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Natalie F. Smith Principal Attorney Florida Power & Light Company 700 Universe Boulevard Juno Beach, FL 33408-0420 (561) 691-7207 (561) 691-7135 (Facsimile)

May 19, 2006

060407-EI

# VIA HAND DELIVERY

Ms. Blanca S. Bayò, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard, Room 110 Tallahassee, FL 32399-0850

# Re: Petition of Florida Power & Light Company for Approval of Revisions to Optional Curtailable Service Program

Dear Ms. Bayò:

Enclosed for filing on behalf of Florida Power & Light Company ("FPL") are the original and fifteen (15) copies of a Petition for Approval of Revisions to Optional Curtailable Service Program. Also included is a computer diskette containing the electronic version of FPL's Petition in Word format.

Please do not hesitate to contact me should you or your Staff have any questions regarding this filing. Thanking you for your attention to this matter.

Sincerely, 1/ata Ata X

Natalie F. Smith

NFS:ec Enclosures

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DOCUMENT NUMBER-DATE

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# BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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In re: Florida Power & Light Company's Petition for Approval of Revisions to Optional Curtailable Service Program

Docket No. 06\_\_\_\_-EI

Filed: May 19, 2006

# PETITION OF FLORIDA POWER & LIGHT COMPANY FOR APPROVAL OF REVISIONS TO OPTIONAL <u>CURTAILABLE SERVICE PROGRAM</u>

Florida Power & Light Company ("FPL"), by and through its counsel, and pursuant to Sections 366.05(1) and 366.06(1), Florida Statutes (2006), and Rule 25-6.0438, Florida Administrative Code (2006), respectfully requests that the Florida Public Service Commission (the "Commission") approve FPL's proposed revisions to its optional Curtailable Service Program (available to customers served under Rate Schedules CS-1, CST-1, CS-2, CST-2, CS-3, and CST-3 that can curtail at least 200 kilowatts ("kW") of their load) in order to change the term of service from one year to three years so that FPL will have the ability to plan and respond when non-firm load that is being deferred by the avoided unit returns to the FPL system. FPL respectfully requests expedited consideration and approval of modifications to its Curtailable Service Program in order that customers may receive the conservation benefits of its proposed Curtailable Service Program modifications in the near term. In support of this Petition, FPL states as follows:

1. FPL is a public utility subject to the jurisdiction of the Florida Public Service Commission ("Commission") pursuant to Chapter 366 of the Florida Statutes. FPL's General Offices are located at 9250 West Flagler Street, Miami, FL 33174.

2. The names and addresses of FPL's representatives to receive communications regarding this docket are:

William G. Walker, III Florida Power & Light Company Vice President 215 South Monroe Street, Ste. 810 Tallahassee, Florida 32301-1859 Natalie F. Smith Principal Attorney Florida Power & Light Company 700 Universe Boulevard Juno Beach, Florida 33408 Telephone: 561-691-7207

3. FPL wishes to revise its optional Curtailable Service Program (available to customers served under Rate Schedules CS-1, CST-1, CS-2, CST-2, CS-3, and CST-3 that can curtail at least 200 kilowatts ("kW") of their load) in order to change the term of service from one year to three years. A detailed description of FPL's optional Curtailable Service Program is attached as Appendix A to this petition. The modifications to FPL's tariff that are needed to implement FPL's proposed modifications are included in Appendix B as original tariff sheets as well as revised tariff sheets in clean and legislative formats. FPL respectfully requests that the Commission approve the proposed modifications to the Curtailable Service Program, as reflected in Appendix A, as well as its proposed original tariff sheets and revisions to sheet nos. 8.330; 8.331; 8.332; 8.333; 8.341; 8.342; 8.343; 8.432; 8.433; 8.434; 8.435; 8.441; 8.442; 8.443; 8.543; 8.544; 8.544.1; 8.545; 8.546; 8.547; 8.548; and 9.600. For ease of reference, FPL is also including unchanged tariff sheet nos. 8.340; 8.440; and 8.542 in Appendix B so that the complete tariff may be reviewed in this filing. FPL has a substantial interest in approval of its requested modifications to the optional Curtailable Service Program so that it can plan and meet system obligations when customers transfer from non-firm to firm service.

# Current Curtailable Service Program

4. The Curtailable Service Program is designed to reduce coincident peak demand by reducing customer loads of 200 kW or greater during periods of extreme demand or capacity shortages. Participation in the program involves the customer curtailing its electrical loads when requested by FPL. Customers participating in the program contract for a firm demand level that may not be exceeded during curtailment periods. All other loads are subject to manual curtailment by the customer. Participants receive advance notification of curtailable events via telephone, verbal, or electronic forms of communication.

5. For curtailing their loads as requested, participants in the Curtailable Service Program will continue to receive a monthly credit of \$1.56 per kW based on their monthly demand less their Firm Demand. The credit is applied to the customer's monthly demand charges. The customer's Firm Demand is that level of demand not subject to curtailment. The

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level of "Firm Demand" cannot be exceeded during the periods when FPL is requesting curtailment. Except under certain specified conditions (e.g., force majeure events, an event affecting national security), if the customer exceeds the "Firm Demand" during a period when FPL has requested curtailment, then the customer will be billed or penalized as specified in the tariff. Under the current program, customers must provide FPL at least one year prior notice to transfer from non-firm to firm service.

# Proposed Modification to Curtailable Service Program

6. FPL requests that the Commission approve its proposal to change the term of service under the Curtailable Service Program from one year to three years. While there will be no change to the calculation of the monthly bill credit, the rebilling maximum period for non-compliance during a curtailment period will increase from 12 months to 36 months. Approval of a three-year termination notice will ensure that FPL will have the ability to plan and respond when non-firm load that is being deferred by the avoided unit returns to the FPL system. Customers are allowed to exit the Curtailable Service Program under certain conditions enumerated in the tariff, but they will be penalized for returning to firm service absent meeting those conditions. The Commission should find that approval of a three-year notice requirement for transfer from non-firm to firm service is necessary and appropriate to enable FPL to plan and respond to load requirements. See Rule 25-6.0438(8), Florida Administrative Code (2006).

7. The proposed modifications to FPL's Curtailable Service Program are costeffective. In Appendix C to this petition, FPL has shown, using the Commission's costeffectiveness methodology, the cost-effectiveness of the proposed program.

8. In accord with Rule 25-6.0438(4)(c), Florida Administrative Code (2006), FPL will be providing written notice to each customer who may be affected by this proposal. These proposed changes include an increased commitment by customers who are currently receiving service under the Curtailable Service Program. FPL will provide these customers 120 days from the effective date of these tariff revisions to either execute the revised Agreement for Curtailable Service or elect to receive service under another existing tariff.

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9. FPL is not aware of any contested issues of material fact with respect to this Petition. FPL's proposed modifications to its Curtailable Service Program, as described in Appendix A and reflected in the original and revised tariff sheets in Appendix B, should be approved. The statutes and rule which entitle FPL to relief are Sections 366.05(1), 366.06(1), Florida Statutes (2006), and Florida Administrative Code Rule 25-6.0438 (2006).

10. There has not been agency action in this proceeding. Therefore, FPL cannot provide a statement of when and how FPL received notice of agency action.

WHEREFORE, for the foregoing reasons, FPL respectfully requests that the Commission grant FPL's Petition and approve the proposed amendments to FPL's Curtailable Service Program, together with the attached revised tariff sheets. Further, FPL respectfully requests expedited treatment of this petition so that FPL's customers may realize the benefits of the proposed modifications in the near term.

Respectfully submitted,

By: <u>Aatalo F. Smith</u> Natalie F. Smith

Natalie F. Smith Principal Attorney Florida Power & Light Company 700 Universe Boulevard Juno Beach, Florida 33408-0420 (561) 691-7207 (561) 691-7135 Telecopier

# APPENDIX A

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# **Curtailable Rates Program**

# **Program Description**

The Curtailable Rates Program is designed to reduce coincident peak demand by reducing customer loads of 200 kW or greater during periods of extreme demand or capacity shortages. Participation in the program involves the customer curtailing their electrical loads when requested by FPL. Customers in the program contract for a firm demand level which may not be exceeded during curtailment periods. All other loads are subject to manual curtailment by the customer. Participants receive advance notification of curtailable events via telephone, verbal, or electronic forms of communication. Participants in the program receive a monthly credit for curtailing their loads as requested.

FPL is proposing to change the term of service from 1 year to 3 years. Attached in Appendix B are the legislative and final formats of the Curtailable Tariffs and Agreement reflecting this change.

FPL will make eligible business customers aware of this program through direct contact by their FPL Account Managers.

# **Description of Program Administration**

Curtailable rates are available to customers served under Rate Schedules CS-1, CST-1, CS-2, CST-2, CS-3, and CST-3 that can curtail at least 200 kW of their load. Customers may participate in this program by curtailing their selected electrical loads or by transferring loads to their standby generator.

Participants in the Curtailable Program will receive a monthly incentive credit of \$1.56 per kW based on their monthly demand less their Firm Demand. The incentive (credit) is applied to the customer's monthly demand charges. The customer's Firm Demand is that level of demand not subject to curtailment.

Participants in the Curtailable Program shall not have their non-firm load served on a firm service basis until service has been terminated under the Curtailable Rate.

The level of "Firm Demand" shall not be exceeded during the periods when FPL is requesting curtailment. If the customer exceeds the "Firm Demand" during a period when FPL has requested curtailment, then the customer will be billed \$1.56 per kW for the excess kW above the contracted firm demand for the prior 36 months, or the number of months the customer has been billed under this rate schedule, which ever is less. A customer will not be penalized or re-billed twice for the same excess kW. The customer will also be billed a penalty charge of \$3.36 per kW of excess kW for the current month. However, if the cause for the customer's failure to meet its firm demand is a result of a) force majeure events, b) maintenance of generation equipment or switch gear necessary for the implementation of curtailment, which is performed at a pre-arranged time and date mutually agreeable to FPL and the customer, or c) an event affecting local, state, or national security, the re-billing and penalty will not be imposed.

Compliance with Firm Demands is verified after each event on an individual customer basis. For those customers that exceed their Firm Demand level during a curtailment event, the causes for exceeding Firm Demand are investigated to determine if they meet allowed exclusions to the penalty or if they are to be penalized.

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Service under the Curtailable rate requires a three year termination notice. This term of service notice ensures that non-firm load that is being deferred by the avoided unit is not placed back on the FPL system without giving FPL the ability to plan and respond to that load. Customers are allowed to exit the Curtailable Program under certain conditions, but will be penalized for returning to Firm Service without meeting those conditions.

# **Cost-Effectiveness Analysis**

FPL has used the Commission approved cost-effectiveness methodologies to determine the cost-effectiveness of this program. These cost-effectiveness analyses can be found in Appendix C. These analyses show the following benefit-cost ratios: infinite Participants, 4.11 RIM and 70.44 TRC for the Curtailable Program.



## CURTAILABLE SERVICE (OPTIONAL)

#### RATE SCHEDULE: CS-1

#### AVAILABLE:

In all territory served.

## APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-1 ( $500 \frac{\text{kw} \text{kW}}{\text{W}}$  - 1,999  $\frac{\text{kw} \text{kW}}{\text{W}}$ ) and will curtail this Demand by 200  $\frac{\text{kw} \text{kW}}{\text{W}}$  or more upon request of the Company from time to time. Customers with demands of at  $\frac{\text{leaset}[\text{east}}{\text{leaset}}$  200  $\frac{\text{kw} \text{kW}}{\text{kW}}$  but less than 500  $\frac{\text{kw} \text{kW}}{\text{kW}}$  may enter an agreement for service under this schedule Rate Schedule based on a Demand Charge for a minimum of 500  $\frac{\text{kw} \text{kW}}{\text{kW}}$ .

## SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

## MONTHLY RATE:

Customer Charge:	\$100.74
Demand Charges:	
Base Demand Charge	\$5.72 per kwkW of Demand.
Capacity Payment Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	1.068¢ per <del>kwh<u>kWh</u></del>
Conservation Charge	See Sheet No. 8.030
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charge	See Sheet No. 8.030
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kwW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kwW times the Base Demand Charge; therefore the minimum charge is \$2,960.74.

## CURTAILMENT CREDITS:

A monthly credit of \$1.56 per kw<u>W</u> is allowed based on the current <u>Non-Firm</u> Demand less the contracted maximum demand during a curtailment period. The Customer has the option to revise the contracted maximum demandFirm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made-after a twelve (12) month period provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

#### CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current e<u>C</u>urtailment <u>pP</u>eriod than the <u>contracted maximum-Firm</u> <u>D</u>demand, the Customer will be:

- 1. Rebilled at \$1.56/kW for the prior 4236 months or the number of months since the prior eCurtailment pPeriod, whichever is less, and
- 2. Billed a penalty charge of 3.36/kwW for the current month.

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The  $\underline{kwkW}$  used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum <u>dD</u>emand during the current <u>eC</u>urtailment <u>pP</u>eriod and the <u>contracted maximum Firm D</u>demand for a <u>eC</u>urtailment <u>pP</u>eriod.

(Continued on Sheet No. 8.331)

## CURTAILABLE SERVICE (OPTIONAL)

## RATE SCHEDULE: CS-1

## AVAILABLE:

In all territory served.

## APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-1 (500 kW - 1,999 kW) and will curtail this Demand by 200 kW or more upon request of the Company from time to time. Customers with demands of at least 200 kW but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW.

## SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

## MONTHLY RATE:

Customer Charge:	\$100.74
Demand Charges: Base Demand Charge Capacity Payment Charge	\$5.72 per kW of Demand. See Sheet No. 8.030
Non-Fuel Energy Charges: Base Energy Charge Conservation Charge	1.068¢ per kWh See Sheet No. 8.030
Environmental Charge Additional Charges: Fuel Charge	See Sheet No. 8.030
Franchise Fee Tax Clause	See Sheet No. 8.031 See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is \$2,960.74.

## CURTAILMENT CREDITS:

A monthly credit of \$1.56 per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

## CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, the Customer will be:

- 1. Rebilled at \$1.56/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
- 2. Billed a penalty charge of \$3.36/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.331)

(Continued from Sheet No. 8.330)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their contracted maximum<u>Firm</u> dDemand for the duration of the c<u>u</u>rtailment <u>p</u>eriod, 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 which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
- 3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the Charges for Non-Compliance of Curtailment Demand will not apply. However, 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 during that period, less the applicable 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  $\underline{FRate sSchedule}$ .

#### CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

#### DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's integrating type meter for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

#### TERM OF SERVICE:

#### RULES AND REGULATIONS:

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

#### **DEFINITIONS:**

Force Majeure:

Force Majeure fFor the purposes of this schedule Force Majeure 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.

## Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

#### Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.332)

(Continued from Sheet No. 8.330)

#### PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, 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 which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
- 3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the Charges for Non-Compliance of Curtailment Demand will not apply. However, 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 during that period, less the applicable 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.

#### CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

#### DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's integrating type meter for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

#### **DEFINITIONS:**

#### Force Majeure

For the purposes of this schedule Force Majeure 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.

#### Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

#### Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.332)

(Continued from Sheet No. 8.331)

## TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. 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 three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice given at least three (3) 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 three (3) years written notice prior to resuming service under this Rate 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 Agreement for Curtailable Service. 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:

Transfers, with less than three (3) 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 curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate 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 costeffectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. 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 curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.333)

(Continued from Sheet No. 8.332)

## PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate 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 Curtailment 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 rate schedule, or under this schedule with a shift from curtailable demand 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 three (3) years advance written notice, or
- c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

- rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) 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 \$.99 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

# RULES AND REGULATIONS:

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

#### CURTAILABLE SERVICE - TIME OF USE (OPTIONAL)

#### RATE SCHEDULE: CST-1

#### AVAILABLE:

In all territory served.

#### APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-1 (500 kw - 1,999 kw) and will curtail this Demand by 200 kw or more upon request of the Company from time to time. This is an optional Rate Schedule available to Curtailable General Service Customers upon request. Customers with demands of at least 200 kw but less than 500 kw may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kw.

## SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

#### MONTHLY RATE:

Customer Charge:	\$100.74	
Demand Charges: Base Demand Charge Capacity Payment Charge	\$5.72 per kw of Demand occurring during the On-Peak Period. See Sheet No. 8.030	
Non-Fuel Energy Charges: Base Energy Charge Conservation Charge Environmental Charge	On-Peak Period 2.114¢ per kwh See Sheet No. 8.030 See Sheet No. 8.030	<u>Off-Peak Period</u> .641¢ per kwh
Additional Charges: Fuel Charge Franchise Fee Tax Clause	See Sheet No. 8.030 See Sheet No. 8.031 See Sheet No. 8.031	

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kw who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kw times the Base Demand Charge; therefore the minimum charge is \$2,960.74.

#### 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. 8.341)

#### (Continued from Sheet No. 8.340)

#### PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their contracted maximumFirm dDemand for the duration of the eCurtailment pPeriod, 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 which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
- 3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, 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 during that period, less the applicable 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  $\pm Rate \pm Schedule$ .

#### CURTAILMENT CREDITS:

A monthly credit of \$1.56 per <u>kw-kW</u> is allowed based on the current <u>Non-Firm</u> Demand <u>less the contracted maximum demand for the curtailment</u> <u>periods</u>. The Customer has the option to revise the <u>contracted maximum demandFirm Demand</u> once during the initial twelve (12) month period. Thereafter, <u>subject to the Term of Service and/or the Provisions for Early Termination</u> a change to the Firm Demand may be made <del>after a twelve</del> (12) month period provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

#### CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current curtailment period than the contracted maximum demand, then the Customer will be:

- Rebilled at \$1.56/kWw for the prior <u>12-36</u> months or the number of months since the prior curtailment period, whichever is less, and
- 2. Billed a penalty charge of \$3.36/kWw for the current month.

The k<u>W</u>w used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum  $d\underline{D}$ emand during the current e<u>C</u>urtailment <u>pP</u>eriod and the contracted maximum<u>Firm</u> <u>dD</u>emand for a e<u>C</u>urtailment <u>pP</u>eriod.

#### CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

#### DEMAND:

Demand is the  $k\underline{W}$  to the nearest whole  $k\underline{W}$ , as determined from the Company's time of use metering equipment for the 30-minute period of Customer's greatest use for the designated on-peak periods during the month as adjusted for power factor.

#### TERM OF SERVICE:

Not less than one year.

#### RULES AND REGULATIONS:

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

#### **DEFINITIONS:**

#### Force Majeure:

Force Majeure fE or the purposes of this schedule Force Majeure 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.

Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.342)

#### (Continued from Sheet No. 8.340)

## PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, 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 which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
- 3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, 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 during that period, less the applicable 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.

#### CURTAILMENT CREDITS:

A monthly credit of 1.56 per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

#### CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current curtailment period than the contracted maximum demand, then the Customer will be:

- Rebilled at \$1.56/kW for the prior 36 months or the number of months since the prior curtailment period, whichever is less, and
   Billed a penalty charge of \$3.36/kW for the current month.
- 2. Billed a penalty charge of \$5.50/k w for the current monul.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

#### CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

#### DEMAND:

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

#### **DEFINITIONS:**

#### Force Majeure

For the purposes of this schedule Force Majeure 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.

#### Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

#### Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.342)

(Continued from Sheet No. 8.341)

## TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. 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 three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice given at least three (3) 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 three (3) years written notice prior to resuming service under this Rate 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 Agreement for Curtailable Service. 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:

Transfers, with less than three (3) 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 curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate 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 Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. 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 curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.343)

(Continued from Sheet No. 8.342)

## PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate 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 Curtailment 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 rate schedule, or under this schedule with a shift from curtailable demand 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 three (3) years advance written notice, or
- c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

- 1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) 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 \$.99 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

## **RULES AND REGULATIONS:**

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

Tenth-Eleventh Revised Sheet No. 8.432 Cancels Ninth-Tenth Revised Sheet No. 8.432

## CURTAILABLE SERVICE (OPTIONAL)

## RATE SCHEDULE: CS-2

# AVAILABLE:

In all territory served.

## APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-2 (2,000 k<del>w</del><u>W</u> and above) and will curtail this Demand by 200 k<del>w</del><u>W</u> or more upon request of the Company from time to time. Customers with demands of less than 2,000 kw<u>W</u> may enter an Agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kw<u>W</u>.

# SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

#### MONTHLY RATE:

Customer Charge:	\$155.68
Demand Charges:	
Base Demand Charge	\$5.72 per kW+ of Demand
Capacity Payment Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	1.064¢ per k <del>w</del> h
Conservation Charge	See Sheet No. 8.030
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charge	See Sheet No. 8.030
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kw $\underline{W}$  who enter an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kw $\underline{W}$  times the Base Demand Charge; therefore the minimum charge is \$11,595.68.

#### CURTAILMENT CREDITS:

A monthly credit of \$1.56 per kwW is allowed based on the current <u>Non-Firm</u> Demand <u>less the contracted maximum demand</u> during a curtailment period. The Customer has the option to revise the <u>contracted maximum demandFirm Demand</u> once during the initial twelve (12) month period. Thereafter, <u>subject to the Term of Service and/or the Provisions for Early Termination</u>, a change to the Firm Demand may be made after a twelve (12) month period provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months: or (ii) the average of the number of billing months under this Rate Schedule.

## CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current period than the contracted maximumFirm dDemand, then the Customer will be:

- 1. Rebilled at \$1.56/kwW for the prior 12-36 months or the number of months since the prior Curtailment Period, whichever is less, and
- 2. Billed a penalty charge of \$3.36/kwW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum dDemand during the current Curtailment Period and the contracted maximum Firm dDemand for a Curtailment Period.

(Continued on Sheet No. 8.433)

Eleventh Revised Sheet No. 8.432 Cancels Tenth Revised Sheet No. 8.432

## CURTAILABLE SERVICE (OPTIONAL)

## RATE SCHEDULE: CS-2

#### AVAILABLE:

In all territory served.

## APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-2 (2,000 kW and above) and will curtail this Demand by 200 kW or more upon request of the Company from time to time. Customers with demands of less than 2,000 kW may enter an Agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

#### SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

#### MONTHLY RATE:

Customer Charge:	\$155.68
Demand Charges: Base Demand Charge Capacity Payment Charge	\$5.72 per kW of Demand See Sheet No. 8.030
Non-Fuel Energy Charges: Base Energy Charge Conservation Charge Environmental Charge	1.064¢ per kWh See Sheet No. 8.030 See Sheet No. 8.030
Additional Charges: Fuel Charge Franchise Fee Tax Clause	See Sheet No. 8.030 See Sheet No. 8.031 See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kW who enter an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is \$11,595.68.

## CURTAILMENT CREDITS:

A monthly credit of \$1.56 per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

#### CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current period than the Firm Demand, then the Customer will be:

- 1. Rebilled at \$1.56/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
- 2. Billed a penalty charge of \$3.36/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the contracted Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.433)

(Continued from Sheet No. 8.432)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their contracted maximum  $\underline{Firm} d\underline{D}$  emand for the duration of the e<u>C</u>urtailment <u>p</u>eriod, 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 which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
- 3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, 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 during that period, less the applicable 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 <u>Rrate Sschedule</u>.

## CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

## DEMAND:

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

## TERM OF SERVICE.

-----Not-less than one year.

#### RULES AND REGULATIONS:

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

Force Majeure:

Force Majeure fFor the purposes of this schedule Force Majeure 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.

## Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.434)

## (Continued from Sheet No. 8.432)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, 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 which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
- 3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, 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 during that period, less the applicable 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.

## CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

## DEMAND:

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

## **DEFINITIONS:**

#### Force Majeure

For the purposes of this schedule Force Majeure 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.

#### Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

#### Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.434)

(Continued from Sheet No. 8.433)

## TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. 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 three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice given at least three (3) 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 three (3) years written notice prior to resuming service under this Rate 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 Agreement for Curtailable Service. 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:

Transfers, with less than three (3) 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 curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate 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 Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. 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 curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.435)

(Continued from Sheet No. 8.434)

# PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate 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 Curtailment 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 rate schedule, or under this schedule with a shift from curtailable demand 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 three (3) years advance written notice, or
- c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

- 1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) 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
- billed a penalty charge of \$.99 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

# **RULES AND REGULATIONS:**

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

## CURTAILABLE SERVICE - TIME OF USE (OPTIONAL)

## RATE SCHEDULE: CST-2

## AVAILABLE:

In all territory served.

#### **APPLICATION:**

For any commercial or industrial Customer who qualifies for Rate Schedule GSLDT-2 (2,000 kw and above) and will curtail this Demand by 200 kw or more upon request of the Company from time to time. Customers with demands of less than 2,000 kw may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kw.

## SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

#### MONTHLY RATE:

Customer Charge:	\$155.68	
Demand Charges: Base Demand Charge Capacity Payment Charge	\$5.72 per kw of Demand occurrin See Sheet No. 8.030	g during the On-Peak Period.
Non-Fuel Energy Charges: Base Energy Charge Conservation Charge Environmental Charge	<u>On-Peak Period</u> 2.222¢ per kwh See Sheet No. 8.030 See Sheet No. 8.030	<u>Off-Peak Period</u> .600¢ per kwh
Additional Charges: Fuel Charge Franchise Fee Tax Clause	See Sheet No. 8.030 See Sheet No. 8.031 See Sheet No. 8.031	

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kw who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kw times the Base Demand Charge; therefore the minimum charge is \$11,595.68.

#### 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. 8.441)

(Continued from Sheet No. 8.440)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their contracted maximumFirm Ddemand for the duration of the eCurtailment pPeriod, 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 which is performed at a pre-arranged time and date mutually agreeable to theCompany and the Customer and which is necessary for the Customer's implementation of load curtailment, or
- 3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, 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 during that period, less the applicable 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  $\underline{FR}$  ate  $\underline{sS}$  chedule.

## CURTAILMENT CREDITS:

A monthly credit of \$1.56 per kw<u>W</u> is allowed based on the current billing Non-Firm demand less the contracted maximum demand for curtailment periods. The Customer has the option to revise the contracted maximumFirm dDemand once during the initial twelve (12) month period. Thereafter subject to the Term of Service and/or the Provisions for Early Termination., a change to the Firm Demand may be made after a twelve (12) month period that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

## CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current curtailment period than the contracted maximumFirm dDemand, then the Customer will be:

- 1. Rebilled at \$1.56/kwW for the prior 1236 months or the number of months since the prior Curtailment Period, whichever is less, and
- 2. Billed a penalty charge of 3.36/kwW for the current month.

The kwW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum <u>dD</u>emand during the current Curtailment Period and the <u>contracted maximumFirm</u> <u>dD</u>emand for a Curtailment Period.

## CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

## DEMAND:

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

## Ninth Tenth Revised Sheet No. 8.441 Cancels Eighth Ninth Revised Sheet No. 8.441

## **DEFINITIONS:**

Force Majeure

For the purposes of this schedule Force Majeure 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.

TERM OF SERVICE:

(Continued on Sheet No. 8.442)

(Continued from Sheet No. 8.440)

## PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, 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 which is performed at a pre-arranged time and date mutually agreeable to theCompany and the Customer and which is necessary for the Customer's implementation of load curtailment, or
- 3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, 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 during that period, less the applicable 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.

## CURTAILMENT CREDITS:

A monthly credit of \$1.56 per kW is allowed based on the current Non-Firm demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter subject to the Term of Service and/or the Provisions for Early Terminations,, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

#### CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current curtailment period than the Firm Demand, then the Customer will be:

- 1. Rebilled at \$1.56/kW for the prior 36 months or the number of months since the prior Curtailment Period,
  - whichever is less, and
  - Billed a penalty charge of \$3.36/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

## CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

## <u>DEMAND</u>:

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

#### DEFINITIONS:

Force Majeure

For the purposes of this schedule Force Majeure 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.

(Continued on Sheet No. 8,442)

(Continued from Sheet No. 8.441)

#### RULES AND REGULATIONS:

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

DEFINITIONS (continued):

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.

Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

#### TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. 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 three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice given at least three (3) 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 three (3) years written notice prior to resuming service under this Rate 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 Agreement for Curtailable Service. 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:

Transfers, with less than three (3) 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 curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate 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 costeffectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. 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 curtailable Demand and to take interruptible standby service from the Company, or
  - c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.443)

(Continued from Sheet No. 8.441)

#### DEFINITIONS (continued):

Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

#### TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. 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 three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice given at least three (3) 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 three (3) years written notice prior to resuming service under this Rate 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 Agreement for Curtailable Service. 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:

Transfers, with less than three (3) 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 curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate 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 costeffectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. 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 curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.443)

(Continued from Sheet No. 8.442)

#### PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate 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 Curtailment 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 rate schedule, or under this schedule with a shift from curtailable demand 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 three (3) years advance written notice, or
- c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

- rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) 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 \$.99 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

# **RULES AND REGULATIONS:**

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

# CURTAILABLE SERVICE - TIME OF USE (OPTIONAL)

#### RATE SCHEDULE: CST-3

#### AVAILABLE:

In all territory served.

# APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLDT-3 and will curtail this Demand by 200 kw or more upon request of the Company from time to time.

#### SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kv or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

#### MONTHLY RATE:

Customer Charge:	\$366.30	
Demand Charges: Base Demand Charge Capacity Payment Charge	\$5.72 per kw of Demand occurrin See Sheet No. 8.030	ng during the On-Peak Period.
Non-Fuel Energy Charges: Base Energy Charge Conservation Charge Environmental Charge	<u>On-Peak Period</u> .615¢ per kwh See Sheet No. 8.030 See Sheet No. 8.030	<u>Off-Peak Period</u> .493¢ per kwh
Additional Charges: Fuel Charge Franchise Fee Tax Clause	See Sheet No. 8.030 See Sheet No. 8.031 See Sheet No. 8.031	

Minimum: The Customer Charge plus the charge for the currently effective Base Demand.

#### RATING PERIODS:

#### On-Peak:

<u>November 1 through March 31</u>: 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. 8.543)

(Continued from Sheet No. 8.542)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their contracted maximum  $\underline{Firm} d\underline{D}emand$  for the duration of the e<u>C</u>urtailment  $\underline{P}eriod$ , 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 which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
- 3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, 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 during that period, less the applicable 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  $\underline{rRate sSchedule}$ .

#### CURTAILMENT CREDITS:

A monthly credit of \$1.56 per kw-kW is allowed based on the current Non-Firm Demand less the contracted maximum demand during a curtailment period. The Customer has the option to revise the contracted maximum demand Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made after a twelve (12) month period provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

#### CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current e<u>C</u>urtailment <u>p</u>Period than the <u>contracted maximumFirm</u> <u>d</u>Demand, then the Customer will be:

- 1. Rebilled at \$1.56/k<u>W</u> for the prior <u>12-36</u> months or the number of months since the prior Curtailment Period, whichever is less, and
- 2. Billed a penalty charge of \$3.36/kWw for the current month.

The k<u>W</u> used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum  $\frac{dD}{dt}$  maximum firm  $\frac{dD}{dt}$  maximum for a Curtailment Period.

#### CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

#### DEMAND:

Demand is the  $k\underline{W}$  to the nearest whole  $k\underline{W}$ , as determined from the Company's time of use metering equipment for the 30-minute period of Customer's greatest use for the designated on-peak periods during the month as adjusted for power factor.

#### TERM OF SERVICE:

Not less than one year.

#### RULES AND REGULATIONS:

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

(Continued on Sheet No. 8.544)

(Continued from Sheet No. 8.542)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, 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 which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
- 3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, 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 during that period, less the applicable 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.

# CURTAILMENT CREDITS:

A monthly credit of \$1.56 per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

# CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, then the Customer will be:

- 1. Rebilled at \$1.56/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
- 2. Billed a penalty charge of \$3.36/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

# CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

# <u>DEMAND</u>:

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

(Continued on Sheet No. 8.544)

(Continued from Sheet No. 8.543)

# DEFINITIONS:

Force Majeure:

Force Majeure fFor the purposes of this schedule Force Majeure 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.

#### Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

#### Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

#### TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. 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 three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice given at least three (3) 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 three (3) years written notice prior to resuming service under this Rate 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 Agreement for Curtailable Service. 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:

Transfers, with less than three (3) 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 curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate 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 costeffectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or

b. 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 curtailable Demand and to take interruptible standby service from the Company, or

c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.544.1)

#### (Continued from Sheet No. 8.543)

#### DEFINITIONS: Force Majeure

For the purposes of this schedule Force Majeure 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.

#### Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

#### Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

#### TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. 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 three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice given at least three (3) 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 three (3) years written notice prior to resuming service under this Rate 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 Agreement for Curtailable Service. 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:

Transfers, with less than three (3) 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 curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate 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 costeffectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or

b. 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 curtailable Demand and to take interruptible standby service from the Company, or

c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.544.1)

(Continued from Sheet No. 8.544)

# PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate 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 Curtailment 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 rate schedule, or under this schedule with a shift from curtailable demand 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 three (3) years advance written notice, or
- c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

- 1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) 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 \$.99 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

# **RULES AND REGULATIONS:**

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

Fourth-Fifth Revised Sheet No. 8.545 Cancels Third Fourth Revised Sheet No. 8.545

# CURTAILABLE SERVICE (OPTIONAL)

#### RATE SCHEDULE: CS-3

#### AVAILABLE:

In all territory served.

#### APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-3 and will curtail this Demand by 200 kwW or more upon request of the Company from time to time.

#### SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kv or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

## MONTHLY RATE:

Customer Charge:	\$366.30
Demand Charges: Base Demand Charge Capacity Payment Charge	\$5.72 per k <u>wW</u> of Demand See Sheet No. 8.030
Non-Fuel Energy Charges: Base Energy Charge Conservation Charge Environmental Charge	0.553¢ per k <u>wW</u> h See Sheet No. 8.030 See Sheet No. 8.030
Additional Charges: Fuel Charge Franchise Fee Tax Clause	See Sheet No. 8.030 See Sheet No. 8.031 See Sheet No. 8.031

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Minimum Charge: The Customer Charge plus the charge for the currently effective Base Demand.

#### CURTAILMENT CREDITS:

A monthly credit of \$1.56 per kwW is allowed based on the current <u>Non-Firm billing-D</u>demand <u>less the contracted</u> maximum demand for the Curtailment Periods. The Customer has the option to revise the contracted maximum demandFirm Demand once during the initial twelve (12) month period. Thereafter, <u>subject to the Term of Service and/or</u> the Provisions for Early Termination, a change to the Firm Demand may be made after a twelve (12) month period provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

#### CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current <u>Curtailment pPeriod</u> than the contracted maximumFirm dDemand, then the Customer will be:

- 1. Rebilled at \$1.56/k++<u>W</u> for the prior <del>12</del>-<u>36</u> months or the number of months since the prior Curtailment Period, whichever is less, and
- 2. Billed a penalty charge of 3.36/kwW for the current month.

The kwW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum dDemand during the current Curtailment Period and the contracted maximumFirm dDemand for a Curtailment Period.

(Continued on Sheet No. 8.546)

# CURTAILABLE SERVICE (OPTIONAL)

# RATE SCHEDULE: CS-3

# AVAILABLE:

In all territory served.

# APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-3 and will curtail this Demand by 200 kW or more upon request of the Company from time to time.

# SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kv or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

# MONTHLY RATE:

Customer Charge:	\$366.30
Demand Charges: Base Demand Charge Capacity Payment Charge	\$5.72 per kW of Demand See Sheet No. 8.030
Non-Fuel Energy Charges: Base Energy Charge Conservation Charge Environmental Charge	0.553¢ per kWh See Sheet No. 8.030 See Sheet No. 8.030
Additional Charges: Fuel Charge Franchise Fee	See Sheet No. 8.030 See Sheet No. 8.031

Minimum Charge: The Customer Charge plus the charge for the currently effective Base Demand.

See Sheet No. 8.031

# CURTAILMENT CREDITS:

Tax Clause

A monthly credit of \$1.56 per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

# CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, then the Customer will be:

- 1. Rebilled at \$1.56/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
- 2. Billed a penalty charge of \$3.36/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.546)

(Continued from Sheet No. 8.545)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their contracted maximum <u>Firm</u> <u>dD</u>emand for the duration of the Curtailment Period, 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 which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment or
- 3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, 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 during that period, less the applicable 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  $\underline{rRate sSchedule}$ .

#### CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

#### DEMAND:

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

#### TERM OF SERVICE:

Not less than one year.

#### **RULES AND REGULATIONS:**

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

#### **DEFINITIONS:**

#### Force Majeure:

Force Majeure fFor the purposes of this schedule Force Majeure 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.

#### Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

#### Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.547)

(Continued from Sheet No. 8.545)

#### PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, 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 which is performed at a pre-arranged time and date mutually agreeable to the

Company and the Customer and which is necessary for the Customer's implementation of load curtailment or

3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, 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 during that period, less the applicable 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.

# CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

# DEMAND:

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

# **DEFINITIONS:**

# Force Majeure

For the purposes of this schedule Force Majeure 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.

# Non-Firm Demand The current Demand less the amount of Firm Demand specified below.

#### Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.547)

(Continued from Sheet No. 8.546)

# TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. 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 three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice given at least three (3) 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 three (3) years written notice prior to resuming service under this Rate 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 Agreement for Curtailable Service. 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:

Transfers, with less than three (3) 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 curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate 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 Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. 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 curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.548)

# (Continued from Sheet No. 8.547)

# PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (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 in accordance with the FPL Curtailment Program, 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 Curtailment 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 rate schedule, or under this schedule with a shift from curtailable demand 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 three (3) years advance written notice, or
- c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

- 1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) 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 \$.99 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

# RULES AND REGULATIONS:

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

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	<u>Fifth</u> Fourth	Revised	Sheet No.	9.600
Cancels	Fourth Third	Revised	Sheet No.	9.600

			FPL ACCOUNT No.
			FPL PREMISE No.
		AGREEMENT FOR CUR	TAILABLE SERVICE
This	Agreement, made this	day of	, by and between (hereinafter called the Customer) located at
<del></del> .1_	······································	in	(hereinafter called the Customer) located at Florida and Florida Power & Light
Com	pany, a corporation, organized and	existing under the laws of the State of	, Florida and Florida Power & Light Florida (hereinafter called the Company).
		WITNESS	SETH
That	for and in consideration of the muta	al covenants and agreements set forth	herein, the parties hereto agree as follows:
1.	shall pay monthly the Custom	ectric service pursuant to Rate Sch D. If the Customer's Demand is insu er Charge, Demand Charge for the but never less than the minimum ch	edule, marked Exhibit "A", which is made a part of this ifficient to qualify for said rate it is hereby agreed that the Customer minimum demand or the currently effective demand, whichever is arge provided for on Exhibit "A".
2.	That the Customer agrees to cu	rtail Demand by 200 <del>K<u>k</u>W or more</del>	upon request of the Company.
3.	That the Customer agrees to cu Company.	rtail to a maximum demand of	<u><math>Kk</math></u> W during the curtailment periods specified by the
4.	maximum demand specified in initial twelve (12) month perio Schedule marked Exhibit "A", does not decrease the total am	paragraph 3. The Customer has the d. Thereafter, <u>subject to the Term</u> a change to the maximum deman- ount of Non-Firm Demand determ e previous 12 months; or (ii) the	ference between the Customer's monthly billing demand and the e option to revise the contracted maximum demand once during the of Service and/or the Provisions for Early Terminations of the Rate <u>d specified in paragraph 3 may be made provided that the revision</u> ned pursuant to the Rate Schedule marked Exhibit "A", during the average of the number of billing months under the Rate Schedule
5.	recover from the Customer all	excess curtailment credits issued in	curtail to the demand specified in paragraph 3, the Company shall the preceding $36+2$ months, or since the last curtailment whichever the Rate Schedule marked Exhibit "A".
6.	successive rate schedule which Customer. In the event any of	a may be approved from time to t	t "A", which is attached to and made a part of this Agreement, or its ime by the Florida Public Service Commission, shall apply to the met, the Customer will be placed on an appropriate non-curtailable e.
7.	That failure or delay by either waiver of any of the provisions		nedies provided herein or by law, shall not be deemed to constitute
8.			entations, either written, verbal, or otherwise between the Customer constitutes the entire Agreement between the parties.
IN W effecti	TINESS WHEREOF, the partie we as of the day and year first written the day and year first the day a	s hereby caused this Agreement to len above.	be executed in triplicate by their duly authorized representatives to be
Charg	es and Terms Accepted:		
Cust	omer (Print or type name of Organi	zation)	FLORIDA POWER & LIGHT COMPANY
By: Signa	ture (Authorized Representative)		By:(Signature)
<del></del>	(Print or type name)	<u> </u>	(Print or type name)
Title:_			Title:

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Fifth Revised Sheet No. 9.600 Cancels Fourth Revised Sheet No. 9.600

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FPL ACCOUNT No. \_\_\_

FPL PREMISE No.

# AGREEMENT FOR CURTAILABLE SERVICE

	in	ί
That 1. 2.	WITNESSETH at for and in consideration of the mutual covenants and agreements set forth herein The Company shall provide electric service pursuant to Rate Schedule	a (hereinafter called the Company).
1. 2.	t for and in consideration of the mutual covenants and agreements set forth herein The Company shall provide electric service pursuant to Rate Schedule	
1. 2.	The Company shall provide electric service pursuant to Rate Schedule	n, the parties hereto agree as follows:
2.		
	Agreement and attached hereto. If the Customer's Demand is insufficie shall pay monthly the Customer Charge, Demand Charge for the minin larger, and the Energy Charge but never less than the minimum charge p	ent to qualify for said rate it is hereby agreed that the Customer mum demand or the currently effective demand, whichever is
3.	That the Customer agrees to curtail Demand by 200 kW or more upon re-	request of the Company.
	That the Customer agrees to curtail to a maximum demand of Company.	kW during the curtailment periods specified by the
4.	That the monthly curtailment credit shall be based on the difference maximum demand specified in paragraph 3. The Customer has the opti initial twelve (12) month period. Thereafter, subject to the Term of Sex Schedule marked Exhibit "A", a change to the maximum demand spec does not decrease the total amount of Non-Firm Demand determined p lesser of: (i) the average of the previous 12 months; or (ii) the average marked Exhibit "A".	ion to revise the contracted maximum demand once during the prvice and/or the Provisions for Early Terminations of the Rate cified in paragraph 3 may be made provided that the revision pursuant to the Rate Schedule marked Exhibit "A", during the
5.	That in the event the Customer fails at any time for any reason to curta recover from the Customer all excess curtailment credits issued in the p less, and shall also recover a penalty charge in accordance with the Rate	preceding 36 months, or since the last curtailment whichever is
5.	That all terms and conditions of the Rate Schedule marked Exhibit "A", successive rate schedule which may be approved from time to time b Customer. In the event any of these terms and conditions are not met, to service rate for a period no less than the term of service of that rate.	by the Florida Public Service Commission, shall apply to the
7.	That failure or delay by either party in exercising any rights or remedie waiver of any of the provisions hereof.	es provided herein or by law, shall not be deemed to constitute
3.	That this Agreement supersedes all previous agreements or representation and the Company, with respect to the matters contained herein and const	
	WITNESS WHEREOF, the parties hereby caused this Agreement to be exective as of the day and year first written above.	ecuted in triplicate by their duly authorized representatives to be
Charg	rges and Terms Accepted:	
Cust	stomer (Print or type name of Organization)	FLORIDA POWER & LIGHT COMPANY
By: Signa	nature (Authorized Representative)	By:(Signature)
2	-	
	(Print or type name)	(Print or type name)
itle:		Title:

# **APPENDIX C**

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page 1 06-Apr-06

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#### INPUT DATA -- PART I CONTINUED PROGRAM METHOD SELECTED: REV\_REQ PROGRAM NAME: Curtallable Load Control

#### PROGRAM DEMAND SAVINGS & LINE LOSSES I.

#### AVOIDED GENERATOR AND T&D COSTS IV.

	(1) CUSTOMER kW REDUCTION AT METER	1.00	4
	(2) GENERATOR KW REDUCTION PER CUSTOMER	1.34	kW
	(3) kW LINE LOSS PERCENTAGE	9.03	%
	(4) GENERATOR kWh REDUCTION PER CUSTOMER	6.46	kWh ****
	(5) kWh LINE LOSS PERCENTAGE	7.16	%
	(6) GROUP LINE LOSS MULTIPLIER	1.00	
	(7) CUSTOMER kWh INCREASE AT METER	3.39	kWh ****
п.	ECONOMIC LIFE & K FACTORS		
	(1) STUDY PERIOD FOR THE CONSERVATION PROGRAM	26	YEARS
	(2) GENERATOR ECONOMIC LIFE	25	YEARS
	(3) T&D ECONOMIC LIFE	35	YEARS
	(4) K FACTOR FOR GENERATION	1.65312	
	(5) K FACTOR FOR T & D	1.61194	
III.	UTILITY & CUSTOMER COSTS		
111.	UTILITY & CUSTOMER COSTS (1) UTILITY NON RECURRING COST PER CUSTOMER	***	\$/CUST
III.			\$/CUST \$/CUST
III.	(1) UTILITY NON RECURRING COST PER CUSTOMER	***	
III.	(1) UTILITY NON RECURRING COST PER CUSTOMER	***	\$/CUST
JII.	(1) UTILITY NON RECURRING COST PER CUSTOMER (2) UTILITY RECURRING COST PER CUSTOMER (3) UTILITY COST ESCALATION RATE	*** ***	\$/CUST %**
JII.	(1) UTILITY NON RECURRING COST PER CUSTOMER         (2) UTILITY RECURRING COST PER CUSTOMER         (3) UTILITY COST ESCALATION RATE         (4) CUSTOMER EQUIPMENT COST	***	\$/CUST %** \$/CUST
III.	(1) UTILITY NON RECURRING COST PER CUSTOMER         (2) UTILITY RECURRING COST PER CUSTOMER         (3) UTILITY COST ESCALATION RATE         (4) CUSTOMER EQUIPMENT COST         (5) CUSTOMER EQUIPMENT ESCALATION RATE	40 40 40 40 40 40 40 40 40 40 40 40	\$/CUST %** \$/CUST %**
ні.	(1) UTILITY NON RECURRING COST PER CUSTOMER         (2) UTILITY RECURRING COST PER CUSTOMER         (3) UTILITY COST ESCALATION RATE         (4) CUSTOMER EQUIPMENT COST         (5) CUSTOMER EQUIPMENT ESCALATION RATE         (6) CUSTOMER O& M COST	*** *** *** ***	S/CUST %** S/CUST %** S/CUST/YR %** S/CUST/YR
Ш. ,	(1) UTILITY NON RECURRING COST PER CUSTOMER         (2) UTILITY RECURRING COST PER CUSTOMER         (3) UTILITY COST ESCALATION RATE         (4) CUSTOMER EQUIPMENT COST.         (5) CUSTOMER EQUIPMENT ESCALATION RATE         (6) CUSTOMER O& M COST         (7) CUSTOMER O & M COST ESCALATION RATE	*** *** *** ***	\$/CUST %** \$/CUST %** \$/CUST/YR %**
ш. *	(1) UTILITY NON RECURRING COST PER CUSTOMER         (2) UTILITY RECURRING COST PER CUSTOMER         (3) UTILITY COST ESCALATION RATE         (4) CUSTOMER EQUIPMENT COST         (5) CUSTOMER EQUIPMENT ESCALATION RATE         (6) CUSTOMER 0 & M COST         (7) CUSTOMER 0 & M COST ESCALATION RATE         (8) INCREASED SUPPLY COSTS	*** *** *** ***	\$/CUST %** \$/CUST %** \$/CUST/YR %** \$/CUST/YR %**
Ш. *	(1) UTILITY NON RECURRING COST PER CUSTOMER         (2) UTILITY RECURRING COST PER CUSTOMER         (3) UTILITY COST ESCALATION RATE         (4) CUSTOMER EQUIPMENT COST         (5) CUSTOMER EQUIPMENT ESCALATION RATE         (6) CUSTOMER 0 & M COST         (7) CUSTOMER 0 & M COST         (8) INCREASED SUPPLY COSTS         (9) SUPPLY COSTS ESCALATION RATES	*** *** *** ***	\$/CUST %** \$/CUST %** \$/CUST/YR %** \$/CUST/YR %**
Ш. * * *	(1) UTILITY NON RECURRING COST PER CUSTOMER         (2) UTILITY RECURRING COST PER CUSTOMER         (3) UTILITY COST ESCALATION RATE         (4) CUSTOMER EQUIPMENT COST         (5) CUSTOMER EQUIPMENT ESCALATION RATE         (6) CUSTOMER O & M COST         (7) CUSTOMER O & M COST ESCALATION RATE         (8) INCREASED SUPPLY COSTS         (9) SUPPLY COSTS ESCALATION RATES.         (10) UTILITY DISCOUNT RATE	**** *** *** *** 8.37 7.84	\$/CUST %** \$/CUST %** \$/CUST/YR %** \$/CUST/YR %**
~	(1) UTILITY NON RECURRING COST PER CUSTOMER         (2) UTILITY RECURRING COST PER CUSTOMER         (3) UTILITY COST ESCALATION RATE         (4) CUSTOMER EQUIPMENT COST         (5) CUSTOMER EQUIPMENT ESCALATION RATE         (6) CUSTOMER 0 & M COST         (7) CUSTOMER 0 & M COST ESCALATION RATE         (8) INCREASED SUPPLY COSTS         (9) SUPPLY COSTS ESCALATION RATE         (10) UTILITY DISCOUNT RATE         (11) UTILITY AFUDC RATE	**** *** *** *** *** *** 8.37 7.84	\$/CUST %** \$/CUST %** \$/CUST/YR %** \$/CUST/YR %** % %

(1)	BASE YEAR	2006	
(2)	IN-SERVICE YEAR FOR AVOIDED GENERATING UNIT	2011	
(3)	IN-SERVICE YEAR FOR AVOIDED T&D	2009-2011	
(4)	BASE YEAR AVOIDED GENERATING COST	492.12	\$/kW
(5)	BASE YEAR AVOIDED TRANSMISSION COST	0.00	\$/kW
(6)	BASE YEAR DISTRIBUTION COST	0.00	\$/kW
(7)	GEN, TRAN & DIST COST ESCALATION RATE	3.00	%**
(8)	GENERATOR FIXED O & M COST	30.93	\$/kW/YR
(9)	GENERATOR FIXED O&M ESCALATION RATE	4.35	%**
(10)	TRANSMISSION FIXED O & M COST	0.00	\$/kW
(11)	DISTRIBUTION FIXED O & M COST	0.00	\$/kW
(12)	T&D FIXED O&M ESCALATION RATE	4.35	%**
(13)	AVOIDED GEN UNIT VARIABLE O & M COSTS	0.082	CENTS/kWh
(14)	GENERATOR VARIABLE O&M COST ESCALATION RATE	1.99	%**
(15)	GENERATOR CAPACITY FACTOR	4%	** (In-service year)
(16)	AVOIDED GENERATING UNIT FUEL COST	6 32	CENTS PER kWh** (In-service year)
(17)	AVOJDED GEN UNIT FUEL COST ESCALATION RATE	4.44	%**

#### NON-FUEL ENERGY AND DEMAND CHARGES

v.

(1) NON FUEL COST IN CUSTOMER BILL	K-WR	CENTS/kWh
(2) NON-FUEL COST ESCALATION RATE		%
(3) DEMAND CHARGE IN CUSTOMER BILL	***	\$/kW/MO
(4) DEMAND CHARGE ESCALATION RATE	<b>\$</b> А\$	%

\* SUPPLEMENTAL INFORMATION NOT SPECIFIED IN WORKBOOK

VALUE SHOWN IS FOR FIRST VEAR ONLY (VALUE VALUES OVER TIME)
 PROGRAM COST CALCULATION VALUES ARE SHOWN ON PAGE 2
 THIS IS A LOAD SHIFTING PROGRAM. VALUE SHOWN IN ITEM (4) IS ANNUAL KWH/CUST SHIFTED AWAY FROM PEAK HRS. VALUE SHOWN IN ITEM (7) IS ANNUAL KWH/CUST THAT IS PAID BACK DURING OFF-PEAK.

# \* INPUT DATA -- PART 1 CONTINUED PROGRAM METHOD SELECTED: REV\_REQ PROGRAM NAME: Curtallable Load Control

$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	
YEAR         \$(000) <td></td>	
INCENTIVES         INCENTIVES         COSTS         COSTS         LOSSES         COSTS	NT
YEAR         \$(000) <td></td>	
2006         0	
2007         41         429         0         470         13         (1)         0         0         0         0         0           2008         43         873         0         916         4         (1)         0	
2008         43         873         0         916         4         (1)         0         0         0         0         0           2009         45         902         0         947         0         (0)         0	
2009         45         902         0         947         0         (0)         0         0         0         0         0           2010         48         932         0         980         0         (0)         0         0         0         0         0           2011         49         948         0         997         0         (0)         0         0         0         0         0	
2010         48         932         0         980         0         (0)         0 <th< td=""><td></td></th<>	
2011 49 948 0 997 0 (0) 0 0 0 0	
2012 51 948 0 998 0 (0) 0 0 0 0	
2013 52 948 0 1,000 0 (0) 0 0 0 0	
2014 53 948 0 1,001 0 (0) 0 0 0 0	
2015 55 948 0 1,002 0 (0) 0 0 0 0	
2016 56 948 0 1,004 0 (0) 0 0 0 0	
2017 58 948 0 1,005 0 (0) 0 0 0 0 0	
2018 59 948 0 1,007 0 (0) 0 0 0 0	
2019 61 948 0 1,009 0 (0) 0 0 0 0	
2020 63 948 0 1,010 0 (0) 0 0 0 0	
2021 64 948 0 1,012 0 (0) 0 0 0 0	
2022 66 948 0 1,014 0 (0) 0 0 0 0	
2023 68 948 0 1,016 0 (0) 0 0 0 0	
2024 70 948 0 1,018 0 (0) 0 0 0 0	
2025 72 948 0 1,019 0 (0) 0 0 0 0	
2026 74 948 0 1,021 0 (0) 0 0 0 0	
2027 76 948 0 1,023 0 (0) 0 0 0 0	
2028 78 948 0 1,025 0 (0) 0 0 0 0	
2029 80 948 0 1,028 0 (0) 0 0 0 0	
2030 82 948 0 1,030 0 (0) 0 0 0 0 0	
2031 85 948 0 1,032 0 (0) 0 0 0 0 0	

NOM	1,550	23,035	0	24,585	26	(4)	0	0	0	0
NPV	572	9,214	0	9,786	19	(2)	0	ů	0	0
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\* SUPPLEMENTAL INFORMATION NOT SPECIFIED IN WORKBOOK \*\* NEGATIVE COSTS WILL BE CALCULATED AS POSITIVE BENEFITS FOR TRC AND RIM TESTS

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#### CALCULATION OF GEN K-FACTOR PROGRAM METHOD SELECTED REV\_REQ PROGRAM NAME: Curtallable Load Control

	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14) REPLACEMENT
										TOTAL	PRESENT WORTH	CUMULATIVE	COST BASIS
					DIGO D	PROPERTY	PROPERTY		DEFERRED	FIXED	FIXED	PW FIXED	FOR
	BEG-YEAR	0707	PREFERRED STOCK	COMMON	INCOME TAXES	TAX	INSURANCE	DEPREC.	TAXES	CHARGES	CHARGES	CHARGES	PROPERTY INSURANCE
100.40	RATE BASE \$(000)	DEBT \$(000)	\$(000)	EQUITY \$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)
YEAR	25,514	792		1,649	1,080	0	0	1,002	(5)	4,518	4,518	4,518	25,038
2011	25,514 24,518	761	0	1,584	709	461	120	1,002	326	4,963	4,579	9,097	25,038
2012	23,190	720	0	1,499	706	441	120	1,002	274	4,765	4,058	13,155	25,790
2013	21,915	680	0	1,416	702	421	128	1,002	227	4,575	3,595	16,749	26,563
2014 2015	20,686	642	0	1,337	697	401	131	1,002	182	4,392	3,184	19,934	27,360
2015	19,503	606	0	1,260	689	381	135	1,002	141	4,214	2,819	22,753	28,181
2018	18,360	570	ů.	1,186	681	361	139	1,002	104	4,042	2,496	25,249	29,026
2018	17,254	536	ů.	1,115	671	341	144	1,002	69	3,876	2,208	27,457	29,897
2018	16,184	503	0	1,046	633	320	148	1,002	63	3,714	1,953	29,410	30,794
2019	15,119	469	0	977	590	300	152	1,002	63	3,554	1,724	31,133	31,718
2020	14.055	436	0	908	547	280	157	1,002	63	3,393	1,519	32,652	32,670
2022	12,990	403	0	839	504	260	162	1,002	63	3,233	1,335	33,988	33,650
2022	11,926	370	Ő	771	460	240	166	1,002	63	3,073	1,171	35,159	34,659
2024	10,861	337	0	702	417	220	171	1,002	63	2,913	1,024	36,183	35,699
2025	9,797	304	0	633	374	200	176	1,002	63	2,753	893	37,077	36,770
2026	8,732	271	0	564	331	180	182	1,002	63	2,593	776	37,853	37,873
2027	7,668	238	0	496	288	160	187	1,002	63	2,433	672	38,525	39,009
2028	6,603	205	0	427	244	140	193	1,002	63	2,274	580	39,105	40,179
2029	5,538	172	0	358	201	120	199	1,002	63	2,114	498	39,603	41,385
2030	4,474	139	0	289	158	100	205	1,002	63	1,955	425	40,027	42,626
2031	3,409	106	0	220	327	80	211	1,002	(150)	1,796	360	40,387	43,905
2032	2,557	79	0	165	505	60	217	1,002	(362)	1,667	308	40,695	45,222
2033	1,918	60	0	124	479	40	224	1,002	(362)	1,566	267	40,963	46,579
2034	1,279	40	0	83	453	20	230	1,002	(362)	1,465	231	41,193	47,976
2035	639	20	0	41	427	0	237	1,002	(362)	1,365	198	41,392	49,416

IN SERVICE COST (\$000)	25,038
IN SERVICE YEAR	2011
BOOK LIFE (YRS)	25
EFFEC. TAX RATE	38,575
DISCOUNT RATE	8.4%
PROPERTY TAX	2.00%
PROPERTY INSURANCE	0.48%

SOURCE	WEIGHT	COST
DEBT	45%	6.90
P/S	0%	0.00
C/S	55%	11.75

K-FACTOR = CPWFC / IN-SVC COST =

1.65312

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#### DEFERRED TAX AND MID-YEAR RATE BASE CALCULATION PROGRAM METHOD SELECTED: REV\_REQ PROGRAM NAME: Curtafable Load Control

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
						BOOK	ACCUMULATED	DEFERRED						
			ACCUMULATED		ACCUMULATED	DEPRECIATION	BOOK DEPR	TAX	TOTAL				ANNUAL	ACCUMULATED
	TAX	TAX	TAX	BOOK	BOOK	FOR	FOR	DUE TO	EQUITY	BOOK DEPR	(10)*(11)	SALVAGE	DEFERRED TAX	DEFERRED
	DEPRECIATION	DEPRECIATION	DEPRECIATION	DEPRECIATION	DEPRECIATION	DEFERRED TAX	DEFERRED TAX	DEPRECIATION	AFUDC	RATE	TAX RATE	TAX RATE	(9)-(12)+(13)	TAX
YEAR	SCHEDULE	<b>S</b> (000)	\$(000)	<b>S</b> (000)	\$(000)	\$(000)	<b>\$(</b> 000)	\$(000)	<b>\$</b> (000)	MINUS I/LIFE	\$(000)	\$(000)	\$(000)	\$(000)
2011	3.75%	926	926	1,002	1,002	939	939	(5)	1,569	0	0		(5)	(481)
2012	7.22%	1,783	2,710	1,002	2,003	939	1,878	326	1,569	0	0	0	326	(155)
2013	6.68%	1,649	4,359	1,002	3,005	939	2,816	274	1,569	0	0	0	274	119
2014	6.18%	1,527	5,886	1,002	4,006	939	3,755	227	1,569	0	0	0	227	346
2015	5.71%	1,411	7,297	1,002	5,008	939	4,694	182	1,569	0	0	0	182	528
2016	5.29%	1,306	8,603	1,002	6,009	939	5,633	141	1,569	0	0	0	141	670
2017	4.89%	1,207	9,810	1,002	7,011	939	6,571	104	1,569	0	0	0	104	773
2018	4.52%	1,117	10,927	1,002	8,012	939	7,510	69	1,569	0	0	0	69	842
2019	4.46%	1,102	12,030	1,002	9,014	939	8,449	63	1,569	0	0	0	63	905
2020	4.46%	1,102	13,132	1,002	10,015	939	9,388	63	1,569	0	0	0	63	968
2021	4.46%	1,102	14,234	1,002	11,017	939	10,327	63	1,569	0	0	0	63	1,031
2022	4.46%	1,102	15,336	1,002	12,018	939	11,265	63	1,569	0	0	0	63	1,094
2023	4.46%	1,102	16,438	1,002	13,020	939	12,204	63	1,569	0	0	0	63	1,157
2024	4.46%	1,102	17,540	1,002	14,022	939	13,143	63	1,569	0	0	0	63	1,220
2025	4.46%	1,102	18,642	1,002	15,023	939	14,082	63	1,569	0	0	0	63	1,283
2026	4.46%	1,102	19,744	1,002	16,025	939	15,020	63	1,569	0	0	0	63	1,346
2027	4.46%	1,102	20,847	1,002	17,026	939	15,959	63	1,569	0	0	0	63	1,409
2028	4.46%	1,102	21,949	1,002	18,028	939	16,898	63	1,569	0	0	0	63	1,472
2029	4.46%	1,102	23,051	1,002	19,029	939	17,837	63	1,569	0	0	0	63	1,535
2030	4.46%	1,102	24,153	1,002	20,031	939	18,775	63	1,569	0	0	0	63	1,598
2031	2.23%	551	24,704	1,002	21,032	939	19,714	(150)	1,569	0	0	0	(150)	1,449
2032	0.00%	0	24,704	1,002	22,034	939	20,653	(362)	1,569	0	0	0	(362)	1,087
2033	0.00%	0	24,704	1,002	23,035	939	21,592	(362)	1,569	0	0	0	(362)	725
2034	0.00%	0	24,704	1,002	24,037	939	22,531	(362)	1,569	0	0	0	(362)	362
2035	0.00%	0	24,704	1,002	25,638	939	23,469	(362)	1,569	0	0	0	(362)	0

SALVAGE / REMOVAL COST	0.00
YEAR SALVAGE / COST OF REMOVAL	2029
DEFERRED TAXES DURING CONSTRUCTION (SEE PAGE 5)	(476)
TOTAL EQUITY AFUDC CAPITALIZED (SEE PAGE 5)	1,569
BOOK DEPR RATE - 1/USEFUL LIFE	4.00%

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#### DEFERRED TAX AND MID-YEAR RATE BASE CALCULATION PROGRAM METHOD SELECTED: REV\_REQ PROGRAM NAME: Curtallable Load Control

(1)	(2)	(3)	(4)	(5) END OF YEAR	(5a)*	(5b) <b>*</b>	(6)	(7)	(8)
				NET			BEGINNING	ENDING OF	
	TAX	TAX	DEFERRED	PLANT IN	ACCUMULATED	ACCUMULATED	YEAR RATE	YEAR RATE	MID-YEAR
	DEPRECIATION	DEPRECIATION	TAX	SERVICE	DEPRECIATION	DEF TAXES	BASE	BASE	RATE BASE
YEAR	SCHEDULE	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)
2011	3.75%	926	(5)	24,037	1,002	(481)	25,514	24,518	25,016
2012	7.22%	1,783	326	23,035	2,003	(155)	24,518	23,190	23,854
2013	6.68%	1,649	274	22,034	3,005	119	23, 190	21,915	22,553
2014	6.18%	1,527	227	21.032	4,006	346	21,915	20,686	21,301
2015	5.71%	1,411	182	20,031	5,008	528	20,686	19,503	20,094
2016	5.29%	1,306	141	19,029	6,009	670	19,503	18,360	18,931
2017	4.89%	1,207	104	18,028	7,011	773	18,360	17,254	17,807
2018	4.52%	1,117	69	17,026	8,012	842	17,254	16,184	16,719
2019	4.46%	1,102	63	16,025	9,014	905	16,184	15,119	15,652
2020	4.46%	1,102	63	15,023	10,015	968	15,119	14,055	14,587
2021	4.46%	1,102	63	14,022	11,017	1,031	14,055	12,990	13,523
2022	4.46%	1,102	63	13,020	12,018	1,094	12,990	11,926	12,458
2023	4.46%	1,102	63	12,018	13,020	1,157	11,926	10,861	11,393
2024	4.46%	1,102	63	11,017	14,022	1,220	10,861	9,797	10,329
2025	4.46%	1,102	63	10,015	15,023	1,283	9,797	8,732	9,264
2026	4.46%	1,102	63	9,014	16,025	1,346	8,732	7,668	8,200
2027	4.46%	1,102	63	8,012	17,026	1,409	7,668	6,603	7,135
2028	4.46%	1,102	63	7,011	18,028	1,472	6,603	5,538	6,071
2029	4.46%	1,102	63	6,009	19,029	1,535	5,538	4,474	5,006
2030	4.46%	1,102	63	5,008	20,031	1,598	4,474	3,409	3,942
2031	2.23%	551	(150)	4,006	21,032	1,449	3,409	2,557	2,983
2032	0.00%	0	(362)	3,005	22,034	1,087	2,557	1,918	2,238
2033	0.00%	0	(362)	2,003	23,035	725	1,918	1,279	1,598
2034	0.00%	0	(362)	1,002	24,037	362	1,279	639	959
2035	0.00%	0	(362)	0	25,038	0	639	0	319

\* Column not specified in workbook

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(1)	(2)	(3)	(4)	(5)	(6)	(7)
						CUMULATIVE
	NO.YEARS	PLANT	CUMULATIVE	YEARLY	ANNUAL	AVERAGE
	BEFORE	ESCALATION	ESCALATION	EXPENDITURE	SPENDING	SPENDING
YEAR	IN-SERVICE	RATE	FACTOR	(%)	(\$/kW)	(\$/kW)
2006	-5	0.00%	1.000	0.00%	0.00	0.00
2006	-5 -4	0.00%	1.000	0.00% 0.00%	0.00 0.00	0.00 0.00
2007	-4	3.00%	1.030	0.00%	0.00	0.00

				100.00%	538.96	_						
		(8)	(8a)*	(8b)*	(9)	(9a)*	(9b)*	(9c)*	(9d)*	(9e)*	(10)	(11)
		CUMULATIVE		CUMULATIVE	YEARLY	CUMULATIVE	CONSTRUCTION			CUMULATIVE	INCREMENTAL	CUMULATIVE
	NO.YEARS	SPENDING	DEBT	DEBT	TOTAL	TOTAL	PERIOD	CUMULATIVE	DEFERRED	DEFERRED	YEAR-END	YEAR-END
	BEFORE	WITH AFUDC	AFUDC	AFUDC	AFUDC	AFUDC	INTEREST	CPI	TAXES	TAXES	BOOK VALUE	BOOK VALUE
YEAR	IN-SERVICE	(\$/kW)	(\$/kW)	( <b>\$</b> /kW)	(\$/kW)	(\$/kW)	(\$/kW)	(\$/kW)	( <b>S</b> /kW)	(\$/kW)	(\$/kW)	( <b>\$</b> /kW)
2006	-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2007	-4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2008	-3	44.38	1.38	1.38	3.48	3.48	3.06	3.06	(0.65)	(0.65)	92.23	92.23
2009	-2	250.87	7.81	9.19	19.72	23.20	17.28	20.34	(3.65)	(4.30)	336.99	429.23
2010	-1	495.69	15.52	24.71	39.20	62.40	34.01	54.35	(7.13)	(11.43)	172.13	601.36

24.71

54.35

(11.43)

601.36

			BOOK BASIS	BOOK BASIS FOR DEF TAX	TAX BASIS
IN SERVICE YEAR	2011	CONSTRUCTION CASH	22,440	22,440	22,440
PLANT COSTS	492.12	EQUITY AFUDC	1,569		
AFUDC RATE	7.84%	DEBT AFUDC	1,029	1,029	
		CPI			2,263
		TOTAL	25,038	23,469	24,703

62.40

\* Column not specified in workbook

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INPUT DATA -- PART 2 PROGRAM METHOD SELECTED : REV\_REQ PROGRAM NAME: Curtallable Load Control

(1)	(2)	(3)	(4) UTILITY	(5)	(6)*	(7)	(8)	(9)
	CUMULATIVE	ADJUSTED	AVERAGE	AVOIDED	INCREASED			
	TOTAL	CUMULATIVE	SYSTEM	MARGINAL	MARGINAL	REPLACEMENT	PROGRAM kW	PROGRAM kWh
	PARTICIPATING	PARTICIPATING	FUEL COST	FUEL COST	FUEL COST	FUEL COST	EFFECTIVENESS	EFFECTIVENESS
YEAR	CUSTOMERS	CUSTOMERS	(C/kWh)	(C/kWh)	(C/kWh)	(C/kWh)	FACTOR	FACTOR
2006	0	0	7.71	10.98	7.71	0.00	1.00	0.27
2007	28,139	28,139	7.74	9.78	7.74	0.00	1.00	3.00
2008	29,046	29,046	6.46	9,25	6.46	0.00	1.00	1.00
2009	30,046	30,046	6.20	8.21	6.20	0.00	1.00	1.00
2010	31,046	31,046	5.58	7.27	5,58	0.00	1.00	1.00
2011	31,046	31,046	5.89	7.78	5.89	7.52	1.00	0.27
2012	31,046	31,046	6.06	8.14	6.06	6.80	1.00	1.00
2013	31,046	31,046	6.29	8.57	6.29	7.65	1.00	1.00
2014	31,046	31,046	6.43	9.00	6.43	8.10	1.00	1.00
2015	31,046	31,046	6.79	9.42	6,79	7.74	1.00	00.1
2016	31,046	31,046	7.14	10.16	7.14	9.08	1.00	1.00
2017	31,046	31,046	7.21	11.09	7.21	9.93	1.00	1.00
2018	31,046	31,046	7.67	12.02	7,67	9.87	1.00	1.00
2019	31,046	31,046	8.05	12.83	8.05	10.52	1.00	1.00
2020	31,046	31,046	8.30	13.65	8.30	10.44	1.00	1.00
2021	31,046	31,046	8.51	14.12	8.51	12.95	1.00	1.00
2022	31,046	31,046	8.73	14.56	8.73	10.56	1.00	1.00
2023	31,046	31,046	8.86	14.98	8.86	11.55	1,00	1.00
2024	31,046	31,046	8.91	15.26	8.91	15.91	1.00	1.00
2025	31,046	31,046	9.22	15.74	9.22	14.25	1.00	1.00
2026	31,046	31,046	9.42	16.26	9.42	15.42	1.00	1.00
2027	31,046	31,046	9.66	16.66	9.66	17.44	1.00	1.00
2028	31,046	31,046	9.85	17.11	9.85	15.36	1.00	1.00
2029	31,046	31,046	10.04	17.50	10.04	16.09	1.00	1.00
2030	31,046	31,046	10.24	17.90	10.24	18.01	1.00	1.00
2031	31,046	31,046	10,54	18.49	10.54	13.65	1.00	1.00

\* THIS COLUMN IS USED ONLY FOR LOAD SHIFTING PROGRAMS WHICH SHIFT CONSUMPTION TO OFF-PEAK PERIODS. THE VALUES REPRESENT THE OFF PEAK SYSTEM FUEL COSTS.

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#### AVOIDED GENERATING BENEFITS PROGRAM METHOD SELECTED: REV\_REQ PROGRAM NAME: Curtailable Load Control

	(2) AVOIDED GEN UNIT	(3) AVOIDED GEN UNIT	(4) AVOIDED GEN UNIT	(5) AVOIDED GEN UNIT	(6) REPLACEMENT	(7) AVOIDED GEN UNIT
YEAR	CAPACITY COST \$(000)	FIXED O&M \$(000)	VARIABLE O&M \$(000)	FUEL COST <b>S</b> (000)	FUEL COST <b>\$(</b> 000)	BENEFITS \$(000)
2006	0	0	0	0	0	0
2007	0	0	0	0	0	0
2008	0	0	0	0	0	0
2009	0	0	0	0	0	0
2010	0	0	0	0	0	0
2011	4,518	1,600	14	973	1,157	5,948
2012	4,963	1,676	22	1,557	1,603	6,615
2013	4,765	1,755	45	3,255	3,577	6,243
2014	4,575	1,834	53	3,812	4,295	5,979
2015	4,392	1,916	85	6,165	6,395	6,162
2016	4,214	2,002	93	7,064	8,054	5,321
2017	4,042	2,094	70	5,523	6,420	5,309
2018	3,876	2,190	69	5,571	6,101	5,606
2019	3,714	2,290	62	5,114	5,666	5,514
2020	3,554	2,395	52	4,403	4,610	5,794
2021	3,393	2,505	52	4,472	5,622	4,800
2022	3,233	2,619	45	3,844	3,821	5,920
2023	3,073	2,735	42	3,589	3,773	5,666
2024	2,913	2,856	32	2,795	3,922	4,673
2025	2,753	2,981	33	2,875	3,497	5,146
2026	2,593	3,112	31	2,703	3,439	4,999
2027	2,433	3,248	29	2,558	3,570	4,698
2028	2,274	3,390	25	2,178	2,592	5,275
2029	2,114	3,539	24	2,093	2,530	5,240
2030	1,955	3,693	21	1,854	2,429	5,094
2031	1,796	3,855	20	1,755	1,686	5,740

NOM	71,144	54,285	917	74,154	84,759	115,741
NPV	27,021	16,081	332	26,074	29,385	40,123

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#### AVOIDED T&D AND PROGRAM FUEL SAVINGS PROGRAM METHOD SELECTED: REV\_REQ PROGRAM NAME : Curtaliable Load Coutrol

(1)	(2)	(3)	(4) Total	(5)	(6)	(7) Total	(8)	(8a)*
	AVOIDED	AVOIDED	AVOIDED	AVOIDED	AVOIDED	AVOIDED		PROGRAM
	TRANSMISSION	TRANSMISSION	TRANSMISSION	DISTRIBUTION	DISTRIBUTION	DISTRIBUTION	PROGRAM	OFF-PEAK
	CAP COST	O&M COST	COST	CAP COST	O&M COST	COST	FUEL SAVINGS	PAYBACK
YEAR	\$(000)	\$(000)	\$(000)	\$(000)	<b>\$</b> (000)	<b>\$</b> (000)	<b>\$</b> (000)	\$(000)
2006	G	0	0	0	0	0	0	0
2007	0	0	0	0	0	0	29	12
2008	0	0	0	0	0	0	19	7
2009	0	0	0	0	0	0	17	7
2010	0	0	0	0	0	0	16	6
2011	0	0	0	0	0	0	5	2
2012	0	- 0	0	0	0	0	18	7
2013	0	0	0	0	0	0	19	7
2014	0	0	0	0	0	0	20	7
2015	0	0	0	0	0	0	21	7
2016	0	0	0	0	0	0	23	8
2017	0	0	0	0	0	0	25	8
2018	0	0	0	0	0	0	27	8
2019	0	0	0	0	0	0	29	9
2020	0	0	0	0	0	0	31	9
2021	0	0	0	0	0	0	32	9
2022	0	0	0	0	0	0	33	10
2023	0	0	0	0	0	0	34	10
2024	0	0	0	0	0	0	35	10
2025	0	0	0	0	0	0	36	10
2026	0	0	0	0	0	0	37	10
2027	0	0	0	0	0	0	38	11
2028	0	0	0	0	0	0	39	11
2029	0	0	0	0	0	0	40	11
2030	0	0	0	0	0	0	41	11
2031	0	0	0	0	0	0	43	12
NOM.	0	0	0	0	0	0	708	218
NPV	0	0	0	0	0	0	247	82

\* THESE VALUES REPRESENT THE COST OF THE INCREASED FUEL CONSUMPTION DUE TO GREATER OFF-PEAK ENERGY USAGE. USED FOR LOAD SHIFTING PROGRAMS ONLY.

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#### TOTAL RESOURCE COST TEST PROGRAM METHOD SELECTED: REV\_REQ PROGRAM NAME: Curtailable Load Control

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
	INCREASED	UTILITY	PARTICIPANT			AVOIDED	AVOIDED					CUMULATIVE
	SUPPLY	PROGRAM	PROGRAM	OTHER	TOTAL	GEN UNIT	T&D	PROGRAM	OTHER	TOTAL	NET	DISCOUNTED
	COSTS	COSTS	COSTS	COSTS	COSTS	BENEFITS	BENEFITS	FUEL SAVINGS	BENEFITS	BENEFITS	BENEFITS	NET BENEFITS
YEAR	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	<u>\$(</u> 000)	\$(000)	\$(000)
2006	0	0	0	0	0	- 0	0	0	0	0	0	0
2007	0	41	0	0	41	0	0	17	0	17	(24)	(22)
2008	0	43	0	0	43	0	0	12	0	12	(31)	(48)
2009	0	45	0	0	45	0	0	11	0	11	(35)	(75)
2010	0	48	0	0	48	0	0	9	0	9	(39)	(103)
2011	0	49	0	0	49	5,948	0	3	0	5,951	5,901	3,845
2012	0	51	0	0	51	6,615	0	11	0	6,626	6,575	7,904
2013	0	52	0	0	52	6,243	0	12	0	6,255	6,203	11,438
2014	0	53	0	0	53	5,979	0	13	0	5,992	5,939	14,560
2015	0	55	0	0	55	6,162	0	13	0	6,175	6,121	17,529
2016	0	56	0	0	56	5,321	0	15	0	5,335	5,279	19,892
2017	0	58	0	0	58	5,309	0	17	0	5,326	5,269	22,068
2018	0	59	0	0	59	5,606	0	19	0	5,624	5,565	24,189
2019	0	61	0	0	61	5,514	0	20	0	5,534	5,473	26,114
2020	0	63	0	0	63	5,794	0	22	0	5,816	5,753	27,981
2021	0	64	0	0	64	4,800	0	23	0	4,823	4,759	29,406
2022	0	66	0	0	66	5,920	0	24	0	5,943	5,877	31,031
2023	0	68	0	0	68	5,666	0	25	0	5,690	5,622	32,464
2024	0	70	0	Û	70	4,673	0	25	0	4,699	4,629	33,553
2025	0	72	0	0	72	5,146	0	26	0	5,172	5,100	34,661
2026	0	74	0	0	74	4,999	0	27	0	5,026	4,953	35,653
2027	0	76	0	0	76	4,698	0	28	0	4,726	4,650	36,513
2028	0	78	0	0	78	5,275	0	29	0	5,303	5,225	37,404
2029	0	80	0	0	80	5,240	0	29	0	5,269	5,189	38,221
2030	0	82	0	0	82	5,094	0	30	0	5,124	5,042	38,954
2031	0	85	0	0	85	5,740	0	31	0	5,771	5,686	39,716

NOM NPV	0 0	1,550 572	0	0 0	1,550 572	115,741 40,123	0	490 165	0	116,231 40,288	114,681 39,716
	iscount Rate: enefit/Cost Ratio (Col	(11) / Col(6)) :			8.37 70.44	 ]					· · · · · ·

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#### PARTICIPANT COSTS AND BENEFITS PROGRAM METHOD SELECTED: REV\_REQ PROGRAM NAME: Curtailable Load Control

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	SAVINGS IN					CUSTOMER					CUMULATIVE
	PARTICIPANTS	TAX	UTILITY	OTHER	TOTAL	EQUIPMENT	CUSTOMER	OTHER	TOTAL	NET	DISCOUNTED
	BILLS	CREDITS	REBATES	BENEFITS	BENEFITS	COSTS	O&M COSTS	COSTS	COSTS	BENEFITS	NET BENEFITS
YEAR	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)
2006	0	0	<u> </u>	0	0	0	0	0	0	0	0
2007	17	0	429	0	446	0	0	0	0	446	412
2008	5	0	873	0	878	0	0	0	0	878	1,159
2009	0	0	902	0 .	902	0	0	0	0	902	1,868
2010	0	0	932	0	933	0	0	0	0	933	2,544
2011	(0)	0	948	0	948	0	0	0	0	948	3,178
2012	0	0	948	0	948	0	0	0	0	948	3,763
2013	0	0	948	0	948	0	0	0	0	948	4,303
2014	0	0	948	0	948	0	0	0	0	948	4,802
2015	0	0	948	0	948	0	0	0	0	948	5,261
2016	0	0	948	0	948	0	0	0	0	948	5,686
2017	0	0	948	0	948	0	0	0	0	948	6,077
2018	0	0	948	0	948	0	0	0	0	948	6,439
2019	0	0	948	0	948	0	0	0	0	948	6,772
2020	0	0	948	0	948	0	0	0	0	948	7,080
2021	0	0	948	0	948	0.	0	0	0	948	7,364
2022	0	0	948	0	948	0	0	0	0	948	7,626
2023	0	0	948	0	948	0	0	0	0	948	7,867
2024	0	0	948	0	948	0	0	0	0	948	8,090
2025	0	0	948	0	948	0	0	0	0	948	8,296
2026	0	0	948	0	948	0	0	0	0	948	8,486
2027	0	0	948	0	948	0	0	0	0	948	8,662
2028	0	0	948	0	948	0	0	0	0	948	8,823
2029	J	0	948	0	948	0	0	0	0	948	8,973
2030	1	0	948	0	948	0	0	0	0	948	9,110
2031	1	0	948	0	948	0	0	0	0	948	9,237

NOM	31	0	23,035	0	23,066	0	0	0	0	23,066
NPV	23	0	9,214	0	9,237	0	0	0	0	9,237
	Service of Gen Un	it:			2011					
Di	iscount Rate :				8.37	%				
D.	enefit/Cost Ratio ( (	Col(6) / Col(10))			Infinite	1				

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#### RATE IMPACT TEST PROGRAM METHOD SELECTED; REV\_REQ PROGRAM NAME: Curtallable Load Control

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
	INCREASED	UTILITY					AVOIDED GEN	AVOIDED					CUMULATIVE
	SUPPLY	PROGRAM		REVENUE	OTHER	TOTAL	UNIT & FUEL	T&D	REVENUE	OTHER	TOTAL	NET	DISCOUNTED
	COSTS	COSTS	INCENTIVES	LOSSES	COSTS	COSTS	BENEFITS	BENEFITS	GAINS	BENEFITS	BENEFITS	BENEFITS	NET BENEFITS
YEAR	<b>\$(</b> 000)	\$(000)	<b>S</b> (000)	<b>\$(</b> 000)	\$(000)	<b>\$(</b> 000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)	<b>S</b> (000)
2006	0	0	0	0	0	0	0	0	0	0	0	0	0
2007	0	41	429	12	0	482	17	0	0	0	17	(465)	(429)
2008	0	43	873	4	0	919	12	0	0	0	12	(907)	(1,201)
2009	0	45	902	0	0	947	11	0	0	0	11	(937)	(1,938)
2010	0	48	932	0	0	981	9	0	0	0	9	(971)	(2,642)
2011	0	49	948	(0)	0	997	5,951	0	0	0	5,951	4,954	673
2012	0	51	948	0	0	998	6,626	0	0	0	6,626	5,627	4,147
2013	0	52	948	0	0	1,000	6,255	0	0	0	6,255	5,255	7,141
2014	0	53	948	0	0	1,001	5,992	0	0	0	5,992	4,991	9,764
2015	0	55	948	0	0	1,003	6,175	0	0	0	6,175	5,173	12,274
2016	0	56	948	0	0	1,004	5,335	0	0	0	5,335	4,331	14,212
2017	0	58	948	0	0	1,006	5,326	0	0	0	5,326	4,321	15,997
2018	0	59	948	0	0	1,007	5,624	0	0	0	5,624	4,617	17,757
2019	0	61	948	0	0	1,009	5,534	0	0	0	5,534	4,525	19,348
2020	0	63	948	0	0	1,011	5,816	0	0	0	5,816	4,805	20,908
2021	0	64	948	0	0	1,012	4,823	0	0	0	4,823	3,811	22,049
2022	0	66	948	0	0	1,014	5,943	0	0	0	5,943	4,929	23,411
2023	0	68	948	0	0	1,016	5,690	0	0	0	5,690	4,674	24,603
2024	0	70	948	0	0	1,018	4,699	0	0	0	4,699	3,681	25,469
2025	0	72	948	0	0	1,020	5,172	0	0	0	5,172	4,152	26,371
2026	0	74	948	0	0	1,022	5,026	0	0	0	5,026	4,005	27,173
2027	0	76	948	0	0	1,024	4,726	0	0	0	4,726	3,702	27,858
2028	0	78	948	0	0	1,026	5,303	0	0	0	5,303	4,277	28,587
2029	0	80	948	0	0	1,028	5,269	0	0	0	5,269	4,241	29,255
2030	0	82	948	0	0	1,030	5,124	0	0	0	5,124	4,094	29,850
2031	0	85	948	0	0	1,032	5,771	0	0	0	5,771	4,738	30,485
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NOM.	0	1,550	23,035	22	0	24,607	116,231	0	0	0	116,231	91,624
NPV	0	572	9,214	16	0	9,803	40,288	0	0	0	40,288	30,485
Dis	count Rate				8.37	%						
Benefit/Cost Ratio (Col(12) / Col(7)):					4.11	1						
					4.11	3						

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