

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of Florida Power) DOCKET NO. 881106-EI
and Light Company for approval) ORDER NO. PSC-92-0687-FOF-EI
of interruptible rates.) ISSUED: 7/21/92
_____)

The following Commissioners participated in the disposition of this matter:

THOMAS M. BEARD, Chairman
SUSAN F. CLARK
J. TERRY DEASON
BETTY EASLEY
LUIS J. LAUREDO

ORDER CONDITIONALLY APPROVING INTERRUPTIBLE RATES

BY THE COMMISSION:

FPL filed a permanent Interruptible Standby and Supplemental Service rate schedule (ISST) and Agreement on December 20, 1991, in response to Order No. 25341. The company's petition requested that we eliminate the interim Interruptible Service rate schedule (IST) and revise the Commercial/Industrial Load Control Program rate schedule (CILC) and agreement. Under FPL's plan, IST customers would take service on the CILC rate schedule. FPL has requested that the Commercial/Industrial Load Control (CILC) conservation program be modified to include ISST customers so that all costs incurred with providing interruptible service would be recovered through the Energy Conservation Cost Recovery Clause (ECCR).

In its petition FPL has also requested modification of its CILC Program to extend eligibility to customers allowing control of 200 to 499 KW of load. FPL states that the rates for this group of customers have been set at levels which ensure these customers the same level of incentive that 500 to 1999 KW customers receive.

The company has made the following substantive changes in the terms and conditions of service on the CILC and ISST rate schedules and agreements.

(a) Less than fifteen control periods a year are expected with a maximum of twenty-five a year except for an emergency;

(b) Advance notice of at least one hour and typically of four hours will be provided; in the event of an emergency only fifteen minutes of notice will be given;

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

(c) Absent an emergency, a single load control period will be limited to a maximum of six hours;

(d) The requirement of periodic equipment tests to ensure that a customer's load is capable of being controlled will occur on mutually agreeable dates and times and will be fulfilled by a successful control period within the past twelve months;

(e) The addition of a provision for excusing rebilling and penalty charges if the reason a customer exceeds its firm demand is

- (i) an event of Force Majeure,
- (ii) maintenance of a customer's generator which has been scheduled at least 24 hours in advance at a mutually agreed upon date and time,
- (iii) the addition of firm load to a customer's facility that was not previously nonfirm load, and
- (iv) contemporaneous events affecting state or national security or space launch operations;

(f) The provision for a customer's being rebilled under the otherwise applicable firm rate schedule as a result of termination of service on CILC or ISST has been expanded to excuse full or partial rebilling

(i) if any other customer(s) is (are) available who elect(s), has (have) equipment installed, and is (are) available to perform load control with equivalent or greater demand reduction capability than the departing non-firm customer, and FPL has met the megawatt reduction commitment in its generation expansion plan(s), and to excuse all rebilling,

(ii) if it has been shown, to the satisfaction of FPL, that the customer's transfer to firm service has a beneficial impact upon the cost-effectiveness of the CILC Program or is otherwise in the best interests of the customer, FPL and FPL's other ratepayers, or

(iii) if Rule 25-6.0438, F.A.C., requires the customer to transfer to another retail rate schedule.

(g) The addition of a Continuity of Service Provision which gives CILC and ISST customers the option of paying for purchased power if it is available in lieu of load control.

(h) The CILC on-peak and off-peak energy charges for transmission service have been set equal to the ISST energy charges, resulting in a 15 percent reduction in the CILC on-peak energy charge.

The company has made further revisions in its proposed rate schedules and related agreements as reflected in Attachment 1.

The company has also provided a description of a CILC Performance Measurement (Attachment 2). This sheet outlines how FPL is to manage the provision for "Exceptions to Charges for Exceeding Firm Demand" in rate schedules CILC and ISST so that no more than fifteen percent of the load reduction attributable to the CILC program is unavailable for control due to the listed exceptions. Under this plan FPL will be unable to recover a portion of the CILC program incentive paid during the six-month cost recovery period equal to the percentage of unavailable load, i.e., load granted exceptions to the rebilling charges, in excess of fifteen percent of the load reduction attributable to the program. The methodology for calculating the average unavailable load and the unrecoverable portion of the CILC incentive, if any, during the ECCR period is outlined in the CILC Performance Measurement.

Because FPL is requesting a modification of its CILC conservation program to include interruptible service (ISST), to extend eligibility to customers allowing control of 200 to 499 KW of load, and to provide for a greater financial incentive for participants, we asked the company for a cost-effectiveness analysis for its revised program pursuant to Chapter 25-17.008(1). The company provided the cost-effectiveness analysis which it had submitted to us in February 1990 in support of its CILC program and interruptible rates and had resubmitted slightly revised in June 1990 in support of its filing for a revised Conservation Plan in Docket No. 900091-EG. This analysis showed a benefit-to-cost ratio of approximately 1.51.

We believe there are several errors in FPL's cost-effectiveness calculation. First, the expected or estimated reduction in coincident peak demand (12 CP KW) is based on the load research data for all general service large demand and curtailable service customers, not for the current program participants. The company assumed that customers from the curtailable and general

service large demand rate classes (CS-1, CS-2, CS-3, GSLD-1, GSLD-2 and GSLD-3) would participate in the program proportional to each classes' contribution to the 1987 12 CP KW. This means that the company assumed that the 12 CP KW demands of former GSLD-3 and CS-3 (transmission voltage customers) would be approximately 11.8 percent of the current 12 CP KW for program participants. Actual data for the most recent twelve-month period for which data was available in March showed that the 12 CP KW for former GSLD-3 and CS-3 CILC program participants was 68.6 percent of the 12 CP KW of all CILC program participants, including interruptible service customers. An analysis of the actual incentive paid during this time period shows that the effective credit per CP KW is higher for the former GSLD-3 and CS-3 customers than for the other program participants. Furthermore, a comparison of the data in the company's response to Interrogatory No. 22 of Staff's First Set shows that other load data for the program participants is different from that assumed by the company.

We also disagree with FPL's definition of the program cost for the incentive received by the customer for participation in the program. The incentive should be the difference between what the customer would pay on the otherwise applicable firm rate and the CILC or ISST rate schedule. The company has not included the curtailment credits in the calculation of the incentive. CILC load provides all the benefits provided by curtailable load as well as additional benefits. To not include the curtailable credits as part of the customer incentive program cost is to double count the benefits. FPL recognized this principle in its filing of its CILC trial project. The company offered the CILC credit only to customers paying firm GSLD/GSLDT rates--curtailable service customers could not get the current curtailment credit plus the CILC credit and had to transfer to the firm rate to get the CILC credit. Also, in its cost-effectiveness analysis for the trial project, the company used the full CILC credit. It did not subtract the curtailment credit from the CILC credit in the calculation of the customer incentive program cost.

Our staff asked the company to run the cost-effectiveness analysis using a revenue stream for incentives based on the actual level of incentives paid to the CILC and interruptible service customers per average 12 CP KW load available for reduction during the twelve-month period December 1990 through November 1991 and the penetration rate assumed by the FPL in its analysis. The curtailable credit for former CS customers was included in the revenue stream. The benefit-to-cost ratio for this analysis was approximately 1.21.

Our primary concern with the proposed revisions in the rate schedules and agreements is the provision for not applying the rebilling and penalty charges if the contracted "Firm Demand" is exceeded during control periods when purchased power is not available due to one of the four exceptions listed in the provision. We are particularly concerned about the rebilling and penalty exceptions for prearranged maintenance of a customer's generation equipment and Force Majeure. Because of these exceptions, CILC and ISST customers could conceivably have their nonfirm load served without paying a penalty while some load of firm customers is interrupted. Staff believes that at least one of these exceptions, the exception for prearranged maintenance of a customer's generation equipment, could result in CILC resembling firm service at greatly discounted rates.

The company has proposed that it not recover the portion of the CILC incentives paid during the six-month ECCR period equal to the percentage of unavailable load in excess of fifteen percent of the load reduction attributable to the CILC program. (For a description of how the amount of the unrecoverable incentive would be calculated see the CILC Performance Measurement, Attachment 2.) The company has calculated that, if an average of fifteen percent of the nonfirm 12 CP KW of the program participants is not interrupted during each control period due to any of the four exceptions, the benefit-to-cost ratio is 1.02. This benefit-to-cost ratio was revised to reflect the actual level of nonincentive program costs that have already been recovered through ECCR and a lower level of incentives in 1991 and 1992 because the company has not achieved the level of demand reduction assumed in its benefit-cost calculations.

Under the worst case scenario, within which the company would grant exceptions averaging fifteen percent of the average nonfirm 12 CP KW of program participants, the benefit-to-cost ratio for the program is 1.02. The company has agreed to not recover the portion of incentives equal to the percentage of exceptions exceeding fifteen percent. We therefore approve the program modifications and revised rate schedules and agreements. Our approval shall be subject to the following conditions designed to allow us to monitor the special provisions which are critical to the cost-effectiveness of the program and in preventing double recovery of CS credits:

- (1) As required by Order No. 18259 at pages 4 and 5, \$1.70 per KW of load control credit or discount for former CS customers should not be recovered through

FPL's Energy Conservation Cost Recovery Clause (ECCR) until the conclusion of the company's next rate case because it is being recovered through the base rates of all classes.

- (2) The company should not be allowed to recover the difference between firm and nonfirm rates for IST and ISST customers and any other costs incurred to serve these customers prior to Commission approval of the consolidation of interruptible service with the CILC conservation program requested in FPL's petition.
- (3) The company should file a calculation of the average unavailable load and the unrecoverable portion of the CILC incentive, if any, as outlined in the CILC Performance Measurement with their true-up filings (CT schedules) every six months in the energy conservation cost recovery docket. Information on the reason for granting an exception to charges for exceeding firm demand and the amount of load involved should be included for each customer granted an exception and for each occurrence in the six-month interval. If the average unavailable load due to exceptions exceeds fifteen percent of the load reduction attributable to the CILC program in the six-month interval, the company should not be able to recover the portion of the CILC incentive paid during the period equal to the percentage of unavailable load in excess of fifteen percent of the load reduction.
- (4) The company should file reports every six months in conjunction with its ECCR filings on any load that is transferred from load control to firm demand or firm or curtailable service.

The revised CILC and ISST rate schedules and agreements shall become effective, and the IST rate schedule and related agreement shall be eliminated, as of July 30, 1992.

FPL's motion for permission to withdraw two requests for relief regarding notice of termination and closures of FPL's CILC and ISST rate schedules and the related agreements is granted.

It is therefore

ORDERED by the Florida Public Service Commission that the revised rate schedules for Commercial/Industrial Load Control (CILC) submitted by Florida Power and Light Company are hereby granted, subject to the conditions set forth in the body of this order. It is further

ORDERED that the revised rate schedules for Interruptible Standby and Supplemental Service (ISST) submitted Florida Power and Light Company are hereby granted subject to the conditions set forth in the body of this order. It is further

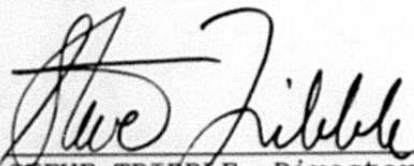
ORDERED that the Florida Power and Light Company's existing Interruptible Service (IST) rate schedules are hereby eliminated. It is further

ORDERED that the Commercial/Industrial Load Control (CILC) program of Florida Power and Light Company is hereby modified to include Interruptible Standby and Supplemental Service (ISST) and to extend customer eligibility to the program, subject to the conditions set forth in the body of this order. It is further

ORDERED that the revised Commercial/Industrial Load Control (CILC), and the Interruptible Standby and Supplemental Service (ISST) rate schedules shall become effective, and the Interruptible Service (IST) rate schedule shall be eliminated, as of July 30, 1992. It is further

ORDERED that this Order shall become final and this docket shall be closed unless an appropriate petition for formal proceeding is received by the Division of Records and Reporting, 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on the date indicated in the Notice of Further Proceedings or Judicial Review.

By ORDER of the Florida Public Service Commission, this 21st day of July, 1992.



STEVE TRIBBLE, Director
Division of Records and Reporting

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the action proposed files a petition for a formal proceeding, as provided by Rule 25-22.036(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a)(d) and (e), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting at his office at 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on August 11, 1992.

In the absence of such a petition, this order shall become final on the day subsequent to the above date.

Any objection or protest filed in this docket before the issuance date of this Order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this Order becomes final on the date described above, any party adversely affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the date this Order becomes final, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

ORDER NO. PSC-92-0687-FOF-EI
 DOCKET NO. 881106-EI
 PAGE 9

ATTACHMENT 1

June 11, 1992
 8.650-8.656 Leg
 Page 1

COMMERCIAL/INDUSTRIAL LOAD CONTROL PROGRAM
 (OPTIONAL)

RATE SCHEDULE: CILC-1

AVAILABLE:

In all territory served. Available to any commercial or industrial customer to which the load control provisions of this schedule can feasibly be applied, through the execution of a Commercial/Industrial Load Control Program Agreement with the Company.

LIMITATION OF AVAILABILITY:

The availability of this schedule to Customers who have not yet signed a Commercial/Industrial Load Control Program Agreement may be restricted from time to time.

This schedule may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination. Until such determination is made, there shall be a maximum of 250 MW of interruptible or controlled load under this schedule or any other interruptible rate schedule. The priority of allocating the 250 MW to Customers will be based upon the execution date of each individual Customer's Commercial/Industrial Load Control Program Agreement or Interruptible/Firm Service Agreement.

APPLICATION:

For electric service provided to any commercial or industrial customer as a part of the Commercial/Industrial Load Control Program Agreement between the Customer and the Company, who agrees to allow the Company to control at least 500,000 kw of the Customer's load. A Customer shall enter into a "Commercial/Industrial Load Control Program Agreement" with the Company for service under this schedule. This controlled load shall not be served on a firm service basis until service has been terminated under this rate schedule.

SERVICE:

Three phase, 60 hertz at any available standard voltage.

A designated portion of the Customer's load served under this schedule is subject to control by the Company. Transformation Rider-TR, where applicable, shall only apply to the Customer's Maximum Demand for delivery voltage below 69 kv. Standby Service is not provided hereunder. Resale of service is not permitted hereunder.

MONTHLY RATE:

Delivery Voltage Level:	Distribution below 69 kv		Transmission
	200-499 kw	500 kw & above	69 kv & above
Maximum Demand Level:			
Customer Charge:	\$ 600.00	\$ 600.00	\$ 3,200.00
Demand Charge:			
per kw of Maximum Demand in excess of 10 kw	\$ 2.43	-	-
per kw of Maximum Demand	-	\$ 2.43	None
per kw of Load Control On-Peak Demand	\$ 1.16	\$ 1.16	\$ 1.15
per kw of Firm On-Peak Demand in excess of 10 kw	\$ 5.85	-	-
per kw of Firm On-Peak Demand	-	\$ 5.85	\$ 6.25
Energy Charge:			
On-Peak Period:			
Non-fuel charge per kwh			0.942g
Off-Peak Period:	1.448g	1.133e	1.082e
Non-fuel charge per kwh	1.448g	1.133e	0.942g
			0.040e

ORDER NO. PSC-92-0687-FOF-EI
DOCKET NO. 881106-EI
PAGE 10

June 11, 1992
8.650-8.656 Leg
Page 2

Minimum: The Customer Charge plus the charge for the Maximum Demand Charge.

Fuel Charge	See Sheet No. 8.830	See IST-1(D)	See IST-1(4)
Tax Clause	See Sheet No. 8.840		
Conservation Charge	See Sheet No. 8.860		
Capacity Payment Charge	See Sheet No. 8.870		
Oil Backout Charge	See Sheet No. 8.880		
Franchise Fee	See Sheet No. 8.890		

LOAD CONTROL:

Control Condition:

The Customer's controllable load served under this rate schedule is subject to control when such control alleviates any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combustion turbines above the continuous rated output, which may overstress the generators. These conditions will typically result in less than fifteen (15) control periods per year, will typically allow advance notice of four (4) hours or more prior to a control period and will typically result in control periods of four (4) hours' duration. The operating limits under this tariff are described below.

Frequency: The frequency of control will not exceed twenty-five (25) control periods per year.

Notice: Although the Company is not required to provide notice to a Customer prior to controlling the Customer's controllable load, it is the Company's intent to provide up to 4 hours advance notice where conditions permit. The Company will provide one (1) hour's advance notice or more to a Customer prior to controlling the Customer's controllable load. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of providing no notice or less than 4 hour notice.

Duration: Although the Company is not limited in the duration of a single period of load control, it is expected that any load control duration will not exceed 6 hours. The duration of a single period of load control will not exceed six (6) hours.

In the event of an emergency, such as a Generating Capacity Emergency (see Definitions) or a major disturbance, greater frequency, less notice, or longer duration than listed above may occur. If such an emergency develops, the Customer will be given 15 minutes' notice. Less than 15 minutes' notice may only be given in the event that failure to do so would result in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of providing no notice or less than one (1) hour's notice.

Customer Responsibility:

The Company may will control the controllable portion of the Customer's service from time to time for a one-hour period, once per year at a mutually agreeable time and date for testing purposes. Testing purposes include the testing of the load control equipment and the ability of the Customer to perform to ensure that the load is able to be controlled within the agreed specifications. There will be at least one load control period during each calendar year. If the Customer's load has been successfully controlled during the previous 12 months, this test obligation will have been met.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically control the Customer's load, as specified in the Commercial/Industrial Load Control Program Agreement.

ORDER NO. PSC-92-0687-FOF-EI
DOCKET NO. 881106-EI
PAGE 11

June 11, 1992
8.650-8.656 Leg
Page 3

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

DEMAND:

Demand is the kw to the nearest whole kw, as determined from the Company's metering equipment, for a 30-minute period as adjusted for power factor.

FIRM ON-PEAK DEMAND:

The Customer's monthly Firm On-Peak Demand shall be the lesser of the "Firm Demand" level specified in the Customer's Commercial/Industrial Load Control Program Agreement with the Company, or the Customer's highest on-peak demand during the month. The level of "Firm Demand" specified in the Customer's Commercial/Industrial Load Control Program Agreement shall not be exceeded during the periods when the Company is controlling the Customer's load.

LOAD CONTROL ON-PEAK DEMAND:

Load Control On-Peak Demand shall be the Customer's highest demand for the designated on-peak periods during the month less the Customer's "Firm Demand".

MAXIMUM DEMAND:

Maximum Demand shall be the greater of the current month's demand whenever it occurs or the highest demand for the prior twenty-three (23) months.

LOAD CONTROL PERIOD:

All hours established by the Company during a monthly billing period in which the Customer's load is controlled;

1. the Customer's load is controlled, or
2. the Customer elects billed pursuant to the Continuity of Service Provision.

EXCEPTIONS TO CHARGES FOR EXCEEDING FIRM DEMAND:

If the Customer exceeds the "Firm Demand" during a period when the Company is controlling load due to:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company to have been beyond the Customer's control, or
2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreed to by the Company and the Customer (See Special Provisions), or

ORDER NO. PSC-92-0687-FOF-EI
DOCKET NO. 881106-EI
PAGE 12

June 11, 1992
8.650-8.656 Leg
Page 4

3. adding firm load that was not previously non-firm load to their facility, or
4. an event affecting state or national security and space launch operations within five (5) days prior to an impending launch,

then the Customer will not be required to pay the Charges for Exceeding Firm Demand during the period of such exceptions, but will be billed pursuant to the Continuity of Service Provision.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

CHARGES FOR EXCEEDING FIRM DEMAND:

If the Customer's demand during a Load Control Period exceeds the "Firm Demand" level specified in the Customer's Commercial/Industrial Load Control Program Agreement with the Company, which is not subsequently adjusted in accordance with paragraph 7 of the agreement, the Customer will be:

- 1) Billed the difference between the Firm On-Peak Demand Charge and the Load Control On-Peak Demand Charge for the excess kw for the prior sixty (60) months or the number of months the Customer has been billed under the rate schedule, whichever is less, and
- 2) Billed a penalty charge per kw of excess kw for each month of rebilling of \$1.00.

Excess kw for rebilling and penalty charges is determined by taking the difference between the maximum demand during the Load Control Period and the Customer's "Firm Demand".

If the Customer exceeds the "Firm Demand" during a period when the Company is controlling load for any reason other than those specified in Exceptions to Charges for Exceeding Firm Demand, then the Customer will be:

1. billed the difference between the Firm On-Peak Demand Charge and the Load Control On-Peak Demand Charge for the excess kw for the prior sixty (60) months or the number of months the Customer has been billed under the rate schedule, whichever is less, and
2. billed a penalty charge of \$1.00 per kw of excess kw for each month of rebilling.

Excess kw for rebilling and penalty charges is determined by taking the difference between the maximum demand during the Load Control Period and the Customer's "Firm Demand". The Customer will not be rebilled or penalized twice for the same excess kw in the calculation described above.

TERM OF SERVICE:

Service under this rate schedule shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years (5) prior to termination.

Transfers, with less than five (5) years' written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other ratepayers/customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously controlled Load Control On-Peak Demand and to take interruptible standby service from the Company, the Customer may terminate the Commercial/Industrial Load Control Program Agreement by giving at least thirty (30) days' advance written notice to the Company.

The Company may terminate service under this rate schedule at any time for the Customer's failure to comply with the terms and conditions of this rate schedule or the Commercial/Industrial Load Control Program Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this rate schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this rate schedule and bill the Customer under the otherwise applicable firm service rate schedule.

CHARGES FOR TRANSFERRING TO FIRM DEMAND OR TO FIRM OR CURTAILABLE SERVICE:

In the event that:

- a) service is terminated by the Company for any reason(s) ~~enumerated under TERM OF SERVICE, as specified in this section, or~~
- b) the Customer transfers the controllable portion of the Customer's load to "Firm Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice, or
- c) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service "Firm Demand" or a curtailable service rate schedule, or under this schedule with a shift from non-firm load to firm service,
 - i) at a different location in the Company's service area, or
 - ii) under a different name or different ownership, or
 - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice,

then the Customer will be:

1. rebilled under the otherwise applicable firm or curtailable service rate schedule for the shorter of (a) the most recent prior sixty (60) months during which the Customer was billed for service under this rate schedule, or (b) the number of months the Customer has been billed under this rate schedule, and
2. billed a penalty charge of \$1.00 per kW times the number of months rebilled in No. 1 above times the highest Load Control On-Peak Demand occurring during the current month or the prior twenty-three (23) months.

The Customer will not be rebilled under these provisions if (A) it has been shown that such transfer of service is in the best interests of the Customer, the Company and the Company's other ratepayers, or (B) the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25.6.0112, F.A.C., or (C) the termination of service under this rate schedule is the result of either the Customer's ceasing operations at its facility (without continuing operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously controlled Load Control On-Peak Demand and to take interruptible standby service from the Company.

Except as noted below:

If service under this schedule is terminated by the Customer for any reason, the Customer will not be rebilled as specified in paragraphs 1. and 2 above if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's CILC program is in the best interests of the Customer, the Company, and the Company's other customers, or
- b. the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25-6.0438, F.A.C., or
- c. the termination of service under this rate schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area) or a decision by the Customer to cogenerate to serve all of the previously controlled Load Control On-Peak Demand and to take interruptible standby service from the Company, or
- d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agrees to take service under this schedule and the MW demand reduction commitment to the Company's Generating Expansion Plan has been met and the new replacement Customer(s) has(have) the equipment installed and is(are) available to perform load control.

In the event the Customer pays the penalty charges because no replacement Customer(s) is(are) available as specified in paragraph d. above, but the replacement Customer(s) does(do) become available within 12 months from the date of termination of service under this schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any load control periods which may occur before the replacement Customer(s) became available.

SPECIAL PROVISIONS:

1. Control of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment.
2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned load control equipment.
3. It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.
4. The Company is not required to install load control equipment if the installation cannot be economically justified.
5. Billing under this schedule will commence after the installation, inspection and successful testing of the load control equipment.
6. Maintenance of generation equipment necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

CONTINUITY OF SERVICE PROVISION

In order to minimize the frequency and duration of interruptions requested under this rate schedule, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions may be requested. Any non-firm customers so electing to receive capacity and/or energy which enable(s) the Company to continue service to the Customer's non-firm loads during these periods will be subject to the additional charges set forth below.

ORDER NO. PSC-92-0687-FOF-EI
DOCKET NO. 881106-EI
PAGE 15

June 11, 1992
8.650-8.656 Leg
Page 7

In the event a Customer elects not to have its non-firm load interrupted pursuant to this Schedule, the Customer shall pay, in addition to the normal charges provided hereunder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class fuel charge for the period during which the load would otherwise have been controlled (see Sheet No. 8.830). This incremental charge shall apply to the non-firm customer for all consumption above the Customer's Firm Demand during the time in which the non-firm load would otherwise have been controlled. If, for any reason during such period, this capacity and/or energy is (are) no longer available or cannot be accommodated by the Company's system, the terms of this Special Provision will cease to apply and interruptions will be required for the remainder of such period.

Any customer served under this rate schedule may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Commercial/Industrial Load Control Program Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including holidays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with regard to this Continuity of Service Provision.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

DEFINITIONS:

Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

Force Majeure:

Force Majeure for the purposes of this schedule means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by Federal, State, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

April 30, 1992
9.490-9.492 Leg
Page 1

COMMERCIAL/INDUSTRIAL LOAD CONTROL PROGRAM AGREEMENT

This Agreement is made this ____ day of _____, 19____, by and between _____ (hereinafter called the "Customer"), located at _____ in _____ Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida, (hereinafter called the "Company").

WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Commercial/Industrial Load Control Program Schedule CILC-1 (hereinafter called "Schedule CILC-1") as currently approved or as may be modified from time to time by the Florida Public Service Commission (hereinafter called the "Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Schedule CILC-1, both parties intend to refer to Schedule CILC-1 as it may be modified from time to time. A copy of the Company's presently approved Schedule CILC-1 is attached hereto as Exhibit A and hereby made an integral part of this Agreement.
2. To establish the initial qualification for service under Schedule CILC-1, the Customer must have had ~~an on-peak~~ maximum demand during the previous twelve months of ~~400,000~~ kw greater than the "Firm Demand" level specified in paragraph 7 below.
3. Service under Schedule CILC-1 will be subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Service - Terms and Conditions, or any other Commission determination. The Company and the Customer agree that Schedule CILC-1 may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions, or any other Commission determination.
4. Prior to the Customer's receipt of service under Schedule CILC-1 the Customer must provide the Company access to inspect any and all of the Customer's load control equipment, and must also have received approval from the Company that said equipment is satisfactory to effect control of the Customer's load. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the equipment. The Customer shall be responsible for maintaining the Customer's load control equipment and shall provide the Company access at any reasonable time to inspect the condition of the equipment for purposes of determining whether the load control equipment is satisfactory to effect control of the Customer's controllable load. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and are not to be relied upon by the Customer for, determining whether the load control equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.
45. The Customer agrees to perform the necessary changes, ~~by the end of the calendar year~~ by (date) _____ to allow control of a portion of the Customer's load. Schedule CILC-1 cannot apply earlier than this ~~designated calendar year~~ date unless agreed to by the Company.

Should the Customer fail to complete the above work by the ~~calendar year designated above~~ specified date, or should the Customer fail to begin taking service under Schedule CILC-1 during that year, this Agreement shall become null and void unless otherwise agreed by the Company. In order to receive service under Schedule CILC-1, it shall be necessary for the Customer to execute a new Agreement, which will again make the availability of service subject to the "Limitation of Availability" in Schedule CILC-1.
46. Upon completion of the installation of the load control equipment, a test of this equipment will be conducted at a time and date mutually agreeable to the Company and the Customer. The test will consist of a period of load control of not less than one hour. Effective upon the completion of the testing of the load control equipment, the Customer will agree to a "Firm Demand". Service under Schedule CILC-1 cannot commence prior to the installation of load control equipment and the successful completion of the test.

April 17, 1992
9:49:52 L&E
Page 2

6. The Customer estimates and the Company agree to use an initial level of constant service of _____ kw for the Company's purpose of evaluating the maximum level of controllable load identified in "Transmission Availability" in Schedule CILC-1. This initial level shall not exceed the maximum demand during the previous 12-month period for existing customers.
7. The Customer agrees to a "Firm Demand" level of _____ kw during the periods when the Company is controlling the Customer's service. This "Firm Demand" level shall not be exceeded during a period of load control periods when the Company is controlling load. Upon mutual agreement of the Company and the Customer, the Customer's Firm Demand may subsequently be raised or lowered, as long as the change in the "Firm Demand" level is not a result of a transfer of load from the controllable portion of the Customer's load. Service under this Schedule CILC-1 shall be subject to determinations made under Commission Rule 25.60418, F.C.C. Non-Firm Service - Terms and Conditions or any other Commission determination. The Customer shall notify the Company upon adding firm load.
8. In order to minimize the frequency and duration of interruptions under the CILC Program, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Schedule CILC-1. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage in other words, the Company is not obligated to account for or otherwise reflect in its generation and transmission planning and construction the possibility of providing capacity and/or energy under the Continuity of Service Provision. Customers receiving service under Schedule CILC-1 may elect to continue taking service under the Continuity of Service Provision and it will be provided only if such capacity and/or energy can be obtained by the Company and can be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to other firm Customers. The Customer elects / does not elect to continue taking service under the Continuity of Service Provision. The Customer may countermand the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Schedule CILC-1. The Company's obligations under this paragraph 2 are subject to the terms and conditions specifically set forth in Schedule CILC-1.
9. The Customer agrees to be responsible for the determination that all electrical equipment to be controlled is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.
10. If the Customer no longer wishes to receive any type of electric service from the Company, the Customer may terminate this Agreement by giving thirty (30) days' advance written notice to the Company.
11. The Company may terminate this Agreement at any time if the Customer fails to comply with the terms and conditions of Schedule CILC-1 or this Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Agreement's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under the Schedule CILC-1, and bill the Customer under the otherwise applicable firm service rate schedule and signy the rebilling and penalty provisions enumerated under TERM OF SERVICE in Schedule CILC-1.
12. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of control of electric service pursuant to the terms of Schedule CILC-1 by remote control or otherwise.
13. This Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) of this Agreement must be approved, in writing, by the Company and approved by the Commission.
14. This Agreement may not be assigned by the Customer without the prior written consent of the Company.

ORDER NO. PSC-92-0687-FOF-EI
DOCKET NO. 881106-EI
PAGE 18

April 17, 1992
9.490-9.492 Leg
Page 3

15. This Agreement is subject to the Company's 'General Rules and Regulations for Electric Service' and the Rules of the Commission.

IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be duly executed as of the day and year first above written.

Witnesses:

Witnesses:

CUSTOMER

Company: _____

Signed: _____

Name: _____

Title: _____

FLORIDA POWER & LIGHT COMPANY

Signed: _____

Name: _____

Title: _____

ORDER NO. PSC-92-0687-FOF-EI
 DOCKET NO. 881106-EI
 PAGE 19

June 11, 1992
 8.760-8.763 Leg
 Page 1

INTERIM
INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE
 (OPTIONAL)

RATE SCHEDULE: ISST-1

AVAILABLE:

In all territory served by the Company. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

LIMITATION OF AVAILABILITY:

The availability of this schedule to Customers who have not yet signed an Interruptible Standby and Supplemental Service Agreement may be restricted from time to time.

This schedule may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

A Customer who is eligible to receive service under the Standby and Supplemental Service (SST-1) rate schedule may, as an option, take service under this rate schedule.

Customers taking service under this rate schedule shall enter into an Interruptible Standby and Supplemental Service Agreement ("Agreement"). This interruptible load shall not be served on a firm service basis until service has been terminated under this rate schedule.

SERVICE:

Three phase, 60 hertz, and at the available standard voltage.

All Customer's designated portion of the Customer's load served under this schedule, both Standby and Supplemental, is subject to interruption by the Company and shall be separately metered from the non-interruptible, or firm, portion of the Customer's load. Transformation Rider-TR, where applicable, shall only apply to the Customer's Contract Standby Demand for delivery voltage below 69 kv. Resale of service is not permitted hereunder.

MONTHLY RATE:

STANDBY SERVICE

Delivery Voltage:	<u>Distribution Below 69 kv</u>	<u>Transmission 69 kv & Above</u>
Customer Charge:	\$ 625.00	\$3,225.00
Demand Charge:		
Distribution Demand Charge per kw of Contract Standby Demand	\$ 2.43	none
Reservation Demand Charge per kw of Interruptible Standby Demand	\$ 0.16	\$ 0.15
Reservation Demand Charge per kw of Firm Standby Demand	\$ 0.79	\$ 0.76
Daily Demand Charge per kw for each daily maximum interruptible On-Peak Interruptible Standby Demand	\$ 0.07	\$ 0.07
Daily Demand Charge per kw for each daily maximum On-Peak Firm Standby Demand	\$ 0.37	\$ 0.36
Energy Charge:		
On-Peak Period Non-fuel charge per kwh	1.166e	.942e
Off-Peak Period Non-fuel charge per kwh	1.166e	.942e

(Continued on Sheet No. 8.761)

(Continued from Sheet No. 8.760)

The Demand Charge for Standby Service shall be (1) the charge for Distribution Demand plus (2) the greater of the sum of the Daily Demand Charges or the Reservation Demand Charge times the maximum On-Peak Standby Demand actually registered during the month plus (3) the Reservation Demand Charge times the difference between the Contract Standby Demand and the maximum On-Peak Standby Demand actually registered during the month.

DEMAND CALCULATION:

The Demand Charge for Standby Service shall be:

- Distribution - (1) the charge for Distribution Demand PLUS
- Firm Service - (2) a) the greater of the sum of the Daily Firm Standby Demand Charges OR the Reservation Firm Standby Demand Charge times the maximum On-Peak Firm Standby Demand actually registered during the month PLUS
- b) the Reservation Firm Standby Demand Charge times the difference between the Contract Firm Standby Demand and the maximum On-Peak Firm Standby Demand actually registered during the month PLUS
- Interruptible Service - (3) a) the greater of the sum of the Daily Interruptible Standby Demand Charges OR the Reservation Interruptible Standby Demand Charge times the maximum On-Peak Interruptible Standby Demand actually registered during the month PLUS
- b) the Reservation Interruptible Standby Demand Charge times the difference between the Contract Interruptible Standby Demand and the maximum On-Peak Interruptible Standby Demand actually registered during the month.

Minimum: The Customer Charge plus the Demand Charge.

<u>Fuel Charge</u>	See Sheet No. 8.830
<u>Tax Clause</u>	See Sheet No. 8.840
<u>Conservation Charge</u>	See Sheet No. 8.860
<u>Capacity Payment Charge</u>	See Sheet No. 8.870
<u>Oil Backout Charge</u>	See Sheet No. 8.880
<u>Franchise Fee</u>	See Sheet No. 8.890

SUPPLEMENTAL SERVICE

Supplemental Service shall be the total power supplied by the Company minus the Standby Service supplied by the Company during the same metering period. The charge for all Supplemental Service shall be calculated by applying the otherwise applicable retail interruptible rate schedule, excluding the customer charge.

If all or a portion of a Customer's Supplemental Service is Interruptible, then Supplemental Service will be provided pursuant to Schedule CILC-1.

INTERRUPTION:

The Customer's load served under this rate schedule is subject to interruption without notice when such interruption alleviates any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, requires the peaking operation of the Company's generators.

The Company may interrupt the Customer's service from time to time for testing purposes. Testing purposes include the testing of the interrupting equipment and the ability of the Customer to perform. There will be at least one interruption each calendar year.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically interrupt the Customer's load, as specified in the Interruptible Standby and Supplemental Service Agreement.

Interruption Condition:

The Customer's interruptible load served under this rate schedule is subject to interruption when such interruption alleviates any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combustion turbines above the continuous rated output, which may overstress the generators. These conditions will typically result in less than fifteen (15) interruption periods per year, will typically allow advance notice of four (4) hours or more prior to an interruption period and will typically result in interruption periods of four (4) hours' duration. The operating limits under this tariff are described below.

ORDER NO. PSC-92-0687-FOF-EI
DOCKET NO. 881106-EI
PAGE 21

June 11, 1992
8.760-8.763 Leg
Page 3

Frequency: The frequency of interruption will not exceed twenty-five (25) interruption periods per year.

Notice: The Company will provide one (1) hour's advance notice or more to a Customer prior to interrupting the Customer's interruptible load.

Duration: The duration of a single period of interruption will not exceed six (6) hours.

In the event of an emergency, such as a Generating Capacity Emergency (See Definitions) or a major disturbance, greater frequency, less notice, or longer duration than listed above may occur. If such an emergency develops, the Customer will be given 15 minutes' notice. Less than 15 minutes' notice may only be given in the event that failure to do so would result in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of providing no notice or less than one (1) hour's notice.

Customer Responsibility:

The Company will interrupt the interruptible portion of the Customer's service for a one-hour period, once per year at a mutually agreeable time and date for testing purposes. Testing purposes include the testing of the interruption equipment to ensure that the load is able to be interrupted within the agreed specifications. If the Customer's load has been successfully interrupted during the previous 12 months, this test obligation will have been met.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically interrupt the Customer's load, as specified in the Agreement.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

DEMAND:

Demand is the kw to the nearest whole kw, as determined by the Company's time of use metering equipment for a 30-minute period as adjusted for power factor.

CONTRACT STANDBY DEMAND:

The level of Customer's load requiring Interruptible Standby Service as specified in the Agreement. This Contract Standby Demand will not be less than the maximum interruptible load actually served by the Customer's generation during the current month or prior 23-month period less the amount specified as the Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generating equipment. For a Customer receiving only standby service as identified under Special Provisions, the Contract Standby Demand shall be the maximum load actually served by the Company during the current month or prior 23-month period.

(Continued on Sheet No. 8.762)
(Continued from Sheet No. 8.761)

STANDBY DEMAND:

When the Customer's generation is supplying less than the minimum amount of interruptible load (normal operating level) as specified in the Agreement, the Standby Demand is the lesser of (1) the Contract Standby Demand minus the Customer's load being served by the Customer's generation, but not less than zero, or (2) the level of Demand being supplied by the Company.

FIRM STANDBY DEMAND:

The Customer's Firm Standby Demand shall be the lesser of the "Firm Standby Demand" level specified in the Customer's Agreement with the Company, or the highest Standby Demand. The level of "Firm Standby Demand" specified in the Agreement shall not be exceeded during the periods when the Company is interrupting the Customer's load.

INTERRUPTIBLE STANDBY DEMAND:

The Customer's Interruptible Standby Demand shall be the Customer's Standby Demand less the Customer's Firm Standby Demand.

INTERRUPTION PERIOD:

All hours established by the Company during a monthly billing period in which the Customer's load is controlled:

1. the Customer's load is interrupted, or
2. the Customer is billed pursuant to the Continuity of Service Provision.

EXCEPTIONS TO CHARGES FOR EXCEEDING FIRM DEMAND:

If the Customer exceeds the "Firm Standby Demand" during a period when the Company is interrupting load due to:

1. Force Majeure events (see Definitions) which are demonstrated to the satisfaction of the Company to have been beyond the Customer's control, or
2. maintenance of generation equipment necessary for interruption which is performed at a pre-arranged time and date mutually agreed to by the Company and the Customer (See Special Provisions), or
3. adding firm load that was not previously non-firm load to their facility, or
4. an event affecting state or national security and space launch operations, within five (5) days prior to an impending launch,

then the Customer will not be required to pay the Charges for Exceeding Firm Demand during the period of such exceptions, but will be billed pursuant to the Continuity of Service Provision.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

CHARGES FOR EXCEEDING FIRM STANDBY DEMAND:

If the Customer exceeds the "Firm Standby Demand" during a period when the Company is interrupting load for any reason other than those specified in Exceptions to Charges for Exceeding Firm Standby Demand, then the Customer will be:

1. billed the difference between the Reservation Demand Charge for Firm Standby Demand and the Reservation Demand Charge for Interruptible Standby Demand for the excess kw for the prior sixty (60) months or the number of months the Customer has been billed under the rate schedule, whichever is less, and
2. billed a penalty charge of \$1.00 per kw of excess kw for each month of rebilling.

Excess kw for rebilling and penalty charges is determined by taking the difference between the maximum demand during the Interruption Period and the Customer's "Firm Standby Demand". The Customer will not be rebilled or penalized twice for the same excess kw in the calculation described above.

TERM OF SERVICE:

Service under this rate schedule shall be for an initial term of ten (10) years, ~~continuous~~ subject to Limitation of Availability, and shall ~~continue thereafter~~ until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.

Transfers, with less than five (5) years' written notice, to any firm retail rate schedule for which the Customer would qualify may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other ratepayers/customers.

If the Customer no longer wishes to receive electric service in any form from the Company, the Customer may terminate the Interruptible Standby and Supplemental Service Agreement by giving thirty (30) days' advance written notice to the Company.

The Company may terminate service under this rate schedule at any time for the Customer's failure to comply with the terms and conditions of this rate schedule or the Interruptible Standby and Supplemental Service Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this service under this rate schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this rate schedule and bill the Customer under the otherwise applicable firm service rate schedule.

CHARGES FOR TERMINATING SERVICE OR TRANSFERRING TO FIRM SERVICE

If service is terminated by the Company or if the Customer terminates service or transfers to a firm service rate schedule during the initial term of ten (10) years or without providing at least five (5) years' written notice, the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for (a) the prior sixty (60) months or (b) the number of months the Customer has been billed under this rate schedule, whichever is less, and
2. billed a penalty charge of \$1.00 per kW times the number of months rebilled in No. 1 above times the current Maximum Demand.

If the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25-6.0438, F.A.C., the Customer will not be rebilled.

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) the Customer transfers the interruptible portion of the Customer's load to "Firm Standby Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice, or
- c) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a curtailable service rate schedule, or under this schedule with a shift from non-firm load to firm service,
 - i) at a different location in the Company's service area, or
 - ii) under a different name or different ownership, or
 - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice.

then the Customer will be:

1. rebilled under Schedule SST-1 for the shorter of (a) the most recent prior sixty (60) months during which the Customer was billed for service under this rate schedule, or (b) the number of months the Customer has been billed under this rate schedule, and
2. billed a penalty charge of \$1.00 per kW times the number of months rebilled in No. 1 above times the Contract Standby Demand.

Except as noted below:

If service under this schedule is terminated by the Customer for any reason, the Customer will not be rebilled as specified in paragraphs 1, and 2, above if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's SST-1 Schedule or is in the best interests of the Customer, the Company, and the Company's other customers, or
- b. the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25-6.0438, F.A.C., or
- c. the termination of service under this rate schedule is the result of either the Customer's ceasing operations at its facility without continuing or establishing similar operations elsewhere in the Company's service area, or
- d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agrees to take service under this schedule and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has(have) the equipment installed and is(are) available for interruption.

In the event the Customer pays the penalty charges because no replacement Customer(s) is(are) available as specified in paragraph d, above, but the replacement Customer(s) does(do) become available within 12 months from the date of termination of service under this schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any load control periods which may occur before the replacement Customer(s) became available.

SPECIAL PROVISIONS:

1. Interruption of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment.
2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned interruption equipment.
3. It shall be the responsibility of the Customer to determine that all electrical equipment to be interrupted is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.
4. The Company is not required to install interruption equipment if the installation cannot be economically justified.
5. Billing under this schedule will commence after the installation, inspection and successful testing of the interruption equipment.
6. Maintenance of generation equipment necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment to the interruptible load served by the Customer and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generating equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs incurred by the Company for the metering equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.

Where the Customer and the Company agree that the Customer's interruptible service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generating equipment provided that where only standby service is taken, (1) the Customer and the Company agree to the maximum amount of interruptible standby service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is necessary to permit analysis and reporting of the load and usage characteristics of Interruptible Standby and Supplemental Service.

CONTINUITY OF SERVICE PROVISION

In order to minimize the frequency and duration of interruptions requested under this rate schedule, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions may be requested. Any non-firm customers so electing to receive capacity and/or energy which enables the Company to continue service to the Customer's non-firm loads during these periods will be subject to the additional charges set forth below.

In the event a Customer elects not to have its non-firm load interrupted pursuant to this schedule, the Customer shall pay, in addition to the normal charges provided hereunder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class fuel charge for the period during which the load would otherwise have been interrupted (see Sheet No. R.R.30). This incremental charge shall apply to the non-firm customer for all consumption above the Customer's Firm Standby Demand during the time in which the non-firm load would otherwise have been interrupted. If, for any reason during such period, this capacity and/or energy is (are) no longer available or cannot be accommodated by the Company's system, the terms of this Special Provision will cease to apply and interruptions will be required for the remainder of such period.

Any Customer served under this rate schedule may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including holidays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with regard to this Continuity of Service Provision.

The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned interrupting equipment.

It shall be the responsibility of the Customer to determine that all electrical equipment to be interrupted is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service," the provision of this schedule shall apply.

ORDER NO. PSC-92-0687-FOF-EI
DOCKET NO. 881106-EI
PAGE 25

June 11, 1992
8.760-8.763 Leg
Page 7

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

DEFINITIONS:

Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

Force Majeure:

Force Majeure for the purposes of this schedule means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by Federal, State, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

April 17, 1992
9.920-9.923 Leg
Page 1

INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE AGREEMENT

This Agreement is made this ____ day of _____, 19____, by and between _____, its successors and assigns (hereinafter called "the Customer"), located at _____, Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, its successors and assigns (hereinafter called "the Company").

WITNESSETH

WHEREAS, the Customer has requested to take interruptible electric Standby and/or Supplemental Service, as defined by Rate Schedule ISST-1, marked Exhibit A, and made a part of this Agreement, and

WHEREAS, the Company is willing to provide, or to continue to provide, such Interruptible Standby and/or Supplemental Service under the terms and conditions specified herein,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. Interruptible Standby Service will be rendered in compliance with all terms and conditions set forth in Rate Schedule ISST-1, marked Exhibit "A", and Interruptible Supplemental Service will be initially billed under Rate Schedule IST-1, marked Exhibit "B", both schedules are attached hereto and made a part of this agreement, or any successor schedules which may be approved from time to time by the Florida Public Service Commission.

The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Interruptible Standby and Supplemental Service Schedule ISST-1 (hereinafter called "Schedule ISST-1") as currently approved or as may be modified from time to time by the Florida Public Service Commission (hereinafter called the "Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Schedule ISST-1, both parties intend to refer to Schedule ISST-1 as it may be modified from time to time. A copy of the Company's presently approved Schedule ISST-1 is attached hereto as Exhibit A and hereby made an integral part of this Agreement.

2. The Company and the Customer agree that Schedule ISST-1 may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions, or any other Commission determination.

23. The Customer agrees to the following for purposes of applying Rate-Schedule ISST-1 to Company supplied service:

- (a) The initial Contract Standby Demand is _____ kw, which is defined as the highest amount of Customer's interruptible load served by the Customer's generation, _____ kw, less the amount of Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment, _____ kw. The initial Contract Standby Demand shall not exceed the Customer's installed generation capacity and shall not be less than zero.

This Contract Standby Demand will not be less than the maximum interruptible load actually served by the Customer's generation during the current month or prior 23 month period less the amount specified above as Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment.

- (b) The amount of interruptible load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment:

- i) Must be demonstrated to the Company's satisfaction when initially established.

- ii) Is subject to periodic verification by the Customer upon request by the Company. If the Customer fails to confirm that the load not served by the Company is equal to that set forth in 2(a), then, at the option of the Company, the load set forth in 2(a) will be adjusted in the current and subsequent billing months to the level which was demonstrated.

- (c) The minimum amount of interruptible load served by normal operating level of the Customer's generation equipment is _____ kw. Interruptible Standby Service can only be provided when the Customer's generation is supplying less than this specified amount.

4. The Customer agrees to a "Firm Standby Demand" level of _____ kw during the periods when the Company is interrupting the Customer's service. This "Firm Standby Demand" level shall not be exceeded during periods when the Company is interrupting load. Upon mutual agreement of the Company and the Customer, the Customer's Firm Standby Demand may subsequently be raised or lowered, as long as the change in the "Firm Standby Demand" level is not a result of a transfer of load from the interruptible portion of the Customer's load. The Customer shall notify the Company upon adding firm load.
65. The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment to the interruptible load served by the Customer and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generation equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs incurred by the Company for the metering equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.
- Where the Customer and the Company agree that the Customer's interruptible service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generation equipment provided that where only standby service is taken, (1) the Customer and the Company agree to the maximum amount of interruptible-standby service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is necessary to permit analysis and reporting of the load and usage characteristics of Interruptible Standby and Supplemental Service service provided pursuant to Schedule ISST-1.
6. Prior to the Customer's receipt of service under Schedule ISST-1 the Customer must provide the Company access to inspect any and all of the Customer's interruptible equipment, and must also have received approval from the Company that said equipment is satisfactory to interrupt the Customer's load. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the equipment. The Customer shall be responsible for maintaining the Customer's interruptible equipment and shall provide the Company access at any reasonable time to inspect the condition of the equipment for purposes of determining whether the interruptible equipment is satisfactory to interrupt the Customer's interruptible load. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and are not to be relied upon by the Customer for, determining whether the interruptible equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.
7. Upon completion of the installation of the interruptible equipment, a test of this equipment will be conducted at a time and date mutually agreeable to the Company and the Customer. The test will consist of a period of interruption of not less than one hour. Effective upon the completion of the testing of the interruptible equipment, the Customer will agree to a "Firm Standby Demand". Service under Schedule ISST-1 cannot commence prior to the successful completion of the test.
8. In order to minimize the frequency and duration of interruptions under Schedule ISST-1, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Schedule ISST-1. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for or otherwise reflect in its generation and transmission planning and construction the possibility of providing capacity and/or energy under the Continuity of Service Provision. Customers receiving service under Schedule ISST-1 may elect to continue taking service under the Continuity of Service Provision and it will be provided only if such capacity and/or energy can be obtained by the Company and can be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to other firm Customers. The Customer elects / does not elect to continue taking service under the Continuity of Service Provision. The Customer may countermand the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Schedule ISST-1. The Company's obligations under this paragraph 8 are subject to the terms and conditions specifically set forth in Schedule ISST-1.
119. The Customer agrees to be responsible for the determination that all electrical equipment to be interrupted is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.
120. (a) Customers desiring to operate any electric generating equipment in parallel with the Company's system shall be responsible for providing the Company with the necessary information for the evaluation of such interconnected operation. In the event that the generating facility or facilities meet(s) the criteria for "qualifying facility" status contained in Rule 25-17.080, F.A.C., then the parties' interconnection agreement entered in accordance with Rule 25-17.087, F.A.C. shall govern all aspects of interconnected operations. The Company shall not be required to permit the parallel operation of any generating equipment that does not meet qualifying facility status criteria.

June 11, 1992
9.920-9.923 Leg
Page 3

- (b) The Customer shall be responsible for costs associated with interconnection equipment used to operate the generating facility either in parallel with the Company's system as specified in the interconnection agreement, or in isolation from the Company's system, including, but not limited to, responsibility for the cost associated with modifying, providing, operating, replacing, maintaining and removing all necessary lines, substations, transformers, switching and protective facilities and other equipment necessary to utilize the electric service delivered hereunder.
- (c) Any arrangement for power deliveries by the Customer into the Company's system shall be the responsibility of the Customer; the Company shall review and evaluate each request on a case-by-case basis. The Company shall not be responsible for accepting such deliveries of power unless the Customer has entered into an interconnection agreement.
411. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall be responsible for ensuring safeguards, which are considered adequate by the Company, to the Company's system including but not limited to the Company's customers, personnel and equipment. The Customer shall indemnify and save the Company harmless from any and all claims, costs, or expense for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by or resulting from:
- (a) Any act or omission by the Customer, or Customer's contractors, subcontractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's system;
- (b) Any defect in, failure of, or fault related to the Customer's generation system;
- (c) The Customer's negligence or negligence of the Customer's contractors, subcontractors agents, servants and employees or;
- (d) Any other event or act that is the result of, or proximately caused by, the Customer's facility.
512. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall deliver to the Company, at least fifteen days prior to the start of any interconnection construction, a certified copy or duplicate original of a liability insurance policy issued by a mutually acceptable insurance company authorized to do business in the State of Florida. This policy shall jointly protect and indemnify the Customer and the Company, its officers, employees, and representatives against all liability and expense as a result of claims and suits for injuries or damages to persons or property arising out of the interconnection with the Customer, or caused by operation of any of the Customer's equipment or by the Customer's failure to maintain its facility's equipment in satisfactory and safe operating condition.
- The policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than \$ _____ for each occurrence. In addition, the above required policy shall be endorsed with a provision whereby the insurance company will notify the Company thirty days prior to the effective date of cancellation or material change in the policy.
- The Customer shall pay all premiums and other charges due on said policy and keep said policy in force during the entire period of interconnection with the Company.
213. The initial term of this Agreement is for a period of ~~ten~~ five (5) years from _____, 19____. The Customer shall give the Company at least five years' written notice sent by certified mail before the Customer may transfer from service under Rate Schedule ISST-1 to service under a firm retail rate schedule. Transfers, with less than five years' written notice, to an applicable retail rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company, and the Company's other ~~ratepayers~~ customers.
8. ~~For purposes of evaluating the maximum level of interruptible load identified in "Limitation of Availability" in Schedule ISST-1, the Customer estimates and the Company agrees to an initial level of interruptible service of _____ kw, which shall not exceed the maximum demand during the previous 12-month period for existing Customers. After the initial allocation, future allocations, as identified in "Limitation of Availability" in Schedule ISST-1, will reflect the Customer's maximum demand for the current month or prior 23-month period.~~
9. ~~The Customer agrees, within a reasonable time after the execution of this Agreement, not to exceed _____ days, to perform the necessary changes to allow interruption of the Customer's load and to provide and install interrupting equipment which complies with the requirements of Exhibit C, which is attached hereto. This includes the separation of all interruptible load to its own metered circuit.~~
- ~~Should the Customer fail to complete the above work in the time designated or should the Customer fail to begin taking service under schedule ISST-1 within 30 days thereafter, this Agreement shall become null and void. In order to receive service under Schedule ISST-1, it shall be necessary for the Customer to execute a new Agreement, which will make the availability of service subject to the "Limitation of Availability" in Schedule ISST-1.~~

The Customer further agrees that service delivered under Rate Schedule ISST-1 shall not begin until such interruptible load has been isolated onto a separately metered circuit and the interrupting equipment specified in Exhibit C has been installed.

10. Prior to the Customer receiving service under Schedule ISST-1, the Customer must provide the Company access to inspect any and all of the Customer's load interrupting equipment, and must also have received approval from the Company that said equipment is satisfactory to effect interruption of the Customer's interruptible load. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the equipment. The Customer shall be responsible for maintaining the Customer's load interrupting equipment and shall provide the Company access at any reasonable time to inspect the condition of the equipment for purposes of determining whether the interrupting equipment is satisfactory to effect interruption of the Customer's interruptible load. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of and are not to be relied upon by the Customer for determining whether the interrupting equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.
14. If the Customer no longer wishes to receive any type of electric service from the Company, the Customer may terminate this Agreement by giving thirty (30) days' advance written notice to the Company.
15. The Company may terminate this Agreement at any time if the Customer fails to comply with the terms and conditions of Schedule ISST-1 or this Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under the Schedule ISST-1, bill the Customer under the otherwise applicable firm service rate schedule and apply the rebilling and penalty provisions enumerated under TERM OF SERVICE in Schedule ISST-1.
16. A new Interruptible Standby and Supplemental Service Agreement may be executed (1) in the event there is an increase in the Customer's generating capacity prior to the end of this Agreement or (2) it is mutually agreed between the Company and the Customer.
1217. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of an interruption of electric service pursuant to the terms of ~~rate~~ Schedule ISST-1 by remote control or otherwise.
1218. This agreement may not be assigned by the Customer without the prior written consent of the Company.
14. A new Interruptible Standby and Supplemental Service Agreement may be executed (1) in the event there is an increase in the Customer's generating capacity prior to the end of this Agreement or (2) it is mutually agreed between the Company and the Customer.
1519. All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the parties designated below. The parties designate the following to be notified or to whom payment shall be sent until such time as either party furnished the other party written instructions to contact another individual.

For CUSTOMER:

For IFL:

14620. This Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Customer and the Company other than an interconnection agreement, with respect to Interruptible Standby and/or Supplemental Service and the matters contained herein and constitutes the entire Agreement between the parties. In the event of a conflict between this agreement and an interconnection agreement, the interconnection agreement shall prevail.

ORDER NO. PSC-92-0687-FOF-EI
DOCKET NO. 881106-EI
PAGE 30

April 17, 1992
9.920-9.923 Leg
Page 5

4221. This Agreement is subject to the Company's effective "General Rules and Regulations for Electric Service" and the Rules of the Florida Public Service Commission.

IN WITNESS WHEREOF the Customer and the Company have caused this Agreement to be executed by their duly authorized officers as of the day and year set above.

Witnesses for the Customer:

Witnesses for the Company:

CUSTOMER

By _____

Title _____

Attest _____

Title _____

FLORIDA POWER & LIGHT COMPANY

By _____

Title _____

Attest _____

Title _____

ORDER NO. PSC-92-0687-FOF-EI
DOCKET NO. 881106-EI
PAGE 31

APPENDIX IX
RATE SCHEDULE IST-1
LEGISLATIVE FORMAT AND FINAL FORMAT

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.670
Cancels First Revised Sheet No. 8.670

INTERIM CONTRACT RATE
INTERRUPTIBLE SERVICE - TIME OF USE
(OPTIONAL)

RATE SCHEDULE: IST-1

AVAILABLE:

In all territory served to any commercial or industrial customer requesting interruptible service through the execution of an Interruptible Service Agreement with the Company.

LIMITATION OF AVAILABILITY:

The availability of this schedule to Customers who have not yet signed an Interruptible Service Agreement may be restricted from time to time.

This schedule may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination. Until such determination is made, there shall be a maximum of 250 mw of interruptible load served under this or any other interruptible rate schedule. The priority of allocating the 250 mw to Customers will be based upon the execution date of each individual Customer's Interruptible Service Agreement.

APPLICATION:

For interruptible electric service provided to any commercial or industrial customer, as a part of an Interruptible Service Agreement between the Customer and the Company, who agrees to allow the Company to interrupt at least 500 kw of the Customer's load. This load shall not be served on a firm service basis until service has been terminated under this rate schedule.

SERVICE:

Three phase, 60 hertz at any available standard voltage.

All Customer load served under this schedule is subject to interruption by the Company and shall be separately metered from the non-interruptible, or firm, portion of the Customer's load. Transportation Rider-TR, where applicable, shall only apply to the Customer's Maximum Demand for delivery voltage below 69 kv. Standby Service is not provided hereunder. Resale of service is not permitted hereunder.

MONTHLY RATE:

Voltage level:	Distribution below 69 kv	Transmission 69 kv & above
Customer Charge:	\$ 600.00	\$ 3,200.00
Demand Charge:		
per kw of Maximum Demand	\$ 2.43	none
per kw of On-Peak Demand	\$ 1.16	\$ 1.15
Energy Charge:		
On-Peak Period:		
Non-fuel charge per kwh	1.133e	.942e
Off-Peak Period:		
Non-fuel charge per kwh	1.133e	.942e.

Minimum: The Customer Charge plus the charge for the Maximum Demand.

<u>Fuel Charge</u>	See Sheet No. 8.830
<u>Tax Clause</u>	See Sheet No. 8.840
<u>Conservation Charge</u>	See Sheet No. 8.860
<u>Capacity Payment Charge</u>	See Sheet No. 8.870
<u>Oil Backout Charge</u>	See Sheet No. 8.880
<u>Franchise Fee</u>	See Sheet No. 8.890

(Continued on Sheet No. 8.671)

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 8.671

(Continued from Sheet No. 8.670)

INTERRUPTION

The Customer's load served under this rate schedule is subject to interruption without notice when such interruption alleviates any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, requires the peaking operation of the Company's generators.

The Company may interrupt the Customer's service from time to time for testing purposes. Testing purposes include the testing of the interrupting equipment and the ability of the Customer to perform. There will be at least one interruption each calendar year.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically interrupt the Customer's load, as specified in the Interruptible Service Agreement.

RATING PERIODS:

On-Peak:

November 1 through March 31 Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31 Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

DEMAND:

Demand is the kw to the nearest whole kw as determined from the Company's metering equipment, for the 30-minute period of the Customer's greatest use during the month as adjusted for power factor.

MAXIMUM DEMAND:

Maximum Demand shall be the greater of the current month's demand whenever it occurs or the highest demand for the prior 23 months.

TERM OF SERVICE:

Service under this rate schedule shall be for an initial term of ten (10) years, subject to Limitation of Availability, and shall continue thereafter until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.

Transfers, with less than five years' written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interest of the Customer, the Company and the Company's other ratepayers.

If the Customer no longer wishes to receive electric service in any form from the Company, the Customer may terminate the Interruptible Service Agreement by giving thirty (30) days' advance written notice to the Company.

The Company may terminate service under this rate schedule at any time for the Customer's failure to comply with the terms and conditions of this rate schedule or the Interruptible Service Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this rate schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this rate schedule and bill the Customer under the otherwise applicable firm service rate schedule.

(Continued on Sheet No. 8.672)

(Continued from Sheet No. 8.671)

CHARGES FOR TERMINATING SERVICE OR TRANSFERRING TO FIRM SERVICE

If service is terminated by the Company or if the Customer terminates service or transfers to a firm service rate schedule during the initial term of ten (10) years or without providing at least five (5) years written notice, the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for (a) the prior sixty (60) months or (b) the number of months the Customer has been billed under this rate schedule, whichever is less, and
2. billed a penalty charge of \$1.00 per kw times the number of months rebilled in No. 1 above times the current Maximum Demand.

If the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25-6.0438, F.A.C., the Customer will not be rebilled.

SPECIAL PROVISIONS:

1. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned interrupting equipment.
2. It shall be the responsibility of the Customer to determine that all electrical equipment to be interrupted is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

ORDER NO. PSC-92-0687-FOF-EI
DOCKET NO. 881106-EI
PAGE 35

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.670
Cancels Second Revised Sheet No. 8.670

RESERVED FOR FUTURE USE

Issued by: S. E. Frank, President
Effective:

ORDER NO. PSC-92-0687-FOF-EI
DOCKET NO. 881106-EI
PAGE 36

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.671
Cancels Original Sheet No. 8.671

RESERVED FOR FUTURE USE

Issued by: S. E. Frank, President
Effective:

ORDER NO. PSC-92-0687-POF-EI
DOCKET NO. 881106-EI
PAGE 37

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.672
Cancels Original Sheet No. 8.672

RESERVED FOR FUTURE USE

ORDER NO. PSC-92-0687-FOF-EI
DOCKET NO. 881106-EI
PAGE 38

APPENDIX X
IST-1 AGREEMENT
LEGISLATIVE FORMAT AND FINAL FORMAT

INTERRUPTIBLE SERVICE AGREEMENT

This Agreement is made this _____ day of _____, 19____, by and between _____ (hereinafter called "the Customer"), and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida, (hereinafter called "the Company").

WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Rate Schedule IST-1 (hereinafter called Schedule IST-1) as currently applied or as may be modified from time to time by the Florida Public Service Commission (hereinafter called "the Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Schedule IST-1, both parties intend to refer to Schedule IST-1 as it may be modified from time to time. A copy of the Company's presently approved Schedule IST-1 is attached hereto as Exhibit A and hereby made an integral part of this Agreement.
2. The Company and the Customer agree that Schedule IST-1 may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, P.A.C., Non-Pipe Electric Service - Terms and Conditions, or any other Commission determination.
3. For purposes of evaluating the maximum level of interruptible load identified in "Limitation of Availability" in Schedule IST-1, the Customer estimates and the Company agrees to an initial level of interruptible service of _____ kw, which shall not exceed the maximum demand during the previous 12-month period for existing customers. After the initial allocation, future allocations, as identified in "Limitation of Availability" in Schedule IST-1, will reflect the Customer's maximum demand for the current month or prior 12-month period.
4. The Customer agrees, within a reasonable time after the execution of this Agreement, not to exceed _____ days, to perform the necessary changes to allow interruption of the Customer's load and to provide and install interrupting equipment which complies with the requirements of Exhibit B, which is attached hereto. This includes the separation of all interruptible load to its own metered circuit.

Should the Customer fail to complete the above work in the time designated, or should the Customer fail to begin taking service under Schedule IST-1 within 30 days thereafter, this Agreement shall become null and void. In order to receive service under Schedule IST-1, it shall be necessary for the Customer to execute a new Agreement, which will again make the availability of service subject to the "Limitation of Availability" in Schedule IST-1.

The Customer further agrees that service delivered under Schedule IST-1 shall not begin until such interruptible load has been isolated onto a separately metered circuit and the interrupting equipment specified in Exhibit B has been installed.

5. Prior to the Customer receiving service under Schedule IST-1, the Customer must provide the Company access to inspect any and all of the Customer's load interrupting equipment, and must also have received approval from the Company that said equipment is satisfactory to effect interruption of the Customer's interruptible load. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the equipment. The Customer shall be responsible for maintaining the Customer's load interrupting equipment and shall provide the Company access at any reasonable time to inspect the condition of the equipment for purposes of determining whether the interrupting equipment is satisfactory to effect interruption of the Customer's interruptible load. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of and are not to be relied upon by the Customer for determining whether the interrupting equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.
6. The Customer agrees to be responsible for the determination that all electrical equipment to be interrupted is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.

(Continued on Sheet No. 9.621)

ORDER NO. PSC-92-0687-FOF-EI
DOCKET NO. 881106-EI
PAGE 40

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 9.621

(Continued from Sheet No. 9.620)

7. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of an interruption of electric service pursuant to the terms of rate schedule IST-1 by remote control or otherwise.
8. This Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) of this Agreement must be approved, in writing, by the Company and the Customer and approved by the Commission.
9. This Agreement may not be assigned by the Customer without the prior written consent of the Company.
10. This Agreement is subject to the Company's "General Rules and Regulations for Electric Service" and the Rules of the Florida Public Service Commission.

IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Witnesses:

(Customer)

By: _____

Title: _____

Witnesses:

FLORIDA POWER & LIGHT COMPANY

By: _____

Title: _____

CANCELLED

ORDER NO. PSC-92-0687-FOF-EI
DOCKET NO. 881106-EI
PAGE 41

First Revised Sheet No. 9.620
Cancels Original Sheet No. 9.620

FLORIDA POWER & LIGHT COMPANY

RESERVED FOR FUTURE USE

ORDER NO. PSC-92-0687-FOF-EI
DOCKET NO. 881106-EI
PAGE 42

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.621
Cancels Original Sheet No. 9.621

RESERVED FOR FUTURE USE

Issued by: S. E. Frank, President
Effective:

CILC PERFORMANCE MEASUREMENT

FPL is to manage the "Exceptions to Charges for Exceeding Firm Demand" in Schedule CILC such that no more than 15% of the load reduction attributable to the CILC program is unavailable for control due to one of the approved exceptions. If the load not available for control due to one of the Exceptions exceeds 15% of the total load reduction attributable to the CILC program over a six month ECCR recovery period, FPL will be unable to recover a portion of the CILC incentive paid during the period equal to the percentage of unavailable load in excess of 15% of the load reduction attributable to the CILC program.

For purposes of this measurement, "unavailable load" is defined as any demand of CILC customers in excess of the sum of the customers' contracted Firm Demands which is not served pursuant to the Continuity of Service Provision and which FPL excuses from penalty pursuant to one of the approved "Exceptions to Charges for Exceeding Firm Demand."

The "load reduction attributable to CILC" is defined as the difference between average 12 CP demand for the CILC customers less the sum of their contracted Firm Demands. Average 12 CP demand will be the sum of the average 12 CP demands from the prior calendar year for each customer billed on Schedule CILC-1 as of the control day. For customers with less than twelve months of CP demand history (customers who are new to the FPL system or previously without a recording meter), the CP coincidence factor for the class from which the customer transferred to CILC (otherwise applicable firm service class for new customers) will be multiplied by the customer's twelve month (or less, for new customers) average maximum demand. This calculated CP demand will be substituted until twelve months of CP demand history is reached. When CILC customers are controlled on a monthly peak day, the demand during a comparable non-control day shall be substituted for the CP demand for that month. This calculation shall be made for each control day.

At the end of each ECCR period, the calculation of unavailable load as a percentage of load reduction attributable to CILC will be made for the period. This calculation will be made by dividing the sum of the "unavailable load" for each load control period by sum of the "load reduction attributable to CILC" for the same load control periods. If the resulting percentage is greater than 15 percent, FPL will be unable to recover a portion of the CILC incentive paid during the period equal to the amount in excess of 15 percent.

ILLUSTRATIVE EXAMPLES

Average 12 CP demand for CILC customers	300 MW
Sum of contracted Firm Demands	<u>60 MW</u>
Load reduction attributable to CILC	240 MW

Example 1:

Average unavailable load during ECCR period	10 MW
Unavailable load as % of CILC load reduction	4.2%

FPL recovers full CILC incentive paid during the period

Example 2:

Average unavailable load during ECCR period	43 MW
Unavailable load as % of CILC load reduction	17.9%

FPL is unable to recover 2.9% of CILC incentive paid during the period