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December 29, 1999

Blanca S. Bayó, Director  
Records and Reporting  
Florida Public Service Commission  
4075 Esplanade Way, Room 110  
Tallahassee, Florida 32399-0850

**ORIGINAL**  
**By Hand Delivery**

Charles A. Guyton  
850.222.3423

**Re: Approval of Demand Side Management Plan  
of Florida Power and Light Company  
Docket No. 991788-EG**

Dear Ms. Bayó:

Enclosed for filing on behalf of Florida Power & Light Company ("FPL") in Docket No. 991788-EG are the original and fifteen (15) copies of the Petition For Approval Of Modifications To Florida Power & Light Company's Demand Side Management Plan, the Demand Side Management Plan of Florida Power & Light Company Plan Document, and the Demand Side Management Plan of Florida Power & Light Company Plan Appendix A.

Attached as Appendices A and B to FPL's petition are the new and revised rate schedules necessary to implement the modifications to FPL's DSM Plan. These rate schedules are for the General Service Load Management Program, the Commercial Industrial Demand Reduction Rider, and the Commercial Industrial Demand Reduction Rider Customer Request for Approval and the Commercial Industrial Demand Reduction Rider Agreement, and the following tariff sheets are being filed:

- Thirty-~~Fourth~~ Revised Sheet No. 8.010
- First Revised Sheet No. 8.109
- Original Sheet No. 8.680
- Original Sheet No. 8.681
- Original Sheet No. 8.682
- Original Sheet No. 8.683
- Original Sheet No. 8.684
- Original Sheet No. 8.685
- Thirty-Third Revised Sheet No. 9.010
- Original Sheet No. 9.494
- Original Sheet No. 9.495
- Original Sheet No. 9.496
- Original Sheet No. 9.497

Petition 15834-99  
 Plan 15835-99  
 Plan App A 15836-99  
Pet App A 15837-99  
 Pet App B 15838-99

FA \_\_\_\_\_  
 PP \_\_\_\_\_  
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 MU \_\_\_\_\_  
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 IFR \_\_\_\_\_  
 EC \_\_\_\_\_  
 VAW \_\_\_\_\_  
 JTH \_\_\_\_\_

RECEIVED & FILED

AMW  
FPSC-BUREAU OF RECORDS

22 copies of 15837 + 15838 to EAG

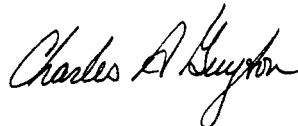
Blanca S. Bayó, Director  
Records and Reporting  
Florida Public Service Commission  
December 29, 1999 - Page Two

The changes to the General Service Load Management Program rate schedule will not change the typical bill, and the Commercial Industrial Demand Reduction Rider is a new rider. The estimated number of customers and the estimated gross decrease in annual revenues for these rates are shown in the Plan Document or on their respective cost-effectiveness analyses in the Plan Appendix A.

A description of the service offered under the rate schedules and the justification and supporting documentation for the changes to the General Service Load Management Program are in the Plan Document. The tariff sheets in final form are in Appendix A to the petition. The tariff sheets in legislative format are in Appendix B to the petition.

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

Very truly yours,



Charles A. Guyton

CAG  
encs.  
cc: All Parties of Record

TAL\_1998/33029-1

APPENDIX A

ORIGINAL

DOCUMENT NUMBER-DATE

15837 DEC 29 88

FPSC-RECORDS/REPORTING

991788

INDEX OF RATE SCHEDULES

<u>RATE SCHEDULE</u>	<u>DESCRIPTION</u>	<u>SHEET NO.</u>
BA	Billing Adjustments	8.030
GS-1	General Service - Non Demand (0-20 kw)	8.101
GST-1	General Service - Non Demand - Time of Use (0-20 kw)	8.103
GSD-1	General Service Demand (21-499 kw)	8.105
GSDT-1	General Service Demand - Time of Use (21-499 kw)	8.107
GSL	General Service Load Management Program	8.109
RS-1	Residential Service	8.201
RST-1	Residential Service -Time of Use	8.205
RSL	Residential Load Management Program	8.207
CU	Common Use Facilities Rider	8.211
GSLD-1	General Service Large Demand (500-1999 kw)	8.310
GSLDT-1	General Service Large Demand - Time of Use (500-1999 kw)	8.320
CS-1	Curtable Service (500-1999 kw)	8.330
CST-1	Curtable Service -Time of Use (500-1999 kw)	8.340
GSLD-2	General Service Large Demand (2000 kw +)	8.412
GSLDT-2	General Service Large Demand - Time of Use (2000 kw +)	8.420
CS-2	Curtable Service (2000 kw +)	8.432
CST-2	Curtable Service -Time of Use (2000 kw +)	8.440
CST-3	Curtable Service -Time of Use (2000 kw +)	8.542
CS-3	Curtable Service (2000 kw +)	8.544
GSLD-3	General Service Large Demand (2000 kw +)	8.551
GSLDT-3	General Service Large Demand - Time of Use (2000 kw +)	8.552
OS-2	Sports Field Service	8.602
MET	Metropolitan Transit Service	8.610
RTP-GX	Real Time Pricing-General Service	8.620
CILC-1	Commercial/Industrial Load Control Program (Closed Schedule)	8.650
CDR	Commercial/Industrial Demand Reduction Rider	8.680
SL-1	Street Lighting	8.715
PL-1	Premium Lighting	8.720
OL-1	Outdoor Lighting	8.725
SL-2	Traffic Signal Service	8.730
RL-1	Recreational Lighting	8.743
SST-1	Standby and Supplemental Service	8.750
ISST-1	Interruptible Standby and Supplemental Service	8.760
EDR	Economic Development Rider	8.800
DSMAR	Demand Side Management Adjustment Program Rider	8.810
TR	Transformation Rider	8.820
SJT	St. John's Transitional Rider	8.900

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

SCHEDULE: GSL

AVAILABLE:

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

APPLICATION:

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

SERVICE:

The same as specified in Rate Schedules GS-1 and GSD-1.

LIMITATION OF SERVICE:

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

MONTHLY CREDIT:

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

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

The total monthly credit shall not exceed 40 percent of the Rate Schedules GS-1 and GSD-1 non-fuel energy and (where applicable) base demand charges actually incurred for the month and no credit will be applied to reduce the minimum bill specified on Rate Schedules GS-1 and GSD-1.

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

INTERRUPTION SCHEDULE:

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

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

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

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

(Continued on Sheet No. 8.110)

**FLORIDA POWER & LIGHT COMPANY****COMMERCIAL INDUSTRIAL DEMAND REDUCTION RIDER (CDR)  
(OPTIONAL)**AVAILABLE:

In all territory served. Available to any commercial or industrial customer receiving service under Rate Schedules GSD-1, GSDD-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, or GSLDT-3, through the execution of a Commercial Industrial Demand Reduction Agreement in which the load control provisions of this rider can feasibly be applied.

LIMITATION OF AVAILABILITY:

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

APPLICATION:

For electric service provided to any commercial or industrial customer receiving service under Rate Schedule GSD-1, GSDD-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, or GSLDT-3, who as a part of the Commercial Industrial Demand Reduction Agreement between the Customer and the Company, agrees to allow the Company to control at least 200 kW of the Customer's load during periods when the Company is controlling load. A Customer shall enter into a Commercial Industrial Demand Reduction Agreement with the Company to be eligible for this rider. To establish the initial qualification for this rider, the Customer must have had a Utility Controlled Demand during the summer Controllable Rating Period (April through October) for at least three out of seven (7) months of at least 200 kW greater than the Firm Demand level specified in Section 4 of the Commercial Industrial Demand Reduction Agreement. The Utility Controlled Demand shall not be served on a firm service basis until service has been terminated under this rider.

LIMITATION OF SERVICE:

Customers participating in the General Service Load Management Program (FPL "Business On Call" Program) are not eligible for this rider.

MONTHLY RATE:

All rates and charges under Rate Schedules GSD-1, GSDD-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3 shall apply. In addition, the applicable Monthly Administrative Adder and Utility Controlled Demand Credit shall apply.

MONTHLY ADMINISTRATIVE ADDER:

<u>Rate Schedule</u>	<u>Adder</u>
GSD-1	\$ 565.00
GSDD-1	\$ 558.50
GSLD-1, GSLDT-1	\$ 559.00
GSLD-2, GSLDT-2	\$ 430.00
GSLD-3, GSLDT-3	\$ 2,800.00

UTILITY CONTROLLED DEMAND CREDIT:

A monthly credit of \$ 4.75 per kW is allowed based on the Customer's Utility Controlled Demand.

UTILITY CONTROLLED DEMAND:

The Utility Controlled Demand for a month in which there are no load control events during the Controllable Rating Period shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period, divided by the total number of hours in the applicable Controllable Rating Period, less the Customer's Firm Demand.

In the event of Load Control occurring during the Controllable Rating Period, the Utility Controlled Demand shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period less the sum of the Customer's kWh usage during the load control period, divided by the number of non-load control hours occurring during the applicable Controllable Rating Period, less the Customer's Firm Demand.

( Continued on Sheet No. 8.681 )

## FLORIDA POWER &amp; LIGHT COMPANY

(Continued from Sheet No. 8.680)

CONTROLLABLE RATING PERIODS:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 9 a.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 3 p.m. to 6 p.m. excluding Memorial Day, Independence Day, and Labor Day.

FIRM DEMAND:

The Customer's monthly Firm Demand shall be the lesser of the "Firm Demand" level specified in the Commercial Industrial Demand Reduction Agreement with the Company, or the Customer's maximum demand during the applicable Controllable Rating Period. The level of "Firm Demand" specified in the Commercial Industrial Demand Reduction Agreement shall not be exceeded during the periods when the Company is controlling the Customer's load.

LOAD CONTROL:Control Condition:

The Customer's controllable load served under this rider is subject to control when such control alleviates any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combustion turbines above the continuous rated output, which may overstress the generators.

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

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

Duration: The duration of a single period of load control will typically be three (3) hours and will not exceed six (6) hours.

In the event of an emergency, such as a Generating Capacity Emergency (see Definitions) or a major disturbance, greater frequency, less notice, or longer duration than listed above may occur. If such an emergency develops, the Customer will be given 15 minutes' notice. Less than 15 minutes' notice may only be given in the event that failure to do so would result in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of providing no notice or less than one (1) hour's notice.

Customer Responsibility:

Upon the successful installation of the load control equipment, a test of this equipment will be conducted as specified in the Commercial Industrial Demand Reduction Demand Agreement. Testing will be conducted outside of the Controllable Rating Periods at a mutually agreeable time and date.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically control the Customer's load, as specified in the Commercial Industrial Demand Reduction Agreement.

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

LOAD CONTROL PERIOD:

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

1. the Customer's load is controlled, or
2. the Customer is billed pursuant to the Continuity of Service Provision.

(Continued on Sheet No. 8.682)

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

## FLORIDA POWER &amp; LIGHT COMPANY

(Continued from Sheet No. 8.681)

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS:

Customers notified of a load control event should not exceed their Firm Demand during periods when the Company is controlling load. However, electricity will be made available during control periods if the Customer's failure to meet its Firm Demand is a result of one of the following conditions:

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

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

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this rider as described in TERM OF SERVICE.

If the Customer exceeds the Firm Demand during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

1. billed a \$4.75 charge per kW of excess kW for the prior sixty (60) months or the number of months the Customer has been billed under this rider, whichever is less, and
2. billed a penalty charge of \$1.00 per kW of excess kW for each month of rebilling.

Excess kW for rebilling and penalty charges is determined by taking the difference between the Customer's kWh usage during the load control period divided by the number of hours in the load control period and the Customer's "Firm Demand". The Customer will not be rebilled or penalized twice for the same excess kW in the calculation described above.

( Continued on Sheet No. 8.683 )



## FLORIDA POWER &amp; LIGHT COMPANY

( Continued from Sheet No. 8.682 )

TERM OF SERVICE:

During the first year of service under this rider, the Customer will determine whether or not this rider 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 rider for the life of the generating unit which has been avoided by the rider. There is, however, a five-year termination notice provision which will allow either the Customer or the Company to terminate service under this rider should there be circumstances under which the termination of the Customer's participation or the Company's offering of this rider is desired.

Service under this rider shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.

The Company may terminate service under this rider at any time for the Customer's failure to comply with the terms and conditions of this rider or the Commercial Industrial Demand Reduction Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this rider 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 credits under this rider and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Termination of this rider, with less than five (5) years' written notice, for which the Customer would qualify, may be permitted if it can be shown that such termination 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 Utility Controlled Demand and to take interruptible standby service from the Company, the Customer may terminate the Commercial Industrial Demand Reduction Agreement by giving at least thirty (30) days' advance written notice to the Company.

If service under this rider 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 Commercial Industrial Demand Reduction Rider is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the Customer is required to terminate this rider as a result of Commission Rule 25-6.0438, F.A.C., or a Commission decision pursuant to this rule, or
- c. the termination of service under this rider 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 utility controlled load and to take interruptible standby service from the Company, or
- d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this rider and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has (have) the equipment installed and is (are) available to perform load control, or
- e. FPL determines that the Customer's MW reduction is no longer needed in accordance with the FPL Numeric Commercial/Industrial Conservation Goals.

( Continued on Sheet No. 8.684 )

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

## FLORIDA POWER &amp; LIGHT COMPANY

(Continued from Sheet No. 8.683)

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph d. above, but the replacement Customer(s) does(do) become available within 12 months from the date of termination of service under this rider or FPL later determines that there is no need for the MW reduction in accordance with the FPL Numeric Commercial/Industrial Conservation Goals, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any load control periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a curtailable service rate schedule, or under this rider with a shift from non-firm load to firm service,
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice, or
- c) the Customer transfers the controllable portion of the Customer's load to "Firm Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice,

then the Customer will be:

1. rebilled \$ 4.75 per kW of Utility Controlled Demand for the shorter of (a) the most recent prior sixty (60) months during which the Customer was billed for service under this rider, or (b) the number of months the Customer has been billed under this rider, and
2. billed a penalty charge of \$1.00 per kW of Utility Controlled Demand times the number of months rebilled in No. 1 above.

SPECIAL PROVISIONS:

1. Control of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an energy management system where the firm demand level can be established or modified only by means of joint access by the Customer and the Company.
2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned load control equipment.
3. It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.
4. The Company is not required to install load control equipment if the installation cannot be economically justified.
5. Credits under this rider will commence after the installation, inspection and successful testing of the load control equipment.
6. Maintenance of equipment (including generators) necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

( Continued on Sheet No. 8.685 )

## FLORIDA POWER &amp; LIGHT COMPANY

( Continued from Sheet No. 8684 )

CONTINUITY OF SERVICE PROVISION:

In order to minimize the frequency and duration of interruptions, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. Any non-firm customers so electing to receive capacity and/or energy which enable(s) the Company to continue service to the Customer's non-firm loads during these periods will be subject to the additional charges set forth below.

In the event a Customer elects not to have its non-firm load interrupted pursuant to this Rider, the Customer shall pay, in addition to the normal charges provided hereunder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class fuel charge for the period during which the load would otherwise have been controlled (see Sheet No. 8.030). This incremental charge shall apply to the customer's non-firm load for all consumption above the Customer's Firm Demand during the time in which the non-firm load would otherwise have been controlled. If, for any reason during such period, this capacity and/or energy is (are) no longer available or cannot be accommodated by the Company's system, the terms of this Special Provision will cease to apply and interruptions will be required for the remainder of such period unless energy use is for one of the conditions outlined under "Provisions for Energy Use During Control Periods".

Any customer served under this rider may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Commercial Industrial Demand Reduction Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including holidays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with regard to this Continuity of Service Provision.

RULES AND REGULATIONS:

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

DEFINITIONS:Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

Force Majeure:

Force Majeure for the purposes of this rider 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.

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(Continued on Sheet No. 9.011)

FLORIDA POWER & LIGHT COMPANY

COMMERCIAL INDUSTRIAL DEMAND REDUCTION RIDER  
CUSTOMER REQUEST FOR APPROVAL

TO: FPL MARKETING  
FAX: (305) 552-2482

FROM: Name: \_\_\_\_\_ Date Sent : \_\_\_\_\_  
Service Address: \_\_\_\_\_ Time Sent: \_\_\_\_\_  
Account No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

REQUEST FOR APPROVAL TO:

- CONDUCT MAINTENANCE ON EQUIPMENT
  - Generator  Control Circuit Wiring
  - Switch Gear  Other

FROM \_\_\_\_\_ TO \_\_\_\_\_  
(Date/Time) (Date/Time)

- CHANGE CONTINUITY OF SERVICE (COSP)  
PROVISION FROM "NO" TO "YES"
- CHANGE CONTINUITY OF SERVICE (COSP)  
PROVISION FROM "YES" TO "NO"

\_\_\_\_\_  
Customer's Signature Date Time

APPROVALS:

FPL Marketing \_\_\_\_\_ Date Time  
FPL TOP \_\_\_\_\_ Date Time

TO: \_\_\_\_\_  
Customer Name Date Time

FPL APPROVAL TO CHANGE:

- YES
- NO Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FPL Marketing Authorization Date Time

## FLORIDA POWER &amp; LIGHT COMPANY

COMMERCIAL INDUSTRIAL DEMAND REDUCTION RIDER AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Customer"), located at \_\_\_\_\_ in \_\_\_\_\_, Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida (hereinafter called the "Company").

## WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Commercial Industrial Demand Reduction Rider ("Rider CDR") as currently approved or as may be modified from time to time by the Florida Public Service Commission ("Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Rider CDR, both parties intend to refer to Rider CDR as it may be modified from time to time. A copy of the Company's presently approved Rider CDR is attached hereto as Exhibit A, and Rider CDR is hereby made an integral part of this Agreement.
2. Service under Rider CDR shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.
3. Service under Rider CDR will be subject to determinations made under Commission Rules 25-17.0021(4), F.A.C. Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Service -Terms and Conditions, or any other Commission determination(s).
4. The Customer agrees to not exceed a usage level of \_\_\_\_\_ kW ("Firm Demand") during the periods when the Company is controlling the Customer's service. If the Customer chooses to operate backup generation equipment in parallel with FPL, the Customer shall enter into an interconnection agreement with the Company prior to operating such equipment in parallel with the Company's electrical system. The "Firm Demand" level (as applicable) shall not be exceeded during periods when the Company is controlling load. Upon mutual agreement of the Company and the Customer, the Customer's "Firm Demand" may be subsequently raised or lowered, so long as the change in the "Firm Demand" level is not a result of a transfer of load from the controllable portion of the Customer's load. The Customer shall notify the Company, in writing, at least ninety (90) days prior to adding firm load.
5. Prior to the Customer's receipt of service under Rider CDR, the Customer must provide the Company access at any reasonable time to inspect any and all of the Customer's load control equipment, and must also have received approval from the Company that the load control equipment is satisfactory to effect control of the Customer's load. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the load control equipment. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and the Customer is not to rely upon any such inspection(s) for, determining whether the load control equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.

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## FLORIDA POWER &amp; LIGHT COMPANY

( Continued from Sheet No. 9.495 )

6. The Customer agrees to be responsible for the determination that all electrical equipment to be controlled is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.
7. Within two (2) years of this Agreement, the Customer agrees to perform the necessary changes to allow control of a portion of the Customer's load. Should the Customer fail to complete the above work by the above-specified date, or should the Customer fail to begin taking service under Rider CDR during that year, this Agreement shall become null and void unless otherwise agreed by the Company.
8. Upon completion of the installation of the load control equipment, a test of this equipment will be conducted. Testing will be conducted outside of the Controllable Rating Periods, at a mutually agreeable time and date. Written notice of the test shall be provided to the Company at least five (5) business days in advance of the date of the test, and the Company shall be afforded the opportunity to witness the test. The test of the load control equipment will consist of a period of load control of not less than one hour. Effective upon the completion of the testing of the load control equipment, the Customer will agree to a "Firm Demand". Service under Rider CDR cannot commence prior to the installation of load control equipment and the successful completion of the test.
9. In order to minimize the frequency and duration of interruptions under the Commercial Industrial Demand Reduction Rider, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Rider CDR. The Customer elects/does not elect to continue taking service under the Continuity of Service Provision. Service will be provided only if capacity and/or energy can be obtained by the Company and can be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to firm Customers. The Customer may countermand the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Rider CDR. The Company's obligations under this Section 9 are subject to the terms and conditions specifically set forth in Rider CDR.
10. The Company may terminate this Agreement at any time if the Customer's load control equipment fails to permit the Company to effect control of the Customer's load. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the failure or malfunction of the Customer's load control equipment. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to remedy, to the Company's satisfaction, the deficiencies in the load control equipment. 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 credit under Rider CDR, bill the Customer under the otherwise applicable firm service rate schedule, and to apply the rebilling and penalty provisions enumerated under "Charges for Early Termination" in Rider CDR.
11. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of control of electric service pursuant to the terms of Rider CDR by remote control or otherwise.
12. This Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained.
13. This Agreement may not be assigned by the Customer without the prior written consent of the Company. The Customer shall, at a minimum, provide to the Company a copy of the articles of incorporation or partnership agreement of the proposed assignee, and a copy of such assignee's most recent annual report at the time an assignment is requested.
14. This Agreement is subject to the Company's "General Rules and Regulations for Electric Service" and the Rules of the Commission.

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**FLORIDA POWER & LIGHT COMPANY**

(Continued from Sheet No. 9.496)

IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be duly executed as of the day and year first above written.

**CUSTOMER (private)**

Company: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CUSTOMER (public)**

Governmental Entity: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FLORIDA POWER & LIGHT COMPANY**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Clerk/Deputy Clerk