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RECORDS AND REPORTING

June 28, 1999

Ms. Blanca S. Bayo, Director
Divisions and Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida, 32399-0850

Re: Interconnection Agreement between Florida Power & Light Company (FPL) and the United States Air Force (USAF)

Dear Ms. Bayo:


Enclosed for filing with the Commission, for informational purposes, is a copy of the above-referenced Interconnection Agreement, dated February 9, 1999.

This Interconnection Agreement differs from FPL's standardized "Momentary Parallel Operation Interconnection Agreement" previously approved by the Commission on March 30, 1994, in that this Agreement's terms will permit USAF to operate 7,500 kW of standby electrical generation in parallel with FPL's system for periods exceeding 100 milliseconds for purposes of paralleling USAF's generators with the FPL System for testing, maintenance, or as required by the parties' commercial industrial load control (CILC) agreement.

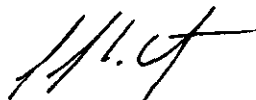
This Interconnection Agreement also differs from FPL's "Interconnection Agreement for Qualifying Facilities," as approved by the Commission effective September 20, 1991, because USAF's electrical generation does not constitute a "qualifying facility" under federal or state laws or regulations.

This Interconnection Agreement does, however, conform with FPL's specifications as required by Rule 4.5 of FPL's "General Rules and Regulations for Electric Service," also previously approved by the Commission. Such specifications of FPL comport, in all significant respects, with the Commission's Rule 25-17.087, F. A. C.

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FPSC-BUREAU OF RECORDS

Sincerely,



Sean J. McCarthy, Transmission Business Manager
Transmission Services Department

Enclosure

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INTERCONNECTION AGREEMENT
BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND THE
UNITED STATES AIR FORCE

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ARTICLE I
DEFINITIONS

Section 1.01 - FPL Facilities: All facilities on FPL's side of the Point of Change of Ownership, including, but not limited to, improvements, terminal facilities, interconnection equipment, protective equipment, and other related equipment and materials. In addition, FPL Facilities include one FPL cabinet containing Interconnection Equipment (including but not limited to, protective relays), accessible only to FPL personnel, located on USAF's side of the Point of Change of Ownership. Exhibit A, Interconnection Configuration, shows the Point of Change of Ownership between the FPL Facilities and the USAF Facilities.

Section 1.02 - Interconnection Facilities: All FPL Facilities and USAF Facilities which FPL determines are necessary to interconnect the USAF Generation Facility with FPL's system in a safe and reliable manner pursuant to Section 3.01 of this Agreement, including, but not limited to, FPL Facilities, Protective Equipment, USAF Facilities and related facilities (including, but not limited to, other substation facilities) as shown on Exhibit A and Exhibit B to this Agreement. The major components of the Interconnection Facilities to be provided by FPL are shown on Exhibit C to this Agreement.

Section 1.03 - Late Payment Interest Rate: The rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under the Contract Disputes Act of 1978 (41 U.S.C. §611), which is in effect at the time USAF accrues the obligation to pay a late payment interest penalty.

Section 1.04 - USAF Facilities: All electric facilities, including without limitation the USAF Generation Facility, on USAF's side of the Point of Change of Ownership. USAF Facilities shall also include all Protective Equipment and equipment used to perform control or dispatch functions on USAF's side of the Point of Change of Ownership with the exception of one FPL cabinet containing Interconnection Equipment (including, but not limited to, protective relays), accessible only to FPL personnel, located on USAF's side of the Point of Change of Ownership.

Section 1.05 - USAF Generation Facility: The 7,500 kW of standby generation at USAF's CCAS Premises, consisting of five 1,500 kW generators located at the USAF CCAS Emergency Generating Plant shown on Exhibit B to this Agreement. The USAF Generating Facility, as defined in this Section 1.05, shall only include the five 1,500 kW generators that are physically connected to the generator bus

1 at the USAF CCAS Emergency Generating Plant and shall not include any other generator located on
2 USAF's CCAS Premises.

3 **Section 1.06 - Operating Representatives:** Those individuals appointed by the respective Parties
4 pursuant to Section 8.01.

5 **Section 1.07 - Past Due After Date:** Thirty days from the date USAF receives an invoice. USAF is
6 deemed to receive an invoice on (i) the date USAF actually receives and annotates the date of receipt at
7 the time of actual receipt on the invoice or (ii) on the date of the invoice if USAF has failed to annotate
8 the invoice with the date of receipt at the time of actual receipt. If the Past Due After Date falls on a
9 Saturday, Sunday, or legal holiday when Federal Government offices are closed and government business
10 is not expected to be conducted, payment may be made on the following business day without incurring
11 a late payment interest penalty.

12 **Section 1.08 - Point of Change of Ownership:** The point(s) at which the USAF Facilities connect to
13 the FPL Facilities as shown on Exhibit A to this Agreement.

14 **Section 1.09 - Protective Equipment:** Includes, but shall not be limited to, protective relays, relaying
15 panels, relaying cabinets, circuit breakers, conduits, cabling, current transformers, potential transformers,
16 coupling capacitor voltage transformers, wave traps, transfer trip and fault recorders, which directly or
17 indirectly provide input to relays, fiber optic communication equipment, power line carrier equipment
18 and telephone circuits, and any other equipment necessary to implement the protection-related provisions
19 of this Agreement.

20 21 22 **ARTICLE II**

23 **TERM**

24 **Section 2.01 - Term:** The term of this Agreement shall commence on the date hereof and shall, except
25 as provided in this Section 2.01 and in Section 12.01, continue in effect for an initial term which shall
26 expire October 1, 2013, and thereafter shall automatically be extended for periods of two years each;
27 however, either Party may terminate this Agreement at the end of the initial term or at the end of any two
28 year extension hereof upon a minimum of two years' advance written notice to the other Party, or at any
29 time upon mutual consent of the Parties. Upon any termination, USAF shall reimburse FPL for all non-
30 reimbursed costs and expenses incurred by FPL pursuant to this Agreement.

1 **Section 3.03 - Final FPL Design:** The Parties recognize and agree that FPL's design, configuration and
2 estimated costs of the Interconnection Facilities on FPL's side of the Point of Change of Ownership (as
3 delineated on Exhibits A, B and C to this Agreement), including the one relay cabinet referenced in
4 Section 1.01 on USAF's side of the Point of Change of Ownership, are based on preliminary technical
5 data for the USAF Generation Facility and the Interconnection Facilities provided by USAF on USAF's
6 side of the Point of Change of Ownership, and FPL's design, configuration and estimated costs can only
7 be finalized upon FPL's receipt of final technical data from USAF. The Parties shall use best efforts to
8 coordinate the final design and configuration to ensure proper coordinated operation of the
9 Interconnection Facilities. FPL may revise its design, configuration and estimate of costs for
10 Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the one relay
11 cabinet referenced in Section 1.01 on USAF's side of the Point of Change of Ownership, in accordance
12 with prudent utility practices and FPL standards, including, but not limited to, revisions made upon
13 receipt of any additional or revised information from USAF (costs may only be revised pursuant to
14 Sections 6.01 and 6.01.01).

15 **Section 3.04 - Delays:** Based on the preliminary design of the Interconnection Facilities, FPL expects
16 to complete the design and construction of the Interconnection Facilities on FPL's side of the Point of
17 Change of Ownership, including the one relay cabinet referenced in Section 1.01 on USAF's side of the
18 Point of Change of Ownership, within 365 days of execution of this Agreement contingent upon (i)
19 USAF completing construction of the Interconnection Facilities on USAF's side of the Point of Change
20 of Ownership within 365 days of execution of this Agreement, which construction by USAF shall
21 exclude one FPL cabinet containing Interconnection Equipment located on USAF's side of the Point of
22 Change of Ownership and, (ii) the receipt of all final technical data from USAF. Both Parties agree that
23 such expected completion time is based on preliminary technical data for the USAF Generation Facility
24 and the Interconnection Facilities provided by USAF and can only be reasonably finalized after both
25 Parties coordinate and complete the final design and configuration of the Interconnection Facilities as
26 stated in Section 3.03 of this Agreement. Each Party shall keep the other Party informed of construction
27 schedules for the Interconnection Facilities under this Agreement and of any change(s) to the final design
28 or configuration of the Interconnection Facilities or to estimated completion times, including the reason(s)
29 for such change(s). Both Parties shall confer, coordinate and negotiate a revised construction schedule

1 should material changes to the final design of the Interconnection Facilities occur. Each Party agrees
2 to provide to the other Party periodic progress reports on the status of its (their) respective project(s).

3
4 **ARTICLE IV**

5 **INTERCONNECTION FACILITIES - SAFETY AND RELIABILITY**

6
7 **Section 4.01 - USAF Generation Facility:** The USAF Generation Facility is an emergency generation
8 facility and is not a "qualifying facility" under applicable state or federal laws or regulations.

9 **Section 4.02 - General:** FPL and USAF shall operate and maintain their respective Interconnection
10 Facilities in a safe and reliable manner and in accordance with prudent utility practices so as to protect
11 the reliability of FPL's system and the USAF Facilities.

12 **Section 4.02.01 - Hazardous or Unsafe Conditions:** USAF shall immediately notify FPL's
13 System Operator (or such other FPL representative as may be designated in writing by FPL) by
14 telephone at (305) 442-5744 in the event of USAF's discovery of any hazardous or unsafe
15 condition(s) associated with the Parties' operations that affect(s) the Interconnection Facilities or
16 FPL's system. If FPL detects any such condition(s), then FPL shall likewise contact the operator
17 of the USAF Generation Facility by telephone. Each Party agrees to immediately take whatever
18 corrective action is necessary and appropriate to eliminate the hazardous or unsafe condition(s).

19 **Section 4.02.02 - Disconnections:** The USAF Generation Facility shall be promptly
20 disconnected from parallel operation with FPL's electrical system upon oral or written request
21 given by FPL to USAF whenever FPL reasonably determines that such disconnection is
22 necessary (i) to provide safe and reliable service to FPL's customers, (ii) to protect FPL's
23 generation, distribution or transmission facilities, or (iii) when the disconnection is reasonably
24 necessary for the purpose of maintenance, testing, repairs, replacements or installation of
25 equipment, or for investigations and inspections of electrical facilities. In addition, the USAF
26 Generation Facility may be automatically disconnected from parallel operation with FPL's system
27 through the operation of Protective Equipment. Following any disconnection of the USAF
28 Generation Facility, resynchronization of the USAF Generation Facility with FPL's electrical
29 system shall only be accomplished pursuant to Section 4.02.03.

1 USAF shall not be responsible for costs and expenses incurred by FPL in constructing, operating and
2 maintaining such capital improvements for such other purposes.

3 **Section 5.03 - USAF Facilities:** USAF shall own, operate and maintain the USAF Facilities.
4 Additionally, USAF shall design, engineer, install, construct, own, operate and maintain any capital
5 improvements which USAF reasonably determines are required for the USAF Facilities. USAF shall
6 coordinate such capital improvements with FPL. USAF shall fulfill its obligations under this Section 5.03
7 at its own expense.

8 **Section 5.04 - Changes by USAF:** USAF shall submit to FPL, for FPL's review and approval or
9 disapproval, any proposed change(s) to the USAF Generation Facility when such proposed change(s)
10 could materially affect the electrical output, capability or reliability of the USAF Generation Facility or
11 FPL's system. Change(s) proposed by USAF shall not be made prior to USAF's receipt of FPL's written
12 approval, which shall not be unreasonably withheld. FPL's approval or disapproval shall be provided to
13 USAF as soon as reasonably practicable. USAF shall provide FPL with sufficient project details and
14 adequate advance written notice to allow FPL to properly evaluate the effect of the change(s) on the
15 interconnected operation of the USAF Generation Facility with FPL's system.

16 **Section 5.05 - Parallel Operations and Limitations:**

17 **Section 5.05.01 - Commercial/Industrial Load Control Program ("CILC" Program):** The
18 Parties understand and agree that upon installation and testing of all equipment generally shown
19 on Exhibit A, the Interconnection Facilities are configured for parallel operation through FPL's
20 North Cape or South Cape Substations to enable USAF to conform to the terms of, and to
21 participate in, FPL's CILC program.

22 **Section 5.05.02 - Limitation on Parallel Operations:**

23 Both Parties agree to the following limitations regarding the duration, frequency, and type of
24 parallel operations:

25 (a) USAF shall operate each of its five generators in parallel with FPL's system for periods not
26 to exceed one hour per occurrence, a maximum of twelve times a year, for the purposes of
27 exercising each generator in parallel with FPL's system during periods of emergency conditions,
28 testing, and/or periodic maintenance to ensure the reliability of the USAF Generation Facility and
29 the USAF Facilities. USAF shall provide to the FPL Operating Representative a schedule
30 indicating those periods during which each of USAF's five generators may operate in parallel

1 with FPL's system for testing and/or maintenance purposes. Such schedule shall be provided
2 annually and may be subsequently revised prior to USAF's exercising each generator in parallel
3 with FPL's system for purposes of testing and/or maintenance during a period not indicated in the
4 schedule in effect at that time. In case of any such revision, USAF shall notify FPL at least
5 seventy-two hours prior to exercising each generator in parallel.

6 (b) USAF shall operate its generators in parallel with FPL's system as required by the terms and
7 conditions of FPL's CILC tariff.

8 (c) To safeguard FPL customers, personnel, equipment and USAF personnel and equipment,
9 FPL's North Cape Substation and South Cape Substation, shown on Exhibit A to this Agreement,
10 shall only be operated in parallel through the USAF Facilities in accordance with and pursuant
11 to the procedures outlined in Exhibit E to this Agreement. USAF agrees that electrically
12 paralleling FPL's North Cape and South Cape Substations through USAF Facilities other than
13 those facilities outlined in Exhibit E to this Agreement must be prevented under any and all
14 circumstances. Toward this end, USAF has developed operating procedures, which comprise
15 Exhibit E to this Agreement. FPL has reviewed the Exhibit E operating procedures and agrees
16 that, if implemented and followed, these operating procedures are intended to prevent improper
17 paralleling of FPL's North Cape and South Cape Substations through the USAF Facilities shown
18 in Exhibit A and Exhibit B to this Agreement. The operating procedures in Exhibit E may only
19 be only be modified by the mutual agreement of both Parties. Failure by USAF to strictly adhere
20 to these operating procedures shall constitute a default under Section 12.01 of this Agreement.

21
22 **Section 5.06 - Harmonics:** USAF shall take whatever measures are necessary to maintain the harmonic
23 distortion levels to those which are recommended by IEEE Standard 519. The harmonics quantity shall
24 be measured at the Point of Change of Ownership.

25
26 **ARTICLE VI**
27 **COST RESPONSIBILITIES**

28
29 **Section 6.01 - USAF's Cost Responsibilities for Design and Construction:** USAF, pursuant to
30 applicable state laws and regulations regarding, but not limited to, contribution in aid of construction and

1 interconnections, shall be responsible for, and hereby agrees to reimburse FPL for, FPL's reasonably
2 incurred costs and expenses, subject to the not to exceed conditions stated in this Section 6.01, in
3 performing its obligations under this Agreement, including, but not limited to:

- 4 (a) All direct and indirect costs of land, other property rights, labor, material, services and
5 studies incurred by FPL in connection with the ownership, design, and construction of
6 the Interconnection Facilities on FPL's side of the Point of Change of Ownership and all
7 other equipment installed by FPL in the performance of its obligations under this
8 Agreement;
- 9 (b) Payroll and other expenses of FPL's employees incurred in connection with FPL's
10 performance of its design and construction obligations under this Agreement, including
11 allowances to reflect the costs of payroll-related taxes, insurance (including that related
12 to Workers' Compensation, Employers' Liability and Unemployment Compensation
13 Insurance), pensions, benefits and overheads; overhead loading rates shall be calculated
14 in accordance with FPL's then-current jobbing procedures, and may include indirect
15 engineering and supervision expenses, and other overhead expenses;
- 16 (c) Costs of labor, services and studies performed for FPL by contractors, jobbers and
17 consultants in connection with FPL's performance of its obligations under this
18 Agreement, including allowances for overheads as provided in item (b) above;
- 19 (d) Costs of materials, supplies, tools, machines, equipment, apparatuses and spare parts
20 incurred in connection with FPL's performance of its obligations under this Agreement,
21 including rental charges, transportation and stores expenses applicable to such costs; and
- 22 (e) All costs imposed upon FPL in connection with FPL's performance of its obligations
23 under this Agreement, including all federal, state and local taxes, impositions or
24 assessments of any character, property taxes and income taxes.

25 An estimate of the costs and expenses FPL expects to incur for designing, acquiring land and land rights,
26 engineering, modifying, upgrading, installing and constructing the Interconnection Facilities on FPL's
27 side of the Point of Change of Ownership, including the one relay cabinet referenced in Section 1.01 on
28 USAF's side of the Point of Change of Ownership, is shown on Exhibit D to this Agreement. In no event
29 shall USAF's obligation to pay FPL for costs and expenses incurred, pursuant to this Agreement, exceed
30 such estimate without prior mutual agreement of both Parties.

1 **Section 6.01.01 - Prior Notification Required:** Except as specified in Section 6.01.02, FPL
2 shall provide written notification to USAF for approval prior to incurring capital costs and
3 expenses associated with designing, engineering, modifying, upgrading, installing or constructing
4 Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the one
5 relay cabinet referenced in Section 1.01 on USAF's side of the Point of Change of Ownership,
6 which would cause FPL to exceed the total Estimate of Interconnection Costs set forth on Exhibit
7 D.

8 **Section 6.01.02 - Exceptions to Prior Notification Requirement:** Costs and expenses incurred
9 by FPL in responding to any emergency event(s), relating to Interconnection Facilities and where
10 verbal or written notification of USAF is not possible, will be subject to notification after the
11 event. Notification of an emergency-related expense will be provided by FPL to USAF by FAX
12 transmission within four business days following the occurrence of an emergency event.

13 **Section 6.02 - USAF's Cost Responsibilities for Operation, Maintenance, and Capital Improvement:**

14 USAF, pursuant to applicable state laws and regulation regarding, but not limited to, the operation,
15 maintenance, and capital improvement of interconnection facilities, shall be responsible for, and hereby
16 agrees to reimburse FPL for FPL's reasonably incurred costs and expenses, subject to the not to exceed
17 conditions stated in this Section 6.02, for the operation, maintenance, modification, improvement, or
18 replacement of the Interconnection Facilities on FPL's side of the Point of Change of Ownership,
19 including the one relay cabinet referenced in Section 1.01 on USAF's side of the Point of Change of
20 Ownership, including, but not limited to:

- 21 (a) All direct and indirect costs of land, other property rights, labor, material, services and
22 studies incurred by FPL in connection with the operation, maintenance, modification,
23 improvement, or replacement of the Interconnection Facilities on FPL's side of the Point
24 of Change of Ownership, including the one relay cabinet referenced in Section 1.01 on
25 USAF's side of the Point of Change of Ownership, and all other equipment installed by
26 FPL under this Agreement;
- 27 (b) Payroll and other expenses of FPL's employees incurred in connection with the operation,
28 maintenance, modification, improvement, or replacement of the Interconnection Facilities
29 on FPL's side of the Point of Change of Ownership, including the one relay cabinet
30 referenced in Section 1.01 on USAF's side of the Point of Change of Ownership, and all

1 other equipment installed by FPL under this Agreement, including allowances to reflect
2 the costs of payroll-related taxes, insurance (including that related to Workers'
3 Compensation, Employers' Liability and Unemployment Compensation Insurance),
4 pensions, benefits and overheads; overhead loading rates shall be calculated in
5 accordance with FPL's then-current jobbing procedures, and may include indirect
6 engineering and supervision expenses, and other overhead expenses;

7 (c) Costs of labor, services and studies performed for FPL by contractors, jobbers and
8 consultants in connection with the operation, maintenance, modification, improvement,
9 or replacement of the Interconnection Facilities on FPL's side of the Point of Change of
10 Ownership, including the one relay cabinet referenced in Section 1.01 on USAF's side
11 of the Point of Change of Ownership, and all other equipment installed by FPL under this
12 Agreement, including allowances for overheads as provided in item (b) above;

13 (d) Costs of materials, supplies, tools, machines, equipment, apparatuses and spare parts
14 incurred in connection with the operation, maintenance, modification, improvement, or
15 replacement of the Interconnection Facilities on FPL's side of the Point of Change of
16 Ownership, including the one relay cabinet referenced in Section 1.01 on USAF's side
17 of the Point of Change of Ownership, and all other equipment installed by FPL under this
18 Agreement, including rental charges, transportation and stores expenses applicable to
19 such costs; and

20 (e) All costs imposed upon FPL in connection with the operation, maintenance, modification,
21 improvement, or replacement of the Interconnection Facilities on FPL's side of the Point
22 of Change of Ownership, including the one relay cabinet referenced in Section 1.01 on
23 USAF's side of the Point of Change of Ownership, and all other equipment installed by
24 FPL under this Agreement, including all federal, state and local taxes, impositions or
25 assessments of any character, property taxes and income taxes.

26 In no event shall FPL exceed the 12 month budget, referenced in Section 7.02 of this Agreement, for the
27 operation, maintenance, modification, improvement, or replacement of the Interconnection Facilities on
28 FPL's side of the Point of Change of Ownership, including the one relay cabinet referenced in Section
29 1.01 on USAF's side of the Point of Change of Ownership, without the prior mutual agreement of both
30 Parties. Costs and expenses related to emergency event(s), as defined in Section 7.02, are not included

1 in the 12 month budget for the operation, maintenance, modification, improvement, or replacement of
2 the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the one relay
3 cabinet referenced in Section 1.01 on USAF's side of the Point of Change of Ownership, and shall be
4 billed separately pursuant to Section 7.02.

5 **Section 6.02.01 - Prior Notification Required:** Except as specified in Section 6.02.02, FPL
6 shall provide written notification to USAF for approval prior to incurring capital costs and
7 expenses associated designing, engineering, installing, constructing, modifying, and maintaining
8 any capital improvements and replacements which would cause FPL to exceed the 12 month
9 budget for the operation and maintenance of the Interconnection Facilities on FPL's side of the
10 Point of Change of Ownership, including the one relay cabinet referenced in Section 1.01 on
11 USAF's side of the Point of Change of Ownership, as referenced in Section 7.02 of this
12 Agreement.

13 **Section 6.02.02 - Exceptions to Prior Notification Requirement:** Costs and expenses incurred
14 by FPL in responding to any emergency event(s), relating to Interconnection Facilities and where
15 verbal or written notification of USAF is not possible, will be subject to notification after the
16 event. Notification of an emergency-related expense will be provided by FPL to USAF by FAX
17 transmission within four business days following the occurrence of an emergency event.

18
19 **Section 6.03 - FPL's Cost-Related Responsibilities:** FPL shall be responsible for billing USAF for any
20 costs and expenses owed by USAF to FPL pursuant to this Agreement. Additionally, FPL shall not be
21 responsible for costs and expenses incurred by USAF in fulfilling USAF's obligations pursuant to this
22 Agreement.

23 ARTICLE VII

24 **BILLING AND PAYMENT**

25 **Section 7.01 - Billing and Payment for FPL Facilities:**

26 **Section 7.01.01 - Initial Payments:** FPL has received a check for \$82,000 as an initial payment
27 for the estimated interconnection costs shown in Exhibit D to this Agreement. This \$82,000
28 check was remitted to FPL so that long lead-time items could be ordered prior to the execution
29 of the Interconnection Agreement to avoid project delays. FPL shall apply this initial payment
30 against USAF's final billing.

1 **Section 7.01.02 - Final Billing and Payment:** As soon as practicable after FPL closes out its
2 construction project, FPL shall provide USAF an invoice for all actual costs and expenses
3 incurred by FPL for designing, engineering, modifying, upgrading, installing and constructing
4 the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the
5 one relay cabinet referenced in Section 1.01 on USAF's side of the Point of Change of
6 Ownership, pursuant to this Agreement. If the final bill amount for the interconnection costs
7 exceeds the sum of the initial payments received by FPL from USAF pursuant to Section 7.01.01
8 and Exhibit D, FPL will issue an invoice to USAF for the amount of the difference. In no event
9 shall USAF's obligation to pay FPL for costs and expenses incurred by FPL for designing,
10 engineering, modifying, upgrading, installing and constructing FPL's Facilities pursuant to this
11 Agreement exceed the Estimate of Interconnection Costs shown in Exhibit D without the prior
12 mutual consent of both Parties. Such mutually agreed upon invoice shall be due when rendered
13 and payable on or before the Past Due After Date in immediately available funds, or by other
14 mutually agreeable method of payment. If the bill is not paid in full on or before the Past Due
15 After Date, it shall be deemed delinquent and shall accrue interest thereafter at the Late Payment
16 Interest Rate, prorated for the past due period, until fully paid. If the final bill amount for the
17 interconnection costs is less than the sum of the initial payments received by FPL from USAF
18 pursuant to Section 7.01.01 and Exhibit D, FPL will refund USAF the amount of the difference
19 by check or by other mutually agreeable method of payment.
20

21 **Section 7.02 - Budgeting, Billing and Payment for Operation and Maintenance Expenses:** FPL shall
22 annually provide to USAF a budget for the operation, maintenance, modification, improvement or
23 replacement of the Interconnection Facilities on FPL's side of the Point of Change of Ownership,
24 including the one relay cabinet referenced in Section 1.01 on USAF's side of the Point of Change of
25 Ownership. Each such budget shall be provided to USAF by June 1 of the then-current year and cover
26 the 12-month period from October 1 of the then-current year to September 30 of the following year. FPL
27 shall bill USAF a service charge to recover from USAF all costs and expenses incurred by FPL for
28 operation, maintenance, modification, improvement or replacement of the Interconnection Facilities on
29 FPL's side of the Point of Change of Ownership, including the one relay cabinet referenced in Section
30 1.01 on USAF's side of the Point of Change of Ownership, pursuant to this Agreement. Such service

1 charge shall be billed quarterly and appear as a separate line item on USAF's monthly electric bill.
2 Charges and expenses resulting from emergency event(s) are not included in the 12 month budget for the
3 operation, maintenance, modification, improvement or replacement of Interconnection Facilities on FPL's
4 side of the Point of Change of Ownership, including the one relay cabinet referenced in Section 1.01 on
5 USAF's side of the Point of Change of Ownership, and shall be billed, on a quarterly basis, as a separate
6 line item on USAF's monthly electric bill. An emergency event shall be defined as any malfunction or
7 failure of Interconnection Facilities which requires prompt, unscheduled actions, repairs, or equipment
8 change-outs by FPL to ensure the safe and reliable operation of the Interconnection Facilities. FPL shall
9 provide USAF information to support all such quarterly service and emergency charges. Furthermore,
10 FPL shall provide, upon USAF's request, a statement of purpose and necessity regarding any capital
11 improvement to the Interconnection Facilities on FPL's side of the Point of Change of Ownership,
12 including the one relay cabinet referenced in Section 1.01 on USAF's side of the Point of Change of
13 Ownership. All such payments shall be due when rendered and payable on or before the Past Due After
14 Date in immediately available funds, or by other mutually agreeable method of payment. Bills not paid
15 on or before the Past Due After Date shall be deemed delinquent and shall accrue interest thereafter at
16 the Late Payment Interest Rate until fully paid.

17 **Section 7.03 - Disputed Bills:** In the event that any portion of any bill is in bona fide dispute, payment
18 of the entire billed amount shall be made when due, but the disputed portion of the bill may be paid under
19 protest. Payments made and designated "Paid under Protest" shall be accompanied by the reason(s) for
20 such protest and, to the extent possible, the amount paid under protest shall be specified. Upon final
21 determination of the correct amount, any refund due USAF resulting from the settlement of the dispute
22 shall be payable to USAF within fifteen days and shall accrue interest at the Late Payment Interest Rate
23 from one day after FPL received such overpayment from USAF, unless the dispute is resolved by a
24 settlement between the Parties which provides otherwise. Pursuant to Section 25-22.032 of the Florida
25 Administrative Code and other applicable state laws, billing disputes between FPL and USAF are under
26 the jurisdiction of the Florida Public Service Commission. If a billing dispute cannot be resolved by
27 mutual agreement of the Parties, USAF and FPL may resolve the billing dispute according to the
28 regulations contained in Section 25-22.032 of the Florida Administrative Code.

29 **Section 7.04 - Disconnection of Facilities:** In the event that USAF (i) fails to pay to FPL any sum when
30 due, or (ii) does not, under Section 6.01, 6.01.01, 6.02, 6.02.01, 7.01.02 or Section 7.02, concur with and

1 approve FPL's proposed action(s), then FPL shall have the right, in addition to all other rights and
2 remedies available to FPL under this Agreement and under applicable law, to take all necessary actions
3 to disconnect the USAF Generation Facility and the USAF Facilities from parallel operation with the FPL
4 system to the extent permitted by law. Pursuant to this Section 7.04, FPL shall give USAF at least thirty
5 (30) days' advance written notice of its intention to take action to disconnect the USAF Generation
6 Facility and the USAF Facilities, and USAF shall have such thirty-day period in which to pay such sum,
7 including accrued interest thereon. FPL shall disconnect the USAF Generation Facility and the USAF
8 Facilities from parallel operation with the FPL system upon termination of this Agreement.

9 **Section 7.05 - Reimbursement of Costs Imposed on FPL:** USAF agrees to reimburse and indemnify
10 and hold FPL harmless and make it whole for any and all local, Florida or federal income tax
11 consequences resulting from FPL's receipt of any sum(s) of money from USAF, or for the construction
12 work performed and facilities conveyed pursuant to this Agreement, whether or not determined to be
13 gross revenue, contribution in aid of construction or otherwise, including, without limiting the generality
14 of the foregoing, additional tax on any sum(s) or facilities received hereunder.

15 **Section 7.06 - Challenges to Bills:** Either Party may challenge the correctness of any bill or billing
16 adjustment pursuant to this Agreement no later than twelve months after the date payment of such bill
17 or billing adjustment is due. If a Party does not challenge the correctness of a bill or billing adjustment
18 within such twelve-month period, such bill or billing adjustment shall be binding upon that Party and
19 shall not be subject to challenge. Any such challenge must be in writing. Where it is determined as a
20 result of any such challenge that an adjustment to a bill or a previous billing adjustment is appropriate,
21 such adjustment shall include interest accrued at the Late Payment Interest Rate for each applicable month
22 from the time the bill was originally rendered until such month as the billing adjustment is made pursuant
23 to this Section 7.06.

24 25 **ARTICLE VIII**

26 **OPERATING REPRESENTATIVES**

27
28 **Section 8.01 - Operating Representatives:** Each Party shall appoint, or cause its designee to appoint,
29 an Operating Representative who shall be the person responsible for the daily operations of that Party,
30 and shall notify, or cause its designee to notify, the other Party of such appointment. Each Party or its

1 designee will also appoint an alternate Operating Representative to act for it in the absence of the primary
2 Operating Representative, and may change such appointment(s) of primary or alternate Operating
3 Representative(s) at any time by similar written notice. The Operating Representatives shall hold
4 meetings at the request of either Party at a time and place agreed by the Parties to review the duties set
5 forth herein or to discuss any other matters within the scope of their authority. The Operating
6 Representatives shall be responsible for effecting such duties as may be required of them, including, but
7 not limited to, start-up and synchronization of the USAF Generation Facility, and any other duties as may
8 be conferred upon them by mutual agreement of FPL and USAF. Each Party shall cooperate in providing
9 to the Operating Representatives all information required in the performance of their duties. All decisions
10 and agreements made by the Operating Representatives shall be evidenced in writing.

11
12 **ARTICLE IX**
13 **INDEMNITY**
14

15 **Section 9.01 - Indemnification:** FPL and USAF shall each be responsible for its own facilities. FPL
16 and USAF shall each be responsible for ensuring adequate safeguards for other FPL customers, FPL and
17 USAF personnel and equipment, and for the protection of its own generating system. FPL and USAF,
18 to the extent permitted by the Federal Tort Claims Act (28 U.C.S. §§1346, 2671 et seq.), shall each
19 indemnify and save the other harmless from any and all claims, demands, costs or expenses for loss,
20 damage or injury to persons or property caused by, arising out of, or resulting from:

- 21 (i) Any act or omission by a Party or that Party's contractors, agents, servants and employees
22 in connection with the installation, operation or maintenance of that Party's generation,
23 transmission and distribution systems, or the operation thereof in connection with the
24 other Party's system;
- 25 (ii) Any defect in, failure of, or fault related to, a Party's generation, transmission and
26 distribution systems;
- 27 (iii) The negligence of a Party or negligence of that Party's contractors, agents, servants and
28 employees; or
- 29 (iv) Any other event or act that is the result of, or proximately caused by, a Party.
30

1 Each Party's indemnity - related obligation(s) hereunder shall be limited to \$1,000,000 per occurrence.

2
3 **ARTICLE X**

4 **LIMITATION OF LIABILITY**

5
6 **Section 10.01 - Limitation of Liability:** In no event shall either Party be liable (in contract or in tort,
7 including negligence, or otherwise) to the other Party or its suppliers or its subcontractors for indirect,
8 incidental or consequential damages resulting from a Party's performance, non-performance or delay in
9 performance of its obligations under this Agreement.

10
11
12 **ARTICLE XI**

13 **FORCE MAJEURE**

14
15 **Section 11.01 - Force Majeure:** In the event that either Party should be delayed in, or prevented from,
16 performing or carrying out any of the agreements, covenants and obligations to interconnect the USAF
17 Generation Facility with FPL's system made by, or imposed by this Agreement upon, said Party, by
18 reason of or through any cause reasonably beyond its control (not attributable to its or its contractors' or
19 suppliers' neglect or lack of due diligence), including, but not limited to, strikes, lockouts or other labor
20 disputes or difficulties, riot, fire, flood, ice, invasion, civil war, hurricanes, insurrection, military or
21 usurped power, action or inaction of any civil or military authority (including courts and governmental
22 or administrative agencies), explosion, act of God or public enemies, then, in each such case or cases, the
23 Party who is unable to perform shall not be liable to the other Party for, or on account of, any loss,
24 damage, injury or expense (including consequential damages and cost of replacement power) resulting
25 from or arising out of any such delay or prevention from performing; provided, however, the Party
26 suffering any such delay or prevention shall use due and, in its judgment, practicable diligence to remove
27 the cause(s) thereof; and provided, further, neither Party shall be required by the foregoing provisions
28 to settle a strike, lockout or other labor dispute affecting it except when, according to its own best
29 judgment, such a settlement seems advisable. Events of Force Majeure affecting USAF shall not excuse
30 USAF from its obligations under Article IX, or to make payment for any charges payable pursuant to this

1 Agreement. A Party experiencing an event of Force Majeure shall notify the other Party thereof as soon
2 as practicable.

3 **ARTICLE XII**

4 **MISCELLANEOUS**

5
6 **Section 12.01 - Default:** If either Party shall default in any of its material obligations under this
7 Agreement and such Party fails to cure the default within thirty days after receipt of notice thereof is
8 given in writing by the other Party, the Party not in default may terminate this Agreement by written
9 notice thereof to the Party in default, effective thirty days after such notice of termination is given. If
10 such default is remedied during the thirty-day period following notice of termination, this Agreement
11 shall not be terminated due to such default; provided, however, if it is not feasible to correct such default
12 within thirty days after written notice of such default has been delivered to the defaulting Party by the
13 other, but it is and remains feasible to correct such default within one year after such notice, it shall not
14 constitute grounds for termination hereunder until the earliest feasible date within such one-year period
15 when a cure could be effected so long as (i) corrective action by the defaulting Party is instituted within
16 ten days of the date of such notice, (ii) such corrective action is diligently pursued, (iii) the defaulting
17 Party provides to the other Party monthly written reports as to the nature and progress of such corrective
18 action, and (iv) such default is cured by the earliest feasible date within such one-year period.

19 **Section 12.02 - Responsibility for the USAF Generation Facility and the USAF Facilities:** In no
20 event shall any FPL statement, representation or lack thereof, either express or implied, relieve USAF
21 of its exclusive responsibility for the USAF Generation Facility and the USAF Facilities. Without
22 limiting the generality of the foregoing, any FPL inspection of the USAF Generation Facility and/or the
23 USAF Facilities shall not be construed as confirming or endorsing its (their) design or its (their) operating
24 or maintenance procedures, nor as a warranty or guarantee as to the safety, reliability or durability of
25 either the USAF Generation Facility equipment or the USAF Facilities. FPL's inspection, acceptance or
26 *its failure to inspect* shall not be deemed an endorsement of any equipment or procedure related to the
27 USAF Generation Facility or the USAF Facilities, nor shall such inspection, acceptance or failure to
28 inspect affect USAF's liability to FPL for damages suffered by FPL or otherwise recoverable by FPL.

1 **Section 12.03 - Waivers:** Any waiver at any time by either Party hereto of its rights with respect to the
2 other Party, or with respect to any matter arising in connection with this Agreement, shall not be
3 considered a waiver with respect to any subsequent default or matter.

4 **Section 12.04 - Successors and Assigns:** This Agreement shall not be assigned or transferred, in whole
5 or in part, by FPL without the written consent of USAF, which consent(s) shall not be unreasonably
6 withheld, except that such written consent(s) shall not be required (i) in the case of an assignment or
7 transfer to a successor in the operation of the assignor's or transferor's properties by reason of a merger,
8 consolidation, sale, or foreclosure, where substantially all such properties are acquired by such successor,
9 or (ii) in the case of an assignment or transfer of all or part of the assignor's or transferor's properties or
10 interest to a wholly-owned subsidiary of the assignor or transferor or to another company in the same
11 holding company as the assignor or transferor. This Agreement shall not be assigned or transferred, in
12 whole or in part, by USAF and shall terminate upon the sale, transfer, or conveyance, in whole or in part,
13 of the USAF Generation Facilities or the USAF Facilities.

14 **Section 12.05 - Effect of Section Headings:** Article and Section headings appearing in this Agreement
15 are inserted for convenience of reference only and shall in no way be construed to be interpretations of
16 the text of this Agreement.

17 **Section 12.06 - Exhibits:** As used throughout this Agreement, the term "Agreement" shall include any
18 and all Exhibits hereto, as such Exhibits may be amended from time to time.

19 **Section 12.07 - Relationship of the Parties:** Nothing contained in this Agreement shall be construed
20 to create an association, joint venture, partnership or any other type of business entity between or among
21 FPL, USAF and/or any other party.

22 **Section 12.08 - No Dedication of the System:** Any undertaking by either Party to the other Party under
23 any provision(s) of this Agreement shall not constitute the dedication of the system, or any portion
24 thereof, of either Party to the public or to the other Party, and it is understood and agreed that any such
25 undertaking by either of the Parties shall cease upon termination of this Agreement.

26 **Section 12.09 - Notices:** Any notice contemplated by this Agreement shall be made in writing and shall
27 be delivered either in person, by prepaid telegram, by telex or facsimile transmission, by deposit in the
28 United States mail, first class, postage prepaid, or by prepaid overnight courier, as specified below:

29
30
31

1 In the case of FPL:

2 Florida Power & Light Company
3 Attention: Manager, Transmission Services
4 9250 West Flagler Street
5 Miami, Florida 33174
6

7
8 In the case of USAF:

9 UNITED STATES AIR FORCE
10 Attention: Contracting Officer
11 45th Contracting Squadron
12 1201 Edward H. White Boulevard
13 Building 423
14 Patrick Air Force Base, FL 32925
15

16 Other person(s) may be designated by FPL or USAF. Any Party's designation of the person(s) to be
17 notified or the address(es) of such person(s) may be changed by such Party at any time, or from time to
18 time, by similar notice.

19 **Section 12.10 - Complete Agreement:** This Agreement is intended as the exclusive, integrated
20 statement of the agreement between the Parties. This Agreement shall not be amended or modified, and
21 no waiver of any provision hereof shall be effective, unless set forth in a written instrument executed by
22 the Parties.

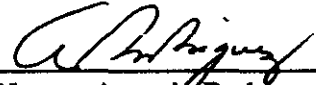
23 **Section 12.11 - Execution of Counterparts:** This Agreement may be executed in counterparts, each
24 of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

25 (The next page is the signature page)

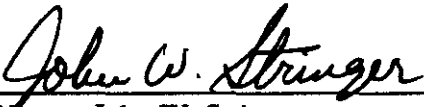
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**IN WITNESS WHEREOF, FPL and USAF have caused this Agreement to be executed by their
respective duly authorized representatives, effective as of the date and year first above stated.**

FLORIDA POWER & LIGHT COMPANY

By: 
Name: Antonio Rodriguez
Title: Vice President

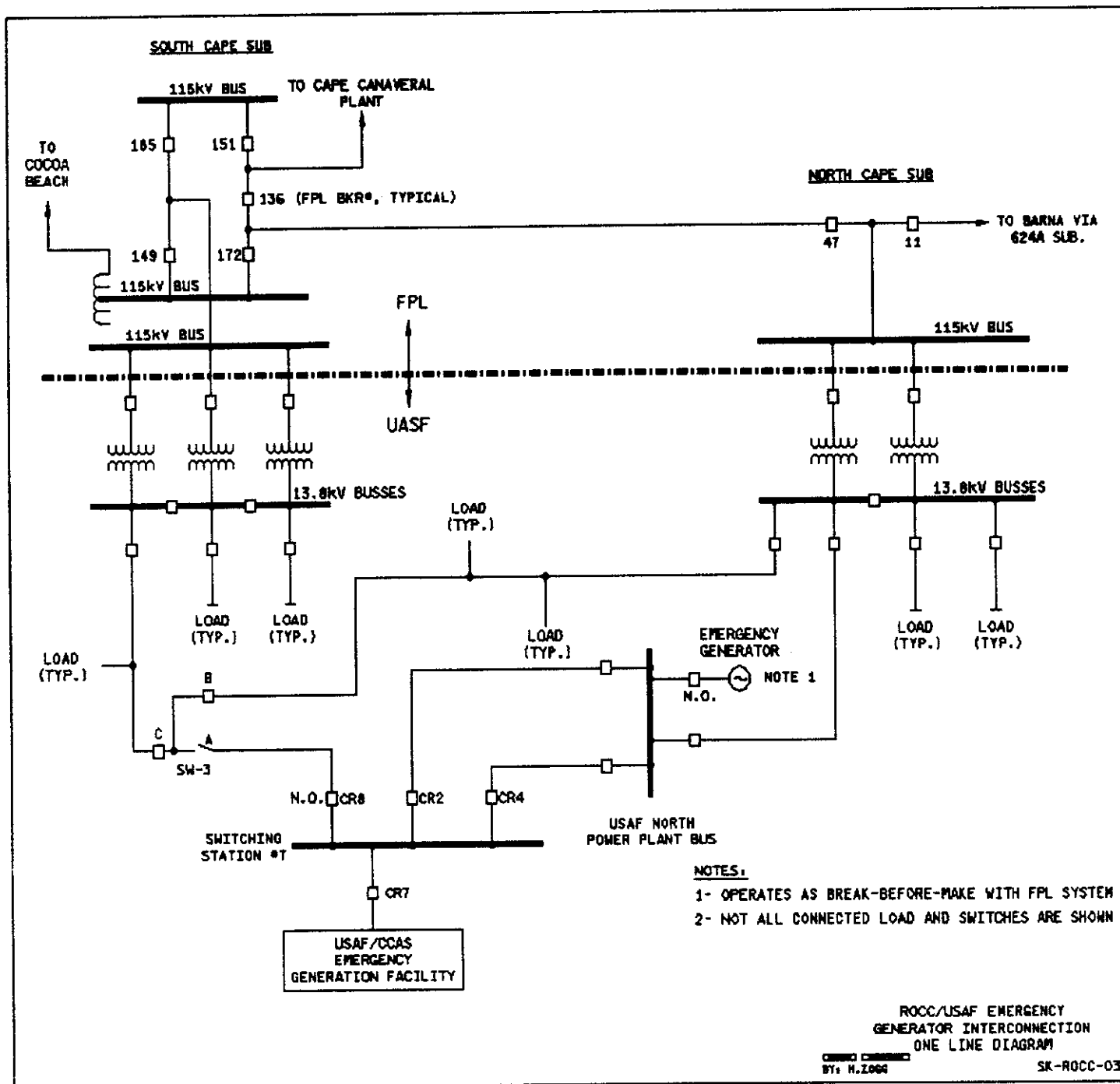
UNITED STATES AIR FORCE

By: 
Name: John W. Stringer
Title: Contracting Officer

**INTERCONNECTION AGREEMENT BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND THE
UNITED STATES AIR FORCE**

EXHIBIT A

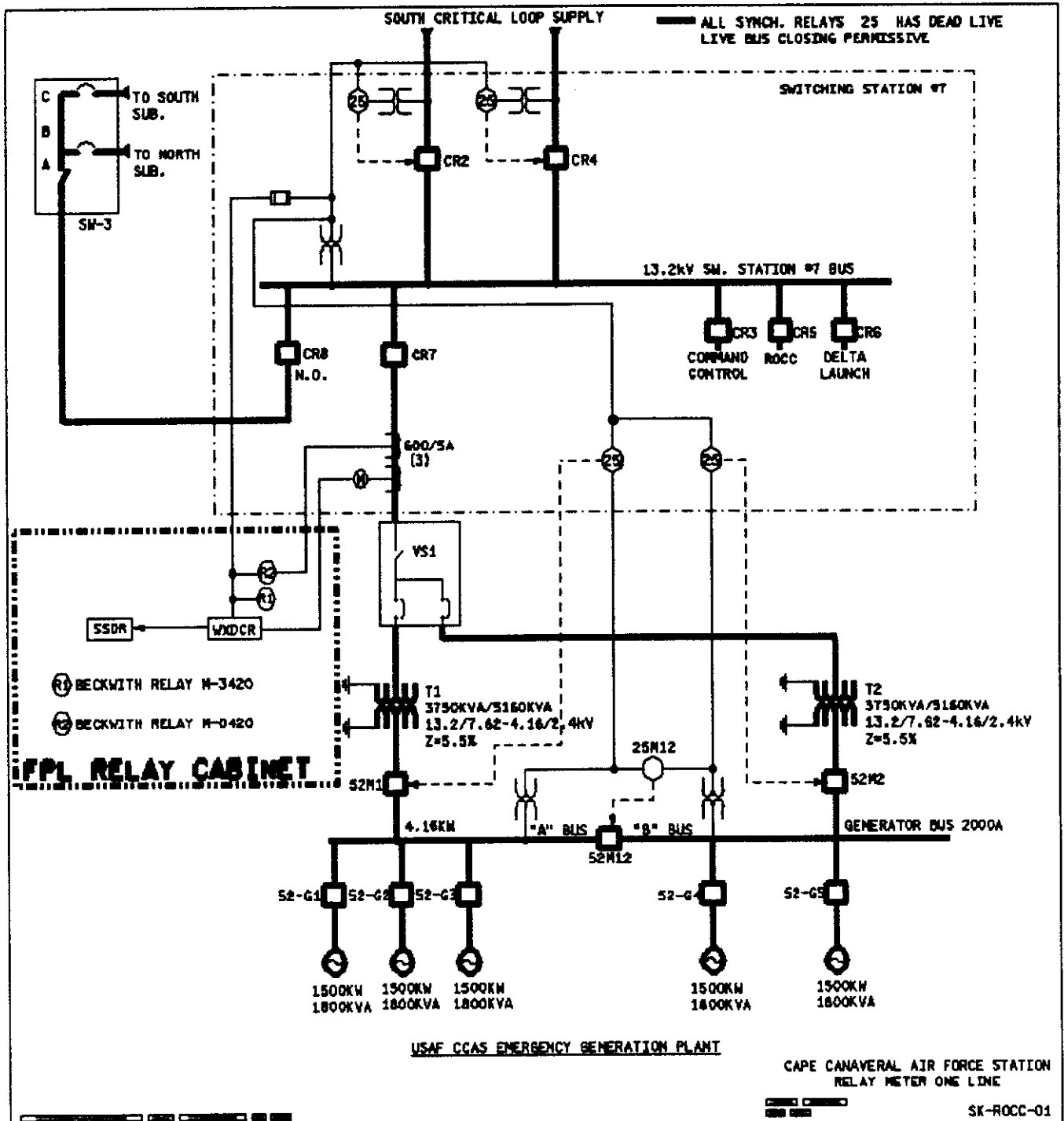
INTERCONNECTION CONFIGURATION



**INTERCONNECTION AGREEMENT BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND THE
UNITED STATES AIR FORCE**

EXHIBIT B

INTERCONNECTION CONFIGURATION



**INTERCONNECTION AGREEMENT
BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND THE
UNITED STATES AIR FORCE**

**EXHIBIT C
INTERCONNECTION FACILITIES TO BE PROVIDED BY FPL**

Following are the major equipment and components of Interconnection Facilities:

- 1) One relay cabinet containing:
 - one Beckwith relay M-3420
 - one Beckwith relay M-0420
 - auxiliary relays, timers, and indication lights
 - internal cabinet wiring, terminal blocks, and connectors.
- 2) One interconnection interface junction box.
- 3) Wiring required to provide the status of various transmission breakers at North Cape and South Cape Substations to USAF transmitters located on USAF's side of the point in change of ownership at North Cape and South Cape Substations.

**INTERCONNECTION AGREEMENT
BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND THE
UNITED STATES AIR FORCE**

EXHIBIT D

ESTIMATE OF INTERCONNECTION COSTS

The estimate of the costs and expenses FPL expects to incur for designing, engineering, modifying, upgrading, installing and constructing the Interconnection Facilities pursuant to this Agreement is approximately \$ 82,000.

**INTERCONNECTION AGREEMENT
BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND THE
UNITED STATES AIR FORCE**

EXHIBIT E

USAF OPERATING PROCEDURE

**SEQUENCE OF OPERATIONS
For CILC Mode**

South Cape Power Plant, Cape Canaveral Air Station, Florida

Overview of System Operations:

Figure 1 provides the electrical system one-line diagram for the South Cape Power Plant.

Utility power is normally supplied to Switch Station # 7 (SS7) from the North Substation via the Critical Power Plant.

Upon interruption of utility power, the South Cape Power Plant (SCPP) will isolate SS7 from utility power and energize the mission critical loads being served by SS7. Upon return of utility power, the SCPP control system will synchronize and parallel with utility power (to North Substation normally or South Substation), offload/de-energize generators, and perform a bumpless restoration of utility power to SS7 loads.

When CILC support is required, the SCPP will generate and deliver 7.5 MW to the South Substation Load. During CILC events, 1-2 MW of mission critical load will be delivered to SS7 and the balance of the 7.5 MW being delivered to the South Substation Load. Because of the mission critical loads at SS7, a rapid, make-before-break transfer of supply from the North to the South Substation must occur prior to activating the CILC mode.

Interlocks are included within the SCPP control system (furnished as part of the SCPP Expansion project) to prevent paralleling of the North and South Substations, except as noted above.

Sequence of Operations for the standby plant control modes are described below.

A. Normal Operations

1. Utility power is normally supplied from North Substation to Switching Station 7 in a loop configuration through CR4 and/or CR2 with CR7 normally closed, CR8 normally open, and all SS7 load breakers (CR3, CR5, and CR6) normally closed.
2. South Cape Power Plant 5KV bus is energized with 52M1, 52M2, and tie breaker 52M12 normally closed.
3. SCPP generators off with associated breakers normally open.

B. Loss of Utility Power – Plant in AUTO/HOT STANDBY MODE

1. Utility power voltage loss sensed by PT17 (PT sourced by SS7 bus) and a 27/47 device located at SCPP 5KV switchgear.
2. Upon loss of utility power, plant control system opens CR4, CR2, CR7, 52M1, and 52M2.
3. After verifying above breakers are open, two available plant generators are started, synched, and paralleled to re-energize the plant 5KV bus. Note if plant control system (PCS) cannot verify above breakers open or breaker CR8 not open, then plant goes into alarm state and STANDBY mode will not be activated.
4. PCS verifies all plant and exterior breakers and switches are in proper operating positions, else plant goes into alarm state.
5. PCS closes 52M1, 52M2, and CR7 after synch check verification via 25 device, and plant energizes SS7 load.
6. After return of utility power, PCS will alert CCAS High Voltage Dispatch operator. Upon Dispatcher command, PCS will synchronize and parallel with utility across CR4 or CR2, unload/de-energize plant generators, open generator breakers, and restore plant to Normal operations.

C. PLANT CILC Automatic Mode – Exporting 7.5 MW to SS7 and South Substation

1. Plant must be in Normal mode before CILC can be activated.
2. FPL sends the CILC Alert signal to annunciators located at the CCAS High Voltage Dispatch Center and the South Cape Power Plant. The CILC control mode will be activated in no less than 15 minutes after receipt of the CILC Alert annunciation.
3. CILC mode is activated after receipt of signal from FPL CILC control panel located at South Cape Power Plant (SCPP). A dry contact CILC signal will be wired into the Plant Control System and a CCAS SCADA system RTU (also located at the SCPP).
4. Upon activation of CILC mode, at SS7: breaker CR8 is closed, and breakers CR2 and CR4 are opened approximately 12 cycles after closing of CR8. This operational feature will provide a make-before-break transfer of power from the North Substation to the South Substation without interrupting service to the mission critical loads at SS7. The following high speed interlocks and controls will be incorporated into the SCPP control system to implement this control feature:
 - a. Status of FPL 115 KV transmission loop breakers between North and South Substations will be monitored and will prohibit CILC mode if either or both of the 115KV loop breakers are open (Note: the FPL 115KV transmission breaker status will be transmitted via a new pilot wire system that will be installed as part of the SCPP Expansion Project.)
 - b. Synch check is verified across CR8 before closing of CR8, else CILC mode aborted.
 - c. Breakers CR2 and CR4 are verified to be opened after closing of CR8 to limit paralleling time between North and South Substation to a maximum of 12 cycles, else trip CR8 to abort CILC mode and restore SS7 to normal supply configuration. Alarms will be presented at the SCPP and Cape Dispatcher Center upon failure to activate the CILC mode.
5. Upon activation of CILC mode and SS7 is being supplied by South Substation, all five of the plant generators will be started and the PCS will synchronize and parallel one of the generators with FPL utility power via the generator circuit breaker. Zero power is being exported at this time.

6. The FPL Interconnection Protective Relaying system will be activated anytime the the generation plant is operating in parallel with Utility power (see note 1 below).
7. The remaining four plant generators will be synchronized and paralleled in a similar fashion until all five generators are on line with the plant exporting zero power. The plant generators will be operating in an isochronous load sharing, power factor control mode at this time.
8. After verification that all five generators available, utility power present, system breakers and switches is their required positions, no alarm conditions, and no protective trip conditions, the PCS will automatically export 7.5 MW to South Substation Load.
9. Plant will continue to export 7.5 MW to South Substation Load until CILC Activate signal is removed.
10. Upon removal of the CILC Activate signal, the following sequences will be performed:
 - a. Plant control system will offload plant generators and take all generators offline via their respective circuit breakers (Note: breakers CR7 at SS7 and main plant breakers 52M1 and 52M2 will remain closed to sustain 'HOT' plant bus operating practice)
 - b. Synch check is verified across CR4 and CR2 before closing of CR4 and CR2, else an incomplete transfer alarm is presented at SCPP and Cape Dispatcher Center.
 - c. Breaker CR8 is verified to be opened after closing of CR4 and CR2 to limit paralleling time between North and South Substation to a maximum of 12 cycles, else trip CR2 and CR8 to abort transfer of supply from South to North Substation. Alarms will be presented at the SCPP and Cape Dispatcher Center upon failure to transfer from South to North Substation.
 - d. Return plant to Normal operating mode.

Implementation Notes:

1. FPL is providing a Protection and Control (P&C) system relay panel as part of the South Cape Power Plant CILC Upgrade project. The FPL P&C panel will monitor for power system disturbances while the Standby Plant is interconnected to the FPL Utility grid. Upon detection of any system disturbance, the P&C panel will automatically disconnect all FPL utility interties (breakers CR2, CR4, and CR8 at SS7) that connect to the Standby plant. The FPL P&C system shall not disconnect mission critical loads at SS7 from the Standby plant. The FPL P& C system may be required to shutdown the Standby Plant and open breaker CR7 if SS7 utility tie breakers (CR8, CR4, and CR2) fail to trip when called upon during a parallel operations system disturbance.

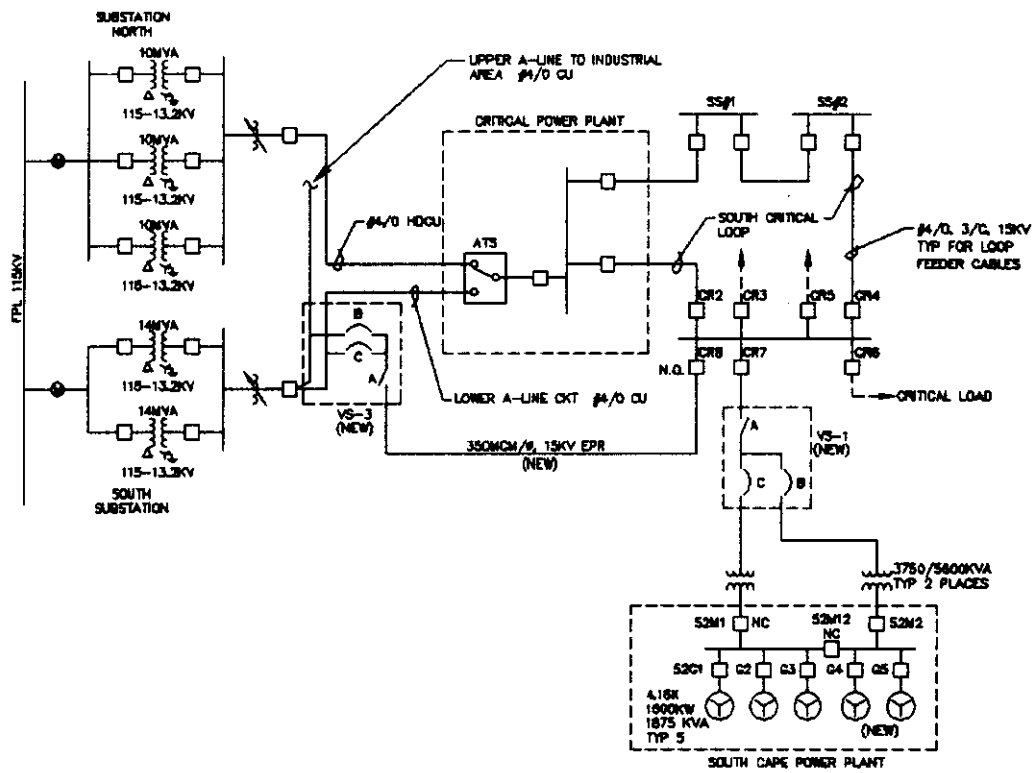


FIG 1: CAPE CANAVERAL HIGH VOLTAGE ELECTRICAL DISTRIBUTION SYSTEM