



**Clay Electric Cooperative, Inc.**

October 26, 2023

Adam Teitzma  
Florida Public Service Commission 2540  
Shumard Oak Boulevard Tallahassee, FL  
32399-0870

Dear Mr. Teitzma:

Enclosed for your review and approval are six (6) revised tariff sheets for Clay Electric Cooperative, Inc. (the "Cooperative") listed below.

Interruptible Service – INT-3	Revised Sheet No. 10.33
Interruptible Service – INT-3	Revised Sheet No. 10.34
Interruptible Service – INT-3	Revised Sheet No. 10.35
Interruptible Service – INT-3	Revised Sheet No. 10.36
Interruptible Service – INT-3	Revised Sheet No. 10.37
Interruptible Service – INT-3	Revised Sheet No. 10.38

The tariff sheets in the INT-3 section are revised to be coincide with changes Seminole Electric (SECI) has made to its INT-3\_ rate structure.

The desired effective date for the tariff sheet revisions is December 1, 2023. Should the staff have any questions, please do not hesitate to contact me, Chris Bryan, at Clay Electric Cooperative, Inc. via email: [cbryan@clayelectric.com](mailto:cbryan@clayelectric.com) or phone at (352) 473- 8000, x 8428.

Sincerely,

Chris Bryan, P.E.  
Chief Engineer  
(352) 473-8000, Ext. 8428  
[cbryan@clayelectric.com](mailto:cbryan@clayelectric.com)

CB: Enclosures  
cc: Steve Shurbutt, GDS Associates, Inc.

A Touchstone Energy® Cooperative

Formatted: Right, Space After: 0 pt  
Formatted: Top: 0.4", Bottom: 0.4"

INTERRUPTIBLE SERVICE  
RATE SCHEDULE - INT-3

Availability:

Throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicable:

At the consumer's option where the consumer's non-coincident billing demand is 2,500 kW or more, with a minimum 12-month rolling average load factor of 50% based on the consumer's non-coincident peak, where service may be interrupted by the Cooperative or its designee, and for which the Cooperative has been able to acquire wholesale interruptible service from Seminole Electric Cooperative, Inc. (Seminole) under its Rate Schedule INT-3a-3e or successor rate schedule.

Should the Cooperative determine the consumer's load fails to meet the average load factor requirement during any three (3) consecutive months, the Cooperative may, at its sole discretion, transfer the consumer to another of the Cooperative's applicable rate schedules at any time, but no earlier than the beginning of the next calendar month.

Character of Service:

Alternating current, single-phase or three-phase, 60 Hertz, at any available voltages, at a single point of delivery, and subject to immediate and total interruption pursuant to the written Agreement for Electric Service between the Cooperative and the consumer (the "Agreement").

Limitations of Service:

- Does not provide for standby service.
- Does not permit resale of service.
- The delivery point shall be the point of attachment of the Cooperative's facilities to the consumer's facilities unless otherwise specified in the Agreement. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
- Subject to the Cooperative's established Rules and Regulations and the Agreement.

Rate (Monthly):

Facilities Charge	A Carrying Cost Charge times the Facilities Investment
<del>Production Fixed Energy Charge</del>	<del>A Fixed Monthly Charge Adjusted Annually</del>
Consumer Charge:	<del>\$292.00 for Secondary Metering Voltage</del>
	<del>\$434.00 for Primary Metering Voltage</del>
	<del>\$1,037.00 for Transmission Metering Voltage</del>
Interruptible Demand Credit	<del>\$6,915.92</del> per kW of Billing Demand
Demand Charge	<del>\$9,029.38</del> per kW of Billing Demand
Transmission Charge	<del>\$3,295.00</del> per kW of Billing Demand
Energy Charge	<del>\$0.005410.00501</del> per kWh of Monthly Energy
<del>Fuel Charge</del>	<del>As billed by SECI per kWh of Monthly Energy</del>

(Continued on Sheet No. 10.34)

Issued by: Richard K. Davis, Manager

Effective: ~~September 1, 2020~~ December 1, 2023

Formatted: Space After: 0 pt

Formatted: Space After: 0 pt

Formatted: Space After: 0 pt

Formatted: Space After: 0 pt

Formatted: Space After: 0 pt

Formatted: Right, Space After: 0 pt

INTERRUPTIBLE SERVICE  
 RATE SCHEDULE - INT-3

Availability:

Throughout the entire territory served by Clay Electric Cooperative, Inc.

Applicable:

At the consumer's option where the consumer's non-coincident billing demand is 2,500 kW or more, with a minimum 12-month rolling average load factor of 50% based on the consumer's non-coincident peak, where service may be interrupted by the Cooperative or its designee, and for which the Cooperative has been able to acquire wholesale interruptible service from Seminole Electric Cooperative, Inc. (Seminole) under its Rate Schedule INT-3e or successor rate schedule.

Should the Cooperative determine the consumer's load fails to meet the average load factor requirement during any three (3) consecutive months, the Cooperative may, at its sole discretion, transfer the consumer to another of the Cooperative's applicable rate schedules at any time, but no earlier than the beginning of the next calendar month.

Character of Service:

Alternating current, single-phase or three-phase, 60 Hertz, at any available voltages, at a single point of delivery, and subject to immediate and total interruption pursuant to the written Agreement for Electric Service between the Cooperative and the consumer (the "Agreement").

Limitations of Service:

1. Does not provide for standby service.
2. Does not permit resale of service.
3. The delivery point shall be the point of attachment of the Cooperative's facilities to the consumer's facilities unless otherwise specified in the Agreement. All wiring, pole lines, and other electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.
4. Subject to the Cooperative's established Rules and Regulations and the Agreement.

Rate (Monthly):

Facilities Charge	A Carrying Cost Charge times the Facilities Investment
Consumer Charge:	\$434.00
Interruptible Demand Credit	\$5.92 per kW of Billing Demand
Demand Charge	\$9.38 per kW of Billing Demand
Transmission Charge	\$5.00 per kW of Billing Demand
Energy Charge	\$0.00501 per kWh of Monthly Energy
Fuel Charge	As billed by SECI per kWh of Monthly Energy

(Continued on Sheet No. 10.34)

(Continued from Sheet No. 10.33)

**Interruptible Demand Credit:**

The Interruptible Demand Credit contained in the above Monthly Rate provision shall be subject to increase or decrease each month by an amount per kilowatt so that the Interruptible Demand Credit for service hereunder will equal the Interruptible Demand Credit per kW of Billing Demand received by the Cooperative from Seminole.

**Demand Cost Adjustment:**

The Demand Charge contained in the above Monthly Rate provision is subject to increase or decrease each month by an amount per kilowatt determined as follows:

$$DCA = ((D \div K) - \$11.533) \times 1.06$$

Where:

DCA = Demand Cost Adjustment charge per kW of Billing Demand

D = The total demand related costs (excluding Interruptible Demand Credit) billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered.

K = The total kilowatts of Billing Demand billed to the Cooperative by Seminole for service hereunder during the month for which the bill is rendered.

**Energy Cost Adjustment:**

The Energy Charge contained in the above Monthly Rate provision is subject to increase or decrease each month by an amount per kilowatt-hour determined as follows:

$$ECA = ((E \div H) - \$0.00510) \times 1.06$$

Where:

ECA = Energy Cost Adjustment charge per kWh of Monthly Energy

E = The total energy related costs billed to the Cooperative by Seminole for service to the consumer hereunder during the month for which the bill is rendered.

H = The total kilowatt hours of Monthly Energy billed to the Cooperative by Seminole for service to the consumer hereunder during the month for which the bill is rendered.

**Billing Demand:**

The Billing Demand shall be the consumer's maximum clock hour 60-minute kW demand established during the current calendar billing month, but not less than 2,500 kW.

(Continued on Sheet No. 10.35)

(Continued from Sheet No. 10.33)

**Interruptible Demand Credit:**

The Interruptible Demand Credit contained in the above Monthly Rate provision shall be subject to increase or decrease each month by an amount per kilowatt so that the Interruptible Demand Credit for service hereunder will equal the Interruptible Demand Credit per kW of Billing Demand received by the Cooperative from Seminole.

**Billing Demand:**

The Billing Demand shall be the consumer's maximum clock hour 60-minute kW demand established during the current calendar billing month, but not less than 2,500 kW.

(Continued on Sheet No. 10.35)

(Continued from Sheet No. 10.34)

Monthly Energy:

The Monthly Energy, expressed in kWh and rounded to the nearest kWh, shall be determined by the summation of the energy associated with each clock hour's 60-minute kW demand for all hours during the calendar month.

When the Optional Time of Use Interruptible Rate has been selected, per the Agreement, the Monthly On-Peak Energy shall be the summation of energy associated with each hour's aggregate hourly demand during the following designated periods expressed in terms of prevailing clock time.

On-Peak Periods:

- (1) For the calendar months of November through March:

Monday through Friday\*: 6:00 a.m. to 9:00 a.m. and 2:00 p.m. to 8:00 p.m.

- (2) For the calendar months of April through October:

Monday through Friday\*: 1:00 p.m. to 8:00 p.m.

\* Excluding the following nationally observed holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the on-peak periods.

Super Off-Peak Periods:

- (1) For the calendar months of January through December:

Sunday through Saturday: 12:00 Midnight to 6:00 a.m.

Off-Peak Periods: All periods other than the On-Peak and Super Off-Peak Periods previously set forth.

Facilities Charge:

The Facilities Charge shall be determined by multiplying a Carrying Cost Charge of 1.75 percent times the Cooperative's Facilities Investment. The Facilities Investment is the total investment in electric plant facilities installed by the Cooperative (including any net replacements made from time to time) for providing electric service to the consumer. Such facilities include both specific and reasonably allocable investment amounts. The Carrying Cost Charge shall be reduced to 1.25 percent for that portion of the Facilities Investment for which the consumer has paid the Cooperative a contribution-in-aid of construction.

In addition, if applicable, the Facilities Charge will include recovery of any transmission facilities investment and related costs billed to the Cooperative by its wholesale power supplier pertaining to electric service provided hereunder to the consumer.

Power Factor:

Power factor penalties incurred by the Cooperative under its contract with Seminole as a result of the consumer's delivery point's failing to maintain a power factor at or above the applicable contractually required level, shall be billed to the consumer on a direct pass-through basis as part of the bill for electric service provided hereunder. The Cooperative shall keep the consumer apprised of the applicable contractual requirements which could affect power factor billings hereunder.

(Continued from Sheet No. 10.34)

**Monthly Energy:**

The Monthly Energy, expressed in kWh and rounded to the nearest kWh, shall be determined by the summation of the energy associated with each clock hour's 60-minute kW demand for all hours during the calendar month.

When the Optional Time of Use Interruptible Rate has been selected, per the Agreement, the Monthly On-Peak Energy shall be the summation of energy associated with each hour's aggregate hourly demand during the following designated periods expressed in terms of prevailing clock time.

**On-Peak Periods:**

- (1) For the calendar months of November through March:

Monday through Friday\*: 6:00 a.m. to 9:00 a.m. and 2:00 p.m. to 8:00 p.m.

- (2) For the calendar months of April through October:

Monday through Friday\*: 1:00 p.m. to 8:00 p.m.

\* Excluding the following nationally observed holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In the event the holiday occurs on a Saturday or Sunday, the adjacent weekday shall be excluded from the on-peak periods.

**Super Off-Peak Periods:**

- (1) For the calendar months of January through December:

Sunday through Saturday: 12:00 Midnight to 6:00 a.m.

Off-Peak Periods: All periods other than the On-Peak and Super Off-Peak Periods previously set forth.

**Facilities Charge:**

The Facilities Charge shall be determined by multiplying a Carrying Cost Charge of 1.75 percent times the Cooperative's Facilities Investment. The Facilities Investment is the total investment in electric plant facilities installed by the Cooperative (including any net replacements made from time to time) for providing electric service to the consumer. Such facilities include both specific and reasonably allocable investment amounts. The Carrying Cost Charge shall be reduced to 1.25 percent for that portion of the Facilities Investment for which the consumer has paid the Cooperative a contribution-in-aid of construction.

In addition, if applicable, the Facilities Charge will include recovery of any transmission facilities investment and related costs billed to the Cooperative by its wholesale power supplier pertaining to electric service provided hereunder to the consumer.

**Power Factor:**

Power factor penalties incurred by the Cooperative under its contract with Seminole as a result of the consumer's delivery point's failing to maintain a power factor at or above the applicable contractually required level, shall be billed to the consumer on a direct pass-through basis as part of the bill for electric service provided hereunder. The Cooperative shall keep the consumer apprised of the applicable contractual requirements which could affect power factor billings hereunder.

(Continued on Sheet No. 10.36)

Formatted: Right, Space After: 0 pt

Formatted: Space After: 0 pt

(Continued from Sheet No. 10.35)

Estimated Billing:

To the extent that any of the information required to determine the monthly bill for the calendar billing month is not available at the time of billing, bills will be rendered using estimates of said information, with such estimates being based upon all known pertinent facts. Differences between billings based on actual and estimated billing information shall be subsequently trued up, with interest accrued at Seminole's short-term investment or cost of funds rate, whichever is applicable.

Determination of Production Fixed Energy Charge:

~~The Production Fixed Energy Charge contained in the above Monthly Rate provision shall be determined each calendar year as follows:~~

~~$$PFEC = (F + P \times S) \times 1.06$$~~

~~Where:~~

~~PFEC = Production Fixed Energy Charge~~

~~F = The Production Fixed Energy Charge billed per month to the Cooperative by Seminole for that calendar year.~~

~~P = The Cooperative's kilowatt-hours purchased from Seminole during the prior three calendar years used by Seminole to determine the Production Fixed Energy Charge billed to Cooperative.~~

~~S = The kilowatt-hours sold by the Cooperative to the consumer for firm (non-interruptible) service during the prior three calendar years used by Seminole to determine the Production Fixed Energy Charge billed to Cooperative.~~

Tax Adjustments:

Amount computed at the above monthly rate and all applicable charges and adjustment provisions herein shall be subject to any applicable taxes, assessments, fees, and/or surcharges legally imposed by any governmental authority. The Florida Gross Receipts Tax on electric utility service shall be separately stated in full on all bills.

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the greater of:

1. The sum of the charges stated in the above Rate (Monthly) provision, or
2. The minimum monthly charge specified in the Agreement.

Formatted: Space After: 0 pt

(Continued on Sheet No. 10.37)



(Continued from Sheet No. 10.35)

Estimated Billing:

To the extent that any of the information required to determine the monthly bill for the calendar billing month is not available at the time of billing, bills will be rendered using estimates of said information, with such estimates being based upon all known pertinent facts. Differences between billings based on actual and estimated billing information shall be subsequently trued up, with interest accrued at Seminole's short-term investment or cost of funds rate, whichever is applicable.

Tax Adjustments:

Amount computed at the above monthly rate and all applicable charges and adjustment provisions herein shall be subject to any applicable taxes, assessments, fees, and/or surcharges legally imposed by any governmental authority. The Florida Gross Receipts Tax on electric utility service shall be separately stated in full on all bills.

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the greater of:

1. The sum of the charges stated in the above Rate (Monthly) provision, or
2. The minimum monthly charge specified in the Agreement.

(Continued on Sheet No. 10.37)

CLAY ELECTRIC COOPERATIVE, INC.

First Revised Sheet No. 10.37

Cancel Original Sheet No. 10.37

Formatted: Right, Space After: 0 pt

Formatted: Space After: 0 pt

(Continued from Sheet No. 10.36)

Term of Payment:

Cash, within the time limit specified on the bill, at Cooperative designated locations, or as otherwise specified in the agreement for electric service.

Wholesale Rate Adjustment:

The charges and provisions contained herein are predicated upon the Cooperative purchasing power and energy from Seminole under its wholesale member rates in effect at the date set forth below when the charges in the rate (monthly) provision on the Sheet No. 10.33 are billed to the consumer. Should there be any change in such wholesale rates, the Cooperative reserves the right to modify the charges and provisions contained herein accordingly.

Miscellaneous:

In addition to all other rates and charges stated herein, the consumer shall reimburse the Cooperative for all charges billed to the Cooperative by Seminole and any other costs specifically pertaining to service rendered under this rate schedule.

Meter and Control Equipment:

The Cooperative or its designee shall provide the consumer with the necessary metering equipment for measuring interruptible service, as well as equipment required for control of interruptions. Metering equipment shall include time interval demand recording and shall be equipped for remote meter reading service from Seminole. The responsibility for the installation and maintenance of metering and control equipment owned by the Cooperative or its designee shall be set forth in the Service Agreement. The Cooperative shall read meters monthly, or cause meters to be read monthly. The Cooperative or its designee shall test and calibrate meters, or shall cause such meters to be tested and calibrated, by comparison with accurate standards at intervals of twelve (12) months. The Cooperative or its designee shall also make or cause to be made special meter tests at any time at the consumer's request. The costs of all tests shall be borne by the Cooperative; provided, however, that if any special meter test made at the consumer's request discloses that the meters are recording accurately, the consumer shall reimburse the Cooperative for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the thirty (30) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Cooperative and the consumer shall agree as to the amount of power and energy furnished during such period, and the Cooperative shall render a bill therefore.

(Continued on Sheet No. 10.38)

Formatted: Space After: 0 pt

Issued by: Richard K. Davis, Manager  
~~2020~~December 1, 2023

Effective: September 1,

(Continued from Sheet No. 10.36)

**Term of Payment:**

Cash, within the time limit specified on the bill, at Cooperative designated locations, or as otherwise specified in the agreement for electric service.

**Wholesale Rate Adjustment:**

The charges and provisions contained herein are predicated upon the Cooperative purchasing power and energy from Seminole under its wholesale member rates in effect when the charges in the rate (monthly) provision on the Sheet No. 10.33 are billed to the consumer. Should there be any change in such wholesale rates, the Cooperative reserves the right to modify the charges and provisions contained herein accordingly.

**Miscellaneous:**

In addition to all other rates and charges stated herein, the consumer shall reimburse the Cooperative for all charges billed to the Cooperative by Seminole and any other costs specifically pertaining to service rendered under this rate schedule.

**Meter and Control Equipment:**

The Cooperative or its designee shall provide the consumer with the necessary metering equipment for measuring interruptible service, as well as equipment required for control of interruptions. Metering equipment shall include time interval demand recording and shall be equipped for remote meter reading service from Seminole. The responsibility for the installation and maintenance of metering and control equipment owned by the Cooperative or its designee shall be set forth in the Service Agreement. The Cooperative shall read meters monthly, or cause meters to be read monthly. The Cooperative or its designee shall test and calibrate meters, or shall cause such meters to be tested and calibrated, by comparison with accurate standards at intervals of twelve (12) months. The Cooperative or its designee shall also make or cause to be made special meter tests at any time at the consumer's request. The costs of all tests shall be borne by the Cooperative; provided, however, that if any special meter test made at the consumer's request discloses that the meters are recording accurately, the consumer shall reimburse the Cooperative for the cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by test to be inaccurate shall be corrected for the thirty (30) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the Cooperative and the consumer shall agree as to the amount of power and energy furnished during such period, and the Cooperative shall render a bill therefore.

(Continued on Sheet No. 10.38)

(Continued from Sheet No. 10.37)

Term of Service:

Service under this rate schedule shall be for a minimum initial term of three (3) years from the commencement of service and shall continue thereafter until terminated by either the consumer or the Cooperative by written notice sixty (60) days prior to termination. Members taking service under this interruptible Rate Schedule INT-3 who desire to transfer to a non-interruptible rate schedule upon satisfaction of the initial three (3) year term of service will be required to give the Cooperative written notice at least twenty-four (24) months prior to such transfer. Such notice shall be irrevocable unless the Cooperative, the consumer, and Seminole shall mutually agree to the revocation.

Upon the consumer's request, the Cooperative may permit the consumer to discontinue receiving service hereunder and transfer to another applicable rate schedule without full notice upon satisfaction of the initial three (3) year term of service and upon a determination by Seminole that there is sufficient capacity to provide firm service to the consumer. Any consumer allowed to cease taking interruptible service hereunder without giving full notice shall pay a charge amounting to the value of the credits given for the period of time immediately prior to the transfer that is equal to the period that the transfer will be less than the required notice period.

Once a consumer's load has transferred to a non-interruptible rate schedule, twenty-four (24) months' notice is required to transfer such load back to interruptible service hereunder, and if such load thereafter transfers again to a non-interruptible rate schedule, the load will no longer be eligible for service hereunder.

Implementing Interruptions:

1. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption as provided in Item 2 in the Special Provisions of this Rate Schedule INT-3, and during any time period that electric power and energy delivered hereunder from Seminole's available generating and firm purchased capacity resources are inadequate to (a) maintain service to the Seminole's firm power Members and firm power sales commitments or (b) supply emergency interchange service to another utility to meet its firm load obligations. Seminole will not make new off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Item 4 in the Special Provisions of this interruptible Rate Schedule INT-3.
2. The Cooperative shall assume responsibility for the control of interruptions at a particular interruptible service location, or assign such responsibility to Seminole. The party responsible for implementing interruption of the service shall be designated in the Service Agreement. If the Cooperative has not delegated control responsibility to the Seminole, the Cooperative shall be responsible for interrupting service at the interruptible service location upon Seminole's request to implement interruptions in accordance with the provisions of the wholesale interruptible service provided to the Cooperative from Seminole under its wholesale Rate Schedule INT-3a3e or successor rate schedule. Seminole will endeavor to provide the Cooperative or the consumer advance notice of an anticipated need to request interruption. Irrespective of any notice given, the consumer must implement interruption within 30 minutes of Seminole's request. In the event the Cooperative has not delegated control responsibility to Seminole and the consumer's load is not interrupted upon request for any reason during the billing period (i.e., calendar month), the consumer will be billed an additional charge related to all billing periods for that location from the most recent prior billing period of requested interruption through the current billing period, not to exceed a total of twelve billing periods. Such additional charge shall be equal to the charges billed to the Cooperative by Seminole as a result of the consumer's failure to interrupt service as required herein.

(Continued on Sheet No. 10.39)

(Continued from Sheet No. 10.37)

## Term of Service:

Service under this rate schedule shall be for a minimum initial term of three (3) years from the commencement of service and shall continue thereafter until terminated by either the consumer or the Cooperative by written notice sixty (60) days prior to termination. Members taking service under this interruptible Rate Schedule INT-3 who desire to transfer to a non-interruptible rate schedule upon satisfaction of the initial three (3) year term of service will be required to give the Cooperative written notice at least twenty-four (24) months prior to such transfer. Such notice shall be irrevocable unless the Cooperative, the consumer, and Seminole shall mutually agree to the revocation.

Upon the consumer's request, the Cooperative may permit the consumer to discontinue receiving service hereunder and transfer to another applicable rate schedule without full notice upon satisfaction of the initial three (3) year term of service and upon a determination by Seminole that there is sufficient capacity to provide firm service to the consumer. Any consumer allowed to cease taking interruptible service hereunder without giving full notice shall pay a charge amounting to the value of the credits given for the period of time immediately prior to the transfer that is equal to the period that the transfer will be less than the required notice period.

Once a consumer's load has transferred to a non-interruptible rate schedule, twenty-four (24) months' notice is required to transfer such load back to interruptible service hereunder, and if such load thereafter transfers again to a non-interruptible rate schedule, the load will no longer be eligible for service hereunder.

## Implementing Interruptions:

1. Interruptible service under this rate schedule is not subject to interruption during any time period for economic reasons. Interruptible service under this rate schedule is subject to interruption as provided in Item 2 in the Special Provisions of this Rate Schedule INT-3, and during any time period that electric power and energy delivered hereunder from Seminole's available generating and firm purchased capacity resources are inadequate to (a) maintain service to the Seminole's firm power Members and firm power sales commitments or (b) supply emergency interchange service to another utility to meet its firm load obligations. Seminole will not make new off-system purchases during such periods to maintain service to interruptible loads except under the conditions set forth in Item 4 in the Special Provisions of this interruptible Rate Schedule INT-3.
2. The Cooperative shall assume responsibility for the control of interruptions at a particular interruptible service location, or assign such responsibility to Seminole. The party responsible for implementing interruption of the service shall be designated in the Service Agreement. If the Cooperative has not delegated control responsibility to the Seminole, the Cooperative shall be responsible for interrupting service at the interruptible service location upon Seminole's request to implement interruptions in accordance with the provisions of the wholesale interruptible service provided to the Cooperative from Seminole under its wholesale Rate Schedule INT-3e or successor rate schedule. Seminole will endeavor to provide the Cooperative or the consumer advance notice of an anticipated need to request interruption. Irrespective of any notice given, the consumer must implement interruption within 30 minutes of Seminole's request. In the event the Cooperative has not delegated control responsibility to Seminole and the consumer's load is not interrupted upon request for any reason during the billing period (i.e., calendar month), the consumer will be billed an additional charge related to all billing periods for that location from the most recent prior billing period of requested interruption through the current billing period, not to exceed a total of twelve billing periods. Such additional charge shall be equal to the charges billed to the Cooperative by Seminole as a result of the consumer's failure to interrupt service as required herein.

(Continued on Sheet No. 10.39)