

ORIGINAL

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RECORDS AND REPORTING
OF COUNSEL:
CHARLES F. DUDLEY

GOVERNMENTAL CONSULTANTS.
PATRICK R. MALOY
AMY J. YOUNG

March 8, 2000

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Conference Center, Room 110
Tallahassee, Florida 32399-0850

HAND DELIVERY

000298-FI

Re: In re: Petition for Approval of Proposed Revisions to Curtailable Service Tariff by
Florida Power & Light Company

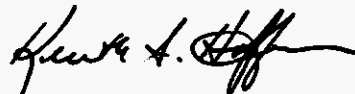
Dear Ms. Bayo:

Enclosed herewith for filing in the above-referenced docket on behalf of Florida Power & Light Company ("FPL") are the original and fifteen copies of FPL's Petition for Approval of Proposed Revisions to Curtailable Service Tariff.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely,



Kenneth A. Hoffman

KAH/rl

Enclosures

Trib.3

RECEIVED & FILED

TPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

03067 MAR-88

RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of)
Proposed Revisions to Curtailable)
Service Tariff by Florida Power)
& Light Company.)
_____)

Docket No. 000298-EI

Filed: March 8, 2000

**FLORIDA POWER & LIGHT COMPANY'S
PETITION FOR APPROVAL OF PROPOSED REVISIONS TO
CURTAILABLE SERVICE TARIFF**

Florida Power & Light Company ("FPL"), by and through its undersigned counsel, hereby files this Petition for Approval of Proposed Revisions to its Curtailable Service Tariff to include force majeure provisions which provide an exception from the requirement that the customer curtail load for the duration of a curtailment period and exculpates such customers from the imposition of charges for non-compliance of curtailment demand under the tariff. 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") under Chapter 366, Florida Statutes. FPL's general offices are located at 9250 West Flagler Street, Miami, Florida 33174.

2. Any pleading, motion, notice, order or other document required to be served upon the Petitioner or filed by any other party to the proceeding should be served upon the following individuals for FPL:

DOCUMENT NUMBER-DATE

03067 MAR-88

STANDARD REPORTING

Mr. Bill Walker
Vice President, Regulatory Affairs
Florida Power & Light Company
215 South Monroe Street
Suite 810
Tallahassee, Florida 32301
(850) 224-7595 (Telephone)
(850) 224-7197 (Telecopier)

Kenneth A. Hoffman, Esq.
Rutledge, Ecenia, Purnell & Hoffman, P.A.
P. O. Box 551
Tallahassee, Florida 32302
(850) 681-6788 (Telephone)
(850) 681-6515 (Telecopier)

3. This Petition is filed pursuant to Section 366.06(1), Florida Statutes, which requires public utilities to file and authorizes the Commission to approve changes in rates.

4. Pursuant to Order No. PSC-92-0687-FOF-EI issued July 21, 1992, the Commission approved a number of changes in the terms and conditions of service under the Interruptible Standby and Supplemental Service ("ISST") and Commercial/Industrial Load Control ("CILC") rate schedules and agreements. Among those approved changes were the addition of force majeure provisions which excused ISST and CILC customers from rebilling and penalty charges when the customer exceeded the firm demand reflected in its contract with FPL during the period of interruption or load control.

5. Pursuant to this Petition, FPL now proposes to revise its curtailable service rate schedules to include substantially similar force majeure provisions approved by the Commission for ISST and CILC customers. FPL maintains that curtailable service provided to commercial or industrial customers is substantially similar to interruptible or load control tariff offerings made available to FPL's commercial or industrial customers. Moreover, load control, interruptible, and curtailable service are all offered for the same purpose - - to reduce electrical demand during peak load periods. Accordingly, the proposed exceptions to imposition of charges for non-compliance of curtailment demand based on defined force majeure events, pre-arranged maintenance of

generation equipment or an event affecting local, state or national security should be made available not only to ISST and CLIC customers but to curtailable service customers as well.

6. FPL maintains that the inclusion of force majeure events under the curtailment rate schedules are necessary to avoid future instances such as the one which occurred in 1999 where an FPL curtailable service customer, through no negligence of its own, failed to curtail service as required and remains subject to non-compliance charges and penalties under FPL's current curtailable service tariff. Without the addition of the force majeure provisions as proposed herein to the curtailable service tariffs, it is likely that future requests for curtailment will result in curtailment service tariff violations, due to force majeure events, which unfairly impose non-compliance charges and penalties on curtailable service customers.


7. The estimated gross decrease in annual revenues resulting from FPL's proposed revisions to its curtailable service rate schedules is difficult to determine. When a curtailable customer does not perform when requested, the revenue to the Company is increased due to the sale of energy to the customer during the curtailable period. For customers not performing due to force majeure events, the Company will forgo revenue associated with the penalties due to non-performance. These penalties vary significantly depending on the degree of non-performance and the time since the last curtailment event. FPL has very limited experience with potential force majeure events for curtailable customers. However, due to the limited number of requests for curtailments and the expected small number of customers that will invoke force majeure, the estimated revenue impact is not significant. However, without the proposed force majeure revisions, FPL is concerned that it will see a decrease in participation in curtailable service which has proven to be an important operating resource and an increased likelihood of customer confusion

when comparing rate alternatives.

8. FPL's proposed revisions to its curtailable service rate schedules: First Revised Sheet No. 8.331, Third Revised Sheet No. 8.341, First Revised Sheet No. 8.433, Sixth Revised Sheet No. 8.441, Eighth Revised Sheet No. 8.543 and First Revised Sheet No. 8.545 are attached in legislative and final formats as Composite Exhibits A, B, C, D, E and F.

WHEREFORE, Florida Power & Light Company requests that the Commission approve the attached proposed revisions to its curtailable service rate schedules for Curtailable Service.

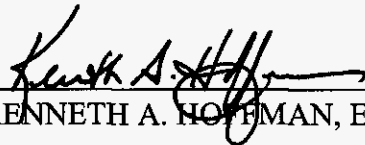
Respectfully submitted,


KENNETH A. HOFFMAN, ESQ.
Rutledge, Ecenia, Purnell & Hoffman, P.A.
P. O. Box 551
Tallahassee, FL 32302
(850) 681-6788 (Telephone)
(850) 681-6515 (Telecopier)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished by U. S. Mail, this 8th day of March, 2000, to the following:

Robert V. Elias, Esq.
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Room 370
Tallahassee, Fl 32399


KENNETH A. HOFFMAN, ESQ.

FPL/curtail

(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 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 by 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, the charges for non-compliance of curtailment demand described above will not apply. 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.

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 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.

COMPOSITE EXHIBIT A

Issued by: **P. J. Evanson, R. E. Tallon, President**

Effective: **October 4, 1981**

(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 demand for the duration of the curtailment period, except under the following conditions:

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(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 maximum demand for the duration of the curtailment period, except under the following conditions:

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2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to by the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
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If one or more of these exemptions apply, the charges for non-compliance of curtailment demand described above will not apply. 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 \$1.70 perkw is allowed based on the current billing demand less the contracted maximum demand for the curtailment periods. The Customer has the option to revise the contracted maximum demand once during the initial twelve (12) month period. Thereafter, a change may be made after at twelve (12) month period.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

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

1. *Rebilled at \$1.70/kw for the prior 12 months or the number of months since the prior curtailment period, whichever is less, and*
2. *Billed a penalty charge of \$3.67/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 maximum 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.

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.

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— COMPOSITE EXHIBIT B —

(Continued from Sheet No. 8.340)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS :

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(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 demand for the duration of the curtailment period, except under the following conditions:

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TERM OF SERVICE:

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COMPOSITE EXHIBIT C

(Continued from Sheet No. 8.432)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS :

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(Continued from Sheet No. 8.440)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS :

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A monthly credit of \$1.70 perkw is allowed based on the current billing demand less the contracted maximum demand for curtailment periods. The Customer has the option to revise the contracted maximum demand once during the initial twelve (12) month period. Thereafter, a change may be made after at twelve (12) month period.

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COMPOSITE EXHIBIT D

Issued by: **P. J. Evanson - J. J. Hudiburg, President**

Effective: **July 20, 1984**

(Continued from Sheet No. 8.440)

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(Continued from Sheet No. 8.542)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS :

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COMPOSITE EXHIBIT E

(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 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 by 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, the charges for non-compliance of curtailment demand described above will not apply. 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 \$1.70 perkw is allowed based on the current billing demand less the contracted maximum demand for curtailment periods. The Customer has the option to revise the contracted maximum demand once during the initial twelve (12) month period. Thereafter, a change may be made after a twelve (12) month period.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

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

1. Rebilled at \$1.70/kw for the prior 12 months or the number of months since the prior curtailment period, whichever is less, and
2. Billed a penalty charge of \$3.67/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 maximum 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.

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 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.

(Continued from Sheet No. 8.544)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS :

When requested to curtail load, customers should reduce their load to their contracted maximum 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 by 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, the charges for non-compliance of curtailment demand described above will not apply. 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.

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 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.

COMPOSITE EXHIBIT F

(Continued from Sheet No. 8.544)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS :

When requested to curtail load, customers should reduce their load to their contracted maximum 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 by 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, the charges for non-compliance of curtailment demand described above will not apply. 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.

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 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.