

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Proposed implementation) DOCKET NO. 920170-EC
of General Service Demand Time-) ORDER NO. PSC-92-0121-FOF-EC
of-Use Industrial Interruptible) ISSUED: 3/30/92
Service Rate Schedule by Peace)
River Electric Cooperative, Inc.)

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 APPROVING TARIFF

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are adversely affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

Peace River Electric Cooperative, Inc. (Peace River) submitted this rate schedule (Attachment A) in response to a territorial uncertainty involving IMC Fertilizer (IMC), which operates a large phosphate mining operation currently provided service by Tampa Electric Company, Inc. (TECO). The phosphate mining facilities are to be relocated to a geographic area currently assigned by territorial agreements to Peace River for provision of retail service. Peace River does not currently offer an interruptible service rate schedule.

Presently IMC's dragline and associated mobile facilities which would move into Manatee County are served on TECO's IST-1 rate schedule. The rates and charges on Peace River's proposed Interruptible Service rate schedule on which these facilities of IMC would take service while located in Manatee County are the greater of (i) TECO's IST-1 rate schedule (including credits from TECO's Mobile Facility Adjustment Rider) or (ii) TECO's incremental fuel costs in dollars per megawatt hour plus ten percent.

Peace River's Interruptible Service rate schedule would be available only for those loads for which it could obtain an appropriate source of interruptible power. This limitation is appropriate because Seminole, from whom Peace River currently buys all its power needs, does not offer interruptible service.

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While not before the Commission for approval in this docket, an understanding of how Peace River expects to obtain (at least initially) the power to serve this customer is appropriate. TECO will sell sufficient power to Seminole Electric Cooperative, Inc. (Seminole) to meet the needs of IMC. Seminole will then resell the power to Peace River. The customer will be served by existing facilities, except for those to be constructed by IMC on its own property. The wholesale rate TECO will charge Seminole for nonfirm service is such that both Seminole and Peace River can make a small profit on the transaction. We find that the proposed Interruptible Service tariff should be approved because Peace River will generate additional revenue without any expense other than for billing, thus benefiting the general body of ratepayers.

Based on the foregoing, it is

ORDERED that General Service Demand Time-of-Use rate schedule filed by Peace River Electric Cooperative, Inc. is approved. It is further

ORDERED that this docket shall be CLOSED if no protest is filed within the time limit stated in the Notice of Further Proceedings and Judicial Review.

By ORDER of the Florida Public Service Commission, this 30th day of March, 1992.

STEVE TRIBBLE, Director
Division of Records and Reporting

(S E A L)

RVE

by: Kay Flynn
Chief, Bureau of Records

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 April 20, 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 sewer 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.

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Peace River Electric Cooperative, Inc.

GENERAL SERVICE - DEMAND
TIME-OF-USE INDUSTRIAL INTERRUPTIBLE SERVICE

RATE GS-INT

AVAILABILITY: Availability limited to those loads where the Cooperative can obtain an appropriate source of interruptible service. Capacity and energy available under the same priority basis as that received by customers receiving service under Tampa Electric's IST-1 Rate Schedule. "Special Purchases" as provided in said Rate Schedule will be made on the same basis as would be made if the customer were taking service directly on said schedule. If Tampa Electric's Rate Schedule IST-1 is amended or replaced, then said service priority basis shall, if necessary, be modified to comport to such amended or replacement schedule. Capacity is limited to fifty megawatts (50MW) per hour.

APPLICABILITY: Applicable to the members of the Cooperative for the purchase of interruptible service where the total measured demand is 500 KW or more and where service may be interrupted. Resale is not permitted.

CHARACTER OF SERVICE: Three phase primary voltage or higher, 60 hertz; subject to immediate and total interruption whenever any portion of such energy is not available to the Cooperative for resale.

RATE: Rates and Charges for services rendered each month shall be equal to the greater of (i) amounts calculated by applying the customer's monthly billing determinants (kW, kVAR, kWh, and number of points of delivery) to Tampa Electric's then applicable Rate Schedule IST-1 (with Schedule MFI as applicable) or any successor schedule, excluding gross receipts taxes factors imposed by Tampa Electric on said retail rate schedule, but including gross receipts taxes incurred by Peace River and additional costs incurred by Peace River related to "Special Purchases" made by Tampa Electric in order to mitigate the number of service interruptions, or (ii) Tampa Electric's incremental fuel costs in \$/MWH (equal to the hourly system incremental fuel expense adjusted for losses utilizing the transmission loss percentage filed by Tampa Electric with the Federal Energy Regulatory Commission each year) plus ten percent (10%). If Tampa Electric's Rate Schedule IST-1 is amended or replaced, then the calculation shown in (i) above shall utilize such amended or replacement schedule. Capacity charges shall be calculated using the 30-minute kilowatt demand on each of the delivery points

(Continued on Sheet No. 10.1)

Issued by: Richard Maenpaa,
Manager

Effective Date: See "EFFECTIVE
DATE", Sheet No. 10.1

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GENERAL SERVICE - DEMAND
TIME-OF-USE INDUSTRIAL INTERRUPTIBLE SERVICE

RATE GS-INT

(Continued from Sheet 10.0)

EFFECTIVE DATE: The Effective Date of this Rate Schedule shall be the later of: (a) February 21, 1992; (b) the date that installation of the metering equipment referred to in "METERING" is completed; (c) the date of the Florida Public Service Commission's (FPSC's) final order in Docket No. 910811-EU; or (d) the date of any other final regulatory approval(s), including Rural Electric Administration (REA) approval, that is necessary for Seminole Electric Cooperative, Inc. (Seminole) to purchase and resell capacity and energy delivered by Tampa Electric to supply IMC's needs hereunder, or for Peace River to resell such power at retail. Service under this rate schedule shall continue in effect for so long as Peace River is able to obtain an interruptible source of power supply from Seminole Electric Cooperative, Inc.

MONTHLY BILLINGS: Each month, Peace River shall provide the customer with an invoice for service rendered during the preceding month. Each monthly invoice will include a statement of the energy delivered and the 30-minute kilowatt capacity as described in "RATES" above, and an itemized calculation of the applicable charges for such service, with any adjustment. The MFI Rate Schedule credit for any given month, if applicable, shall be applied to the next following month's invoice. The initial invoice for any given month will be calculated in accordance with "RATES" above, regardless of whether any of the energy delivered during that month was provided from a "Special Purchase" as "AVAILABILITY" above. If energy was delivered from such a "Special Purchase", adjustment for any estimated cost of the "Special Purchase" that was not covered by the amount billed in the initial invoice shall be first made, as an estimate, to the next following month's invoice, with a true-up adjustment applied to the month's invoice immediately following receipt by the Cooperative of the actual costs of the "Special Purchase(s)".

PAYMENT OF BILLS: Bills for electric power and energy furnished under this rate shall be paid for at the Cooperative's Wauchula office within twenty-one (21) days after the bill is mailed. Bills not paid within twenty-eight (28) days shall be deemed delinquent and shall accrue interest daily at the rate of one percent (1%) per month.

PATRONAGE CAPITAL ALLOCATION: Revenues associated with capacity, energy and metering points supplied under this rate will not be

(Continued on Sheet No. 10.2)

Issued by: Richard Maenpaa,
Manager

Effective Date: See "EFFECTIVE
DATE", Sheet No. 10.1

Peace River Electric Cooperative, Inc.

GENERAL SERVICE - DEMAND
TIME-OF-USE INDUSTRIAL INTERRUPTIBLE SERVICE

RATE GS-INT

(Continued from Sheet No. 10.1)

considered in determining the allocation of the Cooperative's total patronage capital, excluding any patronage capital derived from service provided under this rate. Any patronage capital derived from service provided under this rate will be specifically allocated to the customer.

METERING: For the purposes of this rate schedule, Tampa Electric Company shall construct, own, and maintain equipment for the sub-metering of service at the point(s) of delivery. The customer may request special meter readings and/or meter testings. Should there be any disagreement as to the correctness of the readings or the accuracy of the metering equipment, tests will be conducted by a mutually acceptable third party. Metering equipment is considered accurate if calibration is within a deadband of plus or minus two percent (2%) of accuracy. If the metering equipment is found to be outside of the acceptable range of accuracy, an adjustment shall be made for the period of known inaccuracy. If the outcome of the special reading and/or test does not compel an adjustment as provided for above, any out-of-pocket costs and fees associated with the reading and/or test will be borne by the customer.

Issued by: Richard Maenpaa,
Manager

Effective Date: See "EFFECTIVE
DATE", Sheet No. 10.1