

Steel Hector & Davis

Tallahassee, Florida

Charles A. Guyton
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January 31, 1995

By Hand Delivery

Blanca S. Bayó, Director
Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399

**Re: Approval of Demand Side Management Plan
Docket No. 941170-EG**

Dear Ms. Bayó:

Enclosed for filing on behalf of Florida Power & Light Company ("FPL") in Docket No. 941170-EG are the original and fifteen (15) copies of the Petition For Approval Of Modifications To Florida Power & Light Company's Demand Side Management Plan, the Demand Side Management Plan of Florida Power & Light Company Plan Document, and the Demand Side Management Plan of Florida Power & Light Company Plan Appendix A.

Attached as Appendices A and B to FPL's petition are the new and revised rate schedules necessary to implement the modifications to FPL's DSM Plan. These rate schedules are for General Service Load Control ("GSLC") and Commercial Industrial Load Control ("CILC"), and the following tariff sheets are being filed:

Original Sheet No. 8.109
Original Sheet No. 8.110
Fifth Revised Sheet No. 8.650
Sixth Revised Sheet No. 8.651
Second Revised Sheet No. 8.652
Second Revised Sheet No. 8.653
First Revised Sheet No. 8.654
First Revised Sheet No. 8.655
Original Sheet No. 8.656
Original Sheet No. 8.657
Original Sheet No. 8.658
Original Sheet No. 8.659
Second Revised Sheet No. 9.490
Second Revised Sheet No. 9.491
First Revised Sheet No. 9.492

RECEIVED & FILED

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DOCUMENT NUMBER-DATE
01190 JAN 31 85
FPSC-RECORDS/REPORTING

DOCUMENT NUMBER-DATE
01189 JAN 31 85
FPSC-RECORDS/REPORTING

Blanca S. Bayó, Director
Records and Reporting
Florida Public Service Commission
January 31, 1995 - Page Two

The changes to the CILC rate will not change the typical bill, and the GSLC rate is a new rate. The estimated number of customers and the estimated gross decrease in annual revenues for these rates are shown in the Plan Document or on their respective cost-effectiveness analyses in the Plan Appendix A.

A description of the service offered under each rate schedule and the justification and supporting documentation for the changes to CILC are in the Plan Document. The tariff sheets in final form are in Appendix A to the petition. The CILC sheets in legislative format are in Appendix B to the petition.

If you or your Staff have any questions regarding this transmittal, please contact me.

Very truly yours,



Charles A. Guyton

CAG/sh
encs.
cc: All Parties of Record

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of (1) the Petition For Approval Of Modifications To Florida Power & Light Company's Demand Side Management Plan, (2) the Demand Side Management Plan of Florida Power & Light Company Plan Document, and (3) the Demand Side Management Plan of Florida Power & Light Company Plan Appendix A, were served by Hand Delivery (when indicated with an *) or mailed this 31st day of January, 1995 to the following:

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Charles A. Guyton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL
FILE COPY

In re: Petition for Approval of)
Modifications to Florida Power &)
Light Company's Demand Side)
Management Plan)

Docket No. 941170-EG

Filed: January 31, 1995

**PETITION FOR APPROVAL OF MODIFICATIONS
TO FLORIDA POWER & LIGHT COMPANY'S
DEMAND SIDE MANAGEMENT PLAN**

Florida Power & Light Company ("FPL"), pursuant to Sections 366.82 and 366.06(1), Florida Statutes (1993), and Florida Administrative Code Rules 25-17.0021 and 25-6.033, hereby petitions the Florida Public Service Commission ("Commission") (1) to approve Florida Power & Light Company's Demand Side Management Plan, which is being filed with this petition, (2) to authorize FPL to recover through its Energy Conservation Cost Recovery ("ECCR") clause reasonable and prudent expenditures associated with its cogeneration activities and the implementation of FPL's Demand Side Management Plan, and (3) to approve the tariff sheets attached hereto as Appendices A and B, which are necessary to implement FPL's demand side management programs that involve rate schedules. In support of this petition FPL states:

Introduction

1. FPL's address is 9250 West Flagler Street, Miami, Florida 33174. Correspondence, notices, orders, motions and other documents concerning this petition should be sent to:

DOCUMENT NUMBER-DATE

01189 JAN 31 89

FPSC-RECORDS/REPORTING

Matthew M. Childs, P.A.
Charles A. Guyton
Steel Hector & Davis
215 S. Monroe St., #601
Tallahassee, Florida 32301

William G. Walker
Vice President, Regulatory Affairs
Florida Power & Light Company
9250 West Flagler Street
Miami, Florida 33174

2. FPL is an investor-owned electric utility regulated by the Commission pursuant to Chapter 366, Florida Statutes. FPL is subject to the Florida Energy Efficiency Conservation Act ("FEECA"), and its ECCR clause is subject to the Commission's jurisdiction. Pursuant to FEECA and Commission rules implementing FEECA, FPL is required to file a demand side management ("DSM") plan for Commission approval and is entitled to seek recovery of associated expenditures. FPL currently has a Commission-approved DSM plan, but the Commission recently approved new conservation goals for FPL. Under Commission rules implementing FEECA, FPL must file a plan designed to achieve these goals. FPL has a substantial interest in whether the Commission approves FPL's DSM plan modifications, authorizes cost recovery for plan implementation expenditures and approves the tariff sheets necessary to implement FPL's DSM plan modifications.

FPL's Current DSM Plan

3. FPL's current DSM Plan, FPL's Demand Side Management Plan for the 90's, was initially approved by the Commission in 1990.¹ It has been extensively supplemented with DSM program and research project approvals and modifications. As it is currently configured, FPL's

¹ FPL petitioned for plan approval in February 1990, amending its filing in June 1990. The Commission issued a PAA Order, Order No. 23560, in October 1990 approving most of FPL's proposed plan, subject to protest. After receiving limited protests, the Commission issued Order No. 23667 making Order No. 23560's approval of FPL's DSM plan final except as to discontinuance of incentive payments for solar water heating.

DSM Plan contains seven (7) Residential conservation programs,² eleven (11) Commercial/Industrial conservation programs,³ one (1) research and development conservation program,⁴ and four (4) research projects.⁵ FPL is also authorized to recover through its ECCR the costs associated with negotiating and administering contracts with cogenerators. Through its conservation programs FPL offers a wide array of conservation measures and audit services to its customers, and through its research efforts FPL has performed extensive DSM research.

FPL's Proposed DSM Plan

4. FPL's proposed DSM Plan, which is described in detail in the Plan Document and supporting Plan Appendix A, being filed with this Petition, will continue most of FPL's conservation offerings with modifications. It also includes several new programs and research projects. An overview of FPL's DSM Plan may be found in Section I of the Plan Document.

² FPL's conservation programs currently available to its Residential customers are: Residential Conservation Service (an audit program), Conservation Window Treatment, Residential Ceiling Insulation, Conservation Water Heating, On Call (Residential Load Control), High-Efficiency Residential HVAC, and Conservation H.E.L.P.

³ FPL's conservation programs currently available to its Commercial/Industrial customers are: C/I Efficient Lighting, C/I Load Control, C/I Water Cooled Chiller Replacement, C/I Thermal Energy Storage, C/I High Efficiency Split Package DX A/C, C/I Air-Cooled Chiller Efficiency Enhancement, C/I Business Custom Incentives, C/I Off Peak Battery Charging, C/I Efficient Motors, Business Energy Evaluation and Business Energy Evaluation - New Construction.

⁴ Conservation Research and Development Program.

⁵ FPL currently approved research projects are: New Home Construction Research Project, Residential Thermal Energy Storage Research Project, C/I Hot Water Storage Research Project, and C/I Dehumidification Research Project.

5. The tariff sheet changes and additions necessary to implement FPL's DSM Plan for which FPL seeks Commission approval are attached in Appendix A (final format) and Appendix B (legislative format).

6. FPL's DSM Plan is designed to meet the conservation goals approved for FPL by the Commission in Order No. PSC-94-1313-FOF-EG. The proposed programs in FPL's DSM Plan fully implement all the currently known Achievable Potential under the Rate Impact Measure ("RIM") and Participants tests through 2003, and the Plan relies, in part, upon potential from research efforts to achieve goals for the years 2001 through 2003.

7. FPL's DSM Plan will achieve the goals set forth in the FEECA and Florida Administrative Code Rule 25-17.001. FPL's DSM Plan will cost-effectively reduce the growth rate of weather-sensitive peak demand, reduce and control the growth rate of energy consumption, increase the conservation of expensive resources and increase the efficiency of the electrical system.

8. FPL's DSM Plan is cost-effective. In Appendix A to the Plan Document, FPL has shown, using the Commission's cost-effectiveness methodology, the cost-effectiveness of each of the proposed programs for which cost-effectiveness can be meaningfully calculated.

9. FPL's DSM Plan is reasonably monitorable. FPL's monitoring efforts for each of its DSM programs and research projects are set forth in the detailed program and project summaries in FPL's Plan Document.

10. FPL is not aware of any disputed issues of material facts. FPL's proposed DSM Plan, which is set forth in the contemporaneously filed Plan Document and Plan Appendix A, should be approved; the Commission should authorize recovery of the reasonable and prudent expenditures associated with FPL's cogeneration activities and DSM Plan through FPL's ECCR clause; and the

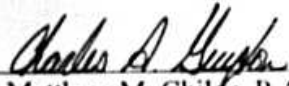
Commission should approve the tariff sheets attached as **Appendices A and B**. The statutes and rules which entitle FPL to relief are Sections 366.82(2), 366.06(1), Florida Statutes (1993), and Florida Administrative Code Rules 25-17.0021 and 25-6.033.

WHEREFORE, FPL respectfully requests that the Commission: (1) approve FPL's modified DSM Plan, a copy of which is filed with this petition, (2) authorize FPL to recover through its ECCR clause reasonable and prudent expenditures associated with cogeneration activities and the implementation of FPL's DSM Plan, (3) approve the tariff sheets attached as Appendices A and B, and (4) grant such other relief as may be appropriate.

Respectfully submitted,

STEEL HECTOR & DAVIS
215 South Monroe Street
Suite 601
Tallahassee, Florida 32301
(904) 222-2300

Attorneys for Florida
Power & Light Company

By: 
Matthew M. Childs, P.A.
Charles A. Guyton

APPENDIX A

GENERAL SERVICE LOAD MANAGEMENT PROGRAM
(FPL "BUSINESS ON CALL" PROGRAM)

SCHEDULE: GSL

AVAILABLE:

Available only within the geographic areas served by the Company's Load Management system.

APPLICATION:

To customers receiving service under Rate Schedule GS-1 who elect to participate in this program, who utilize direct expansion central electric air conditioning and have operating hours that include 3 p.m. to 5 p.m., a minimum of four weekdays per week.

SERVICE:

The same as specified in Rate Schedule GS-1.

LIMITATION OF SERVICE:

The same as specified in Rate Schedule GS-1. Central electric air conditioning equipment shall be interrupted at the option of the Company by means of load management equipment installed on the Customer's premises.

MONTHLY CREDIT:

Customers receiving service under this schedule will receive a credit on the monthly bill as follows:

<u>DEVICE</u>	<u>APPLICABILITY</u>	<u>CREDIT</u>
Central electric air conditioning	April - October	\$2 per ton of air conditioning

The total monthly credit shall not exceed 40 percent of the Rate Schedule GS-1 non-fuel energy charge actually incurred for the month and no credit will be applied to reduce the minimum bill specified on Rate Schedule GS-1.

The air conditioning tonnage will be calculated by dividing the name plate BTU rating by 12,000 BTUs per ton. The tonnage will then be rounded to the nearest half-ton to calculate the monthly credit amount.

INTERRUPTION SCHEDULE:

The Customer's participating central electric air conditioning equipment will be interrupted only during the following period, except under emergency conditions:

April 1 through October 31: 2 p.m. to 10 p.m.

Central electric air conditioning equipment may be interrupted an accumulated total of 15 minutes during any 30-minute period with a cumulative interruption time of up to 180 minutes per day.

The limitations on interruptions of central electric air conditioning equipment shall not apply during emergencies on the Company's system or to interruptions caused by force majeure or other causes beyond the control of the Company.

(Continued on Sheet No. 8.110)

(Continued from Sheet No. 8.109)

TERM OF SERVICE:

A Customer may discontinue service under this schedule by giving the Company seven (7) day's advance notice. If the Customer requests to be removed from participation in the program, the Customer will be ineligible to participate again in the program for one year (12 months) from the time participation ended.

SPECIAL PROVISIONS:

1. The Company shall not be required to install load management equipment if the installation cannot be economically justified for reasons such as: excessive installation costs, oversized/undersized cooling equipment or abnormal utilization of equipment, including limited occupancy locations, or poorly maintained equipment.
2. Billing under this schedule will commence upon the installation and inspection of the load management equipment.
3. Multiple units of central air conditioning equipment must all be connected with load management equipment to qualify for credit. In such circumstances, total tons of cooling equipment will be used to determine the total credit.
4. Installation of the load management equipment in the Customer's facility is to be the sole responsibility of a licensed, independent contractor. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of the interruption or restoration of electric service pursuant to the terms of this schedule.
5. If the Company determines that the Customer no longer uses the appliance(s) signed up for program participation, the Company has the right to discontinue service under this schedule.
6. The Customer shall give the Company and the licensed, independent contractor reasonable access for installing, maintaining, testing and removing the Company's load management equipment, and for verifying that the equipment effectively controls the Customer's appliance(s) as intended by this schedule.
7. If the Company determines that the effect of equipment interruptions has been offset by the Customer's use of supplementary or alternative electrical equipment, service under this schedule may be discontinued and the Customer may be billed for all prior load management credits received by the Customer from an established date upon which supplementary or alternative electrical equipment was used. If such a date cannot be established, rebilling shall be for all load management incentive payments previously received by the Customer.
8. If the Company determines that its load management equipment on the Customer's premises has been rendered ineffective due to tampering by the use of mechanical, electrical or other devices or actions, the Company may discontinue the Customer's participation in the program and bill for all expenses involved in removal of the load management equipment, plus applicable investigative charges. The Company may rebill all prior load management credits received by the Customer from an established tampering date. If such a date cannot be established, rebilling shall be for the previous twelve months.

Issued by: P. J. Evanson, President
Effective:

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:

This schedule may be modified or withdrawn subject to determinations made under Commission Rules 25-17.0021(4), F.A.C., Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

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 200 kw of the Customer's load, or agrees to operate backup generation equipment (see Definitions) and designate (if applicable) additional controllable demand to serve at least 200 kw of the Customer's own load during periods when the Company is controlling load. A Customer shall enter into a "Commercial/Industrial Load Control Program Agreement" with the Company for service under this schedule. To establish the initial qualification for service under this schedule, the Customer must have had an On-Peak Demand (as defined below) for at least three of the previous twelve (12) months of at least 200 kw greater than the Firm Demand or Controllable Demand (as applicable) level specified in Section 4 of the Commercial/Industrial Load Control Program Agreement. This controlled load shall not be served on a firm service basis unless it is transferred to firm service within at least thirty (30) days prior to the end of the initial term of service or 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.

(Continued on Sheet No. 8.651)

(Continued from Sheet No. 8.650)

MONTHLY RATE:

Delivery Voltage Level:	<u>Distribution below 69 kv</u>		Transmission
	<u>200-499 kw</u>	500 kw & above	<u>69 kv & above</u>
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. Where Firm kw is < 10 kw, the Load Control On-Peak Demand shall be adjusted by the difference between 10 kw and Firm kw	\$ 1.16	-	-
per kw of Load Control On-Peak Demand	-	\$ 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	1.448¢	1.133¢	0.942¢
Off-Peak Period:			
Non-fuel charge per kwh	1.448¢	1.133¢	0.942¢

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>Environmental Cost Recovery Clause</u>	See Sheet No. 8.875
<u>Oil Backout Charge</u>	See Sheet No. 8.880
<u>Franchise Fee</u>	See Sheet No. 8.890

(Continued on Sheet No. 8.652)

(Continued from Sheet No. 8.651)

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.

Frequency: The Control Conditions will typically result in less than fifteen (15) control periods per year and will not exceed twenty-five (25) control periods per year. Typically, the Company will not initiate a control period within six (6) hours of a previous control period.

Notice: The Company will provide one (1) hour's advance notice or more to a Customer prior to controlling the Customer's controllable load. Typically, the Company will provide advance notice of four (4) hours or more prior to a control period.

Duration: The duration of a single period of load control will typically be four (4) hours and 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:

Upon the successful installation of the load control equipment and/or any necessary backup generation equipment, a test of this equipment will be conducted between the hours of 7 a.m. and 6 p.m., Monday through Friday, excluding holidays, as specified in the Commercial/Industrial Load Control Program Agreement.

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.

The Company will control the controllable portion of the Customer's service for a one-hour period (during designated on-peak periods), once per year for Company testing purposes on the first Monday in November if the Customer's load has not been successfully controlled during a load control event in the previous twelve (12) months. Testing purposes include the testing of the load control equipment to ensure that the load is able to be controlled within the agreed specifications.

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.

(Continued on Sheet No. 8.653)

Issued by: P. J. Evanson, President

Effective:

(Continued from Sheet No. 8.652)

LOAD CONTROL PERIOD:

All hours established by the Company during a monthly billing period in which:

1. the Customer's load is controlled (which includes the operation of the Customer's generation equipment), or
2. the Customer is billed pursuant to the Continuity of Service Provision.

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.

ON-PEAK DEMAND:

On-Peak Demand is the kw to the nearest whole kw, as determined from the Company's metering equipment, for a 30-minute period of Customer's greatest use for the designated on-peak periods 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 twenty-three (23) months. A Customer's Maximum Demand may be re-established to allow for the following adjustments:

1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or
2. Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL; or
3. Permanent changes to customer facilities that result in a permanent loss of electric load, including any fuel substitution resulting in permanently reduced electricity consumption, upon verification by FPL.

The re-established Maximum Demand shall be the higher of the actual demand registered in the next billing period following the Customer's written request or the prior Maximum Demand minus the calculated demand reduction. Requests to re-establish the Maximum Demand may be processed up to twice per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

CALCULATION OF FIRM DEMAND AND LOAD CONTROL ON-PEAK DEMAND:

There will be two methods of calculating the Firm Demand and Load Control On-Peak Demand for the Customer, depending on the type of demand designated in the Commercial/Industrial Load Control Program Agreement.

THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A FIRM DEMAND LEVEL: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.

(Continued on Sheet No. 8.654)

(Continued from Sheet No. 8.653)

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".

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A FIRM DEMAND LEVEL:

Customers notified of a load control event should meet their Firm Demand during periods when the Company is controlling load. However, energy will be made available during control periods if the Customer's failure to meet its Firm Demand is a result of one of the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or
3. adding firm load that was not previously non-firm load to the Customer's facility, or
4. an event affecting local, state or national security, or
5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the Firm Demand) for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

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.

If the Customer exceeds the "Firm Demand" during a period when the Company is controlling load for any reason other than those specified above, 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 forty-eight (48) months or 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 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". For rebilling under paragraph 1 above, where Firm kw is <10 kw, the maximum demand during the Load Control Period shall be adjusted by the difference between 10 kw and Firm kw. The Customer will not be rebilled or penalized twice for the same excess kw in the calculation described above.

(Continued on Sheet No. 8.655)

(Continued from Sheet No. 8.654)

THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A CONTROLLABLE DEMAND LEVEL:FIRM ON-PEAK DEMAND:

The Customer's monthly Firm On-Peak Demand shall be the On-Peak Demand during the month less the "Controllable Demand" level specified in the Customer's Commercial/Industrial Load Control Program Agreement with the Company.

LOAD CONTROL ON-PEAK DEMAND:

Load Control On-Peak Demand shall be the "Controllable Demand" level specified in the Customer's Commercial/Industrial Load Control Program Agreement with the Company.

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A CONTROLLABLE DEMAND LEVEL:

Customers notified of a load control event should achieve the Controllable Demand Level during periods when the Company is controlling load, except under the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or
3. adding firm load that was not previously non-firm load to the Customer's facility, or
4. an event affecting local, state or national security, or
5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the Firm Demand) for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

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.

If the Customer does not achieve the Controllable Demand level during a period when the Company is controlling load for any reason other than those specified above, 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 rebilling kw for the prior forty-eight (48) months or 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 of excess kw for each month of rebilling.

(Continued on Sheet No. 8.656)

(Continued from Sheet No. 8.655)

The kw for rebilling and penalty charges is determined by taking the difference between the Controllable Demand and the maximum demand actually reduced during the Load Control Period. For rebilling under paragraph 1 above, where Firm kw is <10 kw, the maximum demand during the Load Control Period shall be adjusted by the difference between 10 kw and Firm kw. The Customer will not be rebilled or penalized twice for the same excess kw in the calculation described above.

As long as the Customer's load reduction from the operation of the control circuit results in a demand during the control period that is at or below the calculated Firm Demand for that billing period, the Customer will not be required to pay the penalty and rebilling charges.

TERM OF SERVICE:

After a one-year initial term of service in which the Customer will determine whether or not this program is appropriate for the Customer, it is intended that the Company will continue to provide and the Customer will continue to take service under this rate schedule what for the life of the generating unit which has been avoided by the rate. There is, however, a four-year termination notice provision which will allow either the Customer or the Company to terminate service under this schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the program is desired.

The initial Term of Service under this schedule shall be one (1) year. At the end of the one-year period, the Customer may either terminate service by giving the Company written notice within at least thirty (30) days prior to the end of the one-year period or continue service under this rate schedule, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least four (4) years prior to termination. Should a Customer terminate service or be removed by the Company and later desire to resume service under this rate schedule, the Customer must provide four (4) years' written notice prior to resuming service under this schedule.

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.

PROVISIONS FOR EARLY TERMINATION:

Subsequent to the initial term of service, transfers, with less than four (4) 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 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.

If service under this schedule is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination 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

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Effective:

FLORIDA POWER & LIGHT COMPANY

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- 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) agree(s) 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 to perform load control, or
- e. FPL determines that the Customer's MW reduction is no longer needed.

In the event the Customer pays the charges for termination without full notice 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 or FPL later determines that there is no need for the MW reduction, 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.

Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) 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 four (4) years' advance written notice, or
- c) 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 four (4) years' advance written notice (except for those transfers made at the end of the initial term of service).

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 forty-eight (48) 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.

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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 or the Customer's load may be controlled by use of an energy management system where the firm demand or controllable demand level can be established or modified only by means of joint access by the Customer and the Company.
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 or requests that the Customer operate its backup generation equipment, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested. 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 planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. 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.

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 unless energy use is for one of the conditions outlined under "Provisions for Energy Use During Control Periods".

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.

(Continued on Sheet No. 8.659)

(Continued from Sheet No. 8.658)

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(s) of this schedule and said "General Rules and Regulations for Electric Service", the provision(s) 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.

Backup Generation Equipment:

Backup generation equipment shall be Customer provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

Issued by: P. J. Evanson, President
Effective:

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 ("Schedule CILC-1") as currently approved or as may be modified from time to time by the Florida Public Service Commission ("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 is hereby made an integral part of this Agreement.
2. The initial Term of Service under this schedule shall be one (1) year. At the end of the one year period, the Customer may either terminate service by giving the Company written notice within at least thirty (30) days prior to the end of the one year period OR continue service under this rate schedule, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least four (4) years prior to termination. Should the Customer terminate service or be removed by the Company and later desire to resume service under this rate schedule, the Customer must provide four (4) years' written notice prior to resuming service under this schedule.
3. Service under Schedule CILC-1 will be subject to determinations made under Commission Rules 25-17.002(4), F.A.C. Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Service -Terms and Conditions, or any other Commission determination(s).
4. The Customer agrees either (i) to not exceed a usage level of _____kw ("Firm Demand") during the periods when the Company is controlling the Customer's service, or (ii) to provide a load reduction of _____ kw ("Controllable Demand") during periods when the Company is controlling the Customer's service. If the Customer chooses to operate backup generation equipment in parallel with FPL, the Customer shall enter into an interconnection agreement with the Company prior to operating such equipment in parallel with the Company's electrical system. The Firm Demand level (as applicable) shall not be exceeded during periods when the Company is controlling load; nor shall the Controllable Demand level (as applicable) be reduced during periods when the Company has requested that the Customer operate its equipment to meet the Controllable Demand level. Upon mutual agreement of the Company and the Customer, the Customer's Firm Demand or Controllable Demand may be subsequently raised or lowered, so long as the change in the Firm Demand is not a result of a transfer of load from the controllable portion of the Customer's load, unless the transfer is made within thirty (30) days prior to the end of the initial term of service. The Customer shall notify the Company, in writing, at least ninety (90) days prior to either adding firm load, or reducing or removing any of the Customer's backup generation equipment.

(Continued on Sheet No. 9.491)

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(Continued from Sheet No. 9.490)

5. Prior to the Customer's receipt of service under Schedule CILC-1 the Customer must provide the Company access at any reasonable time to inspect any and all of the Customer's load control equipment and/or backup generation equipment, and must also have received approval from the Company that the load control equipment is satisfactory to effect control of the Customer's load, and/or the backup generation equipment is satisfactory to contribute to the Controllable Demand level. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the load control and/or backup generation equipment. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and, the Customer is not to rely upon any such inspection(s) for, determining whether the load control and/or backup generation 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 controlled and/or backed up is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.
7. Within two (2) years of this Agreement, the Customer agrees (i) to perform the necessary changes to allow control of a portion of the Customer's load and/or (ii) to install or have in place backup generation equipment to contribute to the Controllable Demand level. Schedule CILC-1 cannot apply earlier than this date unless the Company so agrees. Should the Customer fail to complete the above work by the 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.
8. Upon completion of the installation of the load control equipment and/or any necessary backup generation equipment, a test of this equipment will be conducted between the hours of 7 a.m. and 6 p.m. Monday through Friday, excluding holidays. Written notice of the test shall be provided to the Company at least five (5) business days in advance of the date of the test, and the Company shall be afforded the opportunity to witness the test. The test of the load control equipment 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 and/or the backup generation equipment, the Customer will agree (as applicable) to either a "Firm Demand" or a "Controllable Demand". Service under Schedule CILC-1 cannot commence prior to the installation of load control equipment or any necessary backup generation equipment and the successful completion of the test.
9. 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 Customer elects/does not elect to continue taking service under the Continuity of Service Provision. Service will be provided only if 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 firm Customers. 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 section 9 are subject to the terms and conditions specifically set forth in Schedule CILC-1.

(Continued on Sheet No. 9.492)

(Continued from Sheet No. 9.491)

10. The Company may terminate this Agreement at any time if the Customer's load control equipment fails to permit the Company to effect control of the Customer's load, and/or if the Customer's equipment fails to meet the Controllable Demand level. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the failure or malfunction of the Customer's load control equipment and/or backup generation equipment. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to remedy, to the Company's satisfaction, the deficiencies in the load control equipment and/or the backup generation equipment. 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, to bill the Customer under the otherwise applicable firm service rate schedule and to apply the rebilling and penalty provisions enumerated under "Charges for Early Termination" in Schedule CILC-1.
11. 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, and/or installation, operation or maintenance of the Customer's generation equipment to meet the Controllable Demand level.
12. 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.
13. This Agreement may not be assigned by the Customer without the prior written consent of the Company. The Customer shall, at a minimum, provide to the Company a copy of the articles of incorporation or partnership agreement of the proposed assignee, and a copy of such assignee's most recent annual report at the time an assignment is requested.
14. 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.

CUSTOMER (private)

Company: _____

Signed: _____

Name: _____

Title: _____

FLORIDA POWER & LIGHT COMPANY

Signed: _____

Name: _____

Title: _____

CUSTOMER (public)

Governmental Entity: _____

Signed: _____

Name: _____

Title: _____

Attest:

By: _____

Clerk/Deputy Clerk

APPENDIX B

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:

This schedule may be modified or withdrawn subject to determinations made under Commission Rules 25-17.0021(4), F.A.C., Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

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 200 kw of the Customer's load, or agree to operate backup generation equipment (see Definitions) and designate (if applicable) additional controllable demand to serve at least 200 kw of the Customer's own load during periods when the Company is controlling load. A Customer shall enter into a "Commercial/Industrial Load Control Program Agreement" with the Company for service under this schedule. To establish the initial qualification for service under this schedule, the Customer must have had an On-Peak Demand (as defined below) for at least three of the previous twelve (12) months of at least 200 kw greater than the Firm Demand or Controllable Demand (as applicable) level specified in Section 4 of the Commercial/Industrial Load Control Program Agreement. This controlled load shall not be served on a firm service basis unless it is transferred to firm service within at least thirty (30) days prior to the end of the initial term of service or 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:	<u>Distribution below 69 kv</u>		Transmission 69 kv & above
	200-499 kw	500 kw & 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
<u>per kw of Load Control On-Peak Demand. Where</u> <u>Firm kw is < 10 kw, the Load Control On-Peak</u> <u>Demand shall be adjusted by the difference</u> <u>between 10 kw and Firm kw</u>	\$ 1.16	=	=
per kw of Load Control On-Peak Demand	-	\$ 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	1.448¢	1.133¢	0.942¢
Off-Peak Period:			
Non-fuel charge per kwh	1.448¢	1.133¢	0.942¢

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>Environmental Cost Recovery Clause</u>	See Sheet No. 8.875
<u>Oil Backout Charge</u>	See Sheet No. 8.880
<u>Franchise Fee</u>	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 Control Conditions frequency of control will typically result in less than fifteen (15) control periods per year and will not exceed twenty-five (25) control periods per year. Typically, the Company will not initiate a control period within six (6) hours of a previous control period.

Notice: The Company will provide one (1) hour's advance notice or more to a Customer prior to controlling the Customer's controllable load. Typically, the Company will provide advance notice of four (4) hours or more prior to a control period.

Duration: The duration of a single period of load control will typically be four (4) hours and 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:

Upon the successful installation of the load control equipment and/or any necessary backup generation equipment, a test of this equipment will be conducted between the hours of 7 a.m. and 6 p.m., Monday through Friday, excluding holidays, as specified in the Commercial/Industrial Load Control Program Agreement.

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.

The Company will control the controllable portion of the Customer's service for a one-hour period (during designated on-peak periods), once per year at a mutually agreeable time and date for Company testing purposes on the first Monday in November if the Customer's load has not been successfully controlled during a load control event in the previous twelve (12) months. Testing purposes include the testing of the load control equipment to ensure that the load is able to be controlled within the agreed specifications. 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.

CALCULATION OF FIRM DEMAND AND LOAD CONTROL ON-PEAK DEMAND

There will be two methods of calculating the Firm Demand and Load Control On-Peak Demand for the Customer, depending on the type of demand designated in the Commercial/Industrial Load Control Program Agreement.

THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A FIRM DEMAND LEVEL:

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".

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A FIRM DEMAND LEVEL:

EXCEPTIONS TO CHARGES FOR EXCEEDING FIRM DEMAND:

Customers notified of a load control event should meet their Firm Demand during periods when the Company is controlling load. However, energy will be made available during control periods if the Customer's failure to meet its Firm Demand is a result of one of the following conditions:

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 agreeable to by the Company and the Customer (See Special Provisions), or
3. adding firm load that was not previously non-firm load to their the Customer's facility, or
4. an event affecting local, state or national security, or ~~and space launch operations within five (5) days prior to an impending launch;~~
5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of EPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

then the Customer's energy use (in excess of the Firm Demand) for the conditions listed above 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. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt hour basis) that EPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

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 exceeds the "Firm Demand" during a period when the Company is controlling load for any reason other than those specified ~~above~~ 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 ~~forty-eight (48)~~ ~~sixty-(60)~~ months or 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 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". For rebilling under paragraph 1 above, where Firm kw is <10 kw, the maximum demand during the Load Control Period shall be adjusted by the difference between 10 kw and Firm kw. The Customer will not be rebilled or penalized twice for the same excess kw in the calculation described above.

THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A CONTROLLABLE DEMAND LEVEL:

FIRM ON-PEAK DEMAND:

The Customer's monthly Firm On-Peak Demand shall be the On-Peak Demand during the month less the "Controllable Demand" level specified in the Customer's Commercial/Industrial Load Control Program Agreement with the Company.

LOAD CONTROL ON-PEAK DEMAND:

Load Control On-Peak Demand shall be the "Controllable Demand" level specified in the Customer's Commercial/Industrial Load Control Program Agreement with the Company.

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A CONTROLLABLE DEMAND LEVEL:

Customers notified of a load control event should achieve the Controllable Demand Level during periods when the Company is controlling load, except under the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or
3. adding firm load that was not previously non-firm load to the Customer's facility, or
4. an event affecting local, state or national security, or
5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the Firm Demand) for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

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 does not achieve the Controllable Demand level during a period when the Company is controlling load for any reason other than those specified above, 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 rebilling kw for the prior forty-eight (48) months or 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 of excess kw for each month of rebilling.

The kw for rebilling and penalty charges is determined by taking the difference between the Controllable Demand and the maximum demand actually reduced during the Load Control Period. For rebilling under paragraph 1 above, where Firm kw is ≤ 10 kw, the maximum demand during the Load Control Period shall be adjusted by the difference between 10 kw and Firm kw. The Customer will not be rebilled or penalized twice for the same excess kw in the calculation described above.

As long as the Customer's load reduction from the operation of the control circuit results in a demand during the control period that is at or below the calculated Firm Demand for that billing period, the Customer will not be required to pay the penalty and rebilling charges.

TERM OF SERVICE:

After a one-year initial term of service in which the Customer will determine whether or not this program is appropriate for the Customer, it is intended that the Company will continue to provide and the Customer will continue to take service under this rate schedule for the life of the generating unit which has been avoided by the rate. There is, however, a four-year termination notice provision which will allow either the Customer or the Company to terminate service under this schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the program is desired.

The initial Term of Service under this schedule shall be one (1) year. At the end of the one-year period, the Customer may either terminate service by giving the Company written notice within at least thirty (30) days prior to the end of the one-year period or continue service under this rate schedule, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least four (4) five (5) years prior to termination. Should a Customer terminate service or be removed by the Company and later desire to resume service under this rate schedule, the Customer must provide four (4) years' written notice prior to resuming service under this schedule.

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 customers.

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.

PROVISIONS FOR EARLY TERMINATION:

Subsequent to the initial term of service, transfers, with less than four (4) 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 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.

If service under this schedule is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination 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) agree(s) 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 to perform load control, or
- e. EPL determines that the Customer's MW reduction is no longer needed.

In the event the Customer pays the charges for termination without full notice 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 or EPL later determines that there is no need for the MW reduction, 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.

Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) 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 ~~four (4)~~ five (5) years' advance written notice, or
- c) 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 ~~four (4)~~ five (5) years' advance written notice (except for those transfers made at the end of the initial term of service), or

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 ~~forty-eight (48)~~ 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 ~~kWh~~ 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.

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 GILC 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 Generation 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 or the Customer's load may be controlled by use of an energy management system where the firm demand or controllable demand level can be established or modified only by means of joint access by the Customer and the Company.
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 or requests that the Customer operate its backup generation equipment, requested under this rate schedule, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested. 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 planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. 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.~~

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 unless energy use is for one of the conditions outlined under "Provisions for Energy Use During Control Periods".

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(s) of this schedule and said "General Rules and Regulations for Electric Service", the provision(s) 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.

Backup Generation Equipment:

Backup generation equipment shall be Customer-provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

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 is hereby made an integral part of this Agreement.
2. The initial Term of Service under this schedule shall be one (1) year. At the end of the one year period, the Customer may either terminate service by giving the Company written notice within at least thirty (30) days prior to the end of the one year period OR continue service under this rate schedule, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least four (4) years prior to termination. Should the Customer terminate service or be removed by the Company and later desire to resume service under this rate schedule, the Customer must provide four (4) years' written notice prior to resuming service under this schedule. To establish the initial qualification for service under Schedule CILC-1, the Customer must have had a maximum demand during the previous twelve months of 200 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 Rules 25-17.002(4), F.A.C. Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Service -Terms and Conditions, or any other Commission determination(s). 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. The Customer agrees either (i) to not exceed a usage level of _____ kw ("Firm Demand") during the periods when the Company is controlling the Customer's service, or (ii) to provide a load reduction of _____ kw ("Controllable Demand") during periods when the Company is controlling the Customer's service. If the Customer chooses to operate backup generation equipment in parallel with FPL, the Customer shall enter into an interconnection agreement with the Company prior to operating such equipment in parallel with the Company's electrical system. The Firm Demand level (as applicable) shall not be exceeded during periods when the Company is controlling load; nor shall the Controllable Demand level (as applicable) be reduced during periods when the Company has requested that the Customer operate its equipment to meet the Controllable Demand level. Upon mutual agreement of the Company and the Customer, the Customer's Firm Demand or Controllable Demand may be subsequently raised or lowered, so long as the change in the Firm Demand is not a result of a transfer of load from the controllable portion of the Customer's load, unless the transfer is made within thirty (30) days prior to the end of the initial term of service. The Customer shall notify the Company, in writing, at least ninety (90) days prior to either adding firm load, or reducing or removing any of the Customer's backup generation equipment.

- 5.4. Prior to the Customer's receipt of service under Schedule CILC-1 the Customer must provide the Company access at any reasonable time to inspect any and all of the Customer's load control equipment and/or backup generation equipment, and must also have received approval from the Company that the load control equipment is satisfactory to effect control of the Customer's load, and/or the backup generation equipment is satisfactory to contribute to the Controllable Demand level. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the load control and/or backup generation 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, the Customer is not to rely upon any such inspection(s) for, determining whether the load control and/or backup generation 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 controlled and/or backed up is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.
- 7.5. Within two (2) years of this Agreement, (the Customer agrees (i) to perform the necessary changes by (date) _____ to allow control of a portion of the Customer's load and/or (ii) to install or have in place backup generation equipment to contribute to the Controllable Demand level. Schedule CILC-1 cannot apply earlier than this date unless agreed to by the Company so agrees. Should the Customer fail to complete the above work by the 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.
- 8.6. Upon completion of the installation of the load control equipment and/or any necessary backup generation equipment, a test of this equipment will be conducted between the hours of 7 a.m. and 6 p.m. Monday through Friday, excluding holidays, at a time and date mutually agreeable to the Company and the Customer. Written notice of the test shall be provided to the Company at least five (5) business days in advance of the date of the test, and the Company shall be afforded the opportunity to witness the test. The test of the load control equipment 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 and/or the backup generation equipment, the Customer will agree (as applicable) to either a "Firm Demand" or a "Controllable Demand". Service under Schedule CILC-1 cannot commence prior to the installation of load control equipment or any necessary backup generation equipment and the successful completion of the test.
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 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. The Customer shall notify the Company upon adding firm load.

- 9.8: 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. Service will be provided only if 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 firm Customers.~~ 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 section 9 paragraph 7 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.~~
- 10.11: The Company may terminate this Agreement at any time if the Customer's load control equipment fails to permit the Company to effect control of the Customer's load, and/or if the Customer's equipment fails to meet the Controllable Demand level 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 failure or malfunction of the Customer's load control equipment and/or backup generation equipment 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 remedy eliminate, to the Company's satisfaction, the compliance deficiencies in the load control equipment and/or the backup generation equipment 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, to bill the Customer under the otherwise applicable firm service rate schedule and to apply the rebilling and penalty provisions enumerated under "Charges for Early Termination" ~~TERM OF SERVICE~~ in Schedule CILC-1.
- 11.12: 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, and/or installation, operation or maintenance of the Customer's generation equipment to meet the Controllable Demand level.
- 12.13: 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.~~
- 13.14: This Agreement may not be assigned by the Customer without the prior written consent of the Company. The Customer shall, at a minimum, provide to the Company a copy of the articles of incorporation or partnership agreement of the proposed assignee, and a copy of such assignee's most recent annual report at the time an assignment is requested.

14.15: 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:

Attest:

By: _____
Clerk/Deputy Clerk

CUSTOMER (private)

Company: _____

Signed: _____

Name: _____

Title: _____

CUSTOMER (public) FLORIDA POWER & LIGHT COMPANY

Governmental Entity: _____

Signed: _____

Name: _____

Title: _____

FLORIDA POWER & LIGHT COMPANY

Signed: _____

Name: _____

Title: _____