

In connection with the February, 1991 fuel adjustment proceedings in Docket No. 910001-EI, Public Counsel contested Florida Power Corporation's (FPC) recovery of the fuel costs associated with two unplanned outages that occurred at the Crystal River Unit 3 generating facility. The first outage occurred from August through October of 1989 and was caused by the failure of a seawater pump. The second outage occurred in October of 1990 and was caused by a lubricating oil leak.

A hearing on recovery of the fuel costs associated with the outages was held on February 12 and 13, 1992, and on May 5, 1992, the Commission issued Order No. PSC-92-0289-FOF-EI approving FPC's recovery of the fuel costs associated with both outages.

On May 20, 1992, Public Counsel moved for reconsideration of Order No. PSC-92-0289-FOF-EI. On June 1, 1992, the day FPC's response to the motion for reconsideration was due, FPC filed a motion for extension of time to file its response to June 8, 1992.

FPC represented in its motion that Public Counsel has no objection to the extension of time. Also, the six day extension will not interfere with any previously scheduled dates for reconsideration. The motion for extension of time is therefore granted.

By ORDER of Betty Easley, Commissioner and Prehearing Officer,
this 3rd day of JUNE, 1992.



BETTY EASLEY, Commissioner and
Prehearing Officer

(S E A L)

MCB:bmi

DOCUMENT NUMBER-DATE

05738 JUN-3 1992

FPSC-RECORDS/REPORTING

**SERVICE SCHEDULE D
LONG-TERM INTERCHANGE SERVICE**

IT IS AGREED this Service Schedule D will be effective under, and part of, the Agreement for Interchange Service dated February 15, 1983, between TAMPA ELECTRIC COMPANY and SEMINOLE ELECTRIC COOPERATIVE, INC. hereinafter referred to as the AGREEMENT.

SECTION D.1 - Term: The term of this Service Schedule D shall commence on February 21, 1992, and shall continue in effect for the term stipulated in SECTION 1.1 of the AGREEMENT, provided, however, that the term of this Service Schedule shall not be for a period less than the term of any Letter of Commitment hereunder.

SECTION D.1 - Long-Term Interchange Service: Long-Term Interchange Service shall mean that quantity of capacity and/or energy supplied by one party (Seller) to the other party (Buyer) in accordance with a specific negotiated commitment set forth in a Letter of Commitment. The Buyer will provide the Seller during the commitment period, an advance daily forecast of capacity and accompanying energy to be delivered. It is understood that any reserve requirement associated with this long-term delivery shall be the responsibility of the Buyer. The Buyer shall make a reasonable effort to conform to the forecast and notify the Seller, as soon as possible, of any revisions. The forecast will be coordinated by 1500 hours of the date prior to the day capacity and energy are needed. On the delivery date, Seller will have 30 minutes to initiate scheduled amounts within the forecast period or lose the daily demand charge. The Seller shall exert reasonable efforts to conform to the Buyer's daily forecast, up to the amount of the Long-Term Interchange Service commitment set forth in the Letter of Commitment, from all normally available generating resources not previously otherwise committed, to the extent that adequate transmission capacity is available in system interconnections and in affected internal transmission after allowing for its prior obligations to supply capacity and/or energy. If the Buyer does not purchase the energy scheduled for a given day, any actual additional costs incurred by the Seller in having the scheduled capacity available shall, at the option of the Seller, be paid for by the Buyer.

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determine its needs for and availability of long-term interchanges service from time to time and may request the other party to provide such service. To the extent that such service is requested by one party and is desired to be made available by the other party in such other party's sole discretion, a commitment shall be made between the parties hereto for such service. Each Long-Term Interchange Service commitment shall not exceed a term of thirty-six (36) months nor be less than a term of twelve (12) months unless otherwise mutually agreed to by the parties. Any such commitment shall be evidenced by duplicate copies of a Letter of Commitment from the Seller to the Buyer and signed by the Seller, which documents shall provide appropriate space thereon for acceptance by the Buyer and which the Buyer may accept by signing the Letter of Commitment in duplicate within thirty (30) days as evidence of such acceptance and returning one copy thereof to the Seller. In the event of any inconsistency between the terms and conditions of any Letter of Commitment and the terms and conditions of this Service Schedule or the AGREEMENT, the terms and conditions of the Letter of Commitment shall control. Pursuant to this SECTION D.3, the provision of any Letter of Commitment entered into that contemplates a sale of capacity and/or energy between TAMPA ELECTRIC COMPANY and SEMINOLE shall be subject to the regulatory authority of the Federal Energy Regulatory Commission, and subject to the approval of the Administrator of the Rural Electrification Administration.

SECTION D.4 - Payment for Long-Term Interchange Services For long-term Interchange Service made available from one party to the other, the Buyer shall pay to the Seller each month an amount for capacity and/or energy computed at the following monthly charges:

D.4.1 - Capacity: The capacity charge shall be negotiated for each Long-Term Interchange Service commitment and such charge shall be set forth in the Letter of Commitment referred to in SECTION D.3.

D.4.2 - Energy: The energy charge shall be negotiated for each Long-Term Interchange Service commitment and such charge shall be set forth in the Letter of Commitment referred to in SECTION D.3.

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D are subject to the regulatory authority of the Federal Energy Regulatory Commission (FERC) or its successor and acceptance for filing by the FERC shall be prerequisite to its validity. The provisions of this Service Schedule D are also subject to the approval of the Administrator of the Rural Electrification Administration.

IN WITNESS WHEREOF, the parties hereto have caused this SERVICE SCHEDULE D to be executed by their duly authorized officers, and copies delivered to each party, as of December 18, 1991.

ATTEST:

TAMPA ELECTRIC COMPANY

By: *[Signature]*

Secretary

By: *[Signature]*

Vice President
Energy Resources Planning

ATTEST:

SEMINOLE ELECTRIC COOPERATIVE, INC.

By: *[Signature]*

Asst. Secretary

By: *[Signature]*

Executive Vice President and
General Manager

WP 3280 .001
12/20/91

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DEC 19 '91 10:34 PRECO-CENTRAL 813-773-4116

TOTAL P.22

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.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.038(2), Florida Administrative Code, if issued by a Prehearing Officer; (2) reconsideration within 15 days pursuant to Rule 25-22.060, Florida Administrative Code, if issued by the Commission; or (3) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Director, Division of Records and Reporting, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.