:

Ethel M. Davis

Patricia A. Gordon

(SEAL)

CONTAINER CORPORATION OF AMERICA

ATTEST: With Corporate Seal

McCreary

By Richard D. Quinn
Its: V.P., Gen. Mgr.
Containerboard Mill Division

WITNESSES:

Jacqueline P. Brockmeyer

W. S. Earlow

(SEAL)

SMURFIT PAPERBOARD, INC.

ATTEST: With Corporate Seal

McCreary

By Richard D. Quinn
Its: Vice President/General Manager
Containerboard Mill Division

WITNESSES:

Jacqueline P. Brockmeyer

W. S. Earlow

APPROVED

NOV 30 1992

Florida Public Service Commr.

Authority No. 1 92-48

Re: Docket No. 20190132-EI - Petition for authority for approval of non-firm energy pilot program and tariff by Florida Public Utilities Company.

Exhibit C

FPL TS-1 tariff

Florida Power & Light Company as of 2/11/2015
Electric TCS and MBR
Tariff No. 1 For Sales of Power and Energy
Effective Date: 08/10/2010 Status: Effective
FERC Docket: ER10-02190-000 104
FERC Order: DLO Order Date: 09/29/2010
Tariff No. 1 For, Sales of Power and Energy, 0.0.0 A

TARIFF NO. 1
FOR SALES OF POWER AND ENERGY
BY
FLORIDA POWER & LIGHT COMPANY

ARTICLE I

DEFINITIONS

Section 1.1 - Affiliate: Shall mean a Party's direct or indirect parent(s), affiliate(s) and subsidiary(ies), and shall include the officers, directors, employees and agents of such Party and of its parent(s), affiliate(s) and subsidiary(ies).

Section 1.2 - Buyer: Shall mean an Eligible Entity that has entered into a Service Agreement with FPL under this Tariff.

Section 1.3 - Economy Energy: Shall mean non-firm energy which FPL, the Seller, can supply, subject to the provision in Section 2.3, to the Buyer, at an incremental cost which is lower than the incremental cost the Buyer would otherwise incur for the supply of this energy from its currently available Electric Resources.

Section 1.4 - Electric Resources: Shall mean dependable electric power and energy resources available to a Party, consistent with Prudent Utility Practice.

Section 1.5 - Eligible Entity: Shall mean any private or public corporation, governmental agency

or authority, municipality, rural electric membership corporation or cooperative, person, or lawful association of any of the foregoing, which engages in the generation, transmission, distribution, or sale of electric energy to which it has title at wholesale or retail and which is subject to regulation with respect to rates or services under the laws of the state where such entity renders service, or pursuant to the Federal Power Act, or is legally exempted from such regulation as a municipality, rural electric cooperative or qualifying facility. The term "Eligible Entity" shall not include ultimate consumers of electric utility service.

Section 1.6 - Federal Power Act: Shall mean the Federal Power Act, 16 U.S.C. § 792 et seq., as it is now or shall be amended in the future, or any successor thereto.

Section 1.7 - FERC: Shall mean the Federal Energy Regulatory Commission or any successor having comparable responsibilities.

Section 1.8 - FPL: Shall mean Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida.

Section 1.9 - Force Majeure: Shall mean any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the Party claiming Force Majeure or its contractors or suppliers. It will include, without limitation, strike, stoppage in labor, failure of contractors or suppliers of materials, shortage of fuel, riot, fire, flood, ice, invasion, civil war, commotion, insurrection, blockades, embargoes, sabotage, epidemics, explosions, military or usurped power, order of any court granted in any bona fide adverse legal proceeding or action, order of any civil or military authority (either de facto or de jure and including orders of governmental and administrative agencies which conflict with the terms of this Tariff), acts of God or public enemies, failure or malfunction of system facilities and unscheduled outage of generating units or transmission facilities.

Section 1.10 - Operating Representatives: Shall mean those representatives appointed by FPL and Buyer in accordance with Section 9.1.

Section 1.11 - Parties: Shall mean the Parties to a Service Agreement entered into under this Tariff.

Section 1.12 - Power and Energy: Shall mean that amount of electric power and/or energy that FPL agrees to sell and the Buyer agrees to purchase pursuant to a transaction entered into under this Tariff.

Section 1.13 - Prudent Utility Practice: Shall mean any of the practices, methods and acts in which a significant portion of the electric utility industry engages or of which it approves during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts.

Section 1.14 - Service Agreement: Shall mean the initial agreement and any amendments thereto entered into by a Buyer and FPL, executed and appropriately filed at FERC for service under this Tariff.

Section 1.15 - Tariff: Shall mean this Tariff No. 1 for Sales of Power and Energy by Florida Power & Light Company, and all Schedules and Appendices attached hereto.

ARTICLE II

POWER AND ENERGY SERVICE

Section 2.1 - Power and Energy Service: Transactions under this Tariff shall be as agreed by the Parties' Operating Representatives on a case-by-case basis. FPL shall be the sole judge of its ability to supply Power and Energy, and all transactions hereunder shall be entirely voluntary. FPL may furnish Power and Energy from any available Electric Resources it chooses for sale to the Buyer under this Tariff. Transactions under this Tariff shall include, but not be limited to, sales of Economy Energy. Unless otherwise explicitly agreed by the Parties, transactions under this Tariff shall have an interruption priority that is below that of FPL's native load.

Section 2.2 - Transmission Service, Scheduling and Third Party Arrangements: Unless otherwise agreed by the Parties, for all transactions under this Tariff: (a) the point(s) of delivery for the Power and Energy shall be at those FPL interconnection(s) as agreed upon by the Parties; (b) (i) FPL shall be responsible for obtaining any transmission services necessary for the delivery of Power and Energy for transactions under this Tariff to the point(s) of delivery and for the costs associated with such transmission service(s) to the point(s) of delivery; (ii) the Buyer shall be responsible for obtaining any transmission services necessary for the delivery of Power and Energy from the point(s) of delivery and for the costs associated with such transmission service(s) from the point(s) of delivery; (iii) transmission service through FPL's system must be obtained in accordance with the applicable Open Access Transmission Tariff of FPL on file with the FERC; and (c) Power and Energy transactions shall be scheduled in accordance with FPL's scheduling procedures and Power and Energy shall be scheduled in whole MW and MWh quantities. For those transactions where the Parties agree that the point(s) of delivery will be other than those specified in (a) of this Section 2.2, unless the Parties agree otherwise, any arrangements with third parties and compensation to any

third parties associated with Power and Energy transactions to such point(s) of delivery shall be the sole responsibility of FPL, and any arrangements with third parties and compensation to any third parties associated with Power and Energy transactions from such point(s) of delivery shall be the sole responsibility of the Buyer.

Section 2.3 - Power and Energy Service Transactions: In the event that the Buyer requests FPL to provide Power and Energy and FPL determines that such service is available, the Parties' Operating Representatives shall agree on the specific terms and conditions for each such transaction. For Economy Energy transactions, the Buyer shall have concurrently available to it Electric Resources which would otherwise be available and used for the supply of this energy if Economy Energy was not available.

Section 2.4 - Service Requests: Procedures for requesting and confirming Power and Energy transactions under a Service Agreement and this Tariff shall be determined by the Parties' Operating Representatives on a case-by-case basis.

Section 2.5 - Expansion of Facilities: FPL will have no obligation under this Tariff or any Service Agreement executed hereunder to plan its system or modify its facilities in order to provide or maintain Power and Energy service.

ARTICLE III

SERVICE AGREEMENT

Section 3.1 - Service Agreement: In order for an Eligible Entity to take service under this Tariff, a Service Agreement must be executed by FPL and the Eligible Entity and appropriately filed at the FERC. The applying Eligible Entity must execute the Service Agreement and return it to FPL in a timely manner sufficient to meet regulatory requirements. The applying Eligible Entity shall

cooperate with FPL and provide information reasonably required by FPL to comply with the appropriate filing requirements.

Section 3.2 - Creditworthiness: For the purpose of determining the ability of any Eligible Entity to meet its obligations related to service hereunder, FPL may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices. In addition, FPL may require any Eligible Entity to provide and maintain in effect during the term of the Service Agreement, an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under the Tariff, or an alternative form of security proposed by such Entity and acceptable to FPL and consistent with commercial practices established by the Uniform Commercial Code that protects FPL against the risk of non-payment.

Section 3.3 - Other Information: FPL may request such other information as it determines may reasonably be required to evaluate the Eligible Entity's application for service.

Section 3.4 - Cancellation: FPL reserves the right to cancel the Service Agreement between FPL and the Buyer and/or terminate transactions under the Service Agreement consistent with the provisions of the FERC's regulations governing notices of cancellation or termination.

Section 3.5 - Bankruptcy and Insolvency: FPL will not be required to enter into a Service Agreement or continue a Power and Energy transaction if (a) the Eligible Entity or the Buyer files a voluntary petition or has an involuntary petition filed against it, for bankruptcy under the United States Bankruptcy Code, 11 U.S.C. §§ 101 et. seq., or similar state insolvency laws; (b) the Eligible Entity or the Buyer otherwise becomes insolvent or fails to meet its payment obligations when due; or (c) FPL reasonably determines that the Eligible Entity or the Buyer is not credit-worthy; provided, however, that FPL may continue to provide Power and Energy if the Buyer prepays for such service or furnishes good and sufficient security of a continuing nature in an amount at least

equal to the cost of such services. FPL retains the right to request the Eligible Entity or the Buyer to submit to FPL updated financial information to ensure the credit-worthiness of the Eligible Entity or the Buyer.

ARTICLE IV

CHARGES

Section 4.1 - Payment for Transactions: The Buyer shall pay FPL the amount as agreed by the Parties for the Power and Energy transaction. The amount shall include:

- (a) A Power and Energy charge which (expressed in \$ per MWh) shall not be less than FPL's Incremental Energy Cost under Section 4.2 of this Tariff and which shall not exceed the sum of (i) one hundred and ten percent (110%) of FPL's Incremental Energy Cost and (ii) the Maximum Hourly Charge specified in Appendix A, subject to the limitations of Section 4.3;
- (b) Any transmission charge incurred by FPL for delivery of the Power and Energy through FPL's transmission system in accordance with FPL's Open Access Transmission Tariff and/or the transmission system(s) of any third party(ies).

In the event and to the extent FPL's Incremental Energy Cost under Section 4.2 of this Tariff represents the cost of purchased power, in determining the Power and Energy charge pursuant to this Section 4.1(a) the ten percent (10%) adder that is applied to such purchased power expense under Section 4.1(a)(i) shall not recover more than 1 mill/kWh and the Maximum Hourly Charge under Section 4.1(a)(ii) for such power shall not apply. Sales of power purchased for FPL's reliability purposes or for FPL's economy purposes where FPL stands by to supply power from its own resources are not subject to the

preceding sentence.

Section 4.2 - FPL's Incremental Energy Cost: FPL's Incremental Energy Cost shall be FPL's forecasted incremental fuel cost for load dispatching in effect at the time of the transaction as determined by FPL taking into consideration any start-up costs incurred in the event a unit needs to be started to supply Power and Energy. The order of priority used to determine FPL's Incremental Energy Cost will be such that the Power and Energy provided under this Tariff will be the increment immediately above (i.e., will be deemed to be provided after) FPL's: (1) retail and wholesale load requirements, including spinning reserves, (2) sales of firm capacity and energy, and (3) sales under other prior commitments into which FPL may have entered.

Section 4.3 - Charges under Section 4.1(a)(ii): The maximum charge under Section 4.1(a)(ii) during any day shall not exceed the product of (i) the highest amount of service (in MW) provided by FPL to the Buyer under this Tariff during any hour of the day times (ii) the Maximum Hourly Charge specified in Appendix A times (iii) sixteen hours. The maximum charge under Section 4.1(a)(ii) during any week shall not exceed the product of (i) the highest amount of service (in MW) provided by FPL to the Buyer under this Tariff during any hour of the week times (ii) the Maximum Hourly Charge specified in Appendix A times (iii) eighty hours.

Section 4.4 - Payment for Economy Energy Transactions: The Buyer shall pay FPL the amount as agreed by the Parties for the Economy Energy transaction which, unless otherwise agreed, shall represent an equal sharing of the benefits from the Economy Energy transaction between the Buyer and FPL. Such amount (expressed in \$ per MWh) shall not be less than FPL's Cost of Economy Energy under Section 4.6 and shall not exceed the greater of (a) or (b) below:

- (a) Fifty percent (50%) of Buyer's Value of Economy Energy under Section 4.5 plus fifty percent (50%) of FPL's Cost of Economy Energy under Section 4.6.

(b) The maximum charge under Section 4.1.

Section 4.5 - Buyer's Value of Economy Energy - (\$/MWh): For an Economy Energy transaction under this Tariff, the Buyer's Value of Economy Energy shall be the forecasted incremental expense, as determined by the Buyer, which the Buyer would incur in supplying the energy from its Electric Resources if Economy Energy was not to be received taking into consideration any incremental expenses associated with deliveries at the point(s) of delivery.

Section 4.6 - FPL's Cost of Economy Energy - (\$/MWh): For an Economy Energy transaction under this Tariff, FPL's Cost of Economy Energy shall be the forecasted incremental expense, as determined by FPL, which FPL would incur in supplying the energy from its Electric Resources including any transmission charge incurred by FPL for delivery of the Power and Energy through FPL's transmission system and/or the transmission system(s) of any third party(ies). Transmission service from FPL must be obtained in accordance with the applicable Open Access Transmission Tariff of FPL on file with the FERC.

Section 4.7 Supply of Economy Energy: Unless otherwise agreed, FPL will supply Economy Energy up to the agreed amount of the transaction from its Electric Resources, subject to the condition that, if FPL, in its sole judgment, determines that it can no longer continue the delivery of such energy due to operating conditions, FPL will notify the Buyer that FPL is terminating the transaction.

ARTICLE V

CURTAILMENTS AND INTERRUPTIONS

Section 5.1 - Interruptions: In the event and to the extent a Power and Energy transaction hereunder is interrupted in accordance with the commitment as agreed by the Parties' Operating Representatives for the specific transaction, the Buyer shall be obligated to make payment only for the amount of actual Power and Energy delivered up to the time of such interruption, unless otherwise mutually agreed. The Buyer's payment obligation will resume if and when the Parties resume the transaction.

Section 5.2 - Curtailments: In the event a Power and Energy transaction is curtailed in accordance with the commitment as agreed by the Parties' Operating Representatives for the specific transaction, the Parties may agree to continue the transaction at the curtailed level. During such period of curtailment, the Buyer shall be obligated to make payment only for the curtailed level of the Power and Energy transaction, unless otherwise mutually agreed.

Section 5.3 - Resumptions: In those instances in which a transaction has been interrupted or curtailed, the Parties may either agree on the specifics to resume the Power and Energy transaction, or terminate the remainder of the Power and Energy transaction. In the event the Parties agree to resume the Power and Energy transaction, the Buyer's subsequent payment obligation shall be based upon the level and amount of Power and Energy as agreed under this Section 5.3.

ARTICLE VI

BILLING AND PAYMENT

Section 6.1 - Presentation and Payment: Promptly after the first of each month, FPL shall submit a billing statement and invoice for the sales transactions and the respective amounts due under the terms of this Tariff for the preceding calendar month except those months in which no amounts are due. All such invoices shall be due and payable within fifteen (15) days from the date of mailing (as determined by postmark) unless otherwise mutually agreed in writing. Invoices not paid within fifteen (15) days from the date of mailing (or as otherwise mutually agreed in writing) shall be deemed delinquent and shall then accrue interest daily for each day delinquent at the rate provided for refunds under the FERC's regulations (18 CFR Section 35.19a) or any successor thereto. All remittances for payment shall be made by immediately available funds, unless otherwise agreed. Unless explicitly agreed in writing, payments due hereunder shall not be subject to any reduction by offset or otherwise.

Section 6.2 - Disputed Bill: In case any portion of any bill is in dispute, the full amount of the bill (including the amount in dispute) shall nevertheless be due and payable in accordance with Section 6.1. Payments made and designated "Paid Under Protest" shall be accompanied by the reason(s) therefor; however, in no circumstances may buyer simply withhold payment. The Buyer's payment of a bill (whether or not under protest) shall not affect any legal or equitable rights a Party may have to challenge the correctness of the bill within the time limitations established in Section 6.3 below. Upon final determination of the correct bill amount, any necessary billing adjustments shall be made within fifteen (15) days, together with interest from the date of payment of the bill, calculated at the rate provided under the FERC's regulations (18 CFR Section 35.19a) or any successor thereto.

Section 6.3 - Challenges to Bills: Either Party may challenge the correctness of any bill or billing

adjustment pursuant to this Tariff no later than twelve (12) months after the date payment of such bill or billing adjustment is due. If a Party does not challenge the correctness of a bill or billing adjustment within such twelve (12) month period, such bill or billing adjustment shall be binding upon that Party and shall not be subject to challenge. Any such challenge must be in writing. Where it is determined as a result of such challenge that an adjustment to a bill or billing adjustment is appropriate, such adjustment shall include interest accrued at the rate provided under the FERC's regulations (18 CFR Section 35.19a) or any successor thereto, and shall be made in the month following such determination.

ARTICLE VII

FORCE MAJEURE AND INDEMNIFICATION

Section 7.1 - Force Majeure: In the event that either of the Parties should be delayed in, or prevented from, performing or carrying out any of the agreements, covenants and obligations made by, and imposed by this Tariff upon, said Party by reason of or through a Force Majeure, then and in such case(s), both Parties shall be relieved of performance under this Tariff and neither Party shall be liable to the other Party for, or on account of, any loss, damage, injury or expense (including consequential damages and cost of replacement power) resulting from, or arising out of, any such delay or prevention from performing; provided, however, the excuse from performance will be of no greater scope and of no longer duration than is reasonably required by the Force Majeure, and the Party suffering such delay or prevention shall notify the other Party and use due and, in its judgment, practical diligence to remove the cause(s) thereof. Neither Party shall be required by the foregoing provisions to settle a strike affecting it except when, according to its own best judgment, such a settlement seems advisable. Nothing in this Section 7.1 shall excuse the payment

obligations incurred under this Tariff.

Section 7.2 - Indemnification: The Buyer shall at all times indemnify, defend, and save FPL harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from FPL's performance of its obligations under this Tariff on behalf of the Buyer, except in cases of gross negligence or intentional wrongdoing by FPL.

Section 7.3 - Consequential Damages: Notwithstanding any other provision of this Tariff, FPL (including its Affiliates) shall not be liable to the Buyer for any exemplary, indirect, punitive, consequential or incidental damages, which shall include, but not be limited to, loss of profits or revenues and costs of purchased or replacement power, under any claims arising under this Tariff.

Section 7.4 - No Liability for Interruption or Curtailment: FPL shall have no liability for, and Buyer hereby releases FPL from, any liability Buyer may incur as a result of the interruption or curtailment of Power and Energy service under this Tariff.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 - Regulatory Approval: The provisions of this Tariff are subject to the regulatory authority of the FERC. Upon execution FPL will file the Service Agreement under this Tariff with the FERC and the Buyer shall, upon FPL's request, support approval of the Service Agreement without modification or condition. All fees assessed by the FERC as they relate to the filing of the Service Agreement shall be the responsibility of FPL. The Buyer shall cooperate with FPL and provide information reasonably required by FPL to comply with the applicable filing requirements, and the Buyer shall not lend support to any party(ies) who oppose(s) the filing of the Service Agreement before the FERC. FPL may unilaterally make application to the FERC for a change in rates, terms and conditions of this Tariff and the Service Agreement under Sections 205 of the Federal Power Act and the regulations promulgated thereunder.

Section 8.2 - Waivers: Any waiver at any time by any Party of its rights with respect to the other Party or with respect to any matter arising in connection with this Tariff shall not be considered a waiver with respect to any other prior or subsequent default or matter.

Section 8.3 - Assignment: The Service Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns. Nothing in the Service Agreement, expressed or implied, is intended to confer upon any person other than FPL and the Buyer rights or remedies hereunder. All successors to and assigns of the Buyer shall be subject to the Creditworthiness provisions of Section 3.2 of the Tariff. The Service Agreement shall not be assignable or transferable in whole or in part by either Party without the written consent of the other Party, which consent(s) shall not be unreasonably withheld, except that such written consent(s) shall not be required (a) in the case of an assignment or transfer to a successor in the operation of the

assignor's or transferor's properties by reason of a merger, consolidation, sale or foreclosure, where substantially all such properties are acquired by such successor, or (b) in the case of an assignment or transfer of all or part of the assignor's or transferor's properties or interests to a wholly-owned subsidiary of the assignor or transferor or to another company in the same holding company as the assignor or transferor.

Section 8.4 - Notices: Any notice, demand or request required or authorized by this Tariff shall be deemed properly given if mailed postage prepaid to:

FLORIDA POWER & LIGHT COMPANY
P. O. Box 029100
Miami, FL 33102-9100
Attention: Manager of Wholesale Markets

or to such other person(s) as may be designated in writing from time to time by FPL.

Section 8.5 - Governing Law: This Tariff and each of its provisions, as well as the executed Service Agreement, shall be governed by the laws of the State of Florida.

Section 8.6 - Interconnection with Other Systems: Nothing contained in this Tariff shall restrict or limit either Party from establishing, altering or terminating interconnection points with any person not a party to this Tariff or amending or entering into agreements therefor.

Section 8.7 - Headings Not to Affect Meaning: The descriptive headings of the various sections and articles of this Tariff have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions hereof.

Section 8.8 - No Consent to Violation of Law: Nothing herein contained shall be construed to constitute consent or acquiescence by either Party to any action of the other Party which violates the laws of the United States as their provisions may be amended, supplemented or superseded, or

which violates any other law or regulation, or any order, judgment or decree of any court or governmental authority of competent jurisdiction.

Section 8.9 - Complete Agreement: This Tariff is intended as the exclusive integrated statement regarding service provided hereto. Parol or extrinsic evidence shall not be used to vary or contradict the express terms of this Tariff.

Section 8.10 - No Dedication of Facilities: Any undertaking or commitment by one Party to the other under any provision of this Tariff shall not constitute the dedication of the system or any portion thereof of any Party to the public or to the other Party.

Section 8.11 - Relationship of the Parties: Nothing contained in this Tariff shall be construed to create an association, joint venture, partnership or any other type of entity or relationship between FPL and the Buyer, or between either or both of them and any other party.

Section 8.12 - Third-Party Beneficiaries: A Service Agreement is intended solely for the benefit of the Parties to the Service Agreement, and nothing in this Tariff or the Service Agreement will be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party to the Service Agreement.

Section 8.13 - Tax Adjustment: There shall be added to the charges under this Tariff the applicable proportionate part of any new or increased taxes and assessments (except State or Federal income taxes), imposed by any governmental authority in addition to, or in excess of, those in effect as of the date of this Tariff which are assessed on the basis of meters or customers, or the price of, or revenue from, electric energy or service sold, or the quantity of energy purchased or generated for sale or sold. In the event FPL is required to pay, and pays, a "gross receipts tax" with respect to power and energy sold hereunder, FPL shall be fully reimbursed by the Buyer. Should any tax or assessment be imposed during the course of a transaction hereunder, the Buyer shall have the right

either to continue the transaction at a price which reflects the tax or assessment so imposed or to terminate the remainder of the transaction.

Section 8.14 - Prudent Utility Practice: The Parties shall discharge any and all obligations under this Tariff in accordance with Prudent Utility Practice.

ARTICLE IX

OPERATING REPRESENTATIVES

Section 9.1 - Operating Representatives: The Buyer and FPL shall each appoint an Operating Representative and so notify other Party. Such appointments may be changed at any time. The Operating Representatives shall represent the Parties in all matters relating to the administration of this Tariff. The duties of the Operating Representatives shall include agreeing upon any methods and procedures for implementing transactions under this Tariff. Either Party's Operating Representative may require that such methods and procedures be evidenced in writing.

Section 9.2 - Dispute Resolution: In the event a dispute arises between the Parties concerning the operation or interpretation of this Tariff, the Parties' Operating Representatives shall attempt to resolve the matter. In the event the Operating Representatives are unable to resolve the matter after a reasonable time period (not to exceed sixty days), the matter shall be referred to the Parties' principals for resolution. Nothing in this paragraph shall be interpreted to restrict or limit a Party's rights to pursue all remedies available at law or at equity.

**TARIFF NO. 1
FOR SALES OF POWER AND ENERGY
BY
FLORIDA POWER & LIGHT COMPANY**

Any notice, demand or request required or authorized by this Service Agreement shall be deemed properly given if mailed postage prepaid to, in the case of FPL:

FLORIDA POWER & LIGHT COMPANY
P. O. Box 029100
Miami, FL 33102-9100
Attention: Manager of Wholesale Markets

and in the case of Buyer:

or to such other person(s) as may be designated in writing from time to time by the recipient Party.

The Tariff is incorporated herein and made a part hereof. This Service Agreement and Tariff may be amended unilaterally by FPL from time to time pursuant to Section 205 of the Federal Power Act as Provided in Section 8.1 of the Tariff. This Service Agreement takes effect on the date permitted by the FERC.

The Buyer's representative responsible for receiving the bill associated with the charges computed in accordance with the Tariff is:

This Service Agreement is intended as the exclusive integrated statement of the Parties' agreement regarding service provided hereunder. Parol or extrinsic evidence shall not be used to vary or contradict the express terms of this Service Agreement or the Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials as of the date first above written.

FLORIDA POWER & LIGHT COMPANY

By: _____

BUYER

By: _____

Re: Docket No. 20190132-EI - Petition for authority for approval of non-firm energy pilot program and tariff by Florida Public Utilities Company.

Exhibit D

FPUC Corrected Tariff for the Non-Firm Energy Program

(clean/legislative)

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NON-FIRM ENERGY PROGRAM NFEP-EXP (EXPERIMENTAL)

Availability

Available within the territory served by the Company in Jackson, Calhoun, and Liberty Counties and on Amelia Island in Nassau County. This service is limited to a maximum of 3 Customers. The Rate Schedule shall expire on December 31, 2020.

Applicability

Applicable to Customers eligible for Rate Schedule GSLD or GSLDI which are self-generators with dispatchable generation and who have executed a Special Contract approved by the Commission. Eligible Customers would nominate, in accordance with the procedures outlined below, an amount of electric load they commit to purchase that is above and in addition to the Customer's established baseline. Non-Firm (NF) Energy nominations must be made in 1,000 KW increments and is currently limited to a minimum of 2,000 kW and maximum of 15,000 kW. The Customer is not obligated to nominate NF Energy for any specific period but must nominate a minimum of 15,000 MWh per year.

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

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

Monthly Rate

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

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

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

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

(Continued on Sheet No. 66.2)

NON-FIRM ENERGY PROGRAM NFEP-EXP (EXPERIMENTAL)

(Continued From Sheet No. 66.1)

Monthly Rate

NF Energy Charge:

Amount as offered and accepted for each nomination

Monthly NF Demand

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

Minimum Monthly Bill

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

Term of Service

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

Nomination and Acceptance Procedure

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

Nomination Recall Provisions:

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

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