



ORIGINAL
FILE COPY

27

**Florida
Power**
CORPORATION

JEFFERY A. FROESCHLE
CORPORATE COUNSEL

September 4, 1997

1112-ET

Ms. Blanca S. Bayó, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: In re: Petition for Approval of Modifications to the Real
Time Pricing Demonstration Tariff by Florida Power
Corporation

Dear Ms. Bayó:

Enclosed for filing are the original and 15 copies of Petition for Approval
of Modifications to the Real Time Pricing Demonstration Tariff by Florida Power
Corporation.

- ACK _____
- AGA _____
- AET _____
- CAF _____
- CMH _____
- CTR _____
- EMV _____
- LEO _____
- LIC _____
- PLN _____
- RD _____
- WTT _____
- OTH _____

Please acknowledge your receipt of the above filing on the enclosed copy
of this letter and return to the undersigned. Also enclosed is a 3.5 inch diskette
containing the above-referenced Response and Opposition in WordPerfect format.
Thank you for your assistance in this matter.

Very truly yours,

Jeffery A. Froeschle

JAF/kp
enclosures

DOCUMENT NUMBER-DATE

GENERAL OFFICE

08951 SEP-5 97

3201 Thirty-fourth Street South • Post Office Box 14042 • St. Petersburg, Florida 33733 4042 • (813) 866-5787 • Fax: (813) 866-4931

A Florida Progress Company

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

FILE COPY

In re: **Petition for Approval of
Modifications to the Real Time
Pricing Demonstration Tariff
by Florida Power Corporation**

Docket No. _____

Submitted for filing:
September 5, 1997

PETITION

Florida Power Corporation (Florida Power or the Company) hereby petitions the Florida Public Service Commission for approval of certain modifications to the real time pricing demonstration tariff, Rate Schedule RTP-1, which provides firm general service customers with prices on an hourly basis. In support of its petition, Florida Power states as follows:

Introduction

1. The name of the Petitioner and its business address is:

Florida Power Corporation
3201 34th Street South
Post Office Box 14042
St. Petersburg, FL 33733-4042

2. Notices and communications with respect to this petition and docket should be addressed to:

Jeffery A. Froeschle
Corporate Counsel
Florida Power Corporation
3201 - 34th Street South - A5E
St. Petersburg, Florida 33711

William C. Slusser, Jr.
Director, Pricing
Florida Power Corporation
3201 - 34th Street South - C2G
St. Petersburg, FL 33711

DOCUMENT NUMBER-DATE

08951 SEP-56

- 1 -

Background

3. In May 1996, the Company received approval from the Florida Public Service Commission to implement a General Service real time pricing demonstration for at least four (4) years. The objective of the demonstration was to evaluate customer responses to hourly prices transmitted by 4:00 p.m. the day before they are applicable. The hourly real time price reflected both marginal and embedded costs. The overall hourly energy charge included embedded generation costs, Energy Conservation Cost Recovery (ECCR), Capacity Cost Recovery (CCR) and fuel, with incremental costs serving to shape the hourly prices throughout the year. The incremental cost indicator used was Florida Power Corporation's system lambda. Lambda represented the incremental cost of generating the next MWH based on available generation and system load at any point in time. RTP hourly prices were derived using the day ahead projection of the Company's system lambdas, and adjusting these lambdas to include embedded generation costs, ECCR and CCR charges.

4. Due primarily to the unplanned shutdown of the Company's Crystal River 3 nuclear unit, Florida Power's incremental cost increased significantly and the resulting hourly RTP prices exceeded the Company's original forecast. Therefore, the hourly RTP prices were financially unattractive and prevented the company from offering the RTP-1 service to interested qualified customers as an economical alternative to their existing rate. Prompted by this, the Company redesigned the RTP-1 Rate Schedule which is described below.

Proposed Rate Schedule Revisions

5. The Real Time Pricing Rate Schedule contained in Exhibit A hereto contains the revisions proposed by the Company to remedy the volatility of the existing RTP rate design and the resulting financial barrier to customer participation in the RTP demonstration. Exhibit B contains the revised rate schedule in legislative format. The objectives of the demonstration and the fundamental pricing basis remain the same. In addition, the rate design is still revenue neutral on a class basis consisting of General Service customers having a demand of 1 MW or more. Exhibit C contains the

workpapers documenting the revenue neutrality of the rate design. However, the RTP hourly energy prices are now a function of the Company's hourly system load requirements instead of Florida Power's system lambda or incremental cost. Based on the day ahead projection of Florida Power's hourly system load requirements, the energy price is the sum of the non-fuel energy charge, adjusted by a factor as a function of the system load requirements, the ECCR, CCR and the Fuel Cost Recovery charges.

The hourly energy prices will be determined based on six (6) conditions:

- a. When L is $\leq 3,000$ MW, then $f(L) = 0.10$,
Energy Charge = $(1.631¢ \text{ per kWh} * .10) + \text{ECCR} + \text{CCR} + \text{Fuel}$
- b. When L is $> 3,000$ MW and $\leq 4,500$ MW, then $f(L) = 0.50$,
Energy Charge = $(1.631¢ \text{ per kWh} * .50) + \text{ECCR} + \text{CCR} + \text{Fuel}$
- c. When L is $> 4,500$ MW and $\leq 6,000$ MW, then $f(L) = 1.75$,
Energy Charge = $(1.631¢ \text{ per kWh} * 1.75) + \text{ECCR} + \text{CCR} + \text{Fuel}$
- e. When L is $> 6,000$ MW and $\leq 7,000$ MW, then $f(L) = 3.00$,
Energy Charge = $(1.631¢ \text{ per kWh} * 3.00) + \text{ECCR} + \text{CCR} + \text{Fuel}$
- f. When L is $> 7,000$ MW and $\leq 7,500$ MW, then $f(L) = 5.00$,
Energy Charge = $(1.631¢ \text{ per kWh} * 5.00) + \text{ECCR} + \text{CCR} + \text{Fuel}$
- g. When L is $> 7,500$ MW, then $f(L) = 10.00$,
Energy Charge = $(1.631¢ \text{ per kWh} * 10.00) + \text{ECCR} + \text{CCR} + \text{Fuel}$

where,

L equals Florida Power's hourly system load requirements, and,

ECCR, CCR & Fuel Recovery charges are set equal to the GSDT-1 factor per BA-1.

It is Florida Power's belief that this rate design will result in more stability in forecasting the hourly prices and relieve the current inherent disincentive for customer participation.

Implementation

6. Upon Commission approval of the modifications to the real-time pricing demonstration tariff, Florida Power will resume the recruitment of customers for the demonstration. Each customer that wishes to participate in the proposed demonstration will be required to enter into a Real Time Pricing Service Agreement with Florida Power Corporation. Exhibit D contains the Real Time Pricing Service Agreement.

WHEREFORE, Florida Power Corporation respectfully requests that the Commission enter an order approving the revisions to the real-time pricing demonstration tariff set forth in Exhibit A hereto and authorizing its staff to administratively approve the effective date of the tariff upon proper notification from Florida Power Corporation.

Respectfully submitted,

FLORIDA POWER CORPORATION

BY: 

Jeffrey A. Froeschle
3201 34th Street South
St. Petersburg, FL 33711
(813) 866-5787

EXHIBIT A

REVISED RTP-1 TARIFF



Rate Code

Page 1 of 5

301 (Secondary)
302 (Primary)
303 (Transmission)

**RATE SCHEDULE RTP-1
LIMITED AVAILABILITY EXPERIMENTAL RATE
REAL TIME PRICING**

AVAILABILITY:

Availability is limited to ten (10) customers. This rate is experimental and available through the execution of a Real Time Pricing Service Agreement with FPC. Customer participation requires the mutual agreement of both the Company and the Customer.

Service under this experimental schedule must commence before December 31, 1998, unless extended by order of the Florida Public Service Commission.

APPLICABLE:

Applicable to customers who are otherwise eligible for service under rate schedules GS-1, GSD-1, GST-1, or GSDT-1, with a measured monthly demand of 1 MW or greater and who meet all requirements and provisions set forth in this rate.

CHARACTER OF SERVICE:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

LIMITATION OF SERVICE:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

RATE PER MONTH:

Customer charge:

Secondary Metering Voltage:	\$ 19.20
Primary Metering Voltage:	\$155.50
Transmission Metering Voltage:	\$737.50

Demand Charges:

Coincident Demand Charge:	\$1.25 per KW of Coincident Demand
Non-coincident Demand Charge:	\$1.50 per KW of Maximum Demand

Rate Code

Page 2 of 5

- 301 (Secondary)
- 302 (Primary)
- 303 (Transmission)

Energy Charges

The following charges shall apply to kWh usage each hour and shall be summed for all hours of the billing period.

	Non-fuel Energy Charge:	1.631 cents per kWh * $f(L)$
plus	Energy Conservation Cost Recovery Charge (ECCR):	GSDT-1 factor per BA-1
plus	Capacity Cost Recovery Charge (CCR):	GSDT-1 factor per BA-1
plus	Fuel Cost Recovery Factor Charge:	GSDT-1 factor per BA-1

where,

L = Florida Power Corporation's hourly system load requirements

$f(L)$ = A factor computed for each hour pursuant to a formula based on the value L projected for that hour. The formula shall be revised annually and submitted to the FPSC. The Company shall satisfy the FPSC staff that the application of this factor to the hourly load characteristics of firm general service customers over 1,000 KW results in the average load-weighted value of this factor to be equal to one

Therefore,

- When L is $\leq 3,000$ MW, then $f(L) = 0.10$,
Energy Charge = (1.631¢ per kWh * 10) + ECCR + CCR + Fuel Cost Recovery
- When L is $> 3,000$ MW and $\leq 4,500$ MW, then $f(L) = 0.50$,
Energy Charge = (1.631¢ per kWh * .50) + ECCR + CCR + Fuel Cost Recovery
- When L is $> 4,500$ MW and $\leq 6,000$ MW, then $f(L) = 1.75$,
Energy Charge = (1.631¢ per kWh * 1.75) + ECCR + CCR + Fuel Cost Recovery
- When L is $> 6,000$ MW and $\leq 7,000$ MW, then $f(L) = 3.00$,
Energy Charge = (1.631¢ per kWh * 3.00) + ECCR + CCR + Fuel Cost Recovery



Rate Codes

- 301 (Secondary)
- 302 (Primary)
- 303 (Transmission)

Energy Charges (cont.):

- When L is $> 7,000$ MW and $\leq 7,500$ MW, then $f(L) = 5.00$;
Energy Charge = (1.631¢ per kWh * 5.00) + ECCR + CCR + Fuel Cost Recovery
- When L is $> 7,500$ MW, then $f(L) = 10.00$;
Energy Charge = (1.631¢ per kWh * 10.00) + ECCR + CCR + Fuel Cost Recovery

Notification Of Hourly Prices: The Company will notify the Customer by 4:00 p.m. prevailing clock time of each work day the sum of the energy charges that are applicable on an hourly basis, for the next twenty-four (24) hours beginning at 12:00 a.m. (midnight). Except during unusual times of high risk, the Company will make available prices for Saturday through Monday on the previous Friday. More than day-ahead pricing may also be used for holidays as defined in the Company's conventional tariffs.

The Company is not responsible for a customer's failure to receive and act upon the hourly RTP-1 prices. If a customer does not receive these prices, it is the customer's responsibility to inform the Company so the prices may be supplied.

DETERMINATION OF DEMAND:

Coincident demand shall be defined as the customer's hourly demand at the time of the system's monthly maximum demand. Non-coincident demand shall be defined as the customer's maximum hourly demand during the billing period.

DELIVERY VOLTAGE CREDIT:

When a customer takes a service under this rate at a delivered voltage above standard distribution secondary voltage, the maximum demand shall be subject to the following credits:

For Distribution Primary Delivery Voltage:	\$0.30 per kW of non-coincident demand
For Transmission Delivery Voltage:	\$0.69 per kW of non-coincident demand

**Rate Code**

301 (Secondary)
302 (Primary)
303 (Transmission)

METER VOLTAGE ADJUSTMENT:

Metering voltage will be at the option of the Company. When the company meters at a voltage above distribution secondary, the applicable following reduction factor shall apply to the monthly energy charge, demand charges and delivery voltage credit hereunder:

Metering Voltage	Reduction Factor
Distribution Primary	1.0%
Transmission	2.0%

POWER FACTOR:

Bills computed under the above rate per month charges will be increased 22 cents for each KVAR by which the reactive demand exceeds numerically 62 times the maximum kW demand, and will be decreased 22 cents for each KVAR by which the reactive demand is less than, numerically, 62 times the maximum kW demand.

ADDITIONAL CHARGES:

Gross Receipts Tax Factor:	See Sheet No 6 105
Right of Way Utilization Fee:	See Sheet No 6 106
Municipal Tax:	See Sheet No 6 106
Sales Tax:	See Sheet No 6 106

MINIMUM BILL:

The minimum monthly bill shall be the Customer Charge

Where special equipment to serve the Customer is required, the Company may require a specified minimum charge.

TERMS OF PAYMENT:

Bills rendered hereunder are payable within the time limit specified on the bill at Company designated locations.

Rate Code

- 301 (Secondary)
- 302 (Primary)
- 303 (Transmission)

TERMS OF CONTRACT:

Service under this experimental rate schedule shall be for a minimum period of one (1) year. Service under this rate schedule may be terminated, upon 60 days written notice by either the Company or the Customer. All termination notices will become effective on the annual anniversary date of the contract. After terminating service under this rate, the Customer may not return to this rate during the experimental period.

SPECIAL PROVISIONS:

- 1 Customers will be required to execute a Service Agreement which will include standard terms and conditions including the confidentiality of prices.
- 2 The Company may, under this experimental rate, provide additional tariff features which the customer may elect.
- 3 The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the Customer shall be furnished and maintained by the Customer. The Customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install and maintain such additional equipment, charging the Customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
- 4 The Company shall not be required to accept customers on this experimental rate if the customer's participation in the experiment would: a) not be economically justified for the Company, or b) create undue redundancy within the experiment. Customers will be evaluated on a first-come, first-served basis. Customer participation is at the mutual agreement of the customer and the Company.
- 5 Service under this rate schedule shall commence with the first full billing period following the installation date of metering and all other required equipment. Billing shall be based on a calendar month.

EXHIBIT B

REVISED RTP-1 TARIFF

LEGISLATIVE FORMAT



Rate Code

Page 1 of 5

301 (Secondary)
302 (Primary)
303 (Transmission)

**RATE SCHEDULE RTP-1
LIMITED AVAILABILITY EXPERIMENTAL RATE
REAL TIME PRICING**

AVAILABILITY:

Availability is limited to ten (10) customers. This rate is experimental and available through the execution of a Real Time Pricing Service Agreement with FPC. Customer participation requires the mutual agreement of both the Company and the Customer.

Service under this experimental schedule must commence before December 31, 1998, unless extended by order of the Florida Public Service Commission.

APPLICABLE:

Applicable to customers who are otherwise eligible for service under rate schedules GS-1, GSD-1, GST-1, or GSDD-1, with a measured monthly demand of 1 MW or greater and who meet all requirements and provisions set forth in this rate.

CHARACTER OF SERVICE:

Continuous service, alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

LIMITATION OF SERVICE:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

RATE PER MONTH:

Customer charge:

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Rate Code

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- 302 (Primary)
- 303 (Transmission)

Energy Charges:

The following charges shall apply to kWh usage each hour and shall be summed for all hours of the billing period:

	Non-fuel Energy Charge:	1.695 31 cents per kWh * $f(\lambda L)$
plus	Energy Conservation Cost Recovery Charge:	GSDT-1 factor per BA-1
plus	Capacity Cost Recovery Charge:	GSDT-1 factor per BA-1
plus	Fuel Cost Recovery Factor Charge:	Ratio * λ GSDT-1 factor per BA-1

where,

λL = Florida Power Corporation's hourly system incremental fuel cost, expressed in cents/kWh load requirements.

$f(\lambda L)$ = A factor computed for each hour pursuant to a formula based on the value λL projected for that hour. The formula shall be revised annually and submitted to the FPSC to be treated as confidential information. The Company shall satisfy the FPSC staff that the application of this factor to the hourly load characteristics of firm general service customers over 1,000 KW results in the average load-weighted value of this factor to be equal to one.

Ratio = ~~This ratio shall be revised with each change in the system average fuel factor and shall be calculated as the ratio of the levelized system average factor to the average system load-weighted value of λ during the period used as the basis for determining the fuel factor.~~

Therefore,

- When L is $\leq 3,000$ MW, then $f(L) = 0.10$;
 Energy Charge = (1.631¢ per kWh * 0.10) + ECCR + CCR + Fuel Cost Recovery
- When L is $> 3,000$ MW and $\leq 4,500$ MW, then $f(L) = 0.50$;
 Energy Charge = (1.631¢ per kWh * 0.50) + ECCR + CCR + Fuel Cost Recovery
- When L is $> 4,500$ MW and $\leq 6,000$ MW, then $f(L) = 1.75$;
 Energy Charge = (1.631¢ per kWh * 1.75) + ECCR + CCR + Fuel Cost Recovery
- When L is $> 6,000$ MW and $\leq 7,000$ MW, then $f(L) = 3.00$;
 Energy Charge = (1.631¢ per kWh * 3.00) + ECCR + CCR + Fuel Cost Recovery



Rate Codes

- 301 (Secondary)
- 302 (Primary)
- 303 (Transmission)

Energy Charges (cont.):

- When L is $> 7,000$ MW and $\leq 7,500$ MW, then $f(L) = 5.00$;
Energy Charge = $(1.631¢ \text{ per kWh} * 5.00) + \text{ECCR} + \text{CCR} + \text{Fuel Cost Recovery}$
- When L is $> 7,500$ MW, then $f(L) = 10.00$;
Energy Charge = $(1.631¢ \text{ per kWh} * 10.00) + \text{ECCR} + \text{CCR} + \text{Fuel Cost Recovery}$

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DELIVERY VOLTAGE CREDIT:

When a customer takes a service under this rate at a delivered voltage above standard distribution secondary voltage, the maximum demand shall be subject to the following credits:

For Distribution Primary Delivery Voltage:	\$0.30 per kW of non-coincident demand
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ADDITIONAL CHARGES:

Gross Receipts Tax Factor:	See Sheet No. 6.105
Right of Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

MINIMUM BILL:

The minimum monthly bill shall be the Customer Charge. Where special equipment to serve the Customer is required, the Company may require a specified minimum charge.

TERMS OF PAYMENT:

Bills rendered hereunder are payable within the time limit specified on the bill at Company designated locations.

Rate Code

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TERMS OF CONTRACT:

Service under this experimental rate schedule shall be for a minimum period of one (1) year. Service under this rate schedule may be terminated, upon 60 days written notice by either the Company or the Customer. All termination notices will become effective on the annual anniversary date of the contract. After terminating service under this rate, the Customer may not return to this rate during the experimental period.

SPECIAL PROVISIONS:

1. Customers will be required to execute a Service Agreement which will include standard terms and conditions including the confidentiality of prices.
2. The Company may, under this experimental rate, provide additional tariff features which the customer may elect.
3. The Company will furnish service under this rate at a single voltage. Equipment to supply additional voltages or additional facilities for the use of the Customer shall be furnished and maintained by the Customer. The Customer may request the Company to furnish such additional equipment, and the Company, at its sole option, may furnish, install and maintain such additional equipment, charging the Customer for the use thereof at the rate of 1.67% per month of the installed cost of such additional equipment.
4. The Company shall not be required to accept customers on this experimental rate if the customer's participation in the experiment would: a) not be economically justified for the Company, or b) create undue redundancy within the experiment. Customers will be evaluated on a first-come, first-served basis. Customer participation is at the mutual agreement of the customer and the Company.
5. Service under this rate schedule shall commence with the first full billing period following the installation date of metering and all other required equipment. Billing shall be based on a calendar month.

EXHIBIT C

REVENUE NEUTRALITY WORKPAPERS

Revenue Neutrality Workpapers

MONTH	CUSTOMER KWH	SYSTEM LOAD LEVEL KWH	BASE DEMAND KW	ON-PEAK DEMAND KW	SYSTEM MONTHLY PEAK KW	NON- COINCIDENT PEAK KW	COINCIDENT PEAK KW	ON-PEAK KWH	OFF-PEAK KWH
JAN Total	122,920,302	2,765,709,000	213,783	198,774	8,834,000	213,783	171,401	30,572,542	92,347,760
FEB Total	112,863,815	2,468,837,000	214,405	198,996	8,235,000	214,405	174,349	28,059,507	84,804,308
MAR Total	120,668,398	2,557,633,000	216,871	202,363	6,786,000	216,871	164,780	28,736,897	91,931,501
APR Total	119,357,856	2,488,537,000	206,303	206,112	5,462,000	206,303	163,726	36,191,488	83,166,368
MAY Total	125,366,867	3,100,346,000	220,732	220,732	6,305,000	220,732	165,608	35,146,963	90,219,904
JUN Total	123,394,017	3,315,505,000	223,893	223,864	7,384,000	223,893	194,243	35,731,488	87,662,529
JUL Total	122,046,212	3,622,713,000	233,564	233,165	7,538,000	233,564	145,662	36,209,654	85,836,558
AUG Total	146,945,133	3,640,973,000	238,790	237,919	7,742,000	238,790	212,203	40,963,575	105,981,558
SEPT Total	144,237,790	3,405,431,000	245,042	243,947	7,363,000	245,042	202,357	41,697,607	102,540,183
OCT Total	145,248,246	2,834,413,000	247,241	247,241	6,025,000	247,241	217,355	45,582,653	99,665,593
NOV Total	119,729,275	2,526,602,000	229,965	213,143	6,091,000	229,965	161,202	26,016,579	93,712,696
DEC Total	114,980,103	2,688,212,000	211,431	196,572	7,409,000	211,431	141,958	27,751,060	87,229,043
Grand Total	1,517,758,014	35,414,911,000	2,702,020	2,622,828		2,702,020	2,114,844	412,660,013	1,105,098,001

TOTAL: 1,517,758,014

Customer kW Sum of hourly aggregate customer load
 System kW Sum of hourly system load
 Base Demand Sum of individual customer's maximum hourly demand during month.
 On-Peak Demand Sum of individual customer's maximum hourly demand during On-Peak period.
 Coincident Demand Sum of individual customer's demand at system's monthly maximum demand.
 NC Demand Same as Base Demand.

Revenue Neutrality Workpapers

GSDT-1

MONTH	NON-FUEL ENERGY		DEMAND		FUEL		ECCR & CCR	TOTAL REVENUE (\$)
	ON-PEAK	OFF-PEAK	BASE DEMAND	ON-PEAK	ON-PEAK	OFF-PEAK	COST	
	REVENUE (\$)	REVENUE (\$)		REVENUE (\$)	REVENUE (\$)	REVENUE (\$)	RECOVERY	
JAN Total	\$ 1,117,120 68	\$ 535,617 01	\$ 200,956 02	\$ 562,530 42	\$ 833,101 77	\$ 1,633,631 87	\$ 1,066,948 22	\$ 5,949,906 00
FEB Total	\$ 1,025,294 39	\$ 491,864 99	\$ 201,540 70	\$ 563,158 68	\$ 764,621 57	\$ 1,500,188 21	\$ 979,657 91	\$ 5,526,326 44
MAR Total	\$ 1,050,046 22	\$ 533,202 71	\$ 203,858 74	\$ 572,687 29	\$ 783,080 44	\$ 1,626,268 25	\$ 1,047,401 69	\$ 5,816,545 34
APR Total	\$ 1,322,436 97	\$ 482,364 93	\$ 193,924 82	\$ 583,296 96	\$ 986,218 05	\$ 1,471,213 05	\$ 1,036,026 19	\$ 6,075,480 97
MAY Total	\$ 1,284,270 03	\$ 523,275 44	\$ 207,488 08	\$ 624,671 56	\$ 957,754 74	\$ 1,595,990 10	\$ 1,088,184 41	\$ 6,281,500 06
JUN Total	\$ 1,305,628 57	\$ 508,442 67	\$ 210,459 42	\$ 633,535 12	\$ 973,683 05	\$ 1,550,750 14	\$ 1,071,060 07	\$ 6,253,500 03
JUL Total	\$ 1,323,100 76	\$ 497,852 04	\$ 219,550 16	\$ 659,856 95	\$ 986,713 07	\$ 1,518,448 71	\$ 1,059,361 12	\$ 6,264,882 81
AUG Total	\$ 1,496,809 03	\$ 614,693 04	\$ 224,462 60	\$ 673,310 77	\$ 1,116,257 42	\$ 1,874,813 76	\$ 1,275,483 75	\$ 7,275,830 37
SEPT Total	\$ 1,523,630 56	\$ 594,733 06	\$ 230,339 48	\$ 690,370 01	\$ 1,136,259 79	\$ 1,813,935 84	\$ 1,251,984 02	\$ 7,241,252 76
OCT Total	\$ 1,665,590 14	\$ 578,060 44	\$ 232,406 54	\$ 699,692 03	\$ 1,242,127 29	\$ 1,763,084 34	\$ 1,260,754 78	\$ 7,441,715 56
NOV Total	\$ 950,645 80	\$ 543,533 64	\$ 216,167 10	\$ 603,194 69	\$ 708,951 78	\$ 1,657,777 59	\$ 1,039,250 11	\$ 5,719,520 70
DEC Total	\$ 1,014,023 73	\$ 505,928 45	\$ 198,745 14	\$ 556,298 76	\$ 756,216 39	\$ 1,543,081 77	\$ 998,027 29	\$ 5,572,321 53
Grand Total	\$15,078,596 88	\$ 6,409,568 41	\$ 2,539,898 80	\$ 7,422,603 24	\$ 11,244,985 35	\$ 19,549,183 64	\$ 13,174,139 56	\$ 75,418,975 87
	TOTAL:	\$ 21,488,165 28	TOTAL:	\$ 9,962,502 04	TOTALS:	\$ 30,794,168 99	\$ 13,174,139 56	\$ 75,418,975 87

Revenue Neutrality Workpapers

SYSTEM MWH LOAD BLOCKS

<= 3,000 3,001 - 4,500 4,501 - 6,000 6,001 - 7,000 7,001 - 7,500 > 7,500 ALL

MONTH	CUSTOMER KWH	SYSTEM LOAD LEVEL KWH	SYSTEM MWH LOAD BLOCKS						TOTAL	NON-	COINCIDENT
			I	II	III	IV	V	VI		PEAK KW	PEAK KW
JAN Total	122,920,302	2,765,709,000	19,155,754	82,730,544	17,345,801	2,113,749	529,968	1,044,486	122,920,302	213,783	171,401
FEB Total	112,863,815	2,468,837,000	19,502,727	78,398,694	12,573,472	1,611,887	460,927	316,108	112,863,815	214,405	174,349
MAR Total	120,668,398	2,557,633,000	27,507,200	85,598,410	6,547,509	1,015,279	-	-	120,668,398	216,871	164,780
APR Total	119,357,856	2,488,537,000	32,710,770	70,226,136	16,420,950	-	-	-	119,357,856	206,303	163,728
MAY Total	125,366,867	3,100,346,000	28,224,702	38,435,093	51,438,453	7,268,619	-	-	125,366,867	220,732	165,608
JUN Total	123,394,017	3,315,505,000	13,861,611	43,436,842	41,600,740	20,560,676	3,934,148	-	123,394,017	223,893	143,443
JUL Total	122,046,212	3,622,713,000	6,543,388	40,220,371	45,339,533	26,804,289	2,992,969	145,662	122,046,212	233,564	143,662
AUG Total	146,945,133	3,640,973,000	1,828,298	60,637,537	47,996,238	22,016,071	13,024,985	1,442,004	146,945,133	238,790	212,203
SEPT Total	144,237,790	3,405,431,000	9,934,959	51,206,657	53,162,566	26,367,310	3,566,298	-	144,237,790	245,042	202,357
OCT Total	145,248,246	2,834,413,000	33,126,062	73,708,753	38,198,076	217,355	-	-	145,248,246	247,241	217,355
NOV Total	119,729,275	2,526,602,000	27,049,435	81,130,413	11,388,225	161,202	-	-	119,729,275	229,965	161,202
DEC Total	114,980,103	2,688,212,000	22,270,495	77,403,977	13,729,520	1,149,062	424,049	-	114,980,103	211,431	141,958
Grand Total	1,517,758,014	35,414,911,000	241,715,401	783,136,427	355,739,083	109,285,499	24,933,344	2,948,260	1,517,758,014	2,702,020	2,114,844
TOTAL:									1,517,758,014		
HOURS:			1,583	4,523	1,945	566	127	16	8,760		

Customer kW: Sum of hourly aggregate customer load.
 System kW: Sum of hourly system load.
 Base Demand: Sum of individual customer's maximum hourly demand during month.
 On-Peak Demand: Sum of individual customer's maximum hourly demand during On-Peak period.
 Coincident Demand: Sum of individual customer's demand at system's monthly maximum demand.
 NC Demand: Same as Base Demand.

Revenue Neutrality Workpapers

RTP-1

MONTH	NON-FUEL ENERGY	DEMAND		FUEL	ECCR & CCR	TOTAL REVENUE
	NON-FUEL REVENUE (\$)	NON-COINCIDENT DEMAND REVENUE (\$)	COINCIDENT DEMAND REVENUE (\$)	HOURLY FUEL REVENUE (\$)	COST RECOVERY REVENUE (\$)	TOTAL REVENUE (\$)
JAN Total	\$ 1,513,651.88	\$ 320,674.50	\$ 214,251.25	\$ 2,466,733.64	\$ 1,066,948.22	\$ 5,582,259.50
FEB Total	\$ 1,183,925.71	\$ 321,607.50	\$ 217,936.25	\$ 2,264,809.77	\$ 979,657.91	\$ 4,977,937.15
MAR Total	\$ 974,989.90	\$ 325,308.50	\$ 205,975.00	\$ 2,409,348.70	\$ 1,047,401.69	\$ 4,963,021.79
APR Total	\$ 1,091,050.85	\$ 309,454.50	\$ 204,657.50	\$ 2,457,431.10	\$ 1,036,026.19	\$ 5,098,620.14
MAY Total	\$ 2,181,253.70	\$ 331,098.00	\$ 207,010.00	\$ 2,553,744.84	\$ 1,088,184.41	\$ 6,361,290.95
JUN Total	\$ 2,888,757.16	\$ 335,839.50	\$ 242,803.75	\$ 2,524,433.19	\$ 1,071,060.07	\$ 7,062,893.66
JUL Total	\$ 1,209,970.35	\$ 350,346.00	\$ 182,077.50	\$ 2,505,161.78	\$ 1,059,361.12	\$ 7,306,916.75
AUG Total	\$ 4,238,779.30	\$ 358,185.00	\$ 265,253.75	\$ 2,991,071.18	\$ 1,275,483.75	\$ 9,128,772.98
SEPT Total	\$ 3,529,419.70	\$ 367,563.00	\$ 252,946.25	\$ 2,950,195.63	\$ 1,251,984.02	\$ 8,352,108.60
OCT Total	\$ 1,752,084.17	\$ 370,861.50	\$ 271,693.75	\$ 3,005,211.63	\$ 1,260,754.78	\$ 6,660,605.83
NOV Total	\$ 1,034,414.79	\$ 344,947.50	\$ 201,502.50	\$ 2,366,729.37	\$ 1,039,250.11	\$ 4,986,844.27
DEC Total	\$ 1,146,191.17	\$ 317,146.50	\$ 177,447.50	\$ 2,299,298.16	\$ 998,027.29	\$ 4,938,110.62
Grand Total	\$ 24,754,488.68	\$ 4,053,030.00	\$ 2,643,555.00	\$ 30,794,168.99	\$ 13,174,139.56	\$ 75,419,382.23
						\$ 406.36
TOTAL:	\$ 24,754,488.68	TOTAL:	\$ 6,696,585.00 \$ (3,265,917.04)	\$ 30,794,168.99 \$ -	\$ 13,174,139.56	\$ 75,419,382.23
					GSDT \$ Neutrality	\$ 75,418,975.87
					Non-Fuel Energy	\$ 24,754,082.32
					Cents/kWh	\$ 0.01631

Revenue Neutrality Workpapers

	SYSTEM MW LOAD BLOCKS						TOTAL
	<= 3,000	3,001 - 4,500	4,501 - 6,000	6,01 - 7,000	7,001 - 7,500	> 7,500	
	I	II	III	IV	V	VI	
Sys. MWH Load:	241,715,401	783,136,427	355,739,083	109,285,499	24,933,344	2,948,260	1,517,758,014
Factor:	10%	50%	175%	300%	500%	1000%	
Base Energy Charge \$	0.01631	0.01631	0.01631	0.01631	0.01631	0.01631	
Non-Fuel Revenue: \$	394,229.05	6,345,462.89	10,153,456.82	5,347,220.47	2,033,268.95	480,850.50	\$ 24,754,488.68
GSDT Non-Fuel Revenue:							\$ 24,754,082.32
Difference							\$ 406.36

FLORIDA POWER CORPORATION
RATE COMPARISON OF CUSTOMER'S CURRENT RATE TO RTP RATE

Account Name: **GSDT-1 1MW CUSTOMERS**
 DBA:
 Account No.
 Rate:
 ID#:

	<u>Base Kw</u>	<u>On-Peak KW</u>	<u>Total kWh</u>	<u>On-Peak kWh</u>	<u>Off-Peak kWh</u>	<u>Coincident Demand</u>
1996						
JAN	213,783	198,774	122,920,302	30,572,542	92,347,760	171,401
FEB	214,405	198,990	112,863,815	28,059,507	84,804,308	174,349
MAR	216,871	202,363	120,668,398	28,736,897	91,931,501	164,780
APR	206,303	206,112	119,357,856	36,191,488	83,166,368	163,726
MAY	220,732	220,732	125,366,867	35,146,463	90,219,904	165,608
JUN	223,893	223,864	123,394,017	35,731,488	87,662,529	194,243
JUL	233,564	233,165	122,046,212	36,209,654	85,836,558	145,662
AUG	238,790	237,919	146,945,133	40,963,575	105,981,558	212,203
SEP	245,042	243,947	144,237,790	41,697,607	102,540,183	202,357
OCT	247,241	247,241	145,248,246	45,582,653	99,665,593	217,355
NOV	229,965	213,143	119,729,275	26,016,579	93,712,696	161,202
DEC	211,431	196,572	114,980,103	27,751,060	87,229,043	141,958
TOTAL	2,702,020	2,622,828	1,517,758,014	412,660,013	1,105,098,001	2,114,844

LOAD FACTOR: 76.95%

	<u>GSDT-1 PRICE</u>	<u>RTP-1 PRICE</u>	<u>RTP-1 SAVINGS</u>
	<u>(1)</u>	<u>(2)</u>	<u>(1) - (2)</u>
1996			
JAN	\$ 5,949,906	\$ 5,582,259	\$ 367,646
FEB	\$ 5,526,326	\$ 4,977,937	\$ 548,389
MAR	\$ 5,816,545	\$ 4,963,022	\$ 853,524
APR	\$ 6,075,481	\$ 5,098,620	\$ 976,861
MAY	\$ 6,281,634	\$ 6,361,291	\$ (79,657)
JUN	\$ 6,253,559	\$ 7,062,894	\$ (809,335)
JUL	\$ 6,264,883	\$ 7,306,917	\$ (1,042,034)
AUG	\$ 7,275,830	\$ 9,128,773	\$ (1,852,943)
SEP	\$ 7,241,253	\$ 8,352,109	\$ (1,110,856)
OCT	\$ 7,441,716	\$ 6,660,606	\$ 781,110
NOV	\$ 5,719,521	\$ 4,986,844	\$ 732,676
DEC	\$ 5,572,322	\$ 4,938,111	\$ 634,211
	\$ 75,418,976	\$ 75,419,382	\$ (406)

GSTD-1 PRICE	\$ 75,418,976
RTP PRICE	\$ 75,419,382
DIFFERENCE	\$ (406)
<i>(RTP HIGHER)</i>	(0.00%)

EXHIBIT D

RTP SERVICE AGREEMENT

REAL TIME PRICING SERVICE AGREEMENT

This Service Agreement, (hereinafter referred to as Agreement), is entered into this _____ day of _____, 199____, by and between _____ (hereinafter referred to as the "Customer"), located at _____ in _____, Florida, and Florida Power Corporation, a Florida corporation, with offices at 3201 34th Street South, St. Petersburg, FL 33711 (hereinafter referred to as "FPC").

In consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

FPC Agrees:

1. To furnish electric service subject to the terms and conditions of FPC's Real Time Pricing Schedule (RTP-1) as currently approved or as may be modified from time to time by the Florida Public Service Commission (the "Commission"). A copy of FPC's presently approved Schedule RTP-1 is attached.
2. To provide the Customer with an analysis of their past usage (up to 12 months) applied to FPC's annual forecasted incremental costs.
3. To provide the Customer with Calendar Month billing.

The Customer Agrees:

1. To participate in FPC's real time pricing demonstration subject to the Terms and Conditions of Schedule RTP-1.
2. To notify FPC by 5:00 p.m. Eastern Time on the day of scheduled communication if the prices are not received by 4:00 p.m. Eastern Time. The Customer's failure to notify FPC of non-receipt of the prices will not prevent their use for billing purposes.

It is Mutually Agreed That:

1. On an annualized basis, the Customer's bill under Schedule RTP-1 shall not exceed an amount equal to that which the Customer would have paid under the rate schedule the Customer was on prior to joining the demonstration.
2. If FPC determines that the Customer's participation in the real time pricing demonstration will require the installation by FPC of additional facilities beyond those which would otherwise be required for service to the Customer, service under Schedule RTP-1 will not commence prior to the installation of such facilities.

3. In the event that Schedule RTP-1 is for any reason no longer filed with, and approved by, the Commission, or if Schedule RTP-1 is terminated for any reason by the Commission or the Company, this Agreement shall automatically terminate.
4. If there is a change in the legal identity of the Customer receiving service under Schedule RTP-1, service under this schedule will automatically terminate upon notice to FPC of the change in the legal identity of the Customer, unless the Customer, under its new legal identity, and FPC execute a new Real Time Pricing Service Agreement.
5. This Agreement is subject to FPC's "General Rules and Regulations for Electric Service" and the Rules of the Commission.
6. This Agreement supersedes all previous agreements and representations, either written or oral, made between FPC and the Customer with respect to matters herein contained. Any modification(s) of this Agreement must be approved in writing by FPC and also approved by the Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

CUSTOMER

FLORIDA POWER CORPORATION

Customer (Name of organization)

By: _____
Signature of Authorized Representative

By: _____
Signature of Authorized Representative

Title

Title

11/14/2010 10:10 AM