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GRIDFLORIDA LLC
OPEN ACCESS TRANSMISSION TARIFF

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I. COMMON SERVICE PROVISIONS

1 Definitions

1.1 Ancillary Services: Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

1.2 [reserved]

1.2A Annual System Transmission Costs: The Annual System Transmission Costs shall be the amount specified in Attachment I. The annual revenue requirements associated with the cost of transmission facilities included in the Annual System Transmission Costs only can be amended by the owner of such facilities or by order of the Commission.

1.2B Annual Zonal Transmission Costs: Annual Zonal Transmission Costs for a Transmission Rate Zone shall be the amount specified in Attachment H for that Transmission Rate Zone. The annual revenue requirements associated with the cost of transmission facilities included in the Annual Zonal Transmission Costs only can be amended by the owner of such facilities or by order of the Commission.

1.3 Application: A request by an Eligible Customer for transmission service pursuant to the provisions of the Tariff.

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- 1.3A Balancing Service:** The use of incs and decs by the Transmission Provider in Real Time, as such term is defined in Attachment P, to deliver energy to or acquire energy from Scheduling Coordinators to balance the Transmission Provider's system.
- 1.4 Commission:** The Federal Energy Regulatory Commission.
- 1.5 Completed Application:** An Application that satisfies all of the information and other requirements of the Tariff, including any required deposit.
- 1.6 Control Area:** An electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:
- (1) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);
 - (2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;
 - (3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and
 - (4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

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- 1.7 Curtailment:** A reduction in firm or non-firm transmission service in response to a transmission capacity shortage as a result of system reliability conditions.
- 1.7A Day-Ahead Scheduling Process:** The scheduling process under Attachment P during which Scheduling Coordinators must submit balanced schedules and all necessary rights to use the Transmission System.
- 1.8 Delivering Party:** The entity supplying capacity and energy to be transmitted at Point(s) of Receipt.
- 1.9 Designated Agent:** Any entity that performs actions or functions on behalf of the Transmission Provider, an Eligible Customer, an LSE or the Transmission Customer required under the Tariff.
- 1.10 Direct Assignment Facilities:** Facilities or portions of facilities that are constructed ~~by the Transmission Provider~~ for the sole use/benefit of a particular Transmission Customer requesting service under the Tariff. A facility shall not be deemed to be constructed for the sole use/benefit of a customer if ~~GridFlorida~~ the Transmission Provider determines that construction of the facility is appropriate under the guidelines set forth in the Planning Protocol - Attachment N. In the event of enhanced or special facilities approved pursuant to ~~Sections I.B.C. or I.E.~~ Section IX of the Planning Protocol or otherwise resulting from the application of construction or design standards higher than

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those established by ~~GridFlorida~~ the Transmission Provider, the incremental portion of the facilities shall be considered for the sole use/benefit of the Transmission Customer. Direct Assignment Facilities shall be specified in the Service Agreement that governs service to the Transmission Customer and shall be subject to Commission approval.

1.10A Dispatchable Demand: Controlled load that can be reduced or increased through dispatch consistent with technical requirements established by the Transmission Provider.

~~**1.10B Divesting Owner or DO:** A transmission owner, including a TDU, that has divested ownership of its transmission facilities to the Transmission Provider.~~

1.11 Eligible Customer: (i) Any electric utility (including ~~Divesting Owners~~ and Participating Owners and any power marketer), Federal power marketing agency, or any person generating electric energy for sale for resale is an Eligible Customer under the Tariff. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by Section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided pursuant to a state requirement that the Transmission Provider offer the unbundled transmission service, or pursuant to a voluntary offer of such service by the Transmission Provider; (ii) Any retail customer

taking unbundled transmission service pursuant to a state requirement that the Transmission Provider offer the transmission service, or pursuant to a voluntary offer of such service by a Participating Owner ~~or Divesting Owner~~, is an Eligible Customer under the Tariff, provided that a Participating Owner ~~or Divesting Owner~~ only may voluntarily offer such service to a retail customer of the Participating Owner ~~or Divesting Owner~~ at the time of the offer.

1.11A Existing Facilities: Transmission facilities placed into service prior to January 1, 2001: of the year the Transmission Provider begins commercial operations.

1.11B Existing Transmission Agreements or ETAs : Transmission contracts of ~~Divesting Owners~~ and POs entered into prior to the date of commercial operations of the Transmission Provider. Existing Transmission Agreements are listed on Attachment T.

1.11C External Control Area: A Control Area that is ~~neither the Transmission Provider's Control Area nor~~ not an Internal Control Area.

1.12 Facilities Study: An engineering study conducted by the Transmission Provider to determine the required modifications to the Transmission Provider's Transmission System, including the cost and scheduled completion date for such modifications, that will be required to provide the requested transmission service.

- 1.13 Firm Point-To-Point Transmission Service:** Transmission Service under this Tariff that is reserved and/or scheduled between specified Points of Receipt and Delivery pursuant to Part II of this Tariff.
- 1.13A Flowgate:** A transmission line or group of transmission lines that form a specific interface point and that evidence Commercially Significant congestion costs, as defined in Exhibit P-1 to Attachment P.
- 1.13B FRCC:** The Florida Reliability Coordinating Council, the NERC reliability organization responsible for ensuring the reliability of the Florida transmission system.
- 1.13C Generation Interconnection Service or GIS:** The interconnection of electric generation facilities to the Transmission System pursuant to ~~Section~~ Part IV. Generation Interconnection Service does not include the transmission of electricity or the integration of a generation facility with the Transmission System or with any load.
- 1.13D GIS Facilities Study:** An engineering study conducted by the Transmission Provider to determine the required modifications to the Transmission Provider's Transmission System, including the cost and scheduled completion date for such modifications, that will be required to provide the requested Generation Interconnection Service.

1.13E GIS Feasibility Study: An assessment by the Transmission Provider of the adequacy of the Transmission System to accommodate a request for Generation Interconnection Service.

1.14 Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

1.14A GridFlorida: GridFlorida LLC, ~~which is the independent transmission company that serves as, Inc.,~~ the RTO within the FRCC. GridFlorida also is referred to herein as the Transmission Provider.

1.14B Grid Management Charge: A charge to recover start up and administrative costs, calculated in accordance with Schedule 10.

1.14C Interconnection Agreement: An agreement governing the terms and conditions of the interconnection of a generation facility with the Transmission

System between the owner of the generation facility, the Transmission Provider and any PO owning facilities at the location of the interconnection.

1.14D Internal Control Area: A Control Area covering Transmission Facilities owned by a Participating Owner.

1.15 Interruption: A reduction in non-firm transmission service due to economic reasons pursuant to Section 14.7.

1.16 [reserved]

1.16A Load Serving Entity or LSE: An entity that purchases and/or generates electricity that it sells to retail customers. A joint action agency or other agent for a group of LSEs, and which is the Transmission Customer for such LSEs, shall have the right to act as agent for the LSEs with respect to all aspects of this Tariff.

1.17 Load Shedding: The systematic reduction of system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, or voltage control considerations under Part III of the Tariff.

1.18 Long-Term Firm Point-To-Point Transmission Service: Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of one year or more.

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- 1.18A Monthly Actual Transmission System Peak:** The Monthly Actual Transmission System Peak in a calendar month shall be the maximum total in an hour during the month of actual Network Load on the Transmission System.
- 1.18B Monthly Actual Zonal Peak:** The Monthly Actual Zonal Peak for a Transmission Rate Zone in a calendar month shall equal the maximum actual hourly Network Load in the Transmission Rate Zone during the month.
- 1.18C Monthly Projected Transmission System Peak:** The Monthly Projected Transmission System Peak in a calendar month shall be the maximum total in an hour during the month of projected hourly Network Load on the Transmission System, as calculated by the Transmission Provider pursuant to this Tariff.
- 1.18D Monthly Projected Zonal Peak:** The Monthly Projected Zonal Peak for a Transmission Rate Zone in a calendar month shall equal the maximum projected hourly Network Load in the Transmission Rate Zone during the month, calculated by the Transmission Provider pursuant to this Tariff after consultation with the applicable Participating Owner(s).
- 1.18E Monthly Transmission System Network Load:** A Network Customer's Monthly Transmission System Network Load is its hourly Network Load on the Transmission System coincident with the Monthly Actual Transmission System Peak.

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1.18F Monthly Zonal Network Load: A Network Customer's Monthly Zonal

Network Load for a Transmission Rate Zone is its hourly Network Load in the Transmission Rate Zone coincident with the Monthly Actual Zonal Peak for the Transmission Rate Zone.

1.19 ~~{reserved}~~ NERC: The North American Electric Reliability Council and any successor entity.

1.20 Network Customer: An entity receiving transmission service pursuant to the terms of the Transmission Provider's Network Integration Transmission Service under Part III of the Tariff, and is represented by a Scheduling Coordinator for purposes of scheduling services and billing under this Tariff

1.21 Network Integration Transmission Service: The transmission service provided under Part III of the Tariff.

1.22 Network Load: The load that a Network Customer designates for Network Integration Transmission Service under Part III of the Tariff. The Network Customer's Network Load shall include all load served by the output of any Network Resources designated by the Network Customer. A Network Customer may elect to designate less than its total load as Network Load but may not designate only part of the load at a discrete Point of Delivery. Where a an Eligible Customer has elected not to designate a particular load at discrete points of delivery as Network Load, the Eligible Customer is responsible for

making separate arrangements under Part II of the Tariff for any Point-To-Point Transmission Service that may be necessary for such non-designated load.

1.23 Network Operating Agreement: An executed agreement that contains the terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Network Integration Transmission Service under Part III of the Tariff.

1.24 Network Operating Committee: A group made up of representatives from the Network Customer(s) and the Transmission Provider established to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Part III of this Tariff.

1.25 Network Resource: Any designated generating resource owned, purchased or leased by a Network Customer under the Network Integration Transmission Service Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

1.26 Network Upgrades: Modifications or additions to transmission-related facilities that are integrated with and support the Transmission Provider's

overall Transmission System for the general benefit of all users of such Transmission System.

1.26A New Transmission Investment: The revenue requirement associated with transmission facilities placed into service prior on or after January 1, 2001, ~~and the revenue requirement associated with any capitalized costs incurred after that date for improvements, betterments, or replacements to or of Existing Facilities.~~ of the year the Transmission Provider begins commercial operations..

1.26B Next-Day Buy Through Service: Transmission Service on non-Flowgate facilities scheduled in the Day-Ahead Scheduling Process and provided in accordance with Attachment P.

1.26C Non-Flowgate Facility: A Non-Flowgate Facility is a facility that is part of the Transmission System that is not part of a Flowgate. Included in Non-Flowgate Facilities are facilities that are part of Flowgates that transmit power in the opposite direction of the Flowgate.

1.26D Non-Firm Physical Transmission Right or NPTR: The right to schedule the delivery of one MW of energy in a specific direction across a Flowgate for one hour, sold through redispatch in the Day-Ahead Scheduling Process and with a lower priority than PTRs, as provided in Attachment P. An NPTR does not confer the right to receive congestion revenues.

- 1.27 Non-Firm Point-To-Point Transmission Service:** Point-To-Point Transmission Service under the Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Section 14.7 under Part II of this Tariff. Non-Firm Point-To-Point Transmission Service is available on a stand-alone basis for periods ranging from one hour to one month.
- 1.28 Open Access Same-Time Information System (OASIS):** The information system and standards of conduct contained in Part 37 of the Commission's regulations and all additional requirements implemented by subsequent Commission orders dealing with OASIS.
- 1.29 Part I:** Tariff Definitions and Common Service Provisions contained in Sections 2 through 12.
- 1.30 Part II:** Tariff Sections 13 through 27 pertaining to Point-To-Point Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.
- 1.31 Part III:** Tariff Sections 28 through 35 pertaining to Network Integration Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.
- 1.31A Part IV:** Tariff Sections 36 through 47 pertaining to Generation Interconnection Service, in conjunction with the applicable Common Service

Provisions of Part I.

1.31B Participating Owner or PO: Transmission owners, including TDUs, that have ~~elected to place~~ placed their transmission facilities under the control of the Transmission Provider by entering into the PO Management Agreement with the Transmission Provider.

1.32 ~~Parties~~ Party: The Transmission Provider ~~and~~, the Transmission Customer receiving service under the Tariff, or a Participating Owner, as applicable.

1.32A Physical Transmission Right or PTR: The right to schedule the delivery of one MW of energy in a specific direction across a Flowgate for one hour, as provided in Attachment P. A PTR does not confer the right to receive congestion revenues.

1.32B PO Management Agreement: The agreement between the Transmission Provider and the POs pursuant to which control of the POs' transmission facilities is transferred to the Transmission Provider.

1.33 Point(s) of Delivery: Point(s) on the Transmission Provider's Transmission System where capacity and energy transmitted by the Transmission Provider will be made available to the Receiving Party under Part II of the Tariff. The Point(s) of Delivery shall be specified in the Service Agreement for Long-Term Firm Point-To-Point Transmission Service.

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- 1.34 Point(s) of Receipt:** Point(s) of interconnection on the Transmission Provider's Transmission System where capacity and energy will be made available to the Transmission Provider by the Delivering Party under Part II of the Tariff. The Point(s) of Receipt shall be specified in the Service Agreement for Long-Term Firm Point-To-Point Transmission Service.
- 1.35 Point-To-Point Transmission Service:** The reservation and transmission of capacity and energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Part II of the Tariff.
- 1.36 Power Purchaser:** The entity that is purchasing the capacity and energy to be transmitted under the Tariff.
- 1.36A Quick Start Resource:** For purposes of Operating Reserves, Quick Start Resources are units that are available within 12 minutes of being called. For congestion management purposes, a unit is a Quick Start Resource if it is available to provide energy within 20 minutes of being called.
- 1.36B Recallable Transmission Right or RTR:** The right to schedule the delivery of one MW of energy in a specific direction across a Flowgate for one hour, purchased as a recallable right as provided in Attachment P. An RTR does not confer the right to receive congestion revenues.
- 1.37 Receiving Party:** The entity receiving the capacity and energy transmitted by the Transmission Provider to Point(s) of Delivery.

1.37A Regional Market: The boundaries of the hierarchical Control Area directed by the Transmission Provider, including ~~the Transmission Provider's Control Area~~ and all Internal Control Areas.

1.38 Regional Transmission Group (RTG): A voluntary organization of transmission owners, transmission users and other entities approved by the Commission to efficiently coordinate transmission planning (and expansion), operation and use on a regional (and interregional) basis.

1.38A Regional Transmission Organization or RTO: A regional transmission organization that meets the requirements of FERC Order No. 2000.

1.39 Reserved Capacity: The maximum amount of capacity and energy that the Transmission Provider agrees to transmit for the Transmission Customer over the Transmission Provider's Transmission System between the Point(s) of Receipt and the Point(s) of Delivery under Part II of the Tariff. Reserved Capacity shall be expressed in terms of whole megawatts on a sixty (60) minute interval (commencing on the clock hour) basis.

1.39A Schedule Adjustment Process: The process under Attachment P that begins immediately after the Day-Ahead Scheduling Process, during which Scheduling Coordinator's may adjust their balanced schedules.

1.39B Scheduling Coordinator: An entity certified pursuant to Part V of this Tariff to submit to the Transmission Provider requests for transmission reservations and

schedules for energy and Ancillary Services.

1.39C Scheduling Day: The calendar day on which a scheduled transaction takes place, consisting of the 24 hour period beginning at the start of the hour ending 0100 and ending at the end of the hour ending 2400 daily.

1.40 Service Agreement: The initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and the Transmission Provider for service under the Tariff.

1.41 Service Commencement Date: The date the Transmission Provider begins to provide service pursuant to the terms of an executed Service Agreement, or the date the Transmission Provider begins to provide service in accordance with Section 15.3 or Section 29.1 under the Tariff.

1.41A Settlement Period: Any one of the six ten-minute periods that make up a clock hour.

1.42 Short-Term Firm Point-To-Point Transmission Service: Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of less than one year.

1.43 System Impact Study: An assessment by the Transmission Provider of (i) the adequacy of the Transmission System to accommodate a request for either Firm Point-To-Point Transmission Service or Network Integration Transmission Service and (ii) whether any additional costs may be incurred in order to

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provide transmission service.

1.43A System-Wide Rate: The System-Wide Rate shall equal the Annual System Transmission Costs divided by the average for the calendar year of the Monthly Projected Transmission System Peaks. Charges will be trued-up in accordance with Attachment U hereto.

1.43B Tariff Year: The first Tariff Year shall consist of the twelve (12) month period beginning on the first day of the month after the effective date of this Tariff, plus each day of the prior month for which this Tariff is effective. Subsequent Tariff Years shall consist of each subsequent twelve (12) month period.

1.44 Third-Party Sale: Any sale for resale in interstate commerce to a Power Purchaser that is not designated as part of Network Load under the Network Integration Transmission Service.

1.44A Through And Out Rate: The Through And Out Rate shall equal the sum of the Annual Zonal Transmission Costs divided by the average for the calendar year of the Monthly Projected Transmission System Peaks. Charges will be trued-up in accordance with Attachment U hereto.

1.45 Transmission Customer: Any Eligible Customer (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests in writing that the Transmission Provider file with the Commission, a proposed unexecuted Service Agreement to receive transmission service under Part II of the Tariff,

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and is represented by a Scheduling Coordinator for purposes of scheduling services and billing under this Tariff. This term is used in the Part I Common Service Provisions and Parts IV and V to include customers receiving transmission service under Part II and Part III of this Tariff.

1.45A Transition Period: The first five Tariff Years.

1.45B Transition Period TDU Adder: During the Transition Period, an amount equal to (a) the ratio of (i) wholesale load excluded from Zonal Rates pursuant to Section 6.2 of Attachment T, and bundled retail load of the applicable Network Customer in the applicable Transmission Rate Zone coincident with the Monthly Projected Zonal Peak for the Transmission Rate Zone to (ii) the Monthly Projected Zonal Peaks for the Transmission Rate Zone, times (b) the TDU revenue requirement included in the Annual Zonal Transmission Costs for the Transmission Rate Zone.

1.45C Transmission Dependent Utility or TDU: A Transmission Dependent Utility is an interconnected distribution system that was served, as of October 16, 2000, by a Participating Owner's ~~or Divesting Owner's~~ **Network Integration** Transmission Service or the functional equivalent of Network Integration Transmission Service in an amount equal to or in excess of 75% of its load.

1.46 Transmission Provider: GridFlorida.

1.46A Transmission Rate Zone: Each Transmission Rate Zone is listed in

Attachment V hereto. The transmission owning TDUs located in each Transmission Rate Zone are included in Attachment V.

1.47 [reserved]

1.48 **Transmission Service:** Point-To-Point Transmission Service provided under Part II of the Tariff on a firm and non-firm basis.

1.49 **Transmission System:** All ~~transmission facilities owned or leased by the Transmission Provider and all~~ transmission facilities that have been placed under the operational control of the Transmission Provider through the PO Management Agreement. All such facilities are posted on the OASIS.

1.50 **Zonal Rate:** The Zonal Rate for a Transmission Rate Zone shall equal the Annual Zonal Transmission Costs for the Transmission Rate Zone divided by the average for the calendar year of the Monthly Projected Zonal Peaks for the Transmission Rate Zone. Charges will be trued-up in accordance with Attachment U hereto.

1A Application of Tariff

1A.1 Application to Bundled Retail Load: Except as provided herein, during the Transition Period a Transmission Customer may elect to exempt bundled retail load from the Zonal Rate. A Transmission Customer serving the bundled retail load of a TDU shall pay the Zonal Rate for such bundled retail load.

1A.2 Application to Existing Transmission Agreements: Existing Transmission

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Agreements shall not be subject to the Zonal Rate.

2 Initial Allocation and Renewal Procedures

2.1 Initial Allocation of Available Transmission Capability: [reserved]

2.2 Reservation Priority For Existing Firm Service Customers: ~~Divesting~~

~~Owners and~~ POs have the right to convert their existing firm use of the Transmission System to Network Integration Transmission Service with the same priority as their existing use. Existing firm service customers (with a contract term of one year or more) of the POs ~~and Divesting Owners~~ have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed. If at the end of the contract term, the Transmission Provider's Transmission System cannot accommodate all of the requests for transmission service the existing firm service customers must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current just and reasonable rate, as approved by the Commission, for such service. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of one-year or longer.

3 Ancillary Services

Ancillary Services are needed with transmission service to maintain reliability within and among the Control Areas affected by the transmission service. The Transmission Provider is

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required to provide, and the Transmission Customer is required to purchase from the Transmission Provider, the following Ancillary Services (i) Scheduling, System Control and Dispatch, (ii) Reactive Supply and Voltage Control from Generation Sources, and (iii) System Restoration Service.

The Transmission Provider is required to offer to provide as the provider of last resort the following Ancillary Services for the Transmission Customer serving load within the Transmission Provider's Control Area or an Internal Control Area (i) Regulation and Frequency Response, (ii) Energy Imbalance, (iii) Operating Reserve - Spinning, and (iv) Operating Reserve - Supplemental. The Transmission Provider may satisfy its provider of last resort obligation by establishing Ancillary Services markets, as described in the individual Ancillary Services rate schedules. The Transmission Customer serving load within the Transmission Provider's Control Area or an Internal Control Area is required to acquire these Ancillary Services, whether from the Transmission Provider, from a third party, or by self-supply. The Transmission Customer may not decline the Transmission Provider's offer of Ancillary Services unless it demonstrates that it has acquired the Ancillary Services from another source.

The Transmission Provider shall specify the rate treatment and all related terms and conditions in the event of an unauthorized use of Ancillary Services by the Transmission Customer.

The specific Ancillary Services, prices and/or compensation methods are described on the Schedules that are attached to and made a part of the Tariff.

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- 3.1 **Scheduling, System Control and Dispatch Service:** The rates and/or methodology are described in Schedule 1.
- 3.2 **Reactive Supply and Voltage Control from Generation Sources Service:**
The rates and/or methodology are described in Schedule 2.
- 3.3 **Regulation and Frequency Response Service:** Where applicable the rates and/or methodology are described in Schedule 3.
- 3.4 **Energy Imbalance Service:** Where applicable the rates and/or methodology are described in Schedule 4.
- 3.5 **Operating Reserve - Spinning Reserve Service:** Where applicable the rates and/or methodology are described in Schedule 5.
- 3.6 **Operating Reserve - Supplemental Reserve Service:** Where applicable the rates and/or methodology are described in Schedule 6.
- 3.7 **System Restoration Service:** The rates and/or methodology are described in Schedule 11.

4 **Open Access Same-Time Information System (OASIS)**

The Transmission Provider will operate a single OASIS for the Transmission System. Terms and conditions regarding Open Access Same-Time Information System and standards of conduct are set forth in 18 CFR § 37 of the Commission's regulations (Open Access Same-Time Information System and Standards of Conduct for Public Utilities). In the event available transmission capability as posted on the OASIS is insufficient to accommodate a request for firm

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transmission service, additional studies may be required as provided by this Tariff pursuant to Sections 19 and 32.

5 Local Furnishing Bonds

5.1 Transmission Providers That Own Facilities Financed by Local Furnishing

Bonds: This provision is applicable only to POs that have financed facilities for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds"). Notwithstanding any other provision of this Tariff, the Transmission Provider shall not be required to provide transmission service to any Eligible Customer pursuant to this Tariff if the provision of such transmission service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance a PO's facilities that would be used in providing such transmission service.

5.2 Alternative Procedures for Requesting Transmission Service:

- (i) If the Transmission Provider determines that the provision of transmission service requested by an Eligible Customer would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance a PO's facilities that would be used in providing such transmission service, it shall advise the Eligible Customer within thirty (30) days of receipt of the Completed Application.
- (ii) If the Eligible Customer thereafter renews its request for the same

transmission service referred to in (i) by tendering an application under Section 211 of the Federal Power Act, the Transmission Provider, within ten (10) days of receiving a copy of the Section 211 application, will waive its rights to a request for service under Section 213(a) of the Federal Power Act and to the issuance of a proposed order under Section 212(c) of the Federal Power Act. The Commission, upon receipt of the Transmission Provider's waiver of its rights to a request for service under Section 213(a) of the Federal Power Act and to the issuance of a proposed order under Section 212(c) of the Federal Power Act, shall issue an order under Section 211 of the Federal Power Act. Upon issuance of the order under Section 211 of the Federal Power Act, the Transmission Provider shall be required to provide the requested transmission service in accordance with the terms and conditions of this Tariff.

6 Reciprocity

A Transmission Customer receiving transmission service under this Tariff agrees to provide comparable transmission service that it is capable of providing to the ~~Divesting Owners~~ and Participating Owners on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy owned, controlled or operated by the

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Transmission Customer's corporate affiliates. A Transmission Customer that is a member of a power pool, RTO or Regional Transmission Group also agrees to provide comparable transmission service to the members of such power pool, RTO and Regional Transmission Group on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer's corporate affiliates.

This reciprocity requirement applies not only to the Transmission Customer that obtains transmission service under the Tariff, but also to all parties to a transaction that involves the use of transmission service under the Tariff, including the power seller, buyer and any intermediary, such as a power marketer. This reciprocity requirement also applies to any Eligible Customer that owns, controls or operates transmission facilities that uses an intermediary, such as a power marketer, to request transmission service under the Tariff. If the Transmission Customer does not own, control or operate transmission facilities, it must include in its Application a sworn statement of one of its duly authorized officers or other representatives that the purpose of its Application is not to assist an Eligible Customer to avoid the requirements of this provision.

7 Billing and Payment

7.1 Billing Procedure: Within a reasonable time after the first day of each month, the Transmission Provider shall submit an invoice to the Scheduling Coordinator for each Transmission Customer served by the Scheduling

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Coordinator for the charges for all services furnished under the Tariff during the preceding month. The invoice shall be paid by the Scheduling Coordinator for the Transmission Customer within twenty (20) days of receipt. All payments shall be made in immediately available funds payable to the Transmission Provider, or by wire transfer to a bank named by the Transmission Provider.

7.2 Interest on Unpaid Balances: Interest on any unpaid amounts (including amounts placed in escrow) shall be calculated in accordance with the methodology specified for interest on refunds in the Commission's regulations at 18 C.F.R. § 35.19a(a)(2)(iii). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by the Transmission Provider.

7.3 Customer Default: In the event the Scheduling Coordinator on behalf of the Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to the Transmission Provider on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Transmission Provider notifies the Transmission Customer to cure such failure, a default by the Transmission Customer shall be deemed to exist. Upon the occurrence of a default, the Transmission Provider may initiate a proceeding with the Commission to

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terminate service but shall not terminate service until the Commission so approves any such request. In the event of a billing dispute between the Transmission Provider and the Transmission Customer, the Transmission Provider will continue to provide service under the Service Agreement as long as the Scheduling Coordinator on behalf of the Transmission Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then the Transmission Provider may provide notice to the Transmission Customer of its intention to suspend service in sixty (60) days, in accordance with Commission policy.

7.4 Payments By Transmission Customer: A Transmission Customer may cure a default by a Scheduling Coordinator by making payments directly to the Transmission Provider.

7.5 True-Ups: Charges shall be trued-up in accordance with Attachment U hereto.

8 Accounting for the Transmission Provider's Use of the Tariff

[Reserved]

9 Regulatory Filings

Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the right of the Transmission Provider to unilaterally make application to the

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Commission for a change in rates, terms and conditions, charges, classification of service, Service Agreement, rule or regulation under Section 205 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder. Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the right of any Participating Owner to unilaterally make application to the Commission for a change in revenue requirements associated with the Participating Owner's facilities under this Tariff.

Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the ability of any Party receiving service under the Tariff to exercise its rights under the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder.

10 Force Majeure and Indemnification

10.1 Force Majeure: An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. The Transmission Provider, a PO, ~~a DO~~, and the Transmission Customer will not be considered in default as to any obligation under this Tariff if prevented from fulfilling the obligation due to an event of Force Majeure.

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However, a Party whose performance under this Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Tariff.

10.2 Indemnification: The Transmission Customer shall at all times indemnify, defend, and save the Transmission Provider, ~~Participating Owners, and Divesting Owners~~ and POs harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Transmission Provider's, ~~Participating Owners', and Divesting Owners'~~ and POs' performance of their obligations under this Tariff on behalf of the Transmission Customer, except in cases of negligence or intentional wrongdoing by the Transmission Provider, or PO, or DO, as applicable.

10.3 Liability: The Transmission ~~Provider's Divesting Owners' and Participating Owners' liability for claims related to service provided or actions taken under this Tariff shall be as provided in Florida law as applied to electric utilities with respect to indirect, consequential and incidental~~ Provider will use reasonable diligence at all times to provide continuous service and shall not be liable to the Transmission Customer for any damages arising from causes beyond its control

or from the negligence of the Transmission Provider, its employees, servants or agents, or entities or persons acting at the Transmission Provider's direction, including but not limited to, damages for complete or partial failure or interruption of service, for initiation of or re-connection of service, for shutdown for repairs or adjustments, for fluctuations in voltage, for delay in providing or in restoring service, or for failure to warn of interruption of service.

Whenever the Transmission Provider deems that an emergency warrants interruption or limitation in the service supplied, or there is a delay in providing or restoring said service because of an emergency, such interruption, limitation or delay shall not constitute a breach of contract and shall not render the Transmission Provider, or entities or persons acting at the Transmission Provider's direction, liable for damages suffered thereby or excuse the Transmission Customer from fulfillment of its obligations.

The Transmission Customer shall not be entitled to recover from the Transmission Provider, or entities or persons acting at the Transmission Provider's direction, for loss of use of any property or equipment, loss of profits or income, loss of production, rental expenses for replacement of property or equipment, diminution in value of property, expenses to restore operations, loss of goods or products, or any other consequential, indirect, unforeseen,

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incidental or special damages.

11 Creditworthiness

[Reserved]

12 Dispute Resolution Procedures

12.1 Internal Dispute Resolution Procedures: Any dispute between a Transmission Customer or Participating Owner and the Transmission Provider involving transmission service under the Tariff (excluding applications for rate changes or other changes to the Tariff, or to any Service Agreement entered into under the Tariff, which shall be presented directly to the Commission for resolution) shall be referred to a designated senior representative of the Transmission Provider and a senior representative of the Transmission Customer or Participating Owner for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days or such other period as the Parties may agree upon by mutual agreement, such dispute may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

12.2 External Arbitration Procedures: Any arbitration initiated under the Tariff shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) days of the

referral of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and any applicable Commission regulations or Regional Transmission Group rules.

- 12.3 Arbitration Decisions:** Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and any Service Agreement entered into under the Tariff and shall have no power to modify or change any of the above in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the

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arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act and/or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service or facilities.

12.4 Costs: Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:

- (A) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or
- (B) one half the cost of the single arbitrator jointly chosen by the Parties.

12.5 Rights Under The Federal Power Act: Nothing in this section shall restrict the rights of any party to file a Complaint with the Commission under relevant provisions of the Federal Power Act.

~~12C Payment of Revenue Requirements~~

~~The Transmission Provider shall pay revenue requirements to Participating Owners as follows:~~

~~12A.1 Payments for Existing Facilities: For each month of a calendar year, the~~

~~Transmission Provider shall pay the following amount to each Participating Owner:-~~

~~$PEF = (ZRREF * (MAZP/SMPZP)) + (SRREF * (MATSP/SMPTSP))$, where~~

~~PEF = monthly payment for Existing Facilities;~~

~~ZRREF = the approved, accepted, or otherwise effective revenue requirement of the~~

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~~Existing Facilities of the applicable Participating Owner included in the Annual Zonal~~

~~Transmission Costs of a Transmission Rate Zone, less any revenue credits under~~

~~Attachment H that are not collected by the Transmission Provider;~~

~~MAZP = the Monthly Actual Zonal Peak for the month for the Transmission Rate Zone;~~

~~SMPZP = the sum of the Monthly Projected Zonal Peaks for the calendar year for the~~

~~Transmission Rate Zone;~~

~~SRREF = the approved, accepted, or otherwise effective revenue requirements of the~~

~~Existing Facilities of the applicable Participating Owner included in the Annual System~~

~~Transmission Costs;~~

~~MATSP = the Monthly Actual Transmission System Peak for the month;~~

~~SMPTSP = the sum of the Monthly Projected Transmission System Peaks for the calendar
year;~~

~~12A.2 Payments for New Transmission Investment: For each month of a calendar year, the~~

~~Transmission Provider shall pay the following amount to each Participating Owner for~~

~~New Transmission Investment:~~

~~$PNTI = SRRNTI * (MATSP / SMPTSP)$, where~~

~~PNTI = monthly payment for New Transmission Investment;~~

~~SRRNTI = New Transmission Investment of the applicable Participating Owner included~~

~~in the Annual System Transmission Costs, less any revenue credits under Attachment I~~

~~that are not collected by the Transmission Provider;~~

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~~MATSP = the Monthly Actual Transmission System Peak for the month;~~

~~SMPTSP = the sum of the Monthly Projected Transmission System Peaks for the calendar year.~~

~~12A.3 Netting of Payments: All payments under this Section 12A shall be netted against amounts owed by the Participating Owner for transmission service under this Tariff.~~

~~12A.4 True-Up: June 1 of each calendar year, the Transmission Provider shall notify each Participating Owner of the difference between (a) the amounts paid to the Participating Owner under this Section 12A and (b) the approved, accepted, or otherwise effective revenue requirements of the Existing Facilities and New Transmission Investment of the applicable Participating Owner owed to the Transmission Provider for the prior calendar year, calculated as follows:~~

~~$\sum_{n=1}^{12} 1/12 \text{ NTIRRN} + 1/12 \text{ EFRRn}$, where,~~

~~NTIRRN = the Participating Owner's New Transmission Investment in month n of the prior calendar year;~~

~~EFRRn = the Participating Owner's approved, accepted, or otherwise effective revenue requirement for Existing Facilities in month n of the prior calendar year~~

~~Payments of any such negative difference shall be made by the Transmission Provider to the applicable Participating Owner within 30 days of the date the Transmission Provider provides such notice. Payments of any such positive difference shall be made by the applicable Participating Owner to the Transmission Provider within 30 days of the date the~~

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~~Transmission Provider provides such notice. Payments shall include interest calculated in accordance with 18 C.F.R. § 35.19a(a)(2)(iii). Interest shall be calculated for the difference between the amount paid by the Transmission Provider for each month and the amount owed by the Transmission Provider as calculated under this Section 12A.4 for that month, from the original date of receipt of payment by the Participating Owner of amounts owed for the month to the date the true-up notice is provided pursuant to this provision.~~

~~12B Revenue Requirements of Nonjurisdictional POs: A Participating Owner that is not a public utility under the Federal Power Act ("NJ PO") shall recover its revenue requirements pursuant to one of the following two options:~~

~~Option 1—The NJ PO may file directly with the Commission a request for approval of its revenue requirements, or any change in those requirements, along with appropriate supporting documentation.~~

~~Option 2—The NJ PO may submit to the Transmission Provider its proposed revenue requirements, or any change in those revenue requirements, along with appropriate supporting documentation. The Transmission Provider shall, within thirty (30) days thereafter, file such revenue requirement with the Commission for its approval. The Transmission Provider shall have no responsibility for supporting or defending such revenue requirement, the responsibility for which lies solely with the NJ PO.~~

~~Under either option, the NJ PO shall be entitled to recover through Transmission Provider rates only the revenue requirement that is approved, accepted, or otherwise made effective~~

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~~by the Commission. If the Commission rejects the NJ PO's proposed revenue requirement, suspends it, or otherwise orders refunds, or in a proceeding brought by a third party or upon the Commission's own motion orders any change in the revenue requirement, the Transmission Provider's payments to the NJ PO shall be modified accordingly to ensure that the NJ PO does not recover more than its Commission-approved revenue requirement, including modifications that are necessary to recoup from the NJ PO any amounts that the Commission determines should be refunded to the Transmission Provider's Transmission Customers.~~

12A Changes to Rate Structure

In its March 28, 2001 Order in Docket No. RT01-67-000, the Commission approved the following tariff provisions as part of its approval of a ten-year phase-in plan to mitigate cost shifts associated with the creation of the Transmission Provider: (i) the list of Transmission Rate Zones included in Attachment V, (ii) the methodology for crediting TDU facilities included in Section A.2 of Attachment H, (iii) the methodology for phasing out zonal transmission charges (and phasing in single system charges) included in Attachments H and I, and (iv) the methodology for phasing out of existing contracts that constitute rate pancakes included in Attachment T. The Commission's approval of this mitigation plan does not restrict the Transmission Provider in the exercise of its unilateral right to propose changes in rate design under Section 205 of the Federal Power Act, provided, however, that if, during the ten-year phase-in period, the Transmission Provider proposes a change in (i) through (iv) above that

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would materially affect the relative balance of benefits and burdens reflected in the cost shift mitigation plan approved in the March 28, 2001 Order, the Transmission Provider shall, as part of that proposed change in rate design, propose an alternative mechanism, such as revenue distribution, for maintaining the relative balance of benefits and burdens set forth in the mitigation plan.

II. POINT-TO-POINT TRANSMISSION SERVICE

Preamble

The Transmission Provider will provide Firm and Non-Firm Point-To-Point Transmission Service pursuant to the applicable terms and conditions of this Tariff. Point-To-Point Transmission Service is for the receipt of capacity and energy at designated Point(s) of Receipt and the transmission of such capacity and energy to designated Point(s) of Delivery. In addition to obtaining transmission service pursuant to this Part II, the Transmission Customer also must obtain any necessary rights over Flowgates in accordance with Attachment P. The Operating Protocol describes how the Transmission Provider will operate the Transmission System in order to provide Point-to-Point Transmission Service.

13 Nature of Firm Point-To-Point Transmission Service

13.1 Term: The minimum term of Firm Point-To-Point Transmission Service shall be one day and the maximum term shall be specified in the Service Agreement.

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13.2 Reservation Priority for Non-Flowgate Facilities:

Long-Term Firm Point-To-Point Transmission Service over Non-Flowgate Facilities shall be available on a first-come, first-served basis i.e., in the chronological sequence in which each Transmission Customer has reserved service. Non-Flowgate reservations for Short-Term Firm Point-To-Point Transmission Service will be conditional based upon the length of the requested transaction. If the Non-Flowgate Facilities become oversubscribed, requests for longer term service may preempt requests for shorter term service up to the following deadlines: one day before the commencement of daily service, one week before the commencement of weekly service, and one month before the commencement of monthly service. Before the conditional reservation deadline, if available transmission capability on Non-Flowgate Facilities is insufficient to satisfy all Applications, an Eligible Customer with a reservation for shorter term service has the right of first refusal to match any longer term reservation before losing its reservation priority. A longer term competing request for Short-Term Firm Point-To-Point Transmission Service over Non-Flowgate Facilities will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in section 13.8) from being notified by the Transmission Provider of a longer-term

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competing request for Short-Term Firm Point-To-Point Transmission Service.

After the conditional reservation deadline, service will commence pursuant to the terms of Part II of the Tariff. Firm Point-To-Point Transmission Service will always have a reservation priority over Non-Firm Point-To-Point Transmission Service under the Tariff. All Long-Term Firm Point-To-Point Transmission Service will have equal reservation priority with Network Customers. Reservation priorities for existing firm service customers are provided in Section 2.2.

13.3 Reservation Priority for Flowgates: Reservation priority for Flowgates shall be determined pursuant to Attachment P.

13.4 Service Agreements: The Transmission Provider shall offer a standard form Firm Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it submits a Completed Application for Long-Term Firm Point-To-Point Transmission Service. The Transmission Provider shall offer a standard form Firm Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it first submits a Completed Application for Short-Term Firm Point-To-Point Transmission Service pursuant to the Tariff. Executed Service Agreements that contain the information required under the Tariff shall be filed with the Commission in compliance with applicable Commission regulations.

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13.5 Transmission Customer Obligations for Facility Additions or Redispatch

Costs: In cases where the Transmission Provider determines that the Transmission System is not capable of providing Firm Point-To-Point Transmission Service without (1) degrading or impairing the reliability of service to Network Customers and other Transmission Customers taking Firm Point-To-Point Transmission Service, or (2) interfering with the Transmission Provider's ability to meet prior firm contractual commitments to others, the Transmission Provider will be obligated to expand or upgrade its Transmission System pursuant to the terms of Section 15.4. The Transmission Customer must agree to compensate the Transmission Provider for any necessary transmission facility additions pursuant to the terms of Section 27. To the extent the Transmission Provider can relieve any system constraint more economically by arranging for the redispatch of generation resources than through constructing Network Upgrades, it shall do so, provided that the Eligible Customer agrees to compensate the Transmission Provider pursuant to the terms of Section 27. Any redispatch, Network Upgrade or Direct Assignment Facilities costs to be charged to the Transmission Customer on an incremental basis under the Tariff will be specified in the Service Agreement prior to initiating service. Physical Transmission Rights Associated with new facilities shall be allocated in accordance with Attachment P.

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13.6 Curtailment of Firm Transmission Service: In the event that a Curtailment on the Transmission Provider's Transmission System, or a portion thereof, is required to maintain reliable operation of such system, Curtailments will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint. All Curtailments will be made in accordance with Attachment P. When the Transmission Provider determines that an electrical emergency exists on its Transmission System and implements emergency procedures to Curtail Firm Transmission Service, the Transmission Customer shall make the required reductions upon request of the Transmission Provider. However, the Transmission Provider reserves the right to Curtail, in whole or in part, any Firm Transmission Service provided under the Tariff when, in the Transmission Provider's sole discretion, an emergency or other unforeseen condition impairs or degrades the reliability of its Transmission System. The Transmission Provider will notify all affected Transmission Customers in a timely manner of any scheduled Curtailments.

13.7 Classification of Firm Transmission Service:

- (a) The Transmission Customer taking Firm Point-To-Point Transmission Service may (1) change its Receipt and Delivery Points to obtain service on a non-firm basis consistent with the terms of Section 22.1 or (2) request a modification of the Points of Receipt or Delivery on a firm

basis pursuant to the terms of Section 22.2.

- (b) The Transmission Customer may purchase transmission service to make sales of capacity and energy from multiple generating units that are on the Transmission Provider's Transmission System. For such a purchase of transmission service, the resources will be designated as multiple Points of Receipt, unless the multiple generating units are at the same generating plant in which case the units would be treated as a single Point of Receipt.
- (c) The Transmission Provider shall provide firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Receipt. Points of Receipt and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. Each Point of Delivery at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation

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associated with each Point of Delivery. Points of Delivery and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. The greater of either (1) the sum of the capacity reservations at the Point(s) of Receipt, or (2) the sum of the capacity reservations at the Point(s) of Delivery shall be the Transmission Customer's Reserved Capacity. The Transmission Customer will be billed for its Reserved Capacity under the terms of Schedule 7. The Transmission Customer may not exceed its firm capacity reserved at each Point of Receipt and each Point of Delivery except as otherwise specified in Section 22. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that a Transmission Customer exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery.

- 13.8 Scheduling of Firm Point-To-Point Transmission Service:** Schedules for Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider no later than 9:00 a.m. of the day prior to commencement of such service. Schedules may be adjusted in accordance with the Schedule Adjustment Process under Attachment P. Hour-to-hour schedules of any capacity and energy that is to be delivered must be stated in increments of 1,000 kW per hour. Transmission Customers within the Transmission

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Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their service requests at a common point of receipt into units of 1,000 kW per hour for scheduling and billing purposes. Scheduling changes will be permitted in accordance with Attachment P, provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

14 Nature of Non-Firm Point-To-Point Transmission Service

14.1 Term: Non-Firm Point-To-Point Transmission Service will be available for periods ranging from one (1) hour to one (1) month. However, a Purchaser of Non-Firm Point-To-Point Transmission Service will be entitled to reserve a sequential term of service (such as a sequential monthly term without having to wait for the initial term to expire before requesting another monthly term) so

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that the total time period for which the reservation applies is greater than one month, subject to the requirements of Section 18.3.

14.2 Reservation Priority For Non-Flowgate Facilities: Non-Firm Point-To-Point Transmission Service shall be available from transmission capability on Non-Flowgate Facilities in excess of that needed for reliable service to Network Customers, other Transmission Customers taking Long-Term and Short-Term Firm Point-To-Point Transmission Service, and Transmission Customers that obtain transmission rights during the Day-Ahead Scheduling Process pursuant to Attachment P. A higher priority will be assigned to reservations with a longer duration of service. In the event Non-Flowgate Facilities are constrained, competing requests of equal duration will be prioritized based on the highest price offered by the Eligible Customer for the Transmission Service. Eligible Customers that have already reserved shorter term service have the right of first refusal to match any longer term reservation before being preempted. A longer term competing request for Non-Firm Point-To-Point Transmission Service over Non-Flowgate Facilities will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request: (a) immediately for hourly Non-Firm Point-To-Point Transmission Service after notification by the Transmission Provider; and, (b) within 24 hours (or earlier if necessary to comply with the scheduling deadlines

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provided in section 14.6) for Non-Firm Point-To-Point Transmission Service other than hourly transactions after notification by the Transmission Provider. Transmission service for Network Customers over Non-Flowgate Facilities from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have the lowest reservation priority under the Tariff.

14.3 Reservation Priority for Flowgates: Transmission capacity for Flowgates shall be allocated in accordance with Attachment P.

14.4 Service Agreements: The Transmission Provider shall offer a standard form Non-Firm Point-To-Point Transmission Service Agreement (Attachment ?) B) to an Eligible Customer when it first submits a Completed Application for Non-Firm Point-To-Point Transmission Service pursuant to the Tariff. Executed Service Agreements that contain the information required under the Tariff shall be filed with the Commission in compliance with applicable Commission regulations.

14.5 Classification of Non-Firm Point-To-Point Transmission Service: Non-Firm Point-To-Point Transmission Service shall be offered under terms and conditions contained in Part II of the Tariff. The Transmission Provider undertakes no obligation under the Tariff to plan the Transmission System in

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order to have sufficient capacity for Non-Firm Point-To-Point Transmission Service. Parties requesting Non-Firm Point-To-Point Transmission Service for the transmission of firm power do so with the full realization that such service is subject to availability and to Curtailment or Interruption under the terms of the Tariff. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that a Transmission Customer exceeds its non-firm capacity reservation. Non-Firm Point-To-Point Transmission Service shall include transmission of energy on an hourly basis and transmission of scheduled short-term capacity and energy on a daily, weekly or monthly basis, but not to exceed one month's reservation for any one Application, under Schedule 8.

- 14.6 Scheduling of Non-Firm Point-To-Point Transmission Service:** Schedules for Non-Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider no later than 9:00 a.m. of the day prior to commencement of such service. Schedules may be adjusted in accordance with the Schedule Adjustment Process under Attachment P. Hour-to-hour schedules of energy that is to be delivered must be stated in increments of 1,000 kW per hour. Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their schedules at a

common Point of Receipt into units of 1,000 kW per hour. Scheduling changes will be permitted in accordance with Attachment P, provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

- 14.7 Curtailment or Interruption of Service:** The Transmission Provider reserves the right to Curtail, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for reliability reasons when, an emergency or other unforeseen condition threatens to impair or degrade the reliability of its Transmission System. The Transmission Provider reserves the right to Interrupt, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for economic reasons in order to accommodate (1) a request for Firm Transmission Service, (2) a request for Non-Firm Point-To-Point Transmission Service of greater duration, (3) a request for

Non-Firm Point-To-Point Transmission Service of equal duration with a higher price, or (4) transmission service for Network Customers from non-designated resources. The Transmission Provider also will discontinue or reduce service to the Transmission Customer to the extent that deliveries for transmission are discontinued or reduced at the Point(s) of Receipt. Where required, Curtailments or Interruptions will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint, however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Transmission Service. If multiple transactions require Curtailment or Interruption, to the extent practicable and consistent with Good Utility Practice, Curtailments or Interruptions will be made to transactions of the shortest term (e.g., hourly non-firm transactions will be Curtailed or Interrupted before daily non-firm transactions and daily non-firm transactions will be Curtailed or Interrupted before weekly non-firm transactions). Transmission service for Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under the Tariff. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have a lower priority than any Non-Firm Point-To-Point Transmission Service under the Tariff. The Transmission Provider will provide advance notice of Curtailment or

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Interruption where such notice can be provided consistent with Good Utility Practice. Priorities of Non-Firm Point-to-Point Transmission Service relative to Next-Day Buy Through Service are included in Attachment P hereto.

15 Service Availability

15.1 General Conditions: The Transmission Provider will provide Firm and Non-Firm Point-To-Point Transmission Service over, on or across its Transmission System to any Transmission Customer that has acquired the necessary rights to Flowgates as provided in Attachment P and that has met the requirements of Section 16.

15.2 Determination of Available Transmission Capability: The Transmission Provider shall be responsible for determining the available transmission capacity for the Transmission System, consistent with the Operating Protocol. A description of the Transmission Provider's specific methodology for assessing available transmission capability posted on the Transmission Provider's OASIS (Section 4) is contained in Attachment C of the Tariff. In the event sufficient transmission capability may not exist to accommodate a service request, the Transmission Provider will respond by performing a System Impact Study.

15.3 Initiating Service in the Absence of an Executed Service Agreement: If the Transmission Provider and the Transmission Customer requesting Firm or Non-Firm Point-To-Point Transmission Service cannot agree on all the terms

and conditions of the Point-To-Point Service Agreement, the Transmission Provider shall file with the Commission, within thirty (30) days after the date the Transmission Customer provides written notification directing the Transmission Provider to file, an unexecuted Point-To-Point Service Agreement containing terms and conditions deemed appropriate by the Transmission Provider for such requested Transmission Service. The Transmission Provider shall commence providing Transmission Service subject to the Transmission Customer agreeing to (i) compensate the Transmission Provider at whatever rate the Commission ultimately determines to be just and reasonable, and (ii) comply with the terms and conditions of the Tariff including posting appropriate security deposits in accordance with the terms of Section 17.3.

15.4 Obligation to Provide Transmission Service that Requires Expansion or

Modification of the Transmission System: If the Transmission Provider determines that it cannot accommodate a Completed Application for Firm Point-To-Point Transmission Service because of insufficient capability on the Transmission System, the Transmission Provider will use due diligence to expand or modify ~~its~~ the Transmission System in accordance with the Planning Protocol to provide the requested Firm Transmission Service provided the Transmission Customer agrees to compensate the Transmission Provider for such costs pursuant to the terms of Section 27. The Transmission Provider will

conform to Good Utility Practice in determining the need for new facilities and in the design and construction of such facilities. The obligation applies only to those facilities that the Transmission Provider has the right to expand or modify.

15.5 Deferral of Service: The Transmission Provider may defer providing service until it completes construction of new transmission facilities or upgrades needed to provide Firm Point-To-Point Transmission Service whenever the Transmission Provider determines that providing the requested service would, without such new facilities or upgrades, impair or degrade reliability to any existing firm services.

15.6 Other Transmission Service Schedules: Eligible Customers receiving transmission service under other agreements on file with the Commission may continue to receive transmission service under those agreements until such time as those agreements may be modified by the Commission.

15.7 Real Power Losses: Real Power Losses are associated with all transmission service. The Transmission Provider is not obligated to provide Real Power Losses. The Transmission Customer is responsible for replacing losses associated with all transmission service as calculated by the Transmission Provider. The procedure for determining Real Power Losses is set out in Schedule 9.

15.8 **Service over Flowgates:** Whenever a Point-To-Point Transmission Service requires service over a Flowgate, the Transmission Provider shall grant such service if there is adequate transmission capacity on Non-Flowgate facilities, but considering whether there is available capacity on Flowgates. However, in order to schedule service over a Flowgate, the Transmission Provider must obtain the necessary rights to use the Flowgate, as provided in Attachment P. Furthermore, the Transmission Provider will continue to have the obligation to expand transmission capacity of Flowgates to provide requested transmission service as provided in the Planning Protocol -- Attachment N.

16 Transmission Customer Responsibilities

16.1 **Conditions Required of Transmission Customers:** Point-To-Point

Transmission Service shall be provided by the Transmission Provider only if the following conditions are satisfied by the Transmission Customer:

- a. The Transmission Customer has pending a Completed Application for service;
- b. The Transmission Customer will have arrangements in place for any transmission service necessary to effect the delivery from the originating source to the Transmission Provider prior to the time service is requested under Part II of the Tariff commences;

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- c. The Transmission Customer agrees to pay for any facilities constructed and chargeable to such Transmission Customer under Part II of the Tariff, whether or not the Transmission Customer takes service for the full term of its reservation;
- d. The Transmission Customer has executed a Point-To-Point Service Agreement or has agreed to receive service pursuant to Section 15.3; and
- e. The Transmission Customer has obtained all necessary rights to use Flowgates as provided in Attachment P.

16.2 Transmission Customer Responsibility for Third-Party Arrangements:

Any scheduling arrangements that may be required by other electric systems shall be the responsibility of the Transmission Customer requesting service. The Transmission Customer shall provide, unless waived by the Transmission Provider, notification to the Transmission Provider identifying such systems and authorizing them to schedule the capacity and energy to be transmitted by the Transmission Provider pursuant to Part II of the Tariff on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However, the Transmission Provider will undertake reasonable efforts to assist the Transmission Customer in making such arrangements, including without limitation, providing any information or data required by such other

electric system pursuant to Good Utility Practice.

17 Procedures for Arranging Firm Point-To-Point Transmission Service

17.1 Application: A request for Firm Point-To-Point Transmission Service for periods of one year or longer must contain a written Application to:
[Transmission Provider Name and Address], at least sixty (60) days in advance of the calendar month in which service is to commence. The Transmission Provider will consider requests for such firm service on shorter notice when feasible. Requests for firm service for periods of less than one year shall be subject to expedited procedures that shall be negotiated between the Parties within the time constraints provided in Section 17.5. Requests for Short-Term Firm Point-to-Point Transmission Service shall be subject to expedited procedures that shall be negotiated between the Parties within the time constraints provided in Section 17.5. All Firm Point-To-Point Transmission Service requests should be submitted by entering the information listed below on the Transmission Provider's OASIS.

17.2 Completed Application: A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, e-mail address (if any), telephone number and facsimile number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon

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- commencement of service, an Eligible Customer under the Tariff;
- (iii) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;
 - (iv) The location of the generating facility(ies) supplying the capacity and energy and the location of the load ultimately served by the capacity and energy transmitted. The Transmission Provider will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations;
 - (v) A description of the supply characteristics of the capacity and energy to be delivered;
 - (vi) An estimate of the capacity and energy expected to be delivered to the Receiving Party;
 - (vii) The Service Commencement Date and the term of the requested Transmission Service; and
 - (viii) The transmission capacity requested for each Point of Receipt and each Point of Delivery on the Transmission Provider's Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement.

The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

17.3 Deposit: A Completed Application for Firm Point-To-Point Transmission

Service also shall include a deposit of either one month's charge for Reserved Capacity or the full charge for Reserved Capacity for service requests of less than one month. If the Application is rejected by the Transmission Provider

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because it does not meet the conditions for service as set forth herein, or in the case of requests for service arising in connection with losing bidders in a Request For Proposals (RFP), said deposit shall be returned with interest less any reasonable costs incurred by the Transmission Provider in connection with the review of the losing bidder's Application. The deposit also will be returned with interest less any reasonable costs incurred by the Transmission Provider if the Transmission Provider is unable to complete new facilities needed to provide the service. If an Application is withdrawn or the Eligible Customer decides not to enter into a Service Agreement for Firm Point-To-Point Transmission Service, the deposit shall be refunded in full, with interest, less reasonable costs incurred by the Transmission Provider to the extent such costs have not already been recovered by the Transmission Provider from the Eligible Customer. The Transmission Provider will provide to the Eligible Customer a complete accounting of all costs deducted from the refunded deposit, which the Eligible Customer may contest if there is a dispute concerning the deducted costs. Deposits associated with construction of new facilities are subject to the provisions of Section 19. If a Service Agreement for Firm Point-To-Point Transmission Service is executed, the deposit, with interest, will be returned to the Transmission Customer upon expiration or termination of the Service Agreement for Firm Point-To-Point Transmission Service. Applicable interest

shall be computed in accordance with the Commission's regulations at 18 CFR § 35.19a(a)(2)(iii), and shall be calculated from the day the deposit check is credited to the Transmission Provider's account.

17.4 Notice of Deficient Application: If an Application fails to meet the requirements of the Tariff, the Transmission Provider shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. The Transmission Provider will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application, along with any deposit, with interest. Upon receipt of a new or revised Application that fully complies with the requirements of Part II of the Tariff, the Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Application.

17.5 Response to a Completed Application: Following receipt of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider shall make a determination of available transmission capability as required in Section 15.2. The Transmission Provider shall notify the Eligible Customer as soon as practicable, but not later than thirty (30) days after the date of receipt of a Completed Application either (i) if it will be able to provide service without performing a System Impact Study or (ii) if such a study is

needed to evaluate the impact of the Application pursuant to Section 19.1.

Responses by the Transmission Provider must be made as soon as practicable to all completed applications and the timing of such responses must be made on a non-discriminatory basis.

17.6 Execution of Service Agreement: Whenever the Transmission Provider determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30) days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Section 19 will govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement or request the filing of an unexecuted service agreement pursuant to Section 15.3, within fifteen (15) days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded with interest. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

17.7 Extensions for Commencement of Service: The Transmission Customer can obtain up to five (5) one-year extensions for the commencement of service. The Transmission Customer may postpone service by paying a non-refundable annual reservation fee equal to one-month's charge for Firm Transmission

Service for each year or fraction thereof. If during any extension for the commencement of service an Eligible Customer submits a Completed Application for Firm Transmission Service, and such request can be satisfied only by releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity will be released unless the following condition is satisfied. Within thirty (30) days, the original Transmission Customer agrees to pay the Firm Point-To-Point transmission rate for its Reserved Capacity concurrent with the new Service Commencement Date. In the event the Transmission Customer elects to release the Reserved Capacity, the reservation fees or portions thereof previously paid will be forfeited.

18 Procedures for Arranging Non-Firm Point-To-Point Transmission Service

18.1 Application: Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to the Transmission Provider. Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS.

18.2 Completed Application: A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, e-mail address (if any), telephone number and facsimile number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon

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commencement of service, an Eligible Customer under the Tariff;

- (iii) The Point(s) of Receipt and the Point(s) of Delivery;
- (iv) The maximum amount of capacity requested at each Point of Receipt and Point of Delivery; and
- (v) The proposed dates and hours for initiating and terminating transmission service hereunder.

In addition to the information specified above, when required to properly evaluate system conditions, the Transmission Provider also may ask the Transmission Customer to provide the following:

- (vi) The electrical location of the initial source of the power to be transmitted pursuant to the Transmission Customer's request for service; and
- (vii) The electrical location of the ultimate load.

The Transmission Provider will treat this information in (vi) and (vii) as confidential at the request of the Transmission Customer except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice, or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

- 18.3 Reservation of Non-Firm Point-To-Point Transmission Service:** Requests for monthly service shall be submitted no earlier than sixty (60) days before

service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence, requests for daily service shall be submitted no earlier than three (3) days before service is to commence, and requests for hourly service shall be submitted no earlier than three (3) days before service is to commence. Requests for service received later than 2:00 p.m. two (2) days prior to the day service is to commence will be accommodated if practicable.

- 18.4 Determination of Available Transmission Capability:** Following receipt of a tendered schedule the Transmission Provider will make a determination on a non-discriminatory basis of available transmission capability pursuant to Section 15.2. The Transmission Provider shall notify Transmission Customers by 11:00 a.m. of the day prior to the day service is scheduled to commence whether their schedules for non-firm transmission service submitted in the Day-Ahead Scheduling Process will be accepted. The Transmission Provider shall notify Transmission Customers whether schedules submitted during the Schedule Adjustment Process will be accepted as soon as reasonably practicable after receipt.

19 Additional Study Procedures For Firm Point-To-Point Transmission Service

Requests

19.1 Notice of Need for System Impact Study For Non-Flowgate Facilities: After receiving a request for service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed to provide service on Non-Flowgate Facilities. A description of the Transmission Provider's methodology for completing a System Impact Study is provided in Attachment 2 D. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service over Non-Flowgate Facilities, it shall so inform the Eligible Customer, as soon as practicable. In such cases, the Transmission Provider shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest.

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19.1A Notice of Need for System Impact Study For Flowgates: To the extent that a request for service involves the use of a Flowgate, the Transmission Provider shall so inform the Transmission Customer as soon as practicable and request whether the Transmission Customer wants the Transmission Provider to perform a System Impact Study to determine whether it is necessary to increase the capacity of the Flowgate to eliminate the constraint or to provide sufficient unallocated PTRs to satisfy the Transmission Customer's request. In such cases, the Transmission Provider shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. In order to obligate the Transmission Provider to expand the capacity of the Flowgate, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, then the Transmission Provider shall have no obligation to expand the capacity of the Flowgate.

19.2 System Impact Study Agreement and Cost Reimbursement:

- (i) The System Impact Study Agreement will clearly specify the Transmission Provider's estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed

the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

- (ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the requests for service, the costs of that study shall be pro-rated among the Eligible Customers.

19.3 System Impact Study Procedures: Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a sixty (60) day period, pursuant to the procedures in the Planning Protocol attached as Attachment N. The System Impact Study shall identify any system constraints and redispatch options, additional Direct Assignment Facilities or Network Upgrades required to provide the requested service over Non-Flowgate Facilities or to increase the

capacity of a Flowgate. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In order for a request to remain a Completed Application, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement pursuant to Section 15.3, or the Application shall be deemed terminated and withdrawn.

19.4 Facilities Study Procedures: If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request over Non-Flowgate Facilities or to increase the capacity of a Flowgate, the Transmission Provider, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a

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Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required Facilities Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement with respect to Non-Flowgate Facilities, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest. If the Eligible Customer elects not to execute the Facilities Study Agreement with respect to a Flowgate, the Transmission Provider shall be under no obligation to expand the capacity of that Flowgate. Upon receipt of an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a sixty (60) day period pursuant to the procedures in the Planning Protocol attached as Attachment N. If the Transmission Provider is unable to complete the Facilities Study in the allotted time period, the Transmission Provider shall notify the Transmission Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Transmission Customer, (ii) the

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Transmission Customer's appropriate share of the cost of any required Network Upgrades as determined pursuant to the provisions of Part II of the Tariff, and (iii) the time required to complete such construction and initiate the requested service. The Transmission Customer shall provide the Transmission Provider with a letter of credit or other reasonable form of security acceptable to the Transmission Provider equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. The Transmission Customer shall have thirty (30) days to execute a Service Agreement or request the filing of an unexecuted Service Agreement and provide the required letter of credit or other form of security or the request will no longer be a Completed Application and shall be deemed terminated and withdrawn.

- 19.5 Facilities Study Modifications:** Any change in design arising from inability to site or construct facilities as proposed will require development of a revised good faith estimate. New good faith estimates also will be required in the event of new statutory or regulatory requirements that are effective before the completion of construction or other circumstances beyond the control of the Transmission Provider that significantly affect the final cost of new facilities or upgrades to be charged to the Transmission Customer pursuant to the provisions of Part II of the Tariff.

19.6 Due Diligence in Completing New Facilities: The Transmission Provider shall use due diligence to add necessary facilities or upgrade its Transmission System within a reasonable time. The Transmission Provider will not upgrade its existing or planned Transmission System in order to provide the requested Firm Point-To-Point Transmission Service if doing so would impair system reliability or otherwise impair or degrade existing firm service. The procedures for the construction of new facilities and upgrades are included in the Planning Protocol attached as Attachment N.

19.7 Partial Interim Service: If the Transmission Provider determines that it will not have adequate transmission capability over Non-Flowgate Facilities to satisfy the full amount of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider nonetheless shall be obligated to offer and provide the portion of the requested Firm Point-To-Point Transmission Service that can be accommodated over Non-Flowgate Facilities without addition of any facilities and through redispatch. However, the Transmission Provider shall not be obligated to provide the incremental amount of requested Firm Point-To-Point Transmission Service that requires the addition of facilities or upgrades to the Transmission System until such facilities or upgrades have been placed in service.

19.8 Expedited Procedures for New Facilities: In lieu of the procedures set forth above, the Eligible Customer shall have the option to expedite the process by requesting the Transmission Provider to tender at one time, together with the results of required studies, an "Expedited Service Agreement" pursuant to which the Eligible Customer would agree to compensate the Transmission Provider for all costs incurred pursuant to the terms of the Tariff. In order to exercise this option, the Eligible Customer shall request in writing an expedited Service Agreement covering all of the above-specified items within thirty (30) days of receiving the results of the System Impact Study identifying needed facility additions or upgrades or costs incurred in providing the requested service. While the Transmission Provider agrees to provide the Eligible Customer with its best estimate of the new facility costs and other charges that may be incurred, such estimate shall not be binding and the Eligible Customer must agree in writing to compensate the Transmission Provider for all costs incurred pursuant to the provisions of the Tariff. The Eligible Customer shall execute and return such an Expedited Service Agreement within fifteen (15) days of its receipt or the Eligible Customer's request for service will cease to be a Completed Application and will be deemed terminated and withdrawn.

20 Procedures if The Transmission Provider is Unable to Complete New Transmission Facilities for Firm Point-To-Point Transmission Service

20.1 Delays in Construction of New Facilities: If any event occurs that will materially affect the time for completion of new facilities, or the ability to complete them, the Transmission Provider shall promptly notify the Transmission Customer. In such circumstances, the Transmission Provider shall within thirty (30) days of notifying the Transmission Customer of such delays, convene a technical meeting with the Transmission Customer to evaluate the alternatives available to the Transmission Customer. The Transmission Provider also shall make available to the Transmission Customer studies and work papers related to the delay, including all information that is in the possession of the Transmission Provider that is reasonably needed by the Transmission Customer to evaluate any alternatives.

20.2 Alternatives to the Original Facility Additions: When the review process of Section 20.1 determines that one or more alternatives exist to the originally planned construction project, the Transmission Provider shall present such alternatives for consideration by the Transmission Customer. If, upon review of any alternatives, the Transmission Customer desires to maintain its Completed Application subject to construction of the alternative facilities, it may request the Transmission Provider to submit a revised Service Agreement for Firm

Point-To-Point Transmission Service. If the alternative approach solely involves Non-Firm Point-To-Point Transmission Service, the Transmission Provider shall promptly tender a Service Agreement for Non-Firm Point-To-Point Transmission Service providing for the service. In the event the Transmission Provider concludes that no reasonable alternative exists and the Transmission Customer disagrees, the Transmission Customer may seek relief under the dispute resolution procedures pursuant to Section 12 or it may refer the dispute to the Commission for resolution.

20.3 Refund Obligation for Unfinished Facility Additions: If the Transmission Provider and the Transmission Customer mutually agree that no other reasonable alternatives exist and the requested service over Non-Flowgate Facilities cannot be provided out of existing capability under the conditions of Part II of the Tariff, the obligation to provide the requested Firm Point-To-Point Transmission Service shall terminate and any deposit made by the Transmission Customer shall be returned with interest pursuant to Commission regulations 35.19a(a)(2)(iii). However, the Transmission Customer shall be responsible for all prudently incurred costs by the Transmission Provider through the time construction was suspended.

21 Provisions Relating to Transmission Construction and Services on the Systems of Other Utilities

21.1 Responsibility for Third-Party System Additions: The Transmission

Provider shall not be responsible for making arrangements for any necessary engineering, permitting, and construction of transmission or distribution facilities on the system(s) of any other entity or for obtaining any regulatory approval for such facilities. The Transmission Provider will undertake reasonable efforts to assist the Transmission Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

21.2 Coordination of Third-Party System Additions: In circumstances where the need for transmission facilities or upgrades is identified pursuant to the provisions of Part II of the Tariff, and if such upgrades further require the addition of transmission facilities on other systems, the Transmission Provider shall have the right to coordinate construction on its own system with the construction required by others. The Transmission Provider, after consultation with the Transmission Customer and representatives of such other systems, may defer construction of its new transmission facilities, if the new transmission facilities on another system cannot be completed in a timely manner. The Transmission Provider shall notify the Transmission Customer in writing of the

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basis for any decision to defer construction and the specific problems which must be resolved before it will initiate or resume construction of new facilities. Within sixty (60) days of receiving written notification by the Transmission Provider of its intent to defer construction pursuant to this section, the Transmission Customer may challenge the decision in accordance with the dispute resolution procedures pursuant to Section 12 or it may refer the dispute to the Commission for resolution.

22 Changes in Service Specifications

22.1 Modifications On a Non-Firm Basis: The Transmission Customer taking Firm Point-To-Point Transmission Service may request the Transmission Provider to provide transmission service on a non-firm basis over Receipt and Delivery Points other than those specified in the Service Agreement ("Secondary Receipt and Delivery Points"), in amounts not to exceed its firm capacity reservation, without incurring an additional Non-Firm Point-To-Point Transmission Service charge or executing a new Service Agreement, subject to the following conditions.

- (a) Service provided over Secondary Receipt and Delivery Points will be non-firm only, on an as-available basis and will not displace any firm or non-firm service reserved or scheduled by third-parties under the Tariff.
- (b) The sum of all Firm and non-firm Point-To-Point Transmission Service

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provided to the Transmission Customer at any time pursuant to this section shall not exceed the Reserved Capacity in the relevant Service Agreement under which such services are provided.

- (c) The Transmission Customer shall retain its right to schedule Firm Point-To-Point Transmission Service at the Receipt and Delivery Points specified in the relevant Service Agreement in the amount of its original capacity reservation.
- (d) Service over Secondary Receipt and Delivery Points on a non-firm basis shall not require the filing of an Application for Non-Firm Point-To-Point Transmission Service under the Tariff. However, all other requirements of Part II of the Tariff (except as to transmission rates) and of Attachment P with respect to Flowgates shall apply to transmission service on a non-firm basis over Secondary Receipt and Delivery Points.

22.2 Modification On a Firm Basis: Any request by a Transmission Customer to modify Receipt and Delivery Points on a firm basis shall be treated as a new request for service in accordance with Section 17 hereof, except that such Transmission Customer shall not be obligated to pay any additional deposit if the capacity reservation does not exceed the amount reserved in the existing Service Agreement. While such new request is pending, the Transmission

Customer shall retain its priority for service at the existing firm Receipt and Delivery Points specified in its Service Agreement.

23 Sale or Assignment of Transmission Service

23.1 Procedures for Assignment or Transfer of Service: Subject to Commission approval of any necessary filings, a Transmission Customer may sell, assign, or transfer all or a portion of its rights under its Service Agreement, but only to another Eligible Customer (the Assignee). The Transmission Customer that sells, assigns or transfers its rights under its Service Agreement is hereafter referred to as the Reseller. Compensation to the Reseller shall not exceed the higher of (i) the original rate paid by the Reseller, (ii) the Transmission Provider's maximum rate on file at the time of the assignment, or (iii) the Reseller's opportunity cost capped at the Transmission Provider's cost of expansion. If the Assignee does not request any change in the Point(s) of Receipt or the Point(s) of Delivery, or a change in any other term or condition set forth in the original Service Agreement, the Assignee will receive the same services as did the Reseller and the priority of service for the Assignee will be the same as that of the Reseller. A Reseller should notify the Transmission Provider as soon as possible after any assignment or transfer of service occurs but in any event, notification must be provided prior to any provision of service to the Assignee. The Assignee will be subject to all terms and conditions of this

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Tariff, including the obligation to obtain rights to Flowgates as provided in Attachment P. If the Assignee requests a change in service, the reservation priority of service for the use of Non-Flowgate Facilities will be determined by the Transmission Provider pursuant to Section 13.2.

23.2 Limitations on Assignment or Transfer of Service: If the Assignee requests a change in the Point(s) of Receipt or Point(s) of Delivery, or a change in any other specifications set forth in the original Service Agreement, the Transmission Provider will consent to such change subject to the provisions of the Tariff, provided that the change will not impair the operation and reliability of the Transmission System. The Assignee shall compensate the Transmission Provider for performing any System Impact Study needed to evaluate the capability of the Transmission System to accommodate the proposed change and any additional costs resulting from such change. The Reseller shall remain liable for the performance of all obligations under the Service Agreement, except as specifically agreed to by the Parties through an amendment to the Service Agreement.

23.3 Information on Assignment or Transfer of Service: In accordance with Section 4, Resellers may use the Transmission Provider's OASIS to post transmission capacity available for resale.

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24 Metering and Power Factor Correction at Receipt and Delivery Points(s)

24.1 Transmission Customer Obligations: Unless otherwise agreed, the Transmission Customer shall be responsible for the cost of installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under Part II of the Tariff and to communicate the information to the Transmission Provider. Such equipment shall remain the property of the Transmission Customer.

24.2 Transmission Provider Access to Metering Data: The Transmission Provider shall have access to metering data, which may reasonably be required to facilitate measurements and billing under the Service Agreement.

24.3 Power Factor: Unless otherwise agreed, the Transmission Customer is required to maintain a power factor in accordance with Good Utility Practices. The power factor requirements are specified in the Service Agreement where applicable.

25 Compensation for Transmission Service

Rates for Firm and Non-Firm Point-To-Point Transmission Service are provided in the Schedules appended to the Tariff: Firm Point-To-Point Transmission Service (Schedule 7) and Non-Firm Point-To-Point Transmission Service (Schedule 8).

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26 Stranded Cost Recovery

Upon the request of a ~~Divesting Owner or~~ PO, the Transmission Provider shall seek to recover stranded costs on behalf of such ~~Divesting Owners or~~ PO from the applicable Transmission Customer pursuant to this Tariff in accordance with the terms, conditions and procedures set forth in FERC Order No. 888. However, the ~~Divesting Owner or~~ PO seeking stranded cost recovery first must have separately filed for and received authorization to collect any specific proposed stranded cost charge under Section 205 of the Federal Power Act.

Alternatively, the PO may request the Transmission Provider to include stranded cost charges in a Service Agreement for filing with the Commission. In such event, the Transmission Provider shall include such charges in a Service Agreement and file such Service Agreement with the Commission, provided that the Transmission Provider shall not be responsible for supporting said stranded cost charge.

27 Compensation for New Facilities and Redispatch Costs

Whenever a System Impact Study performed by the Transmission Provider in connection with the provision of Firm Point-To-Point Transmission Service identifies the need for new facilities, the Transmission Customer shall be responsible for such costs to the extent consistent with Commission policy. Whenever a System Impact Study performed by the Transmission Provider identifies capacity constraints that may be relieved more economically by redispatching ~~the Transmission Provider's~~ resources than by building new facilities or upgrading existing facilities to eliminate such constraints, the Transmission Customer shall be responsible for the

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redispatch costs to the extent consistent with Commission policy.

III. NETWORK INTEGRATION TRANSMISSION SERVICE

Preamble

The Transmission Provider will provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained in the Tariff and Service Agreement. Network Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its current and planned Network Resources to serve its Network Load. Network Integration Transmission Service also may be used by the Network Customer to deliver economy energy purchases to its Network Load from non-designated resources on an as-available basis without additional charge. Transmission service for sales to non-designated loads will be provided pursuant to the applicable terms and conditions of Part II of the Tariff. If Network Integration Transmission Service utilizes a Flowgate, the Transmission Customer must obtain rights to utilize that Flowgate in accordance with Attachment P. The Operating Protocol describes how the Transmission Provider will operate the Transmission System in order to provide Network Integration Transmission Service.

28 Nature of Network Integration Transmission Service

28.1 Scope of Service: Network Integration Transmission Service is a transmission service that allows Network Customers to efficiently and economically utilize their Network Resources (as well as other non-designated generation resources) to serve their Network Load located within the Transmission System and any

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additional load that may be designated pursuant to Section 31.3 of the Tariff.

The Network Customer taking Network Integration Transmission Service must obtain or provide Ancillary Services pursuant to Section 3 and any necessary rights to Flowgates as provided in Attachment P.

28.2 Transmission Provider Responsibilities: The Transmission Provider will plan, construct, operate and maintain its Transmission System in accordance with Good Utility Practice in order to provide the Network Customer with Network Integration Transmission Service over the Transmission Provider's Transmission System. The Transmission Provider shall include the Network Customer's Network Load in its Transmission System planning and shall, consistent with Good Utility Practice, endeavor to construct and place into service sufficient transmission capacity to deliver the Network Customer's Network Resources to serve its Network Load. The planning process that the Transmission Provider will use to ensure that these planning, construction, and service responsibilities are met is described in more detail in the Planning Protocol attached as Attachment ~~M~~ N.

28.3 Network Integration Transmission Service: The Transmission Provider will provide firm transmission service over its Transmission System to the Network Customer for the delivery of capacity and energy from its designated Network Resources to service its Network Loads.

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- 28.4 Secondary Service:** The Network Customer may use the Transmission Provider's Transmission System to deliver energy to its Network Loads from resources that have not been designated as Network Resources. Such energy shall be transmitted, on an as-available basis, at no additional charge. Deliveries from resources other than Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under Part II of the Tariff. Priorities of deliveries from resources that have not been designated as Network Resources relative to Next-Day Buy Through Service are included in Attachment P hereto.
- 28.5 Real Power Losses:** Real Power Losses are associated with all transmission service. The Transmission Provider is not obligated to provide Real Power Losses. The Network Customer is responsible for replacing losses associated with all transmission service as calculated by the Transmission Provider. The applicable Real Power Loss factors shall be determined as provided on Schedule 9.
- 28.6 Restrictions on Use of Service:** The Network Customer shall not use Network Integration Transmission Service for (i) sales of capacity and energy to non-designated loads, or (ii) direct or indirect provision of transmission service by the Network Customer to third parties. All Network Customers taking Network Integration Transmission Service shall use Point-To-Point

Transmission Service under Part II of the Tariff for any Third-Party Sale which requires use of the Transmission Provider's Transmission System.

29 Initiating Service

29.1 Condition Precedent for Receiving Service: Subject to the terms and conditions of Part III of the Tariff, the Transmission Provider will provide Network Integration Transmission Service to any Eligible Customer, provided that (i) the Eligible Customer completes an Application for service as provided under Part III of the Tariff, (ii) the Eligible Customer and the Transmission Provider complete the technical arrangements set forth in Sections 29.3 and 29.4, (iii) the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Part III of the Tariff or requests in writing that the Transmission Provider file a proposed unexecuted Service Agreement with the Commission, (iv) the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Attachment G; and (v) the Eligible Customer obtains all necessary rights to use Flowgates as provided in Attachment P.

29.2 Application Procedures: An Eligible Customer requesting service under Part III of the Tariff must submit an Application, with a deposit approximating the charge for one month of service, to the Transmission Provider as far as possible in advance of the month in which service is to commence. Unless subject to the

procedures in Section 2, Completed Applications for Network Integration

Transmission Service over Non-Flowgate Facilities will be assigned a priority according to the date and time the Application is received, with the earliest Application receiving the highest priority. Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, e-mail address if any, telephone number and facsimile number of the party requesting service;
- (ii) A statement that the party requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) A description of the Network Load at each delivery point. This description should separately identify and provide the Eligible Customer's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each Transmission Provider substation at the same transmission voltage level. The description should include a ten (10) year forecast of summer and winter load and resource requirements beginning with the first year after the service is scheduled to commence;
- (iv) The amount and location of any interruptible loads included in the Network Load. This shall include the summer and winter capacity requirements for each interruptible load (had such load not been interruptible), that portion of the load subject to interruption, the conditions under which an interruption can be implemented and any limitations on the amount and frequency of interruptions. An Eligible Customer should identify the amount of interruptible customer load (if any) included in the 10 year load forecast provided in response to (iii) above;
- (v) A description of Network Resources (current and 10-year projection),

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which shall include, for each Network Resource:

- Unit size and amount of capacity from that unit to be designated as Network Resource
- VAR capability (both leading and lagging) of all generators
- Operating restrictions
 - Any periods of restricted operations throughout the year
 - Maintenance schedules
 - Minimum loading level of unit
 - Normal operating level of unit
 - Any must-run unit designations required for system reliability or contract reasons
- Approximate variable generating cost (\$/MWH) for redispatch computations
- Arrangements governing sale and delivery of power to third parties from generating facilities located in the Transmission Provider Control Area, where only a portion of unit output is designated as a Network Resource
- Description of purchased power designated as a Network Resource including source of supply, Control Area location, transmission arrangements and delivery point(s) to the Transmission Provider's Transmission System;

(vi) Description of Eligible Customer's transmission system:

- Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices and load type, including normal and emergency ratings of all transmission equipment in a load flow format compatible with that used by the Transmission Provider
- Operating restrictions needed for reliability
- Operating guides employed by system operators
- Contractual restrictions or committed uses of the Eligible Customer's transmission system, other than the Eligible Customer's Network Loads and Resources
- Location of Network Resources described in subsection (v) above
- 10 year projection of system expansions or upgrades
- Transmission System maps that include any proposed expansions or upgrades
- Thermal ratings of Eligible Customer's Control Area ties with other Control Areas; and

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- (vii) Service Commencement Date and the term of the requested Network Integration Transmission Service. The minimum term for Network Integration Transmission Service is one year.

Unless the Parties agree to a different time frame, the Transmission Provider must acknowledge the request within ten (10) days of receipt. The acknowledgment must include a date by which a response, including a Service Agreement, will be sent to the Eligible Customer. If an Application fails to meet the requirements of this section, the Transmission Provider shall notify the Eligible Customer requesting service within fifteen (15) days of receipt and specify the reasons for such failure. Wherever possible, the Transmission Provider will attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application without prejudice to the Eligible Customer filing a new or revised Application that fully complies with the requirements of this section. The Eligible Customer will be assigned a new priority consistent with the date of the new or revised Application. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

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29.3 Technical Arrangements to be Completed Prior to Commencement of

Service: Network Integration Transmission Service shall not commence until the Transmission Provider and the Network Customer, or a third party, have completed installation of all equipment specified under the Network Operating Agreement consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System. The Transmission Provider shall exercise reasonable efforts, in coordination with the Network Customer, to complete such arrangements as soon as practicable taking into consideration the Service Commencement Date.

29.4 Network Customer Facilities: The provision of Network Integration Transmission Service shall be conditioned upon the Network Customer's constructing, maintaining and operating the facilities on its side of each delivery point or interconnection necessary to reliably deliver capacity and energy from the Transmission Provider's Transmission System to the Network Customer. The Network Customer shall be solely responsible for constructing or installing all facilities on the Network Customer's side of each such delivery point or interconnection.

29.5 Filing of Service Agreement: The Transmission Provider will file Service Agreements with the Commission in compliance with applicable Commission

regulations.

30 Network Resources

30.1 Designation of Network Resources: Network Resources shall include all generation owned, purchased or leased by the Network Customer designated to serve Network Load under the Tariff. Network Resources may not include resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis. Any owned or purchased resources that were serving the Network Customer's loads under firm agreements entered into on or before the Service Commencement Date shall initially be designated as Network Resources until the Network Customer terminates the designation of such resources.

30.2 Designation of New Network Resources: The Network Customer may designate a new Network Resource by providing the Transmission Provider with as much advance notice as practicable. A designation of a new Network Resource must be made by a request for modification of service pursuant to an Application under Section 29. A Network Customer must obtain all rights to use any Flowgates necessary to transmit energy from the new Network Resource, as provided in Attachment P.

- 30.3 Termination of Network Resources:** The Network Customer may terminate the designation of all or part of a generating resource as a Network Resource at any time but should provide notification to the Transmission Provider as soon as reasonably practicable.
- 30.4 Operation of Network Resources:** The Network Customer shall not operate its designated Network Resources located in the Network Customer's or Transmission Provider's Control Area such that the output of those facilities exceeds its designated Network Load, plus non-firm sales delivered pursuant to Part II of the Tariff, plus losses. This limitation shall not apply to changes in the operation of a Transmission Customer's Network Resources at the request of the Transmission Provider to respond to an emergency or other unforeseen condition which may impair or degrade the reliability of the Transmission System.
- 30.5 Network Customer Redispatch Obligation:** As a condition to receiving Network Integration Transmission Service, the Network Customer agrees to redispatch its Network Resources as requested by the Transmission Provider pursuant to Section 33.2. To the extent practical, the redispatch of resources pursuant to this section shall be on a least cost, non-discriminatory basis between all Network Customers.

30.6 Transmission Arrangements for Network Resources Not Physically

Interconnected With The Transmission Provider: The Network Customer shall be responsible for any arrangements necessary to deliver capacity and energy from a Network Resource not physically interconnected with the Transmission Provider's Transmission System. The Transmission Provider will undertake reasonable efforts to assist the Network Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other entity pursuant to Good Utility Practice.

30.7 Limitation on Designation of Network Resources: The Network Customer must demonstrate that it owns or has committed to purchase generation pursuant to an executed contract in order to designate a generating resource as a Network Resource. Alternatively, the Network Customer may establish that execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff.

30.8 Use of Interface Capacity by the Network Customer: There is no limitation upon a Network Customer's use of the Transmission Provider's Transmission System at any particular interface to integrate the Network Customer's Network Resources (or substitute economy purchases) with its Network Loads. However, a Network Customer's use of the Transmission Provider's total interface capacity with other transmission systems may not exceed the Network

Customer's Load.

30.9 Network Customer Owned Transmission Facilities: A Network Customer that wishes to receive consideration for its Existing Facilities must satisfy the requirements of Section A.2 of Attachment H hereto.

31 Designation of Network Load

31.1 Network Load: The Network Customer must designate the individual Network Loads on whose behalf the Transmission Provider will provide Network Integration Transmission Service. The Network Loads shall be specified in the Service Agreement.

31.2 New Network Loads Connected With the Transmission Provider: The Network Customer shall provide the Transmission Provider with as much advance notice as reasonably practicable of the designation of new Network Load that will be added to its Transmission System. A designation of new Network Load must be made through a modification of service pursuant to a new Application. The Transmission Provider will use due diligence to install any transmission facilities required to interconnect a new Network Load designated by the Network Customer, except as provided in Section 32.1A. The costs of new facilities required to interconnect a new Network Load shall be determined in accordance with the procedures provided in Section 32.4 and shall be charged to the Network Customer in accordance with Commission

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policies.

31.3 Network Load Not Physically Interconnected with the Transmission

Provider: This section applies to both initial designation pursuant to Section 31.1 and the subsequent addition of new Network Load not physically interconnected with the Transmission Provider. To the extent that the Network Customer desires to obtain transmission service for a load outside the Transmission Provider's Transmission System, the Network Customer shall have the option of (1) electing to include the entire load as Network Load for all purposes under Part III of the Tariff and designating Network Resources in connection with such additional Network Load, or (2) excluding that entire load from its Network Load and purchasing Point-To-Point Transmission Service under Part II of the Tariff. To the extent that the Network Customer gives notice of its intent to add a new Network Load as part of its Network Load pursuant to this section the request must be made through a modification of service pursuant to a new Application.

31.4 New Interconnection Points: To the extent the Network Customer desires to add a new Delivery Point or interconnection point between the Transmission Provider's Transmission System and a Network Load, the Network Customer shall provide the Transmission Provider with as much advance notice as reasonably practicable. The Planning Protocol attached as Attachment N addresses the planning process for the construction of such new Delivery Points

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and interconnection points.

31.5 Changes in Service Requests: Under no circumstances shall the Network Customer's decision to cancel or delay a requested change in Network Integration Transmission Service (e.g. the addition of a new Network Resource or designation of a new Network Load) in any way relieve the Network Customer of its obligation to pay the costs of transmission facilities constructed by the Transmission Provider and charged to the Network Customer as reflected in the Service Agreement. However, the Transmission Provider must treat any requested change in Network Integration Transmission Service in a non-discriminatory manner.

31.6 Annual Load and Resource Information Updates: The Network Customer shall provide the Transmission Provider with annual updates of Network Load and Network Resource forecasts consistent with those included in its Application for Network Integration Transmission Service under Part III of the Tariff, as required under the Planning Protocol attached as Attachment N. The Network Customer also shall provide the Transmission Provider with timely written notice of material changes in any other information provided in its Application relating to the Network Customer's Network Load, Network Resources, its transmission system or other aspects of its facilities or operations affecting the Transmission Provider's ability to provide reliable service.

32 Additional Study Procedures For Network Integration Transmission Service

Requests

32.1 Notice of Need for System Impact Study For Non-Flowgate Facilities: After receiving a request for service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed to provide service over Non-Flowgate Facilities. A description of the Transmission Provider's methodology for completing a System Impact Study is provided in Attachment ?. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service over Non-Flowgate Facilities, it shall so inform the Eligible Customer, as soon as practicable. In such cases, the Transmission Provider shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest.

32.1A Notice of Need for System Impact Study For Flowgates: To the extent that a request for service involves the use of a Flowgate, the Transmission Provider

shall so inform the Transmission Customer as soon as practicable and request whether the Transmission Customer wants the Transmission Provider to perform a System Impact Study to determine whether it is necessary to increase the capacity of the Flowgate to eliminate the constraint or to provide sufficient unallocated PTRs to satisfy the Transmission Customer's request. In such cases, the Transmission Provider shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. In order to obligate the Transmission Provider to expand the capacity of the Flowgate, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, then the Transmission Provider shall have no obligation to expand the capacity of the Flowgate.

- 32.2 System Impact Study Agreement and Cost Reimbursement:** (i) The System Impact Study Agreement will clearly specify the Transmission Provider's estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies;

however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

(ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the service requests, the costs of that study shall be pro-rated among the Eligible Customers.

32.3 System Impact Study Procedures: Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a sixty (60) day period pursuant to the procedures in the Planning Protocol attached as Attachment N. The System Impact Study shall identify any system constraints and redispatch options, additional Direct Assignment Facilities or Network Upgrades required to provide the requested service over Non-Flowgate Facilities or to increase the capacity of a Flowgate. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer. The

Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service over Non-Flowgate Facilities or that no costs are likely to be incurred for new transmission facilities or upgrades to Non-Flowgate Facilities or to Flowgates. In order for a request to remain a Completed Application with respect to Non-Flowgate Facilities, within fifteen (15) days of completion of the System Impact Study the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement, or the Application shall be deemed terminated and withdrawn.

32.4 Facilities Study Procedures: If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request over Non-Flowgate Facilities or to increase the capacity of a Flowgate, the Transmission Provider, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required Facilities Study. For a service request to remain a Completed Application with respect to Non-Flowgate Facilities, the Eligible Customer shall execute the Facilities Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study

Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest. In order for the Transmission Provider to be obligated to increase the capacity of a Flowgate, the Eligible Customer also shall execute the Facilities Study Agreement regarding the study of Flowgate capacity and return it to the Transmission Provider within fifteen (15) days. Upon receipt of an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a sixty (60) day period pursuant to the procedures in the Planning Protocol attached as Attachment N. If the Transmission Provider is unable to complete the Facilities Study in the allotted time period, the Transmission Provider shall notify the Eligible Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Eligible Customer, (ii) the Eligible Customer's appropriate share of the cost of any required Network Upgrades, and (iii) the time required to complete such construction and initiate the requested service. The Eligible Customer shall provide the Transmission Provider with a letter of credit or other reasonable form of security acceptable to the Transmission Provider equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. The Eligible Customer shall

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have thirty (30) days to execute a Service Agreement or request the filing of an unexecuted Service Agreement and provide the required letter of credit or other form of security or the request no longer will be a Completed Application and shall be deemed terminated and withdrawn.

33 Load Shedding and Curtailments

33.1 Procedures: Prior to the Service Commencement Date, the Transmission Provider and the Network Customer shall establish Load Shedding and Curtailment procedures pursuant to the Network Operating Agreement with the objective of responding to contingencies on the Transmission System. The Parties will implement such programs during any period when the Transmission Provider determines that a system contingency exists and such procedures are necessary to alleviate such contingency. The Transmission Provider will notify all affected Network Customers in a timely manner of any scheduled Curtailment. To the extent the Transmission Provider is required to curtail Transmission Service, such curtailments shall be made in accordance with Attachment P.

33.2 Transmission Constraints: During any period when the Transmission Provider determines that a transmission constraint exists on the Transmission System, and such constraint may impair the reliability of the Transmission Provider's system, the Transmission Provider will take whatever actions, consistent with Good Utility Practice, that are reasonably necessary to maintain

the reliability of the Transmission Provider's system. To the extent the Transmission Provider determines that the reliability of the Transmission System can be maintained by redispatching resources, the Transmission Provider will initiate procedures pursuant to the Network Operating Agreement to redispatch all Network Resources on a least-cost basis without regard to the ownership of such resources. Any redispatch under this section may not unduly discriminate between any Network Customer's use of the Transmission System to serve its designated Network Load.

33.3 [reserved]

33.4 Curtailments of Scheduled Deliveries: If a transmission constraint on the Transmission Provider's Transmission System cannot be relieved through the implementation of least-cost redispatch procedures and the Transmission Provider determines that it is necessary to Curtail scheduled deliveries, the Parties shall Curtail such schedules in accordance with the Network Operating Agreement.

33.5 Allocation of Curtailments: The Transmission Provider shall, on a non-discriminatory basis, Curtail the transaction(s) that effectively relieve the constraint. However, to the extent practicable and consistent with Good Utility Practice, such curtailments shall be made in accordance with Attachment P.

33.6 Load Shedding: To the extent that a system contingency exists on the Transmission Provider's Transmission System and the Transmission Provider

determines that it is necessary for the Network Customers to shed load, the Parties shall shed load in accordance with previously established procedures under the Network Operating Agreement.

33.7 System Reliability: Notwithstanding any other provisions of this Tariff, the Transmission Provider reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to Curtail Network Integration Transmission Service without liability on the Transmission Provider's part for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where the continuance of Network Integration Transmission Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on the Transmission Provider's Transmission System or on any other system(s) directly or indirectly interconnected with the Transmission Provider's Transmission System, the Transmission Provider, consistent with Good Utility Practice, also may Curtail Network Integration Transmission Service in order to (i) limit the extent or damage of the adverse condition(s) or disturbance(s), (ii) prevent damage to generating or transmission facilities, or (iii) expedite restoration of service. The Transmission Provider will give the Network Customer as much advance notice as is practicable in the event of such Curtailment. Any Curtailment of Network Integration Transmission Service will be not unduly discriminatory. The Transmission Provider shall specify the rate treatment and all related terms and

conditions applicable in the event that the Network Customer fails to respond to established Load Shedding and Curtailment procedures.

34 Rates and Charges

34.1 Monthly Demand Charge and Other Charges: Each month, the Network Customer shall pay the Transmission Provider for (a) the Grid Management Charge, (b) any Direct Assignment Facilities costs, (c) in the case of a TDU, the cost of Existing Facilities owned by the TDU or sold by the TDU to the Transmission Provider that is not included in Annual Zonal Transmission Costs or Annual System Transmission Costs, (d) Ancillary Services costs, (e) applicable study costs, consistent with Commission policy, and (f) all other costs provided in this Tariff. The Network Customer also will pay, subject to Section 1A, the charge specified under (g), (h), (i), and ~~(i)~~(j) of this Section 34.1: (g) the Zonal Monthly Demand Charge for each Transmission Rate Zone in which the Customer has designated Network Load, each of which such Zonal Monthly Demand Charges shall be determined by multiplying the Network Customer's Monthly Zonal Network Load for the Transmission Rate Zone, adjusted for losses calculated in accordance with Schedule 9 at the points where the Network Customer's Network Resources are injected into the Transmission System, times 1/12 of the Zonal Rate, (h) a charge determined by multiplying (1) the Network Customer's hourly Network Load not physically interconnected with the Transmission Provider under Section 31.3 coincident with the Monthly

Actual Transmission System Peak, adjusted for losses calculated in accordance with Schedule 9 at the points where the Network Customer's Network Resources are injected into the Transmission System, by (2) 1/12 of the Through And Out Rate, (i) the Monthly System Charge, which shall be determined by multiplying the Network Customer's Monthly Transmission System Network Load, adjusted for losses calculated in accordance with Schedule 9 at the points where the Network Customer's Network Resources are injected into the Transmission System, times 1/12 of the System-Wide Rate, (j) the Transition Period TDU Adder.

34.1A Charge When A Party to a Transaction or an Affiliate or Associate of a Party to a Transaction Owns Transmission Facilities That are Located in the FRCC and That Are Not Included in a Commission-Approved Regional Transmission Organization Transmission Tariff:

- (a) Notwithstanding the foregoing, and except as provided in subsection (b), if (i) any party to a transaction or affiliate or associate of a party to a transaction (other than a party selling power to the Network Customer), for which transaction transmission service is obtained hereunder, owns or controls any transmission facilities that are located in the FRCC and that are not included in a Commission-approved Regional Transmission Organization transmission tariff, and (ii) that party, affiliate, or associate has not received an order from the Commission waiving the requirement

for a transmission tariff for those transmission facilities, then the Network Customer shall pay the charge under this Section 34.1A, in addition to the charges under Section 34.1, for each Transmission Rate Zone in which (a) the scheduled Network Resources plus scheduled resources utilized on a secondary basis pursuant to Section 28.4 exceed (b) the Network Load scheduled in the Transmission Rate Zone, including, as applicable, Network Load not physically interconnected with the Transmission Provider. Said additional charge shall equal the monthly Point-to-Point Transmission Service rate for the applicable Transmission Rate Zone, included in Sections 1 and 3 of Schedule 7, multiplied by the greatest number of MW by which (a) exceeds (b) in that Transmission Rate Zone during an hour in the month. In the event the Network Customer is a member organization obtaining transmission service on behalf of or to serve its members, and certain of the Network Customer's member organizations that own or control transmission facilities located in the FRCC have included such facilities in a Commission-approved Regional Transmission Organization transmission tariff or obtained a waiver consistent with (ii) ("Complying Members"), while others have not ("Non-Complying Members"), then the applicable Point-to-Point Transmission Service charges under this Section shall be pro rated by the ratio of the number of MW of the

Network Customer's Network Load during the hour associated with
Non-Complying Members to the number of MW of the Network
Customer's Network Load during the hour associated with Complying
Members.

- (b) The charge under subsection (a) shall not apply if the applicable
transmission owner offers network and point-to-point transmission
service on the transmission owner's transmission facilities to Eligible
Customers at non-pancaked transmission rates.

34.2 [reserved]

34.3 [reserved]

34.4 Redispatch Charge: [reserved]

34.5 Stranded Cost Recovery

Upon the request of a ~~Divesting Owner or~~ PO, the Transmission Provider shall seek to
recover stranded costs on behalf of such ~~Divesting Owners or~~ PO from the applicable
Transmission Customer pursuant to this Tariff in accordance with the terms, conditions and
procedures set forth in FERC Order No. 888. However, the ~~Divesting Owner or~~ PO seeking
stranded cost recovery first must have separately filed for and received authorization to collect
any specific proposed stranded cost charge under Section 205 of the Federal Power Act.

Alternatively, the PO may request the Transmission Provider to include stranded cost charges in
a Service Agreement for filing with the Commission. In such event, the Transmission Provider
shall include such charges in a Service Agreement and file such Service Agreement with the

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Commission, provided that the Transmission Provider shall not be responsible for supporting said stranded cost charge.

35 Operating Arrangements

- 35.1 Operation under The Network Operating Agreement:** The Network Customer shall plan, construct, operate and maintain its facilities in accordance with Good Utility Practice and in conformance with the Network Operating Agreement.
- 35.2 Network Operating Agreement:** The terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Part III of the Tariff shall be specified in the Network Operating Agreement. The Network Operating Agreement shall provide for the Parties to (i) operate and maintain equipment necessary for integrating the Network Customer within the Transmission Provider's Transmission System (including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment), (ii) transfer data between the Transmission Provider and the Network Customer (including, but not limited to, heat rates and operational characteristics of Network Resources, generation schedules for units outside the Transmission Provider's Transmission System, interchange schedules, unit outputs for redispatch required under Section 33, voltage schedules, loss factors and other real time data), (iii) use software programs required for data links and constraint

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dispatching, (iv) exchange data on forecasted loads and resources necessary for long-term planning, and (v) address any other technical and operational considerations required for implementation of Part III of the Tariff, including scheduling protocols. The Network Operating Agreement will recognize that the Network Customer shall either (i) operate as a Control Area under applicable guidelines of ~~the North American Electric Reliability Council (NERC)~~ NERC and the FRCC, (ii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with the Transmission Provider, or (iii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with another entity, consistent with Good Utility Practice, which satisfies NERC and the FRCC requirements. The Transmission Provider shall not unreasonably refuse to accept contractual arrangements with another entity for Ancillary Services. The Network Operating Agreement is included in Attachment G.

35.3 Network Operating Committee: A Network Operating Committee (Committee) shall be established to coordinate operating criteria for the Parties' respective responsibilities under the Network Operating Agreement. Each Network Customer shall be entitled to have at least one representative on the Committee. The Committee shall meet from time to time as need requires, but no less than once each calendar year.

IV. GENERATOR INTERCONNECTION SERVICE

36 GIS Request Procedure

The GIS Request Procedure shall apply to all GIS Customers seeking to interconnect generation to the Transmission System or to add capacity or modify the operating characteristics of an existing generation facility connected to the Transmission System in a manner that materially impacts the Transmission System; provided, however, that the Transmission Provider shall be permitted to review and approve nonmaterial modifications to the capacity or operating characteristics of existing generation on an expedited basis without following the GIS Request Procedures. These procedures shall not apply to any generation facility already interconnected with the Transmission System as of the effective date of this Tariff, except to the extent that the capacity of such generation facility is increased or its operating characteristics are modified. The Transmission Provider shall serve as the central and only authority for receiving and processing GIS requests to interconnect with the Transmission System, although the Transmission Provider shall coordinate its processing and analysis of GIS requests with any PO whose transmission facilities will be affected by the interconnection. Requests to interconnect generation to the facilities of an LSE that are not part of the Transmission System shall be made to and processed by the LSE owning the facilities to which the generation is being connected. In such circumstances the LSE shall coordinate with the Transmission Provider in the processing and evaluation of the requested interconnection, consistent with Good Utility Practice.

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37 Scope of GIS Service

GIS Service permits only the interconnection of a generation facility with the Transmission System. Any request for Point-to-Point or Network Transmission Service related to the delivery of the power output of a proposed generation project is separate and distinct from GIS Service. The GIS Feasibility Study (and subsequently, if applicable, the GIS Facility Study) does not determine whether the Transmission System has sufficient capability to deliver any power to any Point of Delivery beyond the point of interconnection between the GIS Customer and the Transmission System. In order to determine whether any of the power output from the proposed generation project can be transmitted from the point of interconnection to a Point of Delivery, an application for transmission service must be submitted to Transmission Provider pursuant to and in accordance with Part II or III of this Tariff. In addition, a GIS Customer that seeks to have its generation facility qualify to be used to satisfy the Installed Capacity and Energy obligations under Attachment W of the Tariff may make a separate request at any time for the Transmission Provider to evaluate the deliverability of the output of the generation facility and the additional facilities, if any, necessary for that output to meet the deliverability requirements.

38 Initiating a GIS Request

To initiate a request for GIS, the GIS Customer shall submit all of the following:

- (i) A ten thousand dollar refundable deposit via either wire transfer or cashiers check, which shall be applied to the GIS Customer's GIS studies cost responsibility;

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- (ii) The data sheets completed as instructed in Attachment R S; and
- (iii) Information that demonstrates that the GIS Customer has control of the proposed site. To show control, the GIS Customer must demonstrate, through an affiliated company or directly in its name:
 - (a) that it is the owner in fee simple of the real property for the project for which GIS is sought; or
 - (b) that it holds a valid written leasehold interest in the real property for the project for which GIS is sought; or
 - (c) that it holds a valid written option to purchase or leasehold property for the project for which GIS is sought; or
 - (d) that it holds a duly executed written contract to purchase or leasehold the real property for which GIS is sought.

A request for GIS will not be considered a valid request until all of the above items have been received by the Transmission Provider. If a request for GIS fails to meet the requirements set forth in this Section 38, the Transmission Provider shall notify the entity requesting GIS service within 15 calendar days of receipt of the initial request of the reasons for such failure and that the request does not constitute a valid request.

39 Original Queue Priority Date

39.1 Establishment of Queue Priority Date

Each valid GIS request submitted pursuant to Section 38 shall be assigned a queue priority date based on the chronological sequence in which it was considered to be a valid

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request under Section 38. The queue priority date shall be used for the purpose of: (i) establishing the order in which the GIS studies set forth in Section 41 will be performed, (ii) for establishing the scope of the studies; (iii) for determining the priority of interconnection at a given location; and (iv) for determining the amount of a GIS Customer's cost responsibility for the construction of facilities or upgrades necessary to accommodate its GIS request. The business day (Monday through Friday, excluding legal and public holidays) on which the initial valid request is received by Transmission Provider will establish the GIS Customer's queue priority date. Requests received on the same business day shall receive the same queue priority date.

39.2 Transferability of Queue Priority Date

The GIS Customer's queue priority date is project and site specific. A project's queue priority date may be transferred to another entity that purchases the specific project and retains the project at the same location, but otherwise is not transferable, assignable or capable of being leased or sold or otherwise possessed by another entity.

39.3 Queue Priority Date For Requests Submitted Prior to Effective Date of Tariff

Any interconnection request from the owner of a generation facility, including all generation facilities owned by a ~~Divesting Owner or a~~ PO, dated prior to the effective date of this Tariff to interconnect with transmission facilities of a ~~Divesting Owner or a~~ PO shall be given a queue priority date equal to the date that request was considered to be a valid request by the ~~Divesting Owner or~~ PO, provided that:

- (i) if the GIS Feasibility Study has not commenced as of the effective date of this

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Tariff, then the request for GIS shall be processed in accordance with the provisions set forth in this Part IV of the ~~OATT~~ Tariff. Any deposit provided by the Customer to the ~~Divesting Owner~~ or PO shall be transferred to the Transmission Provider;

(ii) if the GIS Feasibility Study has commenced but is not completed as of the effective date of this Tariff, then the Transmission Provider shall coordinate with the ~~Divesting Owner~~ and PO in completing the GIS Feasibility Study. Once the GIS Feasibility Study is completed and the results of such study provided to the GIS Customer, the request for GIS shall be processed in accordance with the provisions set forth in this Part IV of the ~~OATT~~ Tariff;

(iii) if the GIS Facilities Study has commenced but is not completed as of the effective date of this Tariff, then the Transmission Provider shall coordinate with the ~~Divesting Owner~~ and PO in completing the GIS Facilities Study. Once the GIS Facilities Study is completed and the results of such study provided to the GIS Customer, the request for GIS shall be processed in accordance with the provisions set forth in this Part IV of the ~~OATT~~ Tariff; and

(iv) if the GIS Facilities Study has been completed but the Interconnection Agreement not yet been signed as of the effective date of this Tariff, then the Transmission Provider and the PO shall coordinate in finalizing the Interconnection Agreement as set forth in this Part IV of the ~~OATT~~ Tariff.

Any GIS Customer with an outstanding request as of the effective date of this Tariff may

request a reasonable extension of any deadline otherwise applicable if necessary to avoid undue hardship or prejudice to its application. A reasonable extension shall be granted by the Transmission Provider to the extent consistent with the intent and process provided for under this Part IV. If a ~~Divesting Owner~~ or a PO has not submitted an interconnection request to itself for a proposed generation facility prior to the effective date of this Tariff, that ~~Divesting Owner~~ or PO must submit a request for such facility pursuant to the provisions of Part IV of this Tariff.

39.4 Establishment of Queue Priority For Existing Requests:

The Transmission Provider shall take the generation interconnection queues for the ~~Divesting Owners~~ and POs as of the effective date of this Tariff and shall develop an integrated queue priority for all generation interconnection requests on the ~~Divesting Owners' and POs'~~ queues. To the extent that a new ~~Divesting Owner~~ or PO transfers operational control of ~~their~~ its transmission facilities to the Transmission Provider after the effective date of this Tariff, the Transmission Provider shall integrate any generation interconnection requests on such ~~Divesting Owner's~~ or PO's queue into the Transmission Provider's queue.

39.5 OASIS Posting of GIS Requests:

The Transmission Provider will maintain on its OASIS a list of all valid requests for GIS that have an established queue priority date, identifying for each request:

- (i) The maximum net continuous generating capability (in megawatts) to be interconnected or added;

- (ii) The location of the proposed generation requesting to be interconnected or added (generally the closest Transmission Provider transmission substation);
- (iii) The queue priority date;
- (iv) The status of the processing of the request;
- (v) Whether an Interconnection Agreement has been executed and if so, the date of the execution;
- (vi) The projected or actual in-service date of the generation; and
- (vii) Any other information deemed necessary.

This queue posting shall be updated as necessary pursuant to the provisions of Part IV of this Tariff. The GIS Customer's name will not be included in the OASIS posting.

40 Information Review

Upon receipt of a valid request from a GIS Customer pursuant to Section 38, the Transmission Provider will review the information provided and notify the GIS Customer within fifteen days of any minor deficiencies in the information provided or clarifications deemed necessary by the Transmission Provider to conduct the GIS studies. After the Transmission Provider sends any such notification requesting additional information, the GIS Customer shall provide the Transmission Provider the requested information within fifteen days to preserve the GIS Customer's original queue priority date.

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41 GIS Studies

41.1 Scope of GIS Request Analysis

The analysis performed to analyze a GIS request is comprised of two (2) separate studies: a GIS Feasibility Study and a GIS Facilities Study. The GIS Feasibility Studies and GIS Facilities Studies will be performed in the order of queue priority dates to the extent projects would be impacted by projects with an earlier queue priority date. The GIS Feasibility Study shall identify:

- (i) The requirements or potential impediments to providing the requested GIS;
and
- (ii) The interconnection facilities that may be needed as a result of a GIS Customer's interconnection of the proposed generation project to the Transmission System.

The GIS Facilities Study shall include a good faith estimate of:

- (i) The interconnection facilities that are needed as a result of a GIS Customer's interconnection of the proposed generation project to the Transmission System;
- (ii) The associated cost of such interconnection facilities identified in the GIS Facilities Study and the GIS Customer's responsibility for such costs, and
- (iii) The time that will be required to construct such interconnection facilities.

The process for performing these studies is described in this Section 41.

41.2 GIS Study Agreement

After receiving a valid GIS request pursuant to Section 38, the Transmission Provider will send the GIS Customer within fifteen days a GIS Study Agreement ("Study Agreement") setting forth the terms and conditions pursuant to which a GIS Feasibility Study and a GIS Facilities Study will be performed. Included in the Study Agreement will be a good faith estimate of the cost and time to perform the GIS Feasibility Study (sixty days), and an estimate of the time to perform the GIS Facilities Study (sixty days). After the GIS Customer receives the Study Agreement, the GIS Customer must execute and return the Study Agreement and a refundable deposit in the amount of the estimated cost of the GIS Feasibility Study (less the \$10,000 deposit already provided), which will be applied to the GIS Customer's GIS Feasibility Study cost responsibility. The executed Study Agreement and the additional deposit shall be provided to the Transmission Provider within 15 days of the GIS Customer's receipt of the Study Agreement to preserve the GIS Customer's original queue priority date. Since the estimated cost of performing the GIS Facilities Study and the date such study would commence are dependent on the completion and associated results of the GIS Feasibility Study, such information will be provided subsequent to the completion of the GIS Feasibility Study.

41.3 Start Date and Time of Completion for GIS Studies

Ordinarily, the Transmission Provider shall commence a GIS Feasibility Study upon the execution of the Study Agreement and the provision of all data required by Sections 38 and 40 necessary to perform the studies. However, to the extent that there are other GIS requests

with an earlier queue priority date that the Transmission Provider believes may have a material impact on the conclusions of such study, the Transmission Provider may not be able to commence the GIS Feasibility Study until studies of GIS requests with an earlier queue priority date are completed. The Study Agreement therefore will include an estimate of when the GIS Customer's GIS Feasibility Study can commence. Once work on the GIS Feasibility Study or the GIS Facilities Study commences, the Transmission Provider will use due diligence to complete such study within 60 days. In addition to utilizing its own personnel, the Transmission Provider will attempt to engage consultants as reasonably necessary to meet its study obligations under this Part IV. In the event that the GIS Feasibility Study cannot commence by the estimated start date, or the GIS Feasibility Study or GIS Facilities Study cannot be completed within 60 days, the Transmission Provider shall so notify the GIS Customer and provide a new estimated start and/or completion date along with an explanation of the reason(s) why additional time is required to start and/or complete the required studies. The results of each study performed for a GIS Customer shall be provided to the GIS Customer immediately upon its completion.

41.4 GIS Facilities Study

Within 15 calendar days of the GIS Customer's receipt of the results of the GIS Feasibility Study, Transmission Provider shall provide the GIS Customer an estimate of the cost to perform the GIS Facilities Study. For a GIS Customer request to retain its queue priority date, the GIS Customer shall within fifteen days of receiving the estimate of the cost to perform the GIS Facilities Study:

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- (i) inform Transmission Provider in writing of its decision to proceed with the GIS Facilities Study; and
- (ii) provide the additional deposit (less any amount of the previous deposit that was not expended) in the amount estimated for performance of such study.

If the GIS Customer elects not to proceed with the GIS Facilities Study or fails to provide notice of its decision to the Transmission Provider within 15 days of receiving the cost estimate for performing the GIS Facilities Study, its application shall be deemed withdrawn pursuant to Section 45, below.

41.5 Costs of Studies

The charge for the GIS Feasibility Study and the GIS Facilities Study shall equal the actual cost of the studies. In performing the studies, the Transmission Provider shall utilize the best available information and shall consider results from existing studies, as applicable.

The GIS Customer will not be assessed a charge for the Transmission Provider using information from existing studies; however, the GIS Customer will be responsible for any charges associated with any changes to existing studies that are reasonably necessary to evaluate the impact of the GIS Customer's request for GIS.

41.6 Coordination With POs

In conducting the GIS Feasibility Study and the GIS Facilities Study, the Transmission Provider shall coordinate in the processing and analysis of the GIS request with any PO that owns transmission facilities that will be affected by the proposed interconnection. Each PO shall promptly respond to any reasonable requests from the Transmission Provider for

information, data, or analysis and for any other assistance in conducting the GIS Studies. A PO shall provide the Transmission Provider with an accounting of its actual costs in responding to any such requests to be included in the total study costs incurred by the Transmission Provider that are the responsibility of the GIS Customer.

42 Unilateral Changes by the GIS Customer to Original GIS Request

42.1 Changes Resulting From Studies

The GIS Customer shall have a one-time right, subject only to the exception noted below, to reasonably modify its initial request submitted pursuant to Section 38 without changing its queue priority date if such modifications result from the findings of the GIS Feasibility Study or the GIS Facilities Study. Any such request for modification shall be made within fifteen days after receipt of the GIS Feasibility Study or GIS Facilities Study, shall be in writing and shall state the reason(s) why the results of the GIS Feasibility Study or the GIS Facilities Study warranted such modification. If the GIS Customer modifies its request after receipt of the GIS Feasibility Study it shall not be permitted to also modify its request after receipt of the GIS Facilities Study and still retain its queue priority date, unless the results of the GIS Facilities Study indicate a finding that was unforeseen in the results of the GIS Feasibility Study. Modifications permitted under this section shall be limited to: (1) lowering the amount of generation of the proposed project; (2) modifying the technical parameters associated with the generator or the generator step up transformer impedance characteristics; and/or (3) modifying the interconnection configuration. Upon receipt of a GIS Customer's requested modification under this Section, the Transmission Provider shall

commence and perform any necessary additional studies as soon as practicable. The GIS Customer may request, in writing, whether a modification of the request is material under this section. ~~GridFlorida~~ The Transmission Provider shall respond in writing within 15 days of receipt of such request.

42.2 Material Changes Not Resulting From Studies

If, at any time during the process for the GIS studies, (1) the GIS Customer makes a material change(s) or substitution to data (including but not limited to in-service date, project scope, location of project, etc.) not resulting from a GIS study that has already been reviewed or accepted as sufficient; and (2) that material change or substitution requires the Transmission Provider to conduct a significant re-review, re-analysis or re-study of the GIS Customer's request, then the GIS Customer's original initial request shall be deemed null and void and withdrawn pursuant to Section 45, below. In such instance(s), such change(s) shall be treated as a new initial request and the GIS Customer shall be assigned a new queue priority date based on the date that the GIS Customer complies with the provisions for a valid request and all its provisions shall be re-started and apply, except that the remaining balance of the GIS Customer's original deposit shall apply to the new request. Prior to making any change or substitution, a GIS Customer may first request that the Transmission Provider state whether such change or substitution is material, and any disputes over the Transmission Provider's response shall be subject to dispute resolution.

43 Revised Queue Priority Date (Non-Compliance with Sections 40 and/or 41)

If the Transmission Provider does not receive the requested information within fifteen days, as provided for in Section 40, and/or the executed Study Agreement and the refundable deposit within the time frames prescribed in Section 41.2 above, the GIS Customer's queue priority date will be changed to the later of:

- (i) The date the Transmission Provider receives the requested information; or
- (ii) The date the Transmission Provider receives both the executed Study Agreement and the associated deposit.

Additionally, the GIS Customer shall have sixty days from the date the GIS Customer receives notice of the deficiency to satisfy the requirements of this Section 43 in order to avoid having to completely initiate a new request. If the GIS Customer does not comply with the provisions of this Section 43 within the prescribed time frame, the application shall be deemed void and withdrawn pursuant to Section 45, below.

44 Interconnection Agreement

44.1 The Decision Period

After the GIS Customer receives a completed GIS Facilities Study from the Transmission Provider, the GIS Customer shall have a thirty day period (the "Decision Period") in which to decide whether to proceed with the proposed request for GIS. If the Transmission Provider does not receive a notice from the GIS Customer within the Decision Period that the GIS Customer wishes to proceed, its request shall be deemed withdrawn pursuant to Section 45, below. If the GIS Customer wishes to proceed with the request for GIS, it must:

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- (i) Notify the Transmission Provider in writing that it does wish to proceed; and
- (ii) Demonstrate to the Transmission Provider that it:
 - (a) Has or is in the process of obtaining necessary federal, state and local regulatory and permitting requirements;
 - (b) Controls or is in the process of obtaining fuel delivery systems; and
 - (c) Has executed or is in the process of executing a contract for the purchase or an option to purchase major pieces of equipment with scheduled delivery dates such that the project is commercially on line by the date specifically delineated in Attachment R S.

44.2 The Negotiation Period

Upon the GIS Customer's satisfaction of Section 44.1 above, the Transmission Provider shall tender to the GIS Customer a draft Interconnection Agreement. The Transmission Provider shall use its reasonable efforts to provide a draft Interconnection Agreement within 30 days. The GIS Customer and the Transmission Provider shall then have a ninety (90) calendar day period (the "Negotiation Period") from the GIS Customer's receipt of the draft Interconnection Agreement in which to negotiate and execute an Interconnection Agreement. If the parties have not executed an Interconnection Agreement within the Negotiation Period, the GIS Customer shall inform Transmission Provider in writing whether: (1) it wishes to submit the remaining disputes to binding arbitration; or (2) it wishes the Transmission Provider to submit the Interconnection Agreement in unexecuted form to FERC for filing (in which case the GIS Customer shall agree to be bound by

whatever terms and conditions the FERC determines are appropriate); otherwise, its request shall be deemed to be withdrawn pursuant to Section 45. In the event that the GIS Customer requests that the Interconnection Agreement be filed at FERC in unexecuted form, the Transmission Provider shall make the filing within 15 days of receipt of the GIS Customer's request.

44.3 Construction of Interconnection Facilities

The Interconnection Agreement shall specify the facilities to be designed and constructed by the Transmission Provider and any affected PO(s) and the schedule for the design and construction of those facilities. ~~In the event that a PO does not agree to undertake such design and construction activities within a reasonable time, or otherwise does not meet such obligations, the Transmission Provider shall perform such activities for the PO and the PO shall cooperate with the Transmission Provider to provide any assistance and access necessary for that purpose. Alternatively, the Transmission Provider and the GIS Customer may agree to execute an Interconnection Agreement and request the Commission to rule on reserved issues.~~ Such facilities shall be constructed in accordance with such schedule pursuant to Attachment N.

44.4 Interconnection Agreement Milestones

The Interconnection Agreement shall require the GIS Customer to meet certain predefined milestones (e.g., federal, state and local regulatory and permitting requirements, site control, purchase or options to purchase major pieces of equipment with scheduled delivery dates such that the project is commercially on line by the date and as specified in Attachment R

fuel delivery arrangements scheduled to be operational such that the project is commercially on line by the date and as specified in Attachment R S, etc.) in order to maintain its position in the queue. The milestones may reasonably be extended in the event of delays beyond the reasonable control of the GIS Customer.

44.5 Coordination With POs

In the event that a GIS request involves facilities owned or leased by a PO, the Transmission Provider shall provide to such PO a copy of any draft Interconnection Agreement provided to the GIS Customer and shall keep the PO informed of the status of negotiations concerning the Interconnection Agreement, including any request that the Transmission Provider file the Interconnection Agreement in unexecuted form.

44.6 Optional Reimbursement Agreement for Accelerated Treatment of Proposed Facilities

Where a GIS Customer determines that it may not be able to meet its targeted in-service date if certain engineering, design, procurement or construction activities with long lead times are not started prior to the execution of an interconnection agreement, a GIS Customer has the option of entering into an agreement with the Transmission Provider at any time prior to the execution of an interconnection agreement to authorize the Transmission Provider to commence earlier engineering, design, procurement, or construction activities that may be required to interconnect the GIS Customer to the Transmission Provider's facilities. The GIS Customer may exercise this option only upon furnishing the Transmission Provider adequate financial security to cover these activities, and at the GIS Customer's sole risk that some or all of the work undertaken by the Transmission Provider may not be required.

45 Right of Withdrawal

The GIS Customer shall have the right to withdraw its GIS request at any time. The Transmission Provider shall also have the right to deem that the request has been withdrawn pursuant to the applicable provisions of this GIS procedure. Any of the GIS Customer's deposit received shall be returned to the GIS Customer, less any expenses incurred by Transmission Provider in processing the request for GIS up to the date of the withdrawal, with interest calculated in accordance with Section 35.19a of FERC's regulations.

46 Notices

Any and all deposits, information, requests, submissions or notifications to Transmission Provider required by this Part IV shall be sent to:

Transmission Provider Mailing Address

Any initial or other request, submittal of deposits or other submissions, demands, notifications or any other transmittal to or by either Transmission Provider or the GIS Customer required herein shall be made in writing and shall be delivered by express next-day delivery service. Neither Transmission Provider nor the GIS Customer will accept verbal, fax or e-mail submissions. The receipt of any and all deposits, payments, requests, information, submissions, demands, notifications or any other transmittal from the GIS Customer to the Transmission Provider or from the Transmission Provider to the GIS Customer contemplated herein shall be deemed to be on the next business day following delivery to the express delivery service provider, provided that the recipient may demonstrate that it actually received the transmittal on a later date, and upon such demonstration the later date shall be the receipt date. The transmitting entity shall include in its transmittal the date on which it believes any response to the transmittal is due. Any transmittal required within a time period prescribed herein must be received by no later than the close of

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business on the last day of such time period. The last day of any time period is included in the time period, unless it is a Saturday, Sunday or a legal public holiday, in which case the period does not end until the next business day.

47 Charges for GIS

47.1 Directly Assigned Costs

47.1.1 Generator Interconnection Facilities

The GIS Customer shall own and be responsible for designing, engineering, permitting, constructing, maintaining and operating, and for other attendant costs, for those interconnection facilities identified in the Facilities Study which are required for GIS and that are not considered to be part of the Transmission System, hereinafter referred to as GIS Facilities. Attachment P Q to the Tariff provides guidelines for identifying GIS Facilities. All costs associated with GIS Facilities, including costs incurred by the Transmission Provider or PO in support of the GIS Customer designing, engineering, permitting, constructing, maintaining and operating GIS Facilities including any costs imposed on the Transmission Provider or PO for any federal, state or local taxes, will be the responsibility of the GIS Customer.

47.1.2 Third Party Facilities

The GIS Customer is responsible for arranging for the installation of any third party facilities required for the requested GIS. Payment for such facilities shall be arranged between the third party and the GIS Customer. The Transmission Provider will undertake reasonable efforts, in accordance with Section 21 of the Tariff, to assist the GIS Customer in making such arrangements.

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47.2 GIS System Upgrades

GIS System Upgrades are those facilities specified in the Facilities Study and that are considered to be part of the Transmission System as specified in Attachment Q of the Tariff.

- (a) To the extent GIS System Upgrades are located on the existing Transmission System (e.g., within a substation or a right-of-way considered to be part of the Transmission System), ~~the Transmission Provider or the PO, as applicable, such facilities~~ shall be responsible for ~~designing, engineering, permitting, constructing and maintaining such GIS System Upgrades identified in the Facilities Study that are required for GIS~~ constructed in accordance with Attachment N. All costs associated with the GIS System Upgrades, including associated costs imposed on the Transmission Provider or PO for any federal, state or local taxes, will be initially the responsibility of the GIS Customer. Within ten (10) days of acceptance by the FERC of the Interconnection Agreement, or at a time otherwise agreed to in the Interconnection Agreement by the GIS Customer and Transmission Provider in accordance with the construction schedule set forth therein, the GIS customer shall: (i) enter into a mutually acceptable security arrangement, and (ii) put in place a and payment schedule for the estimated costs of the GIS System Upgrades located on the Transmission System. The Interconnection Agreement will also include terms governing adjustments to such security arrangement and payment schedule, as applicable, based on actual GIS system upgrade costs.

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- (b) To the extent GIS System Upgrades are not located on the existing Transmission System (e.g., within a substation or a right-of-way considered the existing Transmission System), the GIS Customer shall be responsible for designing, engineering, permitting and constructing such facilities identified in the Facilities Study which are required for GIS. All associated costs, including costs imposed on the Transmission Provider or PO for any federal, state or local taxes, will be initially the responsibility of the GIS Customer.

47.3 Credits for GIS System Upgrades

When the GIS System Upgrades are completed and the transmission service is used to transmit power from the GIS generation facility, credits will be provided to the GIS Customer on a dollar for dollar basis until such time as the GIS system upgrade costs have been fully offset. The credits will be provided as described below.

47.3.1 Credits Associated With Point-To-Point Transmission Service

For each MW of Reserved Capacity associated with Point-to-Point transmission service pursuant to Part II of the Tariff and where the GIS Customer's generating facility is the source of power, the Transmission Provider shall provide a monthly credit on the GIS Customer's bill equal to the charges for such Firm Point-To-Point Transmission Service. If a party other than the GIS Customer is the Transmission Customer for such Point-to-Point transmission service, the Transmission Provider shall, at the request of the GIS Customer, assign all or part of the credit to that Transmission Customer.

47.3.2 Credits Associated With Network Transmission Service

If the GIS Customer's generation facility is designated as a Network Resource pursuant to Part III of the Tariff, the Transmission Provider shall, at the request of the GIS Customer, provide a monthly credit on the Network Customer's bill up to (a) the ratio of the unit's net MW capacity designated as a Network Resource by the Network Customer during the peak hour(s) of the Network Customer's applicable billing determinants to the total net MW of the Designated Network Resources of the Network Customer during such hour(s), multiplied by (b) the Network Customer's applicable monthly transmission service charges.

47.4 Dual Use Facility Interconnection Costs

Except as otherwise provided for in the Interconnection Agreement, the Transmission Provider or the PO, as applicable, shall be responsible for the use and maintenance for dual use facilities which are required for GIS. Attachment P Q to the Tariff provides guidelines for determining the responsibility for charges for dual use facilities, including associated costs imposed for any federal, state or local taxes.

V. SCHEDULING COORDINATORS

48 Scheduling Coordinators

48.1 Responsibilities of a Scheduling Coordinator:

Scheduling Coordinators may act as agents for Transmission Customers for all purposes of this Tariff, to the extent requested by the Transmission Customer.

However, the Transmission Provider will only accept requests for transmission reservations and schedules for Energy and Ancillary Services from Scheduling

Coordinators, and the Transmission Provider will bill only the Scheduling Coordinator

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for transmission service provided to Transmission Customers. Each Scheduling Coordinator shall:

- (1) Provide confirmation that it has been certified as a Scheduling Coordinator pursuant to Section 48.2;
- (2) Identify each of the Eligible Customers on the Transmission Provider's Transmission System which it is authorized to represent as a Scheduling Coordinator;
- (3) Confirm that each of the Eligible Customers it represents on the Transmission Provider's Transmission System is eligible for Transmission Service;
- (4) Demonstrate to the Transmission Provider's reasonable satisfaction that the financial criteria set out in Section 48.5 have been met; and
- (5) Demonstrate to the Transmission Provider's reasonable satisfaction that each LSE served by the Scheduling Coordinator has executed a Reliability Agreement with the Transmission Provider as provided in Section ~~FF~~ LD of the Operating Protocol (Attachment O).

48.2 Certification: A Transmission Customer may also be a Scheduling Coordinator. All ~~Divesting Owners and~~ POs and existing Network Customers and Long-Term Firm Point-to-Point Transmission Customers as of the effective date of this Tariff who perform a scheduling function automatically shall be certified as Scheduling Coordinators, provided that they maintain their credit worthiness as provided in the relevant ~~OATT~~ tariff of the ~~Divesting~~ ~~Owner or~~ PO in effect immediately prior to the effectiveness of this Tariff. The Transmission Provider will certify additional Scheduling Coordinators in accordance with the following application procedures. A completed SC

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Application Form must be furnished to the Transmission Provider at least sixty (60) days before the date on which the applicant proposes to commence service as a Scheduling Coordinator. A completed SC Application must provide all of the following information:

- (i) The identity, address, telephone number and facsimile number of the SC Applicant;
- (ii) Evidence that items (1)-(5) of Section 48.1 have been satisfied;
- (iii) A statement of qualifications that will demonstrate to the Transmission Provider's reasonable satisfaction that it is capable of performing the functions of a Scheduling Coordinator under this Tariff including, without limitation, the functions specified in Sections 48.3 and 48.4;
- (iv) A statement that the Customers represented by the SC Applicant are, or will be upon commencement of service, Eligible Customers under the Tariff; and
- (v) A verification of creditworthiness pursuant to Section 48.5.

The Transmission Provider will review the application for certification of SC Applicants and may request additional information, clarification or documentation from the SC Applicant needed to process the application within fifteen (15) days of receiving the SC Application Form. The SC Applicant will have fifteen (15) days or such longer period as the Transmission Provider may agree, to respond. If the SC Applicant fails to respond within the agreed time period, the application is deemed withdrawn. Within ten (10) days after the SC Applicant has provided all of the additional information requested by the Transmission Provider, the Transmission Provider will notify the SC Applicant in writing whether its application has been

accepted or rejected. If the application is rejected, such notice will contain a written explanation of the reasons for the rejection.

48.3 Responsibilities: The Scheduling Coordinator shall be responsible for:

- (1) Paying the Transmission Provider's bill in accordance with this Tariff for all Transmission Service Ancillary Services provided to any Transmission Customer represented by the Scheduling Coordinator and any other payments required pursuant to this Tariff by any other entity represented by the Scheduling Coordinator, provided that this provision shall not relieve any Transmission Customer or other entity obligated to make payments to the Transmission Provider from the responsibility of making such payments if they are not made when due by its Scheduling Coordinator;
- (2) Submitting balanced schedules for all entities for which it serves as Scheduling Coordinator;
- (3) Coordinating and allocating curtailments and interruptions in Load and the altering of schedules in accordance with this Tariff;
- (4) Scheduling deliveries to or from other Scheduling Coordinators; and
- (5) Identifying all Eligible Customers which it represents and promptly notifying the Transmission Provider of any change in these Eligible Customers.

48.4 Operation of Scheduling Coordinators: Each Scheduling Coordinator will maintain a scheduling center for the purposes of communicating with the Transmission Provider on a real time basis. Each Scheduling Coordinator will at all times in which it has scheduled transactions on the Transmission System have present a designated member of its staff who will be responsible for

operational communications with the Transmission Provider and who will have sufficient authority to commit and bind the Scheduling Coordinator.

48.5 Security Deposit: A Scheduling Coordinator must (1) maintain an Approved Credit Rating acceptable to the Transmission Provider or (2) provide one of the following forms of security for an amount described below:

- (a) An irrevocable direct pay letter of credit confirmed by a bank or financial institution reasonably acceptable to the Transmission Provider;
- (b) An unconditional and irrevocable guarantee by a company which has and maintains an Approved Credit Rating; or
- (c) A cash deposit standing to the credit of an interest bearing escrow account maintained at a bank or financial institution reasonably acceptable to the Transmission Provider.
- (d) Other similar financial instruments acceptable to the Transmission Provider.

The form of security shall be in an amount equivalent to the estimated cost of two months of Transmission and Ancillary Service for all of the Scheduling Coordinator's Transmission Customers for whom Transmission Service is being provided under this Tariff. The Transmission Provider will, following termination of a SC Certification pursuant to Section 48.7 and within thirty (30) days of being satisfied that no sums remain owing by the Scheduling Coordinator under this Tariff, return or release to the Scheduling Coordinator, as appropriate, any money or credit support provided by such Scheduling Coordinator to the Transmission Provider under this Section. The SC has an ongoing obligation to notify the Transmission Provider within three business days of changes to its credit rating. The Transmission Provider reserves the right to review

the SC's creditworthiness periodically and to require the SC to submit an alternate form of security if necessary.

48.6 Termination of SC Certification: A Scheduling Coordinator's Certification can be terminated by

(1) the Transmission Provider on written notice:

(a) if the Scheduling Coordinator no longer meets the requirements set forth in Section 48.1;

(b) if the Scheduling Coordinator fails to pay any sum under Section 48.3(1) or any other provision of this Tariff and fails to remedy the default within a period of seven (7) days after the Transmission Provider has given written notice of the default; or

(c) if the Scheduling Coordinator commits any other default under this Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the Transmission Provider has given written notice of the default; or

(2) by the Scheduling Coordinator on sixty (60) days written notice to the Transmission Provider, provided that such notice will not be effective to terminate the Certification until the Scheduling Coordinator has complied with all applicable requirements of Section 48.4. The Transmission Provider will, as soon as reasonably practicable following the occurrence of any of the events specified above notify the Scheduling Coordinator and each of the Customers as noticed to it under Section 48.1 that the Certification is being terminated. Each affected Customer must make arrangements to be served by a new Scheduling Coordinator.

SCHEDULE 1

Scheduling, System Control and Dispatch Service

This service is required to schedule the movement of power through, out of, within, or into a Control Area. This service can be provided only by the operator of the Control Area in which the transmission facilities used for transmission service are located. Scheduling, System Control and Dispatch Service is to be provided ~~directly by the Transmission Provider (if the Transmission Provider is the Control Area operator) or indirectly~~ by the Transmission Provider making arrangements with the Control Area ~~operator~~ operators that ~~performs~~ perform this service for the Transmission Provider's Transmission System. The Transmission Customer must ~~purchase~~ obtain this service from the Transmission Provider ~~or the Control Area operator~~. The charges for Scheduling, System Control and Dispatch Service are included in the Grid Management Charge ~~to be based on the rates set forth below. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.~~

Rates

~~The rates for Scheduling, System Control and Dispatch Service applicable for the upcoming calendar year will be developed by December 1 of each year based on projected data. The rates and resultant charges will be subject to true-up based on the actual load data consistent with Attachment U and actual cost data recorded for the year. True-ups will be calculated on an annual basis by June 1 of each year.~~

~~The rates for Scheduling, System Control and Dispatch Service are as follows:~~

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- ~~1) Annual Scheduling Rate = Scheduling Costs / (the sum of the Monthly Projected Transmission System Peaks for the next calendar year)~~
- ~~2) Monthly Scheduling Rate = Scheduling Costs / (the sum of the Monthly Projected Transmission System Peaks for the next calendar year) / 12~~
- ~~3) Weekly Scheduling Rate = Scheduling Costs / (the sum of the Monthly Projected Transmission System Peaks for the next calendar year) / 52~~
- ~~4) Daily Scheduling Rate = Scheduling Costs / (the sum of the Monthly Projected Transmission System Peaks for the next calendar year) / 52 / 5~~
- ~~5) Hourly Scheduling Rate = Scheduling Costs / (the sum of the Monthly Projected Transmission System Peaks for the next calendar year) / 52 / 5 / 16~~
- ~~Scheduling Costs~~
- ~~Scheduling Costs = Account 561 + Scheduling Revenue Credits~~
- ~~Scheduling Revenue Credits (deduction to expenses) = the Schedule 1 revenues for transmission transactions not reflected in Monthly Projected Transmission System Peaks + revenues received for providing security coordinator services, reported as a credit.~~
- ~~Billing Determinants~~
- ~~A Point-to-Point Transmission Service Customer's charge for Scheduling, System Control and Dispatch Service will be based on its Reserved Capacity. The total charge in any day, pursuant to a reservation for hourly delivery, shall not exceed the rate specified in section (4) above times the highest amount in MW of transmission service reserved in any hour during such day. In addition, the total charge in any week, pursuant to a reservation for hourly or daily delivery, shall not exceed the rate specified in section (3) above times the highest amount in MW of transmission service reserved in any hour during such week.~~

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~~| A Network Customer's charge each month will be determined by multiplying the Monthly
| Scheduling Rate times the Network Customer's Monthly Actual Transmission System Peak
| for the applicable month.~~

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SCHEDULE 2

Reactive Supply and Voltage Control from Generation Sources Service

In order to maintain transmission voltages on the Transmission Provider's transmission facilities within acceptable limits, generation facilities under the control of the control area operator are operated to produce (or absorb) reactive power. Thus, Reactive Supply and Voltage Control from Generation Sources Service must be provided for each transaction on the Transmission Provider's transmission facilities.

All generators will be required to provide reactive power as part of their Interconnection Agreements with the Transmission Provider. The Transmission Provider will define a single power factor requirement, which will be consistent with NERC and FRCC requirements, that all generators must meet as part of their interconnection requirements, provided that generators that are operational or planned and under construction as of the date this Tariff is placed into effect and that do not have the capacity to satisfy such requirement shall provide reactive power consistent with their existing power factor range capabilities. A generator's power factor range capability shall be the facility's design rating, not its maximum safe performance level.

The Transmission Provider will determine the reactive power requirements of each generator in real time.

Generators will not be compensated for Reactive Supply and Voltage Control from Generation Sources Service, provided that to the extent a generator must reduce its real power output to provide or absorb reactive power in response to Transmission Provider dispatch instructions outside of the reactive requirements included in the applicable

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interconnection-related agreement, the generator will be compensated for its lost opportunity costs. A generator's lost opportunity costs in an hour in which the generator was required to reduce its real power output to provide or absorb reactive power will be equal to the energy clearing price in the Congestion Zone in which the generator is located, calculated pursuant to Attachment P, for the hour. The opportunity costs paid to generators in an hour shall be allocated to all firm MWh of transmission service during that hour, which shall be equal to the MWh of transmission service provided to Transmission Customers to load within the Transmission System plus the MWh of transmission through or out of the Transmission System during the hour.

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SCHEDULE 3

Regulation and Frequency Response Service

Regulation and Frequency Response Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled Interconnection frequency at sixty cycles per second (60 Hz). Regulation and Frequency Response Service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) as necessary to follow the moment-by-moment changes in load. The obligation to maintain this balance between resources and load lies with the Transmission Provider (or the Control Area operator that performs this function for the Transmission Provider). Regulation Service will be provided in accordance with Attachment P of this Tariff.

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SCHEDULE 4

Balancing Service

Balancing Service is the use of incs and decs by the Transmission Provider in real-time to deliver energy to or acquire energy to balance the Transmission Provider's system during an hour. Balancing Service will be provided in accordance with Attachment P of this Tariff.

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SCHEDULE 5

Operating Reserve - Spinning Reserve Service

Spinning Reserve Service is needed to serve load immediately in the event of a system contingency. Spinning Reserve Service may be provided by generating units that are on-line and loaded at less than maximum output. Spinning Reserve Service will be provided in accordance with Attachment P of this Tariff.

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SCHEDULE 6

Operating Reserve - Supplemental Reserve Service

Supplemental Reserve Service is needed to serve load in the event of a system contingency; however, it is not available immediately to serve load but rather within a short period of time determined by ~~GridFlorida~~ the Transmission Provider consistent with FRCC rules. Supplemental Reserve Service may be provided by generating units that are on-line but unloaded, by quick-start generation or by interruptible load. Supplemental Reserve Service will be provided in accordance with Attachment P of this Tariff.

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SCHEDULE 7

Long-Term Firm and Short-Term Firm Point-To-Point

Transmission Service

The Transmission Customer shall compensate the Transmission Provider each month for Reserved Capacity at the sum of the applicable charges set forth below. Reserved Capacity must include losses calculated in accordance with Schedule 9 at the Point(s) of Receipt.

1) **Service to a Point of Delivery Within a Transmission_Rate Zone**

For service to a Point of Delivery within a Transmission Rate Zone, i.e., for service to load within that Transmission Rate Zone, including to a TDU or other load serving entity that does not join GridFlorida but is located within a Transmission Rate Zone (which also is subject to Section 4 of this Schedule 7), Transmission Customer shall pay the following charge:

- A) **Yearly delivery:** Up to the Zonal Rate, multiplied by the Transmission Customer's MW of Reserved Capacity per year to Points of Delivery within the Transmission Rate Zone.
- B) **Monthly delivery:** Up to 1/12 of the Zonal Rate, multiplied by the Transmission Customer's MW of Reserved Capacity per month to Points of Delivery within the Transmission Rate Zone.
- C) **Weekly delivery:** Up to 1/52 of the Zonal Rate, multiplied by the Transmission Customer's MW of Reserved Capacity per week to Points of Delivery within the Transmission Rate Zone.

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- D) **Daily delivery:** Up to $1/260$ of the Zonal Rate, multiplied by the Transmission Customer's MW of Reserved Capacity per day to Points of Delivery within the Transmission Rate Zone.

The total charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (1)(C) above times the highest amount in MW of Reserved Capacity in any day during such week.

2) **Through and Out Service**

For Firm Point-to-Point Transmission Service that is not provided to a Point of Delivery within a Transmission Rate Zone, other than service to a TDU or other load serving entity that does not join GridFlorida and that is charged pursuant to Section 1 of this Schedule 7, Transmission Customer shall pay the following charge:

- A) **Yearly delivery:** Up to the Through And Out Rate, multiplied by the Transmission Customer's MW of Reserved Capacity per year to Points of Delivery outside the Transmission Rate Zones (other than service to a TDU or other load serving entity that does not join GridFlorida and that is charged pursuant to Section 1 of this Schedule 7).
- B) **Monthly delivery:** Up to $1/12$ of the Through And Out Rate, multiplied by the Transmission Customer's MW of Reserved Capacity per month to Points of Delivery outside the Transmission Rate Zones (other than service to a TDU or other load serving entity that does not join GridFlorida and that is charged pursuant to Section 1 of this Schedule 7).
- C) **Weekly delivery:** Up to $1/52$ of the Through And Out Rate, multiplied by the Transmission Customer's MW of Reserved Capacity per week to Points of

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Delivery outside the Transmission Rate Zones (other than service to a TDU or other load serving entity that does not join GridFlorida and that is charged pursuant to Section 1 of this Schedule 7).

- D) **Daily delivery:** Up to $1/260$ of the Through And Out Rate, multiplied by the Transmission Customer's MW of Reserved Capacity per day to Points of Delivery outside the Transmission Rate Zones (other than service to a TDU or other load serving entity that does not join GridFlorida and that is charged pursuant to Section 1 of this Schedule 7).

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (2)(C) above times the highest amount in MW of Reserved Capacity in any day during such week.

3) **System-Wide Access Charge**

In addition to the applicable charges pursuant to Sections 1 and 2 of this Schedule 7, Transmission Customer shall pay the following charge:

- A) **Yearly delivery:** Up to the System-Wide Rate, multiplied by the Transmission Customer's total MW of Reserved Capacity per year.
- B) **Monthly delivery:** Up to $1/12$ of the System-Wide Rate, multiplied by the Transmission Customer's total MW of Reserved Capacity per month.
- C) **Weekly delivery:** Up to $1/52$ of the System-Wide Rate, multiplied by the Transmission Customer's total MW of Reserved Capacity per week.
- D) **Daily delivery:** Up to $1/260$ of the System-Wide Rate, multiplied by the Transmission Customer's total MW of Reserved Capacity per day.

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the charge specified in section (3)(C) calculated based on the highest amount in MW of Reserved Capacity in any day during such week.

4) **Direct Assignment Charges and Grid Management Charge:** In addition to the applicable charges pursuant to Sections 1, 2, and 3 of this Schedule 7, the Transmission Customer shall pay (a) the Grid Management Charge, calculated in accordance with Schedule 10, (b) any Direct Assignment Facilities costs, and (c) in the case of a TDU, the cost of Existing Facilities owned by the TDU or sold by the TDU to the Transmission Provider that is not included in Annual Zonal Transmission Costs or Annual System Transmission Costs.

5) **Charge When A Party to a Transaction or an Affiliate or Associate of a Party to a Transaction Owns Transmission Facilities That are Located in the FRCC and That Are Not Included in a Commission-Approved Regional Transmission Organization**

Transmission Tariff:

- (a) Notwithstanding the foregoing, and except as provided in subsection (b), if (i) any party to a transaction or affiliate or associate of a party to a transaction, for which transaction transmission service is obtained hereunder, owns or controls any transmission facilities that are located in the FRCC and that are not included in a Commission-approved Regional Transmission Organization transmission tariff, and (ii) that party, affiliate, or associate has not received an order from the Commission waiving the requirement for a transmission tariff for those transmission facilities, then during the first nine Tariff Years the Transmission Customer shall pay for service in accordance with the following provisions:

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- (iii) For service to a Point of Delivery within a Transmission Rate Zone, all charges applicable to such service under this Tariff shall apply. In addition, when the Point of Receipt is located in a different Transmission Rate Zone than the Point of Delivery, the Transmission Customer shall pay the charge applicable for use of the Transmission Rate Zone in which the Point of Receipt is located, as calculated in accordance with Sections 1 and 3 of this Schedule 7 based on the Transmission Customer's MW of Reserved Capacity.
- (iv) For Through and Out Service, the Transmission Customer shall pay for the use of Existing Facilities the higher of (a) the charge calculated pursuant to Sections 2 and 3 of this Schedule 7 or (b) the charge applicable to use of the Transmission Rate Zone in which the Point of Receipt is located plus the charge for use of the Transmission Rate Zone in which the Point of Delivery is located, as calculated in accordance with Sections 1 and 3 of this Schedule 7, both calculated based on the Transmission Customer's MW of Reserved Capacity. The Transmission Customer also shall pay all other charges applicable to such service under this Tariff.
- (b) The charge under subsection (a) shall not apply if the applicable transmission owner offers network and point-to-point transmission service on the transmission owner's transmission facilities to Eligible Customers at non-pancaked transmission rates.

6) **Discounts:** Three principal requirements apply to discounts for transmission service as follows (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, the Transmission Provider must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System. Nothing in this Section shall limit the applicability of Section 4 of this Schedule 7 to a party to a transaction or an affiliate of a party to a transaction that owns transmission facilities that are not included in a Commission-approved Regional Transmission Organization transmission tariff.

7) **Exceeded Reservations:** In the event that the Transmission Customer exceeds its firm Reserved Capacity (excluding losses) at a Point of Delivery, the Transmission Customer's Reserved Capacity shall be increased for billing purposes by the amount of the excess for the entire term of the transmission service.

SCHEDULE 8

Non-Firm Point-To-Point Transmission Service

The Transmission Customer shall compensate the Transmission Provider for Non-Firm Point-To-Point Transmission Service up to the sum of the applicable charges set forth below. Reserved Capacity must include losses calculated in accordance with Schedule 9 at the Point(s) of Receipt.

- 1) **Monthly delivery:** Charges up to each applicable charge under Sections 1, 2, and 3 of Schedule 7 for monthly Firm Point-to-Point Transmission Service.
- 2) **Weekly delivery:** Charges up to each applicable charge under Sections 1, 2, and 3 of Schedule 7 for weekly Firm Point-to-Point Transmission Service.
- 3) **Daily delivery:** Charges up to each applicable charge under Sections 1, 2, and 3 of Schedule 7 for daily Firm Point-to-Point Transmission Service.
- 4) **Hourly delivery:** The charges for hourly delivery shall be up to each applicable charge for daily delivery/16.

The total charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (3) above times the highest amount in MW of Non-Firm Point-to-Point Transmission service reserved in any hour during such day. In addition, the total charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not ~~exceed~~ exceed the rate specified in section (2) above times the highest amount in MW of Non-Firm Point-to-Point Transmission service reserved in any hour during such week.

- 5) **Direct Assignment Charges and Grid Management Charge:** In addition to the applicable charges pursuant to Sections 1 through 4 of this Schedule 8, the Transmission

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| _Customer shall pay (a) the Grid Management Charge, calculated in accordance with Schedule 10, (b) any Direct Assignment Facilities costs, and (c) in the case of a TDU, the cost of Existing Facilities owned by the TDU or sold by the TDU to the Transmission Provider that is not included in Annual Zonal Transmission Costs or Annual System Transmission Costs.

6) Charge When A Party to a Transaction or an Affiliate or Associate of a Party to a Transaction Owns Transmission Facilities That are Located in the FRCC and That Are Not Included in a Commission-Approved Regional Transmission Organization

Transmission Tariff:

(a) Notwithstanding the foregoing, and except as provided in subsection (b), if (i) any party to a transaction or affiliate or associate of a party to a transaction, for which transaction transmission service is obtained hereunder, owns or controls any transmission facilities that are located in the FRCC and that are not included in a Commission-approved Regional Transmission Organization transmission tariff, and (ii) that party, affiliate, or associate has not received an order from the Commission waiving the requirement for a transmission tariff for those transmission facilities, then during the first nine Tariff Years the Transmission Customer shall pay for the use of Existing Facilities in accordance with the following provisions:

(iii) For service to a Point of Delivery within a Transmission Rate Zone, all charges applicable to such service under this Tariff shall apply. In addition, when the Point of Receipt is located in a different

Transmission Rate Zone than the Point of Delivery, the Transmission

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Customer shall pay up to the charge applicable to use of the Transmission Rate Zone in which the Point of Receipt is located, as calculated in accordance with Sections 1 and 3 of this Schedule 7 based on the Transmission Customer's MW of Reserved Capacity.

- (iv) For Through and Out Service, the Transmission Customer shall pay for the use of Existing Facilities up to the higher of (a) the charge calculated pursuant to Section 2 of Schedule 7 or (b) the charge applicable to use of the Transmission Rate Zone in which the Point of Receipt is located plus the charge for use of the Transmission Rate Zone in which the Point of Delivery is located, as calculated in accordance with Sections 1 and 3 of Schedule 7, both calculated based on the Transmission Customer's MW of Reserved Capacity. The Transmission Customer also shall pay all other charges applicable to such service under this Tariff.

- (b) The charge under subsection (a) shall not apply if the applicable transmission owner offers network and point-to-point transmission service on the transmission owner's transmission facilities to Eligible Customers at non-pancaked transmission rates.

7) **Discounts:** Three principal requirements apply to discounts for transmission service as follows (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer initiated requests for discounts (including requests for use by one's wholesale merchant or an affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be

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immediately posted on the OASIS. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, the Transmission Provider must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System. Nothing in this Section shall limit the applicability of Section 5 of this Schedule 8 to a party to a transaction or an affiliate of a party to a transaction that owns transmission facilities that are not included in a Commission-approved Regional Transmission Organization transmission tariff.

8) **Exceeded Reservations:** In the event that the Non-Firm Transmission Service provided to the Transmission Customer exceeds the reserved amount (excluding losses) at the Point of Delivery, the Transmission Customer shall be charged (i) for hourly Non-Firm Transmission Service, 200 percent of the applicable charges under this Schedule 8 for the amount of Non-Firm Transmission Service that exceeds the reservation, (ii) for all other Non-Firm Transmission Service, the Transmission Customer's reservation amount shall be increased for billing purposes by the amount of the excess for the entire term of the transmission service.

SCHEDULE 9

Losses

- 1) Scheduling Coordinators are responsible for submitting their schedules to provide for the supply of losses to the nearest MW. The applicable transmission loss factors will be determined in accordance with this Schedule 9.
- 2) Subject to Section 4, for Firm Point-to-Point Transmission Service to a Point of Delivery that is located within a Transmission Rate Zone and for Network Transmission Service to Network Load that is located within a Transmission Rate Zone the transmission loss factor shall be the loss factor for the Transmission Rate Zone in which the Point of Delivery or Network Load is located. The Transmission Rate Zones' loss factors are as follows:
 - (a) Florida Power & Light Transmission Rate Zone: ~~2.19 percent~~[insert]
 - (b) Tampa Electric Company Transmission Rate Zone: ~~1.45 percent~~[insert]
 - (c) Florida Power Corporation Transmission Rate Zone: ~~2.24 percent~~[insert]
- 3) Subject to Section 4, for Firm Point-to-Point Transmission Service to a Point of Delivery that is not located within a Transmission Rate Zone and for Network Transmission Service to Network Load not physically interconnected with the Transmission Provider under Section 31.3 the loss factor shall be calculated on an average basis. The transmission loss factor applicable to such service is to be filed.
- 4) Each hour, the Transmission Provider will calculate (i) total actual transmission losses for the Transmission System during the hour and (ii) the difference between the total actual transmission losses in the hour and losses allocated to Scheduling Coordinators

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under Sections 2 and 3 for the hour. Said difference will be allocated to all MWh of
transmission service on the Transmission System during the hour.

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SCHEDULE 10

Grid Management Charge and FERC Assessment

- 1) The Transmission Customer shall pay the Transmission Provider the Grid Management Charge ("GMC") and for FERC Assessments, as provided in this Schedule 10.
- 2) Grid Management Charge
 - a. The GMC applicable for the upcoming calendar year will be developed by December 1 of each year based on projected data. The GMC will be subject to true-up based on the actual load data consistent with Attachment U and actual cost data recorded for the year. The GMC true-up will be calculated on an annual basis by June 1 of each year to reflect actual costs and load data for the prior year. The GMC shall be calculated as follows:
 - (i)
$$\text{Annual GMC} = (\text{Start-Up Costs} + \text{Administrative Costs} + \text{Scheduling Costs} + \text{Market Monitoring Costs} + \text{Revenue Credits}) / (\text{the sum of the Monthly Projected Transmission Peaks for the next calendar year})$$
 - (ii)
$$\text{Monthly GMC} = (\text{Start-Up Costs} + \text{Administrative Costs} + \text{Scheduling Costs} + \text{Market Monitoring Costs} + \text{Revenue Credits}) / (\text{the sum of the Monthly Projected Transmission Peaks for the next calendar year}) / 12$$
 - (iii)
$$\text{Weekly GMC} = (\text{Start-Up Costs} + \text{Administrative Costs} + \text{Scheduling Costs} + \text{Market Monitoring Costs} + \text{Revenue Credits}) / (\text{the sum of the Monthly Projected Transmission Peaks for the next calendar year}) / 52$$

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- (iv) Daily GMC = (Start-Up Costs + Administrative Costs + Scheduling Costs + Market Monitoring Costs + Revenue Credits)/ (the sum of the Monthly Projected Transmission Peaks for the next calendar year)/ 52/5
- (v) Hourly GMC = (Start-Up Costs + Administrative Costs + Scheduling Costs + Market Monitoring Costs + Revenue Credits)/ (the sum of the Monthly Projected Transmission Peaks for the next calendar year)/ 52/5/16
- (vi) A Point-to-Point Transmission Service Customer's charge will be based on its Reserved Capacity. The total charge in any day, pursuant to a reservation for hourly delivery, shall not exceed the rate specified in section (iv) above times the highest amount in MW of transmission service reserved in any hour during such day. In addition, the total charge in any week, pursuant to a reservation for hourly or daily delivery, shall not exceed the rate specified in section (iii) above times the highest amount in MW of transmission service reserved in any hour during such week.
- (vii) A Network Customer's charge each month will be determined by multiplying the Monthly GMC specified in section (ii) above times the Network Customer's Monthly Actual Transmission System Peak for the applicable month.

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- b. $\text{Start-Up Costs} = (\text{Start-Up Rate Base}) * \text{Return} + \text{Start-Up Expenses} + \text{Start-Up Taxes}$. Initially, Start-Up costs will be estimated costs, subject to Commission approval.
- (i) $\text{Start-Up Rate Base} = \text{Gross Balance of Start-Up Costs less amortization to-date in Account 182.3} - \text{Accumulated Deferred Income Taxes associated with Start-Up Costs in Accounts 281-283 offset by Account 190}$. Balances will be based on simple averages of beginning-of-year and end-of-year balances.
 - (ii) $\text{Return} = \text{Per book Capitalization Ratio for Long-term Debt} * \text{Cost of Long-term Debt} + \text{Per book Capitalization Ratio for Preferred Stock Capital} * \text{Cost of Preferred Stock Capital} + \text{Per book Capitalization Ratio for Common Equity} * \text{Cost of Common Equity}$
 - (iii) $\text{Start-Up Expenses} = \text{amortization of the gross balance of Start-Up Costs in Account 182.3 based on a five year amortization schedule}$
 - (iv) $\text{Start-Up Taxes} = \text{Start-Up Income Taxes}$
 - (a) $\text{Start-Up Income Taxes} = \text{Start-Up Rate Base} * (\text{Per book Capitalization Ratio for Common Equity} * \text{Cost of Common Equity} + \text{Per book Capitalization Ratio for Preferred Stock Capital} * \text{Cost of Preferred Stock Capital}) * (\text{Composite Federal and State Income Taxes Rate}) / (1 - \text{Composite Federal and State Income Tax Rate})$

$$(b) \quad \text{Composite Federal and State Income Tax} = \text{Federal Income Taxes Rate} + \text{State Income Tax Rate} - \text{Federal Income Taxes Rate} * \text{State Income Tax Rate}$$

$$c. \quad \text{Administrative Costs} = \text{Administrative O\&M Expenses} + \text{General Rate Base} * \text{Return} + \text{Administrative and General Taxes} + \text{General Plant Depreciation Expenses}$$

$$(i) \quad \text{Administrative O\&M Expenses} = \text{Sum of Accounts 901-917 and 920-923 and 925-933 (excluding any of the following: the amortization of any start-up costs, market monitoring charges, any rental payments to the ~~Divesting Utilities or Participating Utilities Owners~~ included in Account 931, and any FERC assessment charges recovered as direct assignments from GridFlorida's the Transmission Provider's customers included in Account 928)} + \text{Property Insurance associated with General Plant} + \text{Maintenance of General Plant}$$

$$(a) \quad \text{Property Insurance associated with General Plant} = (\text{Simple average of beginning-of-year and end-of-year balances of Accounts 389-399 less the original cost of general plant transferred to GridFlorida from the ~~Divesting Utilities~~}) / \underline{\underline{\text{Total Plant-in-Service}}} * \text{Account 924}$$

$$(b) \quad \text{Maintenance of General Plant} = \text{Account 935} * (\text{Simple average of beginning-of-year and end-of-year balances of Accounts 389-399 less the original cost of any general plant transferred from the ~~Divesting Utilities~~}) / \underline{\underline{\text{Total in Accounts 389-399}}}$$

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- (ii) General Rate Base = General and Intangible Plant - Accumulated Depreciation on General and Intangible Plant - Accumulated Deferred Income Taxes on General and Intangible Plant + Working Capital associated with administrative costs + General Plant Held For Future Use
- (a) General and Intangible Plant = Simple average of beginning-of-year and end-of-year balances of Accounts 301 through 303 and 389-399 ~~less the original cost of general plant transferred to GridFlorida from the Divesting Utilities~~
- (b) Accumulated Depreciation on General and Intangible Plant = Simple average of beginning-of-year and end-of-year balances of Accounts 108 and 111 associated with General and Intangible Plant as defined above
- (c) Accumulated Deferred Income Taxes = Simple average of beginning-of-year and end-of-year amounts associated with General and Intangible Plant as defined above in Accounts 281-283, offset by Account 190
- (d) Working Capital = $1/8 * \text{Administrative O\&M Expenses}$
- (e) General Plant held for Future Use = Simple average of beginning-of-year and end-of-year balances of Account 105 associated with General Plant. Amounts shall be limited to land and land right held for future use.

- (iii) $\text{Return} = \text{Per book Capitalization Ratio for Long-term Debt} * \text{Cost of Long-term Debt} + \text{Per book Capitalization Ratio for Preferred Stock Capital} * \text{Cost of Preferred Stock Capital} + \text{Per book Capitalization Ratio for Common Equity} * \text{Cost of Common Equity}$ ^{1/}
- (iv) $\text{Administrative and General Taxes} = \text{General Income Taxes} + \text{Administrative Payroll Taxes} + \text{General Property Taxes} + \text{General Miscellaneous Taxes}$
- (a) $\text{General Income Taxes} = \text{General Rate Base} * (\text{Per book Capitalization Ratio for Common Equity} * \text{Cost of Common Equity} + \text{Per book Capitalization Ratio for Preferred Stock Capital} * \text{Cost of Preferred Stock Capital}) * (\text{Composite Federal and State Income Taxes Rate}) / (1 - \text{Composite Federal and State Income Tax Rate})$
- (1) $\text{Composite Federal and State Income Tax} = \text{Federal Income Taxes Rate} + \text{State Income Tax Rate} - \text{Federal Income Taxes Rate} * \text{State Income Tax Rate}$
- (b) $\text{Administrative Payroll Taxes} = (\text{Administrative Payroll}) / \text{Total Payroll} * \text{Total Payroll Taxes}$
- (1) $\text{Administrative Payroll} = \text{Payroll in Accounts 901-917 and 920-935 (excluding the amortization of any start-up costs and market monitoring charges)}$

^{1/} Cost of Common Equity to be filed.

- (c) General Property Taxes = General and Intangible Plant as defined above/ Total plant-in-Service * Total Property Taxes
- (d) General Miscellaneous Taxes = General and Intangible Plant as defined above/ Total plant-in-Service * Miscellaneous Taxes
- (v) General Plant Depreciation = Amounts in Account 403-405, 407.3 and 407.4 associated with General and Intangible Plant as defined above

d. Scheduling Costs

- (i) Scheduling Costs = Account 561 + Scheduling Revenue Credits
- (ii) Scheduling Revenue Credits (deduction to expenses) = the Schedule 1 revenues for transmission transactions not reflected in Monthly Projected Transmission System Peaks + revenues received for providing security coordinator services, reported as a credit

e. Market Monitoring Costs = sum of point accounts established by the Transmission Provider to track costs associated with market monitoring

e f. Revenue Credits (deduction to expenses) = Schedule 10 revenues for transmission transactions not reflected in Monthly Projected Transmission System Peak, reported as a credit.

3) FERC Assessment

- (a) Each year ~~GridFlorida~~ the Transmission Provider shall determine, and each Transmission Customer receiving service under the Tariff shall pay to the Transmission Provider, a pro-rata share of the total annual charge assessed by the FERC pursuant to 18 CFR Part 382, Annual Charges Under the Omnibus Budget Reconciliation Act of 1986 ("FERC Assessment Charge").

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- (b) The total FERC Assessment Charge to be paid by the Transmission Customer shall be the sum of the following:
 - (i) The product of (i) the amount of electric energy (expressed in megawatt hours) transmitted over the Transmission System of the Transmission Provider for the Transmission Customer under the Tariff during the assessment period and (ii) the applicable FERC Assessment rate as such rate appears on the appropriate FERC Statement of Annual Charges. The Transmission Customer will provide to the Transmission Provider any information needed for the calculation of such charge.
 - (ii) The pro rata share of FERC Assessment Charges identified by each Participating Owner for transmission services to Transmission Customers during the period the Participating Owner was a Transmission Provider and for which the Transmission Customer would otherwise be responsible for payment to the Participating Owner. The Participating Owner shall provide to the Transmission Provider the information necessary for the pro rata recovery of such charges from each Transmission Customer who received service during the assessment period.
- (c) The FERC Assessment Charge will normally be assessed in the year following the year in which service is provided. In the event that the Commission (or any successor agency) changes the method it utilizes to calculate the FERC Assessment Charge, the FERC Assessment Charge will be calculated in a manner consistent with such changed methodology so as to assign to the

Transmission Customer a pro rata share of the FERC Assessment Charge. The Transmission Customer shall have the obligation to pay such revised FERC Assessment Charge upon its determination by the Transmission Provider.

- (d) Transmission Customers shall pay the amount determined by the Transmission Provider within 30 days of notification of the determination of total FERC Assessment Charge. Within 30 days of receipt of payments from Transmission Customers, the Transmission Provider shall provide to each Participating Owner the FERC Assessment Charge associated with transmission service during the period the Participating Owner was a Transmission Provider.

- 4) The Transmission Provider shall maintain a set of financial statements and records in accordance with the Commission's Uniform System of Accounts.

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SCHEDULE 11

System Restoration Service

System Restoration Service is a necessary service for system reliability. System Restoration capability is an essential component of ~~GridFlorida's~~ the Transmission Provider's restoration plan and must be under the control of ~~GridFlorida~~ the Transmission Provider in order to allow orderly restoration of the Transmission System in the event of a full or partial system shut down.

1 System Restoration Service Requirements

- 1.1 ~~GridFlorida~~ The Transmission Provider will determine the amount and locations of System Restoration capability required. The System Restoration capability available to ~~GridFlorida~~ the Transmission Provider as of the commencement of operations of ~~GridFlorida~~ the Transmission Provider shall, at a minimum, consist of the existing System Restoration units of ~~Divesting Owners and POs. GridFlorida~~ POs. The Transmission Provider also will administer a procurement process for System Restoration Service. Scheduling Coordinators may offer eligible generating units to provide System Restoration Service in this process.
- 1.2 When determining System Restoration requirements, ~~GridFlorida's~~ the Transmission Provider's considerations will include the following technical requirements: (i) the location of the generating unit; (ii) the start-up time of the generating unit; (iii) the maximum response rate of the generating unit in

MW/minutes above minimum output; and (iv) maximum MW output of the unit.

2 Payments for System Restoration Service

~~GridFlorida~~ The Transmission Provider shall enter into bilateral agreements with each Scheduling Coordinator for the System Restoration generating units selected in the annual process.

3 Charges for System Restoration Service

Each Transmission Customer shall be allocated and shall pay a pro-rata share of the total payments made to suppliers of System Restoration Service each month on the basis of their total billing determinants for transmission services for the month.

4 Certification and Testing of System Restoration Resources

~~GridFlorida~~ The Transmission Provider shall establish the minimum technical standards for a generator to qualify to provide System Restoration Service and shall post these on its website.

~~GridFlorida~~ The Transmission Provider must certify generating units as eligible to provide System Restoration Service. Annually, each System Restoration generating unit will be tested by ~~GridFlorida~~ the Transmission Provider to ensure its ability to provide System Restoration Service in accordance with the terms of its agreement with ~~GridFlorida~~. ~~GridFlorida~~ the Transmission Provider. The Transmission Provider shall establish standards and procedures for annual testing. If the generating unit does not pass the annual test, the generating unit shall lose its certification and the Scheduling Coordinator shall receive no further System Restoration Service payments for that generating unit until the unit is certified by ~~GridFlorida~~ the Transmission Provider as capable of providing System Restoration Service.

ATTACHMENT A

Form Of Service Agreement For
Firm Point-To-Point Transmission Service

- 1.0 This Service Agreement, dated as of _____, is entered into, by and between _____ (the Transmission Provider), and _____ ("Transmission Customer").
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.
- 4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 6.0 The Transmission Customer hereby designates that its Scheduling Coordinator for purposes of scheduling services under this Agreement shall be:

- 7.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

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Issued On: [to be inserted]

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Transmission Customer:

8.0 The Tariff is incorporated herein and made a part hereof.

9.0 Other terms and conditions applicable to service under this Agreement are as follows:
[add any terms and conditions specific to the transaction]

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____
Name Title Date

Transmission Customer:

By: _____
Name Title Date

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**Specifications For Long-Term Firm Point-To-Point
Transmission Service**

- 1.0 Term of Transaction: _____
Start Date: _____
Termination Date: _____
- 2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

- 3.0 Point(s) of Receipt: _____
Delivering Party: _____
- 4.0 Point(s) of Delivery: _____
Receiving Party: _____
- 5.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity): _____
- 6.0 Designation of party(ies) subject to reciprocal service obligation: _____

- 7.0 Name(s) of any Intervening Systems providing transmission service: _____

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8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge: _____

8.2 System Impact and/or Facilities Study Charge(s):

8.3 Direct Assignment Facilities Charge: _____

8.4 Ancillary Services Charges: _____

8.5 Grid Management Charge and FERC Assessment: _____

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ATTACHMENT B

**Form Of Service Agreement For Non-Firm Point-To-Point
Transmission Service**

- 1.0 This Service Agreement, dated as of _____, is entered into, by and between _____ (the Transmission Provider), and _____ (Transmission Customer).
- 2.0 The Transmission Customer has been determined by the Transmission Provider to be a Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 18.2 of the Tariff.
- 3.0 Service under this Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer.
- 4.0 The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 6.0 The Transmission Customer hereby designates that its Scheduling Coordinator for purposes of scheduling services under this Agreement shall be:
- _____
- 7.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

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Transmission Provider:

Transmission Customer:

8.0 The Tariff is incorporated herein and made a part hereof.

9.0 Other terms and conditions applicable to service under this Agreement are as follows:
[add any terms and conditions specific to the transaction]

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____
Name Title Date

Transmission Customer:

By: _____
Name Title Date

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GridFlorida, Inc.
FERC Electric Tariff

Open Access Transmission Tariff
Original Sheet No. 187

ATTACHMENT C

Methodology To Assess Available Transmission Capability

To be filed by the Transmission Provider

Issued By: President of GridFlorida, Inc.

Issued On: **[to be inserted]**

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ATTACHMENT D

Methodology for Completing a System Impact Study

To be filed by the Transmission Provider

Issued By: President of GridFlorida, Inc.

Issued On: **[to be inserted]**

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ATTACHMENT E

Index Of Point-To-Point Transmission Service Customers

<u>Customer</u>	<u>Date of Service Agreement</u>
-----------------	--------------------------------------

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GridFlorida, Inc.
FERC Electric Tariff

Open Access Transmission Tariff
Original Sheet No. 190

ATTACHMENT F

**Service Agreement For
Network Integration Transmission Service**

To be filed by the Transmission Provider

Issued By: President of GridFlorida, Inc.

Issued On: **[to be inserted]**

Effective: Effective on the Date of GridFlorida Operations

ATTACHMENT G

Network Operating Agreement

To be filed by the Transmission Provider

Issued By: President of GridFlorida, Inc.

Issued On: **[to be inserted]**

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ATTACHMENT H

Annual Zonal Transmission Costs

A. Description of Calculation of Annual Zonal Transmission Costs

1. The revenue requirement to be recovered in Annual Zonal Transmission Costs shall include (i) the approved, accepted, or otherwise effective revenue requirements of the Existing Facilities of Non-Transmission-Dependent Utilities that form the Transmission Rate Zone and (ii) in accordance with Section A.2 of this Attachment H, the approved, accepted, or otherwise effective revenue requirements of the Existing Facilities of TDUs within that Transmission Rate Zone.
2. A TDU that ~~sells its Existing Facilities to the RTO~~ or signs the PO Management Agreement to transfer control of its Existing Facilities to the Transmission Provider, and that receives Network Integration Transmission Service under this Tariff for its entire load, may request compensation for its Existing Facilities under one of the two following options, provided that the TDU must make a one-time election of one of these two options for all its Existing Facilities at the time it joins the RTO. A TDU that does not turn over ownership or operational control of its facilities to the Transmission Provider, or that continues to receive network transmission service or its functional equivalent under an Existing Transmission Agreement or its functional equivalent, shall not be eligible for credits.

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a. Option 1

- i. A TDU's Existing Facilities shall be included in Annual Zonal Transmission Costs if the TDU demonstrates that such facilities (i) are integrated with the Transmission System, (ii) provide additional benefits to the Transmission System in terms of capability and reliability, and (iii) can be relied upon for the coordinated operation of the Transmission System.
- ii. A TDU electing this option must submit appropriate documentation to the Commission to show that its Existing Facilities satisfy these standards. At such time as the Commission issues a final order concluding that the standards are satisfied, the entire revenue requirement for such facilities shall be included in the Annual Zonal Transmission Costs. Any facilities that the Commission does not find satisfy the standards of this paragraph shall not be included in Annual Zonal Transmission Costs.

- b. Option 2: Commencing in the first Tariff Year of the Transmission Provider's operations, and continuing each Tariff Year during a five-year phase-in plan, an additional 20 percent of the revenue requirement of the TDU's Existing Facilities shall be included in the applicable Annual Zonal Transmission Costs.

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3. A phase-out of zonal rates for Existing Facilities shall begin in Tariff Year six of Transmission Provider operations. This phase-out will be accomplished by moving an additional 20 percent of the Annual Zonal Transmission Costs for each Transmission Rate Zone (including any revenue requirements of TDUs included in the Annual Zonal Transmission Costs) to the Annual System Transmission Costs each Tariff Year during the 6-10 year transition period. Accordingly, beginning in Tariff Year 10 of Transmission Provider operations, the Annual Zonal Transmission Costs for each Transmission Rate Zone shall be 0.

B. Revenue Requirements

The approved, accepted, or otherwise effective revenue requirement to be recovered in Annual Zonal Transmission Costs for each Transmission Rate Zone are included in Attachments H-1 to H-[] hereto. Each such Attachment includes the revenue requirement of the Existing Facilities that form the Transmission Rate Zone. Revenue credits included in the Annual Zonal Transmission Costs also are included in Attachments H-1 to H-[] hereto. The Transmission Provider shall post on its OASIS the Annual Zonal Transmission Costs calculated under Section C below for each Transmission Rate Zone, including each input in the formula under Section C.

C. Formula For Calculating Annual Zonal Transmission Costs

$$AZTC = (RR*(1-AF2)) + (TDURR*(AF1 - AF2)) + (ZRC*(1-AF2)) + EF,$$

where

AZTC = The Annual Zonal Transmission Cost for the
applicable Transmission Rate Zone.

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RR = The approved, accepted, or otherwise effective revenue requirements for the Existing Facilities that form the Transmission Rate Zone included in this Attachment H, to the extent such costs are not directly assigned to a Transmission Customer, of (i) the ~~Transmission Provider~~, ~~(ii) the~~ Participating ~~Owners and Divesting~~ Owners that are not TDUs; and ~~(iii)~~ (ii) TDUs that are Participating ~~Owners or~~ ~~Divesting~~ Owners and that have satisfied Section A.2.a.ii of this Attachment H.

TDURR = The approved, accepted, or otherwise effective revenue requirements for the Existing Facilities of all TDUs that form the Transmission Rate Zone included in this Attachment H, to the extent such costs are not directly assigned to a Transmission Customer or included in RR, provided that the revenue requirements of a TDU that does not turn over ~~ownership or~~ operational control of its facilities to the Transmission Provider, or that continues to receive network transmission service or its functional equivalent under an Existing Transmission Agreement, shall not be included in TDURR.

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AF1 = 20 percent in Tariff Year 1 of Transmission Provider operations, 40 percent in Tariff Year 2 of Transmission Provider operations, 60 percent in Tariff Year 3 of Transmission Provider operations, 80 percent in Tariff Year 4 of Transmission Provider operations, and 100 percent in each Tariff Year of Transmission Provider operations thereafter.

AF2 = 0 percent in Tariff Years 1-5, 20 percent in Tariff Year 6 of Transmission Provider operations, 40 percent in Tariff Year 7 of Transmission Provider operations, 60 percent in Tariff Year 8 of Transmission Provider operations, 80 percent in Tariff Year 9 of Transmission Provider and 100 percent in each Tariff Year of Transmission Provider operations thereafter.

ZRC = Transmission revenues from Long-Term Firm Point-to-Point Transmission Service, Short-Term Firm Point-to-Point Transmission Service, and Non-Firm Point-to-Point Transmission Service under this Tariff that terminate within the Transmission Rate Zone, calculated based on the prior year's transactions, reported as a credit.

| EF = Revenues received by the applicable ~~Divesting~~
| ~~Owner or~~ Participating Owner pursuant to
| ~~agreements that provide long-term Inter-Zonal~~
| ~~Service as defined under Attachment T, under which~~
| ~~multiple transmission charges are phased-out~~
| ~~pursuant to Attachment T~~ Existing Transmission
| Agreements, reported as a credit.

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ATTACHMENT I

Annual System Transmission Costs

A. Description of Annual System Transmission Costs

Beginning Tariff Year 1 of Transmission Provider operations, there will be Annual System Transmission Costs (i) to recover any New Transmission Investment that is not directly assigned to a Transmission Customer and (ii) that will include the costs that are moved from Annual Zonal Transmission Costs as a result of the phase-out of zonal rates for Existing Facilities. The cost of the Existing Facilities owned by a TDU or sold by the TDU to the Transmission Provider shall be included in Annual System Transmission Costs in accordance with Section C of this Attachment I.

B. Revenue Requirements

The approved, accepted, or otherwise effective revenue requirement to be recovered in the Annual System Transmission Costs for each Participating Owner ~~and Divesting Owner~~ are included in Attachments I-1 to I-[] hereto. Each such Attachment includes the New Transmission Investment that is included under this Tariff. Revenue credits included in the Annual System Transmission Costs also are included in Attachments I-1 to I-[] hereto. The Transmission Provider shall post on its OASIS the Annual System Transmission Costs calculated under Section C below, including each input in the formula under Section C.

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C. Formula For Calculating Annual System Transmission Costs

$ASTC = NTIRR + (EFRR * (AF2)) + TCS + (SZRC * (AF2)) + PC$, where

ASTC = Annual System Transmission Costs.

NTIRR = New Transmission Investment that is not directly assigned to a Transmission Customer.

EFRR = The total approved, accepted, or otherwise effective revenue requirements for Existing Facilities under this Tariff that are not directly assigned to a Transmission Customer, provided that the revenue requirements of a TDU that does not turn over ownership or operational control of its facilities to the Transmission Provider, or that continues to receive network transmission service or its functional equivalent under an Existing Transmission Agreement, shall not be included in EFRR.

AF2 = 0 percent in Tariff Year 1-5, 20 percent in Tariff Year 6 of Transmission Provider operations, 40 percent in Tariff Year 7 of Transmission Provider operations, 60 percent in Tariff Year 8 of Transmission Provider operations, 80 percent in Tariff Year 9 of Transmission Provider and 100 percent thereafter.

TCS = (a) 100 percent of the long-term firm revenues, short-term firm revenues, and non-firm revenues received by the Transmission Provider for service to Network Customers

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for Network Load not physically interconnected with the Transmission Provider under Section 31.3 and for through and out service under Section 2 of Schedule 7 or under Schedule 8, calculated based on the prior year's transactions, plus (b) revenues received for services over transmission facilities that are not from transmission service and that are not credited in revenue requirements for Existing Facilities, minus (c) any such amounts paid to a ~~Divesting Owner or~~ Participating Owner pursuant to Attachment T to reduce cost shifts resulting from elimination of multiple transmission charges under agreement that provide long-term Inter-Zonal Service, as defined in Attachment T, with the total reported as a credit.

SZRC = The sum of transmission revenues from Long-Term Firm Point-to-Point Transmission Service, Short-Term Firm Point-to-Point Transmission Service, and Non-Firm Point-to-Point Transmission Service under this Tariff that terminate within the Transmission System, summed across all Zones, calculated based on the prior year's transactions and reported as a credit.

PC = Additional revenues received by the Transmission Provider under Section 5 of Schedule 7 and Section 6 of Schedule 8.

D. Posting on OASIS

The Annual System Transmission Costs, and each component thereof listed in
Section B above, will be posted on the Transmission Provider's OASIS.

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ATTACHMENT I-1

**New Transmission Investment Revenue Requirements (NTIRR)
of the Transmission Provider**

~~A. The Transmission Provider's NTIRR will be developed for each calendar year based on projected cost data. The Transmission Provider's NTIRR will be trueed-up by June 1 of each year to reflect actual cost data for the prior calendar year.~~

~~B. New Transmission Investment Revenue Requirements of the Transmission Provider = (New Transmission Rate Base) * Return + O&M loading factor * New Transmission Plant + Taxes on New Transmission Plant + Depreciation on New Transmission Plant + Revenue Credits, where~~

~~1. New Transmission Rate Base = New Transmission Plant In Service - Accumulated Depreciation on New Transmission Plant In Service - Accumulated Deferred Income Taxes on New Transmission Plant in Service + Working Capital Associated with New Transmission Plant in Service + Plant Held For Future Use Associated with New Transmission Plant~~

~~a. New Transmission Plant = Simple average of beginning-of-year and end-of-year amounts in Accounts 350-359 placed into service after January 1, 2001~~

~~b. Accumulated Depreciation on New Transmission Plant In Service = Simple average of beginning-of-year and end-of-year amounts in FERC Accounts 108 and 111 associated with New Transmission Plant as defined above~~

~~c. Accumulated Deferred Income Taxes on New Transmission Plant in Service = Simple average of beginning-of-year and end-of-year amounts associated with New Transmission Plant as defined above in FERC Accounts 281-283, offset by Account 190~~

~~d. Working Capital Associated with New Transmission Plant = Working Capital Loading Factor * New Transmission Plant in Service~~

~~e. Working Capital Loading Factor = [to be filed]~~

~~f. Plant Held For Future Use Associated with New Transmission Plant = Simple average of beginning-of-year and end-of-year amounts in Account 105 associated with New Transmission Plant, as defined above, excluding any amounts divested by the Divesting Utilities and limited to land~~

~~2. Return = Per Book Capitalization Ratio for Long-term Debt * Cost of Long-term Debt + Per Book Capitalization Ratio for Preferred Stock Capital * Cost of Preferred Stock Capital + Per Book Capitalization Ratio for Common Equity * Cost of Common Equity~~

~~3. O&M loading factor = [to be filed]~~

~~4. Taxes on New Transmission Plant = Start-Up Rate Base * (Per Book Capitalization Ratio for Preferred Stock Capital * Cost of Preferred Stock Capital + Per Book Capitalization Ratio for Common Equity * Cost of Common Equity) * (Composite Federal and State Income Taxes Rate)/(1-Composite Federal and State Income Tax Rate)~~

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~~a. Composite Federal and State Income Tax = Federal Income Taxes Rate + State
Income Tax Rate - Federal Income Taxes Rate * State Income Tax Rate
5. Depreciation on New Transmission Plant = Amounts in Account 403-405, 407.3
and 407.4 associated New Transmission Plant as defined above
6. Revenue Credits = Revenues for conducting System Impact Studies and Facilities
Studies, reported as a credit.~~

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ATTACHMENT J

Index Of Network Integration Transmission Service Customers

<u>Customer</u>	<u>Date of Service Agreement</u>
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GridFlorida, Inc.
FERC Electric Tariff

Open Access Transmission Tariff
Original Sheet No. 205

ATTACHMENT K

Form System Impact Study Agreement

[To be filed by Transmission Provider]

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GridFlorida, Inc.
FERC Electric Tariff

Open Access Transmission Tariff
Original Sheet No. 206

ATTACHMENT L

Form Facilities Study Agreement

[To be filed by Transmission Provider]

Issued By: President of GridFlorida, Inc.

Issued On: **[to be inserted]**

Effective: Effective on the Date of GridFlorida Operations

GridFlorida, Inc.
FERC Electric Tariff

Open Access Transmission Tariff
Original Sheet No. 207

ATTACHMENT M

Form GIS Study Agreement

[To be filed by Transmission Provider]

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ATTACHMENT N

Planning Protocol

I. ~~Transmission Planning Overview.~~

This Attachment N describes the process to be used by the Transmission Provider in planning the Transmission System. Nothing in this Attachment is intended to restrict or expand existing state laws or regulatory authority ~~A. The GridFlorida Planning Process:~~

1.

The Transmission Provider ~~is~~ shall be responsible for performing the planning function for the Transmission System. ~~The~~ and shall serve as the point of contact for all market participants with respect to GridFlorida's transmission services and planning. The Transmission Provider has the ultimate responsibility and authority for developing and approving a comprehensive GridFlorida Planning Process-wide transmission plan through an annual planning process described in this Attachment. The GridFlorida planning process is an open and participatory planning process that effectuates the reliable and efficient planning of the Transmission System so as to meet the needs of all users of the Transmission System (e.g., in a non-discriminatory manner. The Transmission Provider will adopt NERC and FRCC planning standards, and Nuclear Regulatory Commission ("NRC") requirements relating to nuclear plants, in performing its planning function. The Transmission Provider also will coordinate all planning with non-Participating Owners.

~~2. The GridFlorida Planning Process involves the planning necessary for the Transmission Provider to meet the needs of all users of the Transmission System (utility generation, network generation, merchant plants, generation, IPPs, LSEs, etc-)) seeking~~

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| long-term Network Transmission Service, Point-to-Point Transmission Service or ~~Generation~~
| Generator Interconnection Service under ~~the~~ this Tariff, including planning for new interties
| with non -Participating Owners and control areas located outside of the FRCC. ~~Except as~~
| ~~provided in Section I.A.8, this includes the obligation to plan to meet all requested service~~
| ~~involving Flowgates. the Transmission System in a non-discriminatory manner. An important~~
| element of the open and participatory process is the Transmission Planning Committee
| established by the Transmission Provider.

| 3. Pursuant to Sections I.A, I.B and II, the The GridFlorida Planning Process planning
| process shall also (i) identify:
| • ~~Identify~~ and facilitate, in a timely manner, the adoption and implementation of transmission
| projects and/or potential generation alternatives that can effectively relieve congestion; (ii)
| identify • ~~Identify~~ and evaluate longer range needs and facilitate transmission projects to
| expand competitive markets, including increased intertie capacity at the interfaces; (iii)
| maintain • ~~Maintain~~ and enhance the efficiency and reliability of the Transmission System;
| (iv) consider • ~~Consider~~ whether expansion plans required to provide requested transmission
| service can be combined into a more efficient expansion plan; and (v) assess • ~~Assess~~ whether
| expansion can efficiently reduce overall Transmission System losses.

This process shall encourage and provide opportunities for meaningful, in-depth
participation by all users of the Transmission System, the FPSC and other interested parties.

In order that proposed generation and transmission projects are effectively coordinated so as
to ensure reliability and efficient congestion management, for each planning period, the

| GridFlorida ~~Planning Process~~ planning process shall include, at a minimum, timely, regular

and complete public disclosure, consistent with confidentiality requirements and information

disclosure policies, pursuant to Sections I.A.9-10 and I.B.h, of:

a. any transmission projects proposed or endorsed;

b. the underlying assumptions and data on which the proposal is based;

c. any analysis relied upon by the Transmission Provider concerning its proposed transmission plan or proposed generation alternatives offered by users of the Transmission System; and all documents supporting assumptions underlying the proposed transmission expansion plan that are challenged by users of the Transmission System in the GridFlorida Planning Process.

4. All requests for transmission service under the Tariff (i.e., requests involving Network Transmission Service, Point-to-Point Transmission Service, or Generation Interconnection Service) or requests for connection of new tie lines will be made to the Transmission Provider and posted on the OASIS in accordance with FERC policy regarding requests for transmission service.

5. The Transmission Provider shall have the ultimate responsibility for analyzing and responding to each transmission request. The Transmission Provider shall perform planning analysis for the specifics (e.g., type of long-term firm transmission service, term, reserved capacity, etc.) of the requested transaction using as input all confirmed existing long-term firm transmission obligations, the Local Area Planning Process discussed in Section I.B, the Generation Interconnection Planning Process discussed in Section I.C and the data bases discussed in Section I.D to determine the impact of the requested services on the transmission system. The results shall be documented and presented by the Transmission Provider to the transmission service requestor(s).

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- ~~6. The Transmission Provider shall also continually reassess, consistent with Section I.E.c. of the Operating Protocol, the ability of the transmission system to reliably serve on-going long-term firm transmission service obligations (e.g., integration of Network Resources with existing Network Loads and projected load growth of such Network Loads, etc.) using the data bases discussed in Section I.D.~~
- ~~7. The Transmission Provider will coordinate all transmission system planning with the planning of Non-Participating Owners.~~
- ~~8. The Transmission Provider is not obligated to plan the transmission system for non-firm or short-term firm transmission service (i.e. transmission service with a duration of less than one year). Nor is the Transmission Provider obligated to plan the transmission system for Long-Term Firm Point-to-Point and Network Service over Flowgates when the Transmission Customer declines to pursue a System Impact Study or a Facilities Study pursuant to the provisions of the Tariff. The Transmission Provider will process requests for such service in accordance with the Tariff.~~
- ~~9. The analysis performed pursuant to the GridFlorida Planning process (including potential solutions) will be provided to the transmission service requestor. Once the study is completed, the availability of that study will be posted on the OASIS. Such studies will be available (except for data designated as confidential pursuant to Section I.D hereof) upon request, subject to the payment of a nominal processing fee.~~
- ~~10. The Transmission Provider, in coordination with the users of the Transmission System, has established procedural milestones associated with the transmission expansion plan. Such procedural milestones have been established to facilitate, in an orderly and efficient manner, an opportunity for the users of the Transmission System to participate and review the~~

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~~transmission expansion plan. Exhibit N.1 to this Planning Protocol sets out such procedural milestones so as to establish an “Annual Regional Transmission Planning Process”.~~
~~It of transmission projects proposed or endorsed; the underlying assumptions and data on which the proposal is based; analysis relied upon by the Transmission Provider concerning its proposed transmission plan or proposed generation alternatives offered by users of the Transmission System; and documents supporting assumptions underlying the proposed transmission expansion plan that are challenged by users of the Transmission System in the GridFlorida planning process.~~

II. The Transmission Provider, The Transmission Planning Committee And The FRCC.

The planning function for GridFlorida shall be the responsibility of the Transmission Provider. The process for carrying out the planning of the Transmission Provider shall be collaborative with the Transmission Provider, POs, LSEs, generators, Transmission Customers, the FRCC, the FPSC and other market participants. The Transmission Provider shall be organized to engage in such planning activities as are necessary to fulfill its obligations under the PO Management Agreement and this Tariff. In exercising such authority, the Transmission Provider shall (i) receive, evaluate and respond to requests for transmission service (e.g., requests associated with Network Service, Network Resources, Network Loads and attendant new or modifications to existing points of delivery, Point-to-Point Service, and Generator Interconnection Service); and (ii) develop a comprehensive GridFlorida-wide transmission plan (hereinafter the “GridFlorida Plan”). In order to carry out this planning function, the Transmission Provider shall have the following responsibilities, set forth in more detail in subsequent Sections of this Attachment N: (i) to

calculate ATC; (ii) to develop cost-effective plans to resolve transmission constraints that inhibit requested transmission service and alleviate congestion in an efficient manner; and (iii) to create the GridFlorida Plan by integrating, evaluating, and modifying the transmission plans (refer to Exhibit N.1 of this Attachment N for timelines), and other findings from (a) studies (including but not limited to System Impact Studies and Facilities Studies), (b) plans and analyses developed by the individual POs, LSEs, and other market participants, to define transmission needs within their respective system(s), (c) plans and analyses developed by the Transmission Provider to define regional needs, and (d) Transmission Provider analyses giving consideration to information from the Transmission Planning Committee and other sources. The Transmission Provider shall make the final determination in the process, subject to the Dispute Resolution Procedures set forth in this Tariff and subject to review by the FERC or FPSC where appropriate.

There is hereby created a Transmission Planning Committee with the same member representation as the stakeholder Advisory Committee representatives. To the extent possible, representatives on the Transmission Planning Committee shall have transmission planning experience. The Transmission Provider will coordinate with the Transmission Planning Committee (i) in developing additional procedures, standards, and requirements associated with the planning process, (ii) in developing the GridFlorida Plan, including identifying matters that require resolution and possible alternatives to such matters, and (iii) other matters deemed appropriate by the Transmission Provider. The Transmission Provider shall exercise its discretion in how it utilizes the advice provided by the Transmission Planning Committee.

The FRCC's role in the reliability and planning process shall be to review and assess the plans and reliability assessment of the Transmission Provider (including POs as

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necessary), and, in coordination with NERC, develop reliability standards, and monitor and ensure compliance with such standards.

III. Calculation Of ATC.

The Transmission Provider shall be responsible for calculating ATC for the Transmission System. In calculating ATC, the Transmission Provider shall: (i) take into account transmission limits; (ii) use planning criteria compatible with operations, including the use of appropriate equipment ratings; (iii) follow the general principles set forth in the NERC documents, Transfer Capability (May 1995) and Available Transfer Capability: Definition and Determination (June 1996) and in accordance with Attachment C and O to this Tariff, as those documents may be revised from time to time; (iv) provide for projected load growth, all relevant committed transactions and their resulting power flows throughout the interconnection; and (v) use appropriate analytical tools to determine thermal, voltage, and stability constraints.

The Transmission Provider shall adhere to applicable reliability criteria of NERC and the FRCC, or successor organizations, and planning criteria consistent with the planning, design and construction standards discussed in Section IX of this Attachment N. The Transmission Provider shall also apply equipment capability ratings provided by the POs for their respective Transmission System facilities. The process to be used by the Transmission Provider to validate the ratings is discussed in Section V of this Attachment N. Disputes regarding equipment capability ratings may be resolved through the Dispute Resolution Procedures set forth in this Tariff. The Transmission Provider shall at all times comply with the procedures of this Tariff for calculating ATC.

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IV. Evaluation Of Transmission Service Requests.

The Transmission Provider shall receive, evaluate, and respond to all requests for transmission service that involve the use of the Transmission System. With respect to all such requests, the Transmission Provider shall analyze and make the determination on access to the Transmission System, including the amount of transmission service which the Transmission System can support. The Transmission Provider shall document all requests for transmission service, the disposition of those requests, and supporting data. In order to carry out this function the Transmission Provider shall consult with the transmission planning representatives of the affected POs on matters such as equipment, procedures, maintenance, reliability, and public or worker safety. The Transmission Provider shall provide the transmission planning representatives of each PO with sufficient information to model local conditions and to monitor local consequences of the Transmission Provider's decisions related to requests for transmission service.

Additionally, the Transmission Provider shall coordinate with affected POs to process requests for service involving the use of distribution facilities relating to service under this Tariff in accordance with the Agency Agreement.

V. Resolution Of Transmission Constraints.

When the evaluation of posted ATCs reveals apparent transmission constraints that would preclude a requested transaction, the Transmission Provider shall act in a manner consistent with the provisions of this Tariff.

The Transmission Provider shall follow the procedures of this Tariff when conducting studies. Upon receipt of an executed study agreement, the Transmission Provider shall form, chair, and direct the activities of an Ad Hoc Working Group that includes representatives of

all affected POs. The Ad Hoc Working Group shall develop expansion alternatives, perform the described studies, and develop the resulting options and costs, which shall be provided to the Transmission Customer by the Transmission Provider.

Each PO shall file with the Transmission Provider information regarding the physical ratings of all of its equipment in the Transmission System. This information is intended to reflect the normal and emergency ratings routinely used in regional load flow and stability analyses. In carrying out its responsibilities, the Transmission Provider shall apply ratings that have been provided by the respective POs and have been verified and accepted as appropriate by the Transmission Provider where such ratings affect the reliability of the Transmission System. When requested by the Transmission Provider, POs shall provide specific methods by which the ratings of equipment are calculated. If the Transmission Provider and the POs' respective planning representatives cannot reach agreement on a rating, the dispute shall be resolved through the Dispute Resolution Procedures set forth in this Tariff. However, the Transmission Provider shall use the ratings provided by the PO unless and until such ratings are changed through the Dispute Resolution process or by voluntary agreement with the affected PO.

VI. Development Of GridFlorida Transmission Plan.

The Transmission Provider shall develop the GridFlorida Plan, consistent with Good Utility Practice and taking into consideration long-range planning horizons, as appropriate. The Transmission Provider shall develop this plan for expected use patterns and analyze the performance of the Transmission System in meeting both reliability needs and the needs of the competitive bulk power market, under a wide variety of contingency conditions. The

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Transmission Provider shall update this plan to include projects related to interconnection service and Transmission Service.

The GridFlorida Plan will give full consideration to the transmission needs of all market participants, and identify expansions needed to support competition in bulk power markets and in maintaining reliability taking into consideration demand side options and generation alternatives to transmission expansion. This analysis and planning process shall integrate into the development of the GridFlorida Plan among other things: (i) the transmission needs identified from studies (including but not limited to System Impact Studies and Facilities Studies) carried out in connection with specific transmission service requests to the Transmission Provider; (ii) the transmission needs identified by the POs and LSEs in connection with their planning analyses to provide reliable power supply to their connected load; (iii) the transmission planning obligations of a PO, imposed by federal or state law(s) or regulatory authorities, which can no longer be performed solely by the PO following transfer of operational control of its transmission facilities to the Transmission Provider; (iv) the inputs provided by the Transmission Planning Committee; (v) the inputs, if any, provided by the FRCC and the FPSC; and (vi) the transmission needs identified by the Transmission Provider and market participants in order to expand trading opportunities, better integrate the grid and alleviate congestion in an efficient manner. As a transition mechanism, at the commencement of operation of the Transmission Provider, the Transmission Provider shall adopt and incorporate into its transmission expansion plan the most recent ten (10) year plan of all POs ~~and Divesting Owners associated with facilities that are considered part of the~~

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| ~~Transmission System, including facilities that are planned to serve Network Customers or to~~
| ~~satisfy outstanding Long-Term Firm Point-to-Point transmission service requests of the POs~~
| ~~and Divesting Owners.~~

| (a) ~~Such ten (10) year plan shall include:~~

| (i) ~~Any new generation that is identified within the planning horizon in the most recent~~
| ~~Ten Year Site Plans of the POs and Divesting Owners as filed with the FPSC prior to the~~
| ~~commencement of the first GridFlorida Annual Regional Planning Process;~~

| (ii) ~~Any new or modified facility that is within the planning horizon, that is considered~~
| ~~part of the Transmission System and / or related to a Point of Delivery associated with~~
| ~~Network Load, and that is identified in the most recent FERC Forms No. 715 of the POs and~~
| ~~Divesting Owners as filed with the FERC prior to the commencement of the first GridFlorida~~
| ~~Annual Regional Planning Process; and~~

| (iii) ~~any facility improvement necessary to meet the reliability targets established~~
| ~~pursuant to Section I.F.3 of the Transmission Provider Operating Protocol planned by a PO or~~
| ~~a Divesting Owner prior to the commencement of the Transmission Provider's operations.~~

| (b) ~~The ten year plans adopted by the Transmission Provider shall be included in the~~
| ~~Transmission Provider's initial expansion plan. To the extent that the Transmission Provider~~
| ~~subsequently determines an alternative plan exists that requires the cancellation of or delay to~~
| ~~a transmission project included in the ten year plan of a divesting owner or PO and which is~~
| ~~superior to that ten year plan, the Transmission Provider shall consult with the divesting~~
| ~~owner or PO to attempt to reach agreement on the cancellation or delay. If the Transmission~~

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~~Provider cannot reach agreement with the divesting owner or PO, the divesting owner or PO may request dispute resolution.~~

~~(e) A PO shall be entitled to recover in its revenue requirement the costs incurred with respect to any project that is cancelled pursuant to paragraph (b) above.~~

~~B. Local Area Planning Process Associated With Network Load and Existing and Confirmed Firm Point-to-Point Transmission Service:~~

~~1. The Local Area Planning Process involves an assessment and subsequent development of expansion plans associated with the Transmission System where Network Load is served and existing and confirmed Firm Point-to-Point transmission service is provided. The Local Area Planning Process shall be conducted in accordance with NERC and FRCC planning criteria, and NRC requirements relating to nuclear plants.~~

~~2. The Local Area Planning Process is performed by the Transmission Provider with participation and coordination from each LSE receiving Network Transmission Service, and confirmed and existing Point-to-Point Transmission Service reservations served by the Transmission Provider and any PO whose facilities serve the LSE in order to handle requests for new Point(s) of Delivery and to determine potential reliability problems with local area transmission systems. The Local Area Planning Process will determine alternative solutions to serve new Point(s) of Delivery and to address reliability problems found, and document results in a study report which will be presented by the Transmission Provider to the LSE(s) and to the PO(s) whose facilities serve the LSE(s). In conducting the Local Area Planning~~

~~Process, the Transmission Provider, with input from the LSE and the PO, must consider the following:~~

~~a. The need for expansion of existing facilities shall be determined by testing the ability of the existing and planned system to meet FRCC, FPSC, NERC, and NRC criteria, as applicable, as well as the GridFlorida Planning Standards then in effect.~~

~~b. Alternative solutions to the criteria violations associated with local area reliability problems shall be developed and evaluated considering economics, lifetime, feasibility, and other specifics associated with the request. As part of a request for a new Point of Delivery by an LSE, such request shall include a justification for the proposed new Point of Delivery, including an analysis of viable distribution alternatives. The Transmission Provider shall incorporate the LSE's justification into an overall evaluation of alternatives to the proposed new Point of Delivery.~~

~~c. Requests for new Points of Delivery shall be evaluated taking into consideration distribution alternatives as applicable, location of existing delivery points, transmission feasibility, economics, and other specifics associated with the request, on a comparable basis for all LSEs' existing Points of Delivery, taking into account any specific reliability needs of the LSE customer(s) served from such Point of Delivery. The Transmission Provider will make a reasonable effort to accommodate the LSE's requested alternative, based on the above criteria. Except as otherwise provided for in Section I.E below and notwithstanding any other provision of this Tariff to the contrary, upon the request of any Transmission Customer, the Transmission Provider or, where applicable a PO, shall be obligated to permit the construction~~

~~of any facilities required to establish a new Point of Delivery regardless of any distribution alternative(s) to such construction that may exist, provided that the new Point of Delivery does not adversely affect system reliability; and provided further that the requesting Transmission Customer agrees to pay Transmission Provider or the PO for the difference in costs incurred by the Transmission Provider or the PO in constructing the requested Point of Delivery and the alternative the Transmission Provider otherwise would have selected.~~

~~d. Subject to Section I.E of this document, the Transmission Provider or the PO, as applicable, consistent with the PO Agreement, shall, consistent with the GridFlorida Planning Standards, be responsible for the design, construction and operation of all facilities considered part of the Transmission System. The LSE shall be responsible for the design, construction and operation of all facilities that are part of the LSE's system. With respect to circumstances where a new Point of Delivery involves the establishment of a transmission to distribution substation or a metering point, the Transmission Provider, or the PO, as applicable, shall be responsible for the design, construction and operation of all transmission voltage level equipment in accordance with the guidelines contained in Attachment Q—Section 1 of the Tariff. The LSE(s) shall be responsible for the design, construction and operation, in accordance with the guidelines contained in Attachment Q—Section 1 of the Tariff, and in accordance with Attachment 1 to the transmission service Operating Agreement (i.e., Terms and Conditions of Service Applicable to Points of Delivery) of all of the facilities on the LSE's side of the Point of Delivery. Space shall be provided at the control house and the common ground location associated with the Point(s) of Delivery for the installation of~~

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~~equipment owned by either the Transmission Provider, LSE or PO whose facilities serve such LSE.~~

~~e. The Transmission Provider, the LSE(s) and the PO whose facilities serve such LSE(s) shall collaborate on the design and construction of the Point(s) of Delivery facilities to seek an efficient construction means, including selecting a single contractor if feasible.~~

~~f. The Transmission Provider shall, if applicable, develop procedures for the design and operation of a Point of Delivery that serves as a Point of Delivery for two or more LSEs.~~

~~g. New Point(s) of Delivery shall be designed on a basis that provides for comparable reliability to the existing Point(s) of Delivery, taking into consideration distribution alternatives as applicable, location of existing delivery points, transmission feasibility, and economics, on a comparable basis for all LSEs' existing Points of Delivery, taking into account any specific reliability needs of the LSE customer(s) (e.g. airports, hospitals, etc.) served from such Point of Delivery.~~

~~h. Specifics regarding the construction and other Point of Delivery matters relating to such new Point of Delivery facilities shall be addressed on a case-by-case basis pursuant to the contractual arrangements among the respective LSE and the Transmission Provider (and the PO if the transmission facilities that must be expanded are owned by a PO), and Attachment 1 to the Operating Agreement, which contains the Terms and Conditions of Service Applicable to Points of Delivery.~~

~~3. The analysis performed pursuant to the Local Area Planning Process (including potential solutions) will be provided to the LSE. Once the study is completed, the availability~~

~~of that study will be posted on the OASIS. Such studies will be available (except for data designated as confidential pursuant to Section I.D hereof) upon request, subject to the payment of a nominal processing fee.~~

~~4. The Transmission Provider, with the mutual agreement of a PO and/or a Divesting Owner, shall have the option of assigning the performance of the Local Area Planning function discussed in this Section I.B for the LSE(s) served by a respective PO's or Divesting Owner's transmission facilities to such PO or Divesting Owner for up to three years following the commencement of the Transmission Provider operations (the "transition period"). The results and recommendations of such Local Area Planning performed by the PO(s) or Divesting Owner(s) during the transition period will be subject to review and approval, or modification, by the Transmission Provider. The Transmission Provider shall assume the Local Area Planning Function for itself as soon as it is capable of performing the function.~~

~~C. Generation Interconnection Planning:~~

~~1. All requests for Generation Interconnection Service ("GIS") shall be submitted to the Transmission Provider for processing pursuant to Part IV of the Tariff.~~

~~2. The analysis performed pursuant to the GIS planning process (including potential solutions) will be provided to the requestor. Once the study is completed, the availability of that study will be posted on the OASIS. Such studies will be available (except for data designated as confidential pursuant to Section I.D hereof) upon request, subject to the payment of a nominal processing fee.~~

~~3. The Transmission Provider shall be authorized to act as the agent for all POs to negotiate and execute Generation Interconnection Agreements in coordination with and on behalf of the POs whose facilities are subject to a GIS request. Such POs shall have the opportunity to also execute on their own behalf such Interconnection Agreements negotiated and executed by the Transmission Provider, provided that, once the PO is provided with the opportunity to execute the agreement, failure of the PO to execute the agreement shall not impede or delay the implementation of the interconnection.~~

~~D. Creation and Maintenance of Data Bases:~~

~~1. The Transmission Provider shall develop databases (e.g. load flow, dynamic and short circuit) using information from Parts I.A, B and C as well as information from Non-Participating Owners.~~

~~2. Databases for use in the planning process delineated in this document will be developed by the Transmission Provider with data input (e.g., 10- year load growth and firm planning obligations) and coordination from the affected LSEs, POs and Non-Participating Owners. Databases are approved by the Transmission Provider, affected LSEs, POs, and Non-Participating Owners and provided to LSEs, POs and Non-Participating Owners for their participation in the planning process.~~

~~3. The Transmission Provider shall file at the FERC and make available to each PO, non-Participating Owner, LSE and transmission service requestor(s) databases as are required by FERC (e.g. Form 715).~~

~~4. Entities providing information to the Transmission Provider as part of the planning process may designate such data as being confidential commercial information, consistent with FERC policy regarding the confidentiality of commercial information. The Transmission Provider shall not make such data available to third parties without the agreement of the providing entity unless required to do so by a court or regulatory agency with jurisdiction over the Transmission Provider.~~

~~5. LSE(s), transmission service requestor(s), generation interconnection requesters and POs have an obligation to provide the requisite information to the Transmission Provider to ensure reliability and coordinated expansion plans.~~

~~E. Enhanced or Special Facilities Alternative~~

~~1. A Transmission Customer may request and the Transmission Provider shall be obligated to provide and, where applicable, to interconnect enhanced or special facilities, regardless of whether such facilities have been identified as necessary by the Transmission Provider as part of the planning process. Enhanced or special facilities ("Enhanced Facilities") shall include, but not be limited to (1) facilities requested for meeting retail customer needs; (2) facilities, including substations, switching stations, line segments, towers, poles and other facilities which the Transmission Customer determines are necessary or appropriate to support its provision of distribution services; (3) facilities to be constructed pursuant to governmental orders; (4) facilities which, although identified as necessary by Transmission Provider, are not scheduled to be in-service at the time requested by the Transmission Customer, and (5) an alternative Point of Delivery on the Transmission System. A request for Enhanced Facilities~~

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~~may be made at any time and for any reason, including but not limited to, enhanced reliability, environmental, aesthetic and other land-use planning reasons.~~

~~2. The Transmission Provider will grant the request for Enhanced Facilities, provided that each of the following conditions is met:~~

~~a. The requested Enhanced Facilities do not adversely affect system reliability; and~~

~~b. The requesting party agrees to reimburse the Transmission Provider or the applicable PO for any costs incurred by Transmission Provider and/or the PO in connection with the Enhanced Facilities, including any costs associated with placing facilities in-service prior to the time scheduled by the Transmission Provider, provided that such costs would not otherwise have been incurred by Transmission Provider and/or the PO but for the request to construct the Enhanced Facilities or to place them in service earlier than planned.~~

~~F. Expedited Construction by Transmission Customer~~

~~1. A Transmission Customer may construct a Delivery Point or Enhanced Facilities ("Expedited Facilities") itself, provided that the conditions of Section I.E.2 are satisfied, and provided that, in addition, the following conditions are met:~~

~~a. As soon as reasonably practicable after the Transmission Customer determines that it will construct Expedited Facilities itself pursuant to this Section I.F, the Transmission Customer will so inform the Transmission Provider and will provide it with conceptual plans of the facilities to be constructed.~~

~~b. At least 90 days prior to commencing construction of any Expedited Facility, the Transmission Customer shall submit its request in writing to the Transmission Provider~~

~~specifying the Enhanced Facilities, along with detailed plans for such facilities consistent with Transmission Provider Design Standards;~~

~~c. The Transmission Provider will review the detailed plans for the limited purpose of determining whether the Expedited Facilities will adversely affect system reliability. This review is not a substitute for the planning process associated with a request for service or a request to amend existing service in accordance with Parts II or III of the Tariff. The procedures applicable to requests for service under Parts II and III also must be followed to the extent placing the Expedited Facilities into service is associated with new or revised transmission service.~~

~~d. If the Transmission Provider does not conclude within thirty (30) days following the submission of the detailed plans that the Expedited Facilities will not adversely affect system reliability, the matter may be submitted to an Independent Engineer for determination. The Independent Engineer shall be an engineering firm experienced in transmission operations as mutually agreed by the Transmission Provider and the Participant. The Independent Engineer shall make its determination within sixty (60) days following its receipt of the initial submission.~~

~~e. If the Independent Engineer determines that the proposed facilities will not adversely impact system reliability the Transmission Provider will, after the time that decision becomes effective, facilitate the construction and, where applicable, the interconnection of such facilities on an expedited basis consistent with Good Utility Practice. In addition, the Transmission Provider will make any necessary filings with the Commission within 30 days~~

~~of the date the Independent Engineer's determination becomes effective pursuant to Section I.F.1.g~~

~~f. If the Independent Engineer determines that the proposed facilities will adversely affect system reliability, the Transmission Provider will not allow the Transmission Customer facilities to be interconnected with the Transmission System until the Transmission Provider is able to complete a Facilities Study and has otherwise processed the request and has determined its own plan to serve the Transmission Customer's needs, and any necessary modifications have been made to the facilities constructed by the Transmission Provider.~~

~~g. Determinations by the Independent Engineer shall become effective twenty days after issuance, unless FERC is requested to review the determination within such period. Determinations by the Independent Engineer for which FERC review has been requested shall become effective 30 days following the initial request for review unless the Commission determines that a determination should not become effective.~~

~~h. Prior to interconnecting any Expedited Facilities constructed by a Transmission Customer to the Transmission System, the Transmission Provider shall have the right to inspect such facilities to ensure that, as constructed, they will not adversely affect the reliability of the Transmission System, and the Transmission Provider may refuse to permit the interconnection until the Transmission Provider is satisfied that there will be no adverse impacts on the reliability of the Transmission System.~~

~~2. If any portion of the Expedited Facilities constructed by the Transmission Customer are of a type that would be considered part of the Transmission System based on the Line of~~

~~Demarcation established in Attachment Q of the Tariff, the Transmission Customer shall enter into the Participating Owners Management Agreement with respect to such facilities, unless Grid Florida and the Transmission Customer otherwise agree upon the terms and conditions for the transfer of title to such facilities to the Transmission Provider.~~

~~3. The Transmission Provider shall determine whether all or a portion of any Expedited Facilities that are included in the Transmission System should be treated as New Transmission Investment or whether all or a portion should be treated as Enhanced Facilities, the cost of which must be borne by the Transmission Customer pursuant to Section I.E.2.b.~~

~~4. All Expedited Facilities constructed by the Transmission Customer that are not made part of the Transmission System shall be operated by the Transmission Customer at its sole expense.~~

~~G. Planning, Design, and Construction Standards~~

~~1. The Transmission Provider shall develop standards for the planning ("the GridFlorida Planning Standards"), design ("the GridFlorida Design Standards") and construction ("the GridFlorida Construction Standards") of transmission facilities planned, designed and constructed by the Transmission Provider and, where applicable, the POs. These standards shall apply on a comparable basis to all the facilities included in the Transmission System.~~

~~2. The Transmission Provider shall phase in the GridFlorida Planning Standards, the GridFlorida Design Standards and the GridFlorida Construction Standards over a period of~~

| ~~time not to exceed five years from the commencement of the Transmission Provider~~
| ~~operations.~~

| ~~3. A Transmission Customer may request application of design and construction~~
| ~~standards higher than those established by the Transmission Provider. Such a request may be~~
| ~~made for any reason, including but not limited to, enhanced reliability, environmental,~~
| ~~aesthetic and other land-use planning reasons. Such request shall be granted, provided that~~
| ~~each of the following conditions is met:~~

| ~~a. The Transmission Customer must submit a detailed written request to the~~
| ~~Transmission Provider detailing the proposed enhanced design and construction standards.~~

| ~~b. The design and construction standards must not impair the reliability of the~~
| ~~Transmission System when compared to the GridFlorida design and construction standards.~~

| ~~c. The Transmission Customer must agree to reimburse the Transmission Provider for~~
| ~~all costs incurred by the Transmission Provider as a result of applying the higher design and~~
| ~~construction standards to the subject transmission facilities.~~

| ~~H. Transmission Expansion~~

| ~~A. If, as a result of the GridFlorida Planning Process performed pursuant to Section I,~~
| ~~it is determined that transmission facilities must be constructed, the Transmission Provider~~
| ~~shall, with participation from and coordination with any affected PO or Non-Participating~~
| ~~Owner, make a final determination as to the best available alternative, consistent with the then~~
| ~~applicable the GridFlorida Planning Standards and the GridFlorida Design Standards,~~
| ~~determined in accordance with the following factors:~~

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~~1. The Transmission Provider shall take into account the estimated costs of proposed alternatives, as well as impacts on reliability, impacts on existing firm service, and consistency with the long-term planning for the region. In order to continually provide better cost estimates, the Transmission Provider shall take into consideration the accuracy of previous cost estimates versus the actual cost of such installed transmission facilities in developing future cost estimates. Additionally, the Transmission Provider shall avoid, whenever possible, the imposition of unreasonable costs~~

~~2. The Transmission Provider shall provide oversight of the on-going costs during the engineering and planning stages as well as during the construction of facilities deemed part of the Transmission System. If as part of such oversight responsibility the Transmission Provider determines that the possibility exists that the cost of facilities planned to be constructed may exceed the estimated cost of such facilities by greater than twenty (20) percent, the Transmission Provider shall reevaluate available alternatives and advise the Transmission Planning Committee regarding any recommended variance from the initial plan.~~

~~3. If the best available alternative requires the construction of facilities by a Non-Participating Owner, the Transmission Provider shall enter into good faith negotiations to reach agreement with the Non-Participating Owner to construct the required transmission facilities or to allow the Transmission Provider to construct such facilities. If the Non-Participating Owner does not agree to such construction, the Transmission Provider shall select the next best available alternative, determined in accordance with Section II.A.~~

~~4. It must be feasible for the entity constructing the facilities to obtain all necessary permits for such construction. The cost of obtaining and complying with such permits shall be included in the cost of the facilities in determining the best available alternative. If it is not feasible to obtain the necessary permits for the best available alternative, the next best available alternative shall be selected.~~

~~5. In considering whether an alternative is the best available alternative, the Transmission Provider shall consider whether the alternative addresses congestion and whether the alternative would decrease or increase congestion.~~

~~6. The entity (i.e., the Transmission Provider or the PO) constructing the facilities must be able to have the opportunity to fully recover the reasonable cost of the facilities in rates or through other charges approved by the appropriate regulatory authority. This condition may be waived by the entity constructing the facilities.~~

~~7. The costs to be incurred by the prospective owner of the incremental facilities, the identity of which shall be determined pursuant to Section II.B., shall be taken into consideration in determining the best available alternative.~~

~~8. The Transmission Provider also shall consider market solutions, including solutions that do not require the construction of new facilities. The Transmission Provider shall take into account such market solutions in determining the best available alternative.~~

~~9. The Transmission Provider shall accommodate a Transmission Customer request to implement higher design and construction standards than those set by the Transmission~~

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~~Provider so long as the Transmission Customer has complied with the requirements in Section I relating to higher design and construction standards requests.~~

~~B. The entity that constructs and owns new transmission facilities, pursuant to the discussion in Section II.A above, shall be determined as follows:~~

~~1. If the facilities are to be added to the existing facilities of a PO, then that PO shall have the option of constructing and owning that portion of the new facilities that is to be located in its service area. If the facilities are to be added to the existing facilities of more than one PO, then each PO shall have the option of constructing and owning the facilities to be added to its existing facilities that are to be located in its service area.~~

~~2. If facilities are to be added to both the existing facilities of a PO and the Transmission Provider, the PO shall have the option of constructing and owning the facilities to be added to its existing facilities that are to be located in its service area, and the Transmission Provider shall construct and own the remaining facilities.~~

~~3. If the facilities are to be added to the existing facilities of the Transmission Provider, but do not require facilities to be added by a PO, or if an PO declines the option of constructing and owning new facilities, then the facilities will be constructed and owned by the Transmission Provider.~~

~~4. If a PO is selected to construct and own transmission facilities and that PO fails to obtain necessary permits or financing or fails to commence construction within a reasonable period of time, then the Transmission Provider shall construct and own the facilities itself.~~

~~5. Regardless of the entity selected, the new facilities shall be designed in accordance with the then applicable GridFlorida Design Standards and constructed in accordance with the then applicable GridFlorida Construction Standards, unless higher design and construction standards have been proposed and agreed to by the Transmission Provider in accordance with the higher design and construction standards request requirements in Section I, in which case the higher standards would apply. If a PO fails to comply with the then applicable Design or Construction Standards, then the Transmission Provider shall make any necessary changes, and the costs of such changes shall be recovered from the PO (which may not be collected in that PO's revenue requirement).~~ associated with facilities that are considered part of the Transmission System, including facilities that are planned to serve Network Customers or to satisfy outstanding Long-Term Firm Point-to-Point transmission service requests of the POs as delineated in Exhibit N.2 to this Attachment N.

The Transmission Provider shall seek out opportunities to coordinate or consolidate, where possible, individually defined transmission projects into more comprehensive cost-effective developments subject to the limitations imposed by prior commitments and lead time constraints. This multi-party collaborative process is designed to ensure the development of the most efficient and cost-effective GridFlorida Plan that will meet reliability needs and expand competitive markets, better integrate the grid, and alleviate congestion, while giving consideration to the inputs from all stakeholders.

The Transmission Provider shall test the GridFlorida Plan for adequacy and security based on all applicable criteria. The GridFlorida Plan shall adhere to applicable reliability

requirements of NERC, FRCC, or successor organizations, its planning criteria consistent with the planning, design and construction standards discussed in Section IX of this Attachment N. To the extent there are any disagreements with any element of the GridFlorida Plan, the dispute may be resolved through the Dispute Resolution Procedures set forth in this Tariff or by the FERC or FPSC, where appropriate. The GridFlorida Plan shall have as one of its goals the satisfaction of all regulatory requirements. That is, the Transmission Provider shall not require that projects be undertaken where it is reasonably expected that the necessary regulatory approvals for construction and cost recovery will not be obtained.

The proposed GridFlorida Plan shall include specific projects already approved as a result of the Transmission Provider entering into Service Agreements with Transmission Customers where such agreements provide for identification of needed transmission construction, its timetable, cost, and PO or other parties' construction responsibilities. Approval of the GridFlorida Plan by the Board certifies it as the Transmission Provider's plan for meeting the transmission needs of all stakeholders subject to any required approvals by federal or state regulatory authorities. The Transmission Provider shall provide, as necessary, a copy of the approved GridFlorida Plan to all applicable federal and state regulatory authorities.

~~€~~ The FPSC has the right to review the ~~studies~~ GridFlorida Plan (and supporting data) and to provide input to the Transmission Provider and POs during the decision making process as to the need for new transmission facilities. To the extent that proposed incremental facilities selected by the Transmission Provider and POs include facilities that are subject to

the FPSC's siting jurisdiction, the proposed expansion shall be submitted to the FPSC for its review and approval in accordance with the relevant statutory standards.

The Transmission Provider shall post on the OASIS and provide as required to appropriate state regulatory authorities, a five-to-ten-year (5-to-10-year) planning report representing the GridFlorida Plan. Annual reports and planning reports shall be available to interested parties upon request.

VII. Construction Of Facilities Identified by GridFlorida

For facilities that will be connected to a single PO's system, that PO shall be designated by the Transmission Provider as the party responsible to construct, own, and maintain such facilities, unless the Transmission Provider and PO otherwise agree. For facilities that will be connected between two (2) or more POs' facilities, those POs shall be designated as the parties equally responsible to construct, own, and maintain such facilities, unless such POs otherwise agree. For facilities within the GridFlorida footprint that will be connected between a PO's system and a system or systems that are not D. To the extent the FPSC (or any regulatory body) lawfully orders an LSE or PO under its jurisdiction to construct facilities that are considered part of the Transmission System, then that PO initially shall be designated as the party responsible to construct, own, and maintain such facilities unless the Transmission Provider accepts the responsibility to build such facilities if the LSE or the PO cannot, or does not desire to, do so., the PO and the non-GridFlorida party or parties otherwise agree.

E. The recovery of costs of transmission The Transmission Provider shall notify each designated PO of the PO's initial designation as the entity responsible to own and construct

| facilities ~~constructed by~~ under the GridFlorida Plan. If the designated PO notifies the
| Transmission Provider ~~or PO(s) will be in accordance with the Tariff and FERC policies. The~~
| Transmission Provider shall have the right to review all aspects of a construction project
| undertaken by a PO pursuant to this Planning Protocol, including design standards, costs, and
| that it does not wish to own and construct such facilities, alternate arrangements shall be
| identified by the Transmission Provider. Depending on the specific circumstances, such
| alternate arrangements shall include solicitation of other POs or others to take on financial
| and/or construction responsibilities. Notwithstanding the above, the schedules:

| F. ~~The~~ Transmission Provider may require a PO ~~or Divesting Owner~~, to the extent
| necessary, to apply for all necessary certificates of public convenience and necessity and
| permits for the construction of transmission facilities that will become part of the
| Transmission System, and to use ~~their~~ its power of eminent domain ~~to assist the Transmission~~
| ~~Provider in the acquisition of any necessary property rights~~, including rights of way, for the
| construction of such transmission facilities.

| ~~III. Transmission Planning Committee~~

| ~~1. No later than the date this Tariff becomes effective, The Advisory Committee shall~~
| ~~create a Transmission Planning Committee as a subcommittee of the Advisory Committee.~~

| ~~The Transmission Planning Committee shall be composed of one member from each~~
| ~~stakeholder group represented on the Advisory Committee.~~

| ~~2. The Transmission Planning Committee shall provide advice and input regarding the~~
| ~~planning process to the Transmission Provider. Further, to the extent requested by the parties~~
| ~~involved, the Transmission Planning Committee shall provide advice and possible alternatives~~
| ~~as to unresolved planning and expansion matters. In the event that such matters referred to the~~

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~~Transmission Planning Committee cannot be resolved, the matters will be resolved in accordance with the Dispute Resolution Procedures set forth in the Tariff.~~

~~IV. FRCC's and FPSC's Role In Reliability and Planning Process~~

~~A. The FRCC's role in the reliability and planning process shall be as follows:~~

~~1. The FRCC shall review and assess the plans and reliability assessment of the Transmission Provider (including POs as necessary).~~

~~2. The FRCC, in coordination with NERC, shall develop reliability standards, and monitor and ensure compliance with such standards.~~

~~B. The FPSC's role in the planning process shall be as follows:~~

~~1. The FPSC shall have the same right to participate in the planning process described in Sections I and II as any other entity, to the extent that it so chooses.~~

~~2. The creation and operation of the Transmission Provider will not affect the FPSC's ability to participate in the FRCC's review of the plans and reliability assessment of the Transmission Provider provided for in Section IV.A.1 above.~~

~~3. All proposed construction of transmission facilities subject to the FPSC's siting jurisdiction shall be submitted to the FPSC for its review and approval.~~

~~V. Coordination of the Transmission Provider with other RTOs~~

~~1. The Transmission Provider will coordinate all inter-regional planning (e.g., with a SERC RTO).~~

~~2. The Transmission Provider will develop practices to ensure the coordination of reliability and market interface practices among regions. The Transmission Provider will either develop these practices itself or in coordination with an independent entity that covers several regions or an entire interconnection. The Transmission Provider will submit a report to~~

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~~FERC on its progress in the development of coordination standards within one year of its commencement of operations. If the Transmission Provider is unable to enter into alternate arrangements under commercially reasonable terms, it shall notify the originally designated PO. In such instances, the originally designated PO shall be responsible to own and construct such facilities, provided, however, that such PO may contest its obligation to own and construct such facilities by providing the Transmission Provider notice that such PO would face undue financial burden in carrying out its construction responsibilities. Upon receiving such notice, the Transmission Provider may seek an order from the FPSC or the Commission requiring such designated PO to own and construct such facilities. The construction of any major new transmission facilities shall be competitively bid. The PO shall have the right to construct the required facilities by matching the lowest bid for construction of the required facilities.~~

The Transmission Provider shall assist the affected PO(s) or other relevant entities in justifying the need for, and obtaining certification of, any facilities required by the approved GridFlorida Plan by preparing and presenting testimony in any proceedings before state or federal courts, regulatory authorities, or other agencies as may be required.

VIII. Planning Responsibilities Of POs.

To fulfill their roles in the collaborative process for the development of the GridFlorida Plan, the POs shall assist the Transmission Provider in developing the GridFlorida Plan while taking into consideration the needs of (i) connected loads, including load growth, (ii) new customers and new generation sources within the PO's system, and (iii) known transmission service requests. However, the Transmission Provider will have the

responsibility and authority for coordinating the performance of the studies and implementing the results of such studies.

POs shall provide to the Transmission Provider necessary modeling or supporting data requested by the Transmission Provider. POs shall carry out other duties that support the objectives of the Transmission Provider planning process, the calculation of ATC, or regional reliability analyses. POs shall participate in the integration and testing of the GridFlorida Plan. POs shall serve on Ad Hoc Working Groups established by the Transmission Provider to respond to transmission service requests and other matters. In accordance with the Agency Agreement, POs may also need to calculate ATC at points of delivery to or receipt from distribution facilities, as required by the Transmission Provider.

IX. Planning And Facilities Standards And Provisions For Enhanced Facilities And Expedited Construction.

The Transmission Provider shall develop standards in collaboration with POs, LSEs, generators and other market participants for the planning, design and construction ("the GridFlorida Planning and Facilities Standards") of new facilities that are part of the Transmission System. The GridFlorida Planning and Facilities Standards shall apply on a comparable basis to all facilities included in the Transmission System, and will be phased in over a period of time not to exceed five years from the commencement of the Transmission Provider operations. A Transmission Customer may request the application of higher standards. Such a request may be made for any reason (e.g., enhanced reliability, environmental, aesthetic and other land-use planning reasons). Until such time that the GridFlorida Planning and Facilities Standards are developed, the POs' standards associated with planning, design and construction shall be followed, unless the Transmission Provider

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can demonstrate that a PO's standards are below what constitutes Good Utility Practice, in which case the Transmission Provider shall impose standards consistent with Good Utility Practice. In the event that the Transmission Provider questions the appropriateness of a PO's planning, design, or construction criteria, the matter may be resolved through the Dispute Resolution Procedures set forth in this Tariff. Until any such dispute is resolved, the PO's criteria shall govern.

A Transmission Customer may request to the Transmission Provider and the PO shall consistent with Section IX of this Attachment N be obligated to interconnect enhanced or special facilities, regardless of whether such facilities have been identified as necessary by the Transmission Provider as part of the planning process. Such request may be made at any time and for any reason (e.g., enhanced reliability, environmental, aesthetic and other land-use planning reasons). Such request will be granted, provided that (i) the requested facilities do not adversely affect system reliability; and (ii) the requesting party agrees to pay for any additional costs incurred in connection with the such facilities.

In order to meet special circumstances, a Transmission Customer may construct a delivery point or enhanced facilities itself on an expedited basis, provided such facilities meet the standards in this Section IX. As soon as reasonably practicable after the Transmission Customer determines that it will construct such facilities itself, the Transmission Customer will inform the Transmission Provider and applicable PO, and will provide them with conceptual plans of the facilities to be constructed. At least 90 days prior to commencing construction of such facility, the Transmission Customer shall submit its request to the Transmission Provider and applicable PO specifying the facilities, along with detailed plans for such facilities consistent with GridFlorida Planning and Facilities Standards. The plans

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will be reviewed for the purpose of determining whether the facilities adversely affect reliability. Prior to interconnecting any such facilities to the Transmission System, the Transmission Provider and PO shall have the right to inspect the facilities to ensure that they will not adversely affect the reliability of the Transmission System.

X. Coordination Between The Transmission Provider Operating And Planning Staffs.

The Transmission Provider planning staff shall provide support to the Transmission Provider operating staff in determining and posting ATC in accordance with Attachment O to this Tariff and in developing and reviewing operating procedures. The Transmission Provider planning staff also shall assist the operating staff by performing operational planning assessments for near-term system configurations. Within their respective time horizons, the operating and planning staffs shall have the same general responsibilities for determining whether the Transmission System can accommodate a specific transaction. The planning staff shall be responsible for all responses to requests for transmission service that require an expansion of the Transmission System.

XI. Additional Responsibilities Of The Transmission Provider.

Among other general responsibilities, the Transmission Provider shall also: (i) develop the GridFlorida Plan taking into consideration Points of Delivery principles consistent with Exhibit N.3 to this Attachment N; (ii) facilitate communications among POs, transmission customers, generation suppliers, and other stakeholders; (iii) develop databases (e.g., load flow, dynamic and short circuit) used in the planning process incorporating information provided by the applicable parties; (iv) coordinate planning with non POs and other RTOs; and (v) periodically monitor real-time data to identify emerging trends that require

| modification of planning assumptions to assure the reliable operation of the Transmission
| System in the future.

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**Exhibit N.1
To The
Planning Protocol**

Annual Regional Transmission Planning Process

~~In order to~~ To implement the transmission expansion plan, ~~procedural milestones are a~~
timeline is established as set forth below in order to effectuate an “Annual Regional
Transmission Planning Process²⁴.” The Transmission Provider will establish the date the
procedures below will commence.

~~1. In September of each year~~

1. At the time determined by the Transmission Provider, the Transmission Provider will
notify and post on the OASIS a request for data from Network Customers concerning
expected usage of the Transmission System for the next 10 years (e.g., demand/load
forecasts incorporating in such forecast the current year’s winter and summer peak
data, supply forecasts for the 10 year period (i.e., Network Resource(s)); proposals for
new interconnections, Points of Delivery, proposals for transmission system upgrades,
etc.). The Transmission Provider shall obtain similar information from
Non-Participating Owners located in the FRCC in its capacity as security coordinator
of the FRCC.

~~2. By November 1 of each year~~ In sixty days, Network Customers of the Transmission
Provider shall submit the data requested in paragraph 1.

3. A transmission customer may make a request for long-term firm transmission service
(i.e., Long-Term Firm Point-to-Point, Network Service) and/or Generation
Interconnection Service and have such request processed in accordance with the

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provisions contained in the ~~OATT~~ Tariff, at any time during the year. Such request for service will be processed based on:

- (i) the existing Transmission System;
- (ii) the ~~FTEP~~ GridFlorida Plan;
- (iii) all valid requests for long-term firm transmission service and GIS that are submitted prior to such request and which impact the processing of such request.

In addition, for each annual ~~regional~~ plan subsequent to the initial planning cycle, a confirmed request for long-term firm transmission service or GIS submitted prior to ~~November 1~~ the annual data submittal date of the Transmission Provider's Network customers will be included in the base assumptions for that year's Annual ~~Regional~~ Transmission Planning Process.

4. The Transmission Provider shall ~~conduct studies regarding~~ determine the need for incremental transmission facilities (including potential alternatives - e.g., generation additions) taking into consideration all existing and reserved long-term firm transmission service, and post the availability of such studies on the OASIS.

5. ~~By June 1 of each year~~ Seven months from the date of data submittal, the Transmission Provider shall post on its OASIS an ~~Initial Transmission Expansion~~ initial GridFlorida Plan ("ITEP") that provides for the transmission needs of the users. The posting shall invite comments on the ~~ITEP~~ initial GridFlorida Plan by interested parties, including Non Participating Owners. Such comments shall be submitted to the Transmission Provider ~~by July 1~~ in 30 days.

~~6. By July 15 of each year~~

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| 6. Two weeks after the receipt of comments, the Transmission Provider shall conduct a
| Regional Planning Conference at which all users of the Transmission System, FPSC
| and interested parties may participate in a detailed review and present their comments
| regarding the ~~FTEP~~ initial GridFlorida Plan. In developing the ~~Final Transmission~~
| ~~Expansion~~ final GridFlorida Plan ("FTEP"), the Transmission Provider shall take into
| consideration such comments relating to the ~~FTEP~~ initial GridFlorida Plan.

| ~~7. By October 1 of each year~~

| 7. Ten weeks after the Planning Conference, the Transmission Provider shall finalize the
| ~~FTEP~~ GridFlorida Plan and post it on the OASIS. The entire process will take eleven
| months from the time of the data submittal date.

| To the extent that a user of the Transmission System or the FPSC does not agree with
| the ~~FTEP~~ GridFlorida Plan, such user or the FPSC shall first raise this matter with the
| Transmission Planning Committee. Subsequently, in the event that such matter cannot
| be resolved by the Transmission Planning Committee, the matter will be resolved in
| accordance with the ~~Dispute Resolution Procedures set forth in the OATT~~ dispute
| resolution procedures in this Tariff.

Exhibit N.2
To The
Planning Protocol

Development of the Initial GridFlorida Plan

1. The initial GridFlorida Plan shall include:

 - (a) Any new generation that is identified within the planning horizon in the most recent Ten Year Site Plans of the POs as filed with the FPSC prior to the commencement of the first GridFlorida Annual Planning Process;
 - (b) Any new or modified facility that is within the ten year planning horizon, that is considered part of the Transmission System and / or related to a Point of Delivery associated with Network Load, and that is identified in the most recent FERC Forms No. 715 of the POs as filed with the FERC prior to the commencement of the first GridFlorida Annual Planning Process; and
 - (c) Any facility improvement necessary to meet the reliability targets established pursuant to Section I.D.3 of the Transmission Provider Operating Protocol planned by a PO prior to the commencement of the Transmission Provider's operations.
2. The ten year plans adopted by the Transmission Provider shall be included in the Transmission Provider's initial expansion plan. To the extent that the Transmission Provider subsequently determines an alternative plan exists that requires the cancellation of or delay to a transmission project included in the ten year plan of a PO and which is superior to that ten year plan, the Transmission Provider shall consult

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| with the PO to attempt to reach agreement on the cancellation or delay. If the
| Transmission Provider cannot reach agreement with the PO, the PO may request
| dispute resolution.

| 3. A PO shall be entitled to recover in its revenue requirement the costs incurred with
| respect to any project that is cancelled pursuant to paragraph (2) above.

Exhibit N.3
To The
Planning Protocol
Points of Delivery

The GridFlorida planning process shall consider the following in regards to Points of Delivery:

1. Alternative solutions to the criteria violations associated with local area reliability problems shall be developed and evaluated considering economics, lifetime, feasibility, and other specifics associated with the request. As part of a request for a new Point of Delivery by an LSE, such request shall include a justification for the proposed new Point of Delivery, including an analysis of viable distribution alternatives. The Transmission Provider in collaboration with the applicable PO, shall incorporate the LSE's justification into an overall evaluation of alternatives to the proposed new Point of Delivery.
2. Requests for new Points of Delivery shall be evaluated taking into consideration distribution alternatives as applicable, location of existing delivery points, transmission feasibility, economics, and other specifics associated with the request, on a comparable basis for all LSEs' existing Points of Delivery, taking into account any specific reliability needs of the LSE customer(s) served from such Point of Delivery. The Transmission Provider will make a reasonable effort to accommodate the LSE's requested alternative, based on the above criteria. Except as otherwise provided for in Section IX of this Attachment N and notwithstanding any other provision of this Tariff to the contrary, upon the request of any Transmission Customer, a PO shall be

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obligated to permit the construction of any facilities required to establish a new Point of Delivery regardless of any distribution alternative(s) to such construction that may exist, provided that the new Point of Delivery does not adversely affect system reliability; and provided further that the requesting Transmission Customer agrees to pay for the difference in costs incurred in constructing the requested Point of Delivery and the alternative the Transmission Provider otherwise would have selected.

3. Subject to Section IX of this Attachment N, the Transmission Provider in consultation with the applicable PO shall be responsible for the design and construction of all facilities considered part of the Transmission System. The LSE shall be responsible for the design, construction and operation of all facilities that are part of the LSE's system. With respect to circumstances where a new Point of Delivery involves the establishment of a transmission to distribution substation or a metering point, the Transmission Provider in consultation with the applicable PO shall be responsible for the design and construction of all transmission voltage level equipment in accordance with the guidelines contained in Attachment Q – Section 1 of the Tariff. The LSE(s) shall be responsible for the design, construction and operation, in accordance with the guidelines contained in Attachment Q – Section 1 of the Tariff, and in accordance with Attachment 1 to the transmission service Operating Agreement (i.e., Terms and Conditions of Service Applicable to Points of Delivery) of all of the facilities on the LSE's side of the Point of Delivery. Space shall be provided at the control house and the common ground location associated with the Point(s) of Delivery for the installation of equipment owned by either the LSE or PO whose facilities serve such LSE.

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- | 4. The LSE(s) and the PO whose facilities serve such LSE(s) shall collaborate on the design and construction of the Point(s) of Delivery facilities to seek an efficient construction means, including selecting a single contractor if feasible.
- | 5. The Transmission Provider in coordination with the POs shall, as applicable, develop procedures for the design and operation of a Point of Delivery that serves as a Point of Delivery for two or more LSEs.
- | 6. New Point(s) of Delivery shall be designed on a basis that provides for comparable reliability to the existing Point(s) of Delivery, taking into consideration distribution alternatives as applicable, location of existing delivery points, transmission feasibility, and economics, on a comparable basis for all LSEs' existing Points of Delivery, taking into account any specific reliability needs of the LSE customer(s) (e.g. airports, hospitals, etc.) served from such Point of Delivery.
- | 7. The Transmission System can, under some circumstances, be subject to voltage instability and collapse. An essential element in the reliability of the Transmission System is the installation of power factor correction devices (e.g., capacitor banks) that compensate for the reactive power demands at Points of Delivery (i.e., point where power exits the Transmission System). Points of Delivery should be designed and operated so that the power factor at such Points of Delivery, measured at the point where power exits the Transmission System, is between 95% lagging and 99% leading during summer peak load conditions. Further, in order to avoid transmission system over voltages, Point of Delivery power factor correction devices should be controllable so that the power factor measured at the Point of Delivery (i.e., point where power exits the Transmission System) is unity or lagging during spring or valley load

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conditions. Point of Delivery connections to the Transmission System shall meet the power factor requirements listed above. In order to assess power factor, the Point of Delivery real (kW) and reactive demands (kVar) shall be recorded at the time of the GridFlorida Transmission System summer peak load (June, July, or August) and at the minimum spring load (March, April, or May). For compliance assessment purposes, the LSE can aggregate P that are in close electrical/geographical proximity (by summing kW and kVar values). Should an LSE occasionally experiences unusually high loads outside of the summer period (e.g. 7 a.m. peak loads associated with winter cold fronts), the LSE should cooperate to the extent feasible with requests from the Transmission System operator to help support system voltage.

ATTACHMENT O

Operating Protocol

The Transmission Provider will direct the operations of, and will be responsible for the short term reliability of, the Transmission System. The Transmission Provider shall exercise its responsibilities in accordance with Good Utility Practice and shall conform to applicable reliability guidelines, policies, standards, rules, regulations, orders, license requirements and all other requirements of the NERC, FRCC and NRC or their successors and all applicable requirements of federal or state laws or regulatory authorities. The Transmission Provider also will be the Security Coordinator for all transmission facilities located in the FRCC, including transmission facilities of Non-Participating Owners.

I. ~~Types of Authority~~ TYPES OF AUTHORITY

The Transmission Provider will have ~~three~~ two types of authority over transmission facilities in the FRCC: (1) ~~direct~~ operational control ; and (2) ~~indirect control~~; and (3) Security Coordinator authority.

~~The following table summarizes each of these types of authority, which are described in more detail below:~~ A. Operational Control

1. The Transmission Provider will have operational control over all Transmission System facilities owned or leased by a PO and over which Operational Control has been ceded to the Transmission Provider in accordance with the PO Agreement.
2. "Operational Control" over facilities means that the Transmission Provider shall have the authority to order Controlled Facilities out of or

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into service by directly communicating with the PO that owns or leases the facilities. A PO may not take Controlled Facilities out of or into service without the Transmission Provider's approval, except in cases where public or employee safety is at imminent risk.

~~§ TYPES OF AUTHORITY EXERCISED BY THE TRANSMISSION~~

~~PROVIDER~~

~~§ Entity OPERATIONAL AUTHORITY Security~~

~~§ Coordinator~~

~~§ Authority Direct Control Indirect Control The Transmission Provider Yes (All facilities) Yes
POs As required by~~

~~§ the Transmission Provider As required by~~

~~§ the Transmission Provider Yes Non-Participating Owners No No Yes A. Direct Control~~

~~1. The Transmission Provider will have direct control over the following Transmission
System facilities:~~

~~a) All Transmission System facilities owned or leased by The Transmission Provider~~

~~b) All Transmission System facilities owned or leased by a PO that the Transmission Provider
has determined are needed to be under its direct control in order to perform its functions and
ensure the short-term reliability of the Transmission System.~~

~~2. The Transmission Provider shall have the ongoing authority to place any PO's
Transmission System facility under or to remove any PO's Transmission System facility from
its direct control.~~

~~3. "Direct control" over facilities means the Transmission Provider, and only the Transmission
Provider, shall have the ability to take such facilities out of or put them into service. Direct~~

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~~control over facilities owned or leased by the Transmission Provider shall be achieved either directly from the Transmission Provider control center or by direct communications from the Transmission Provider control center to the Transmission Provider employees who will manually implement the Transmission Provider's instructions. Direct control over facilities owned or leased by POs shall be achieved by sending signals from the Transmission Provider control center to the control center owned and operated by the PO and having those signals relayed automatically to the facility in a fashion that prevents the PO from interfering with such signal.~~

~~4~~ 3. Nothing in this Operating Protocol shall require a PO to turn over ~~direct control~~ Operational Control of facilities in a manner that would reasonably be expected to jeopardize the (i) continued characterization of a safe harbor lease under former Section 168(f)(8) of the Internal Revenue Code of 1954, or tax exempt status of any local furnishing bonds used to finance such facilities. Upon request by the Transmission Provider, a PO relying on this provision must produce a qualified opinion to support withholding the assertion of direct control over its facilities.

B. Indirect Control

~~1. The Transmission Provider will have indirect control over all Transmission System facilities owned or leased by a PO and over which Operational Control has been ceded to the Transmission Provider in accordance with the PO Agreement; and (2) subject to Section 7.7.3 of the PO Agreement, all other Transmission System facilities owned or leased by a PO that the Transmission Provider has determined are not needed to be under its direct control in order to perform its functions and ensure the short-term reliability of the Transmission System.~~

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~~2. "Indirect control" over facilities means that the Transmission Provider shall have the authority to order such facilities out of or into service by directly communicating with the PO that owns or leases the facilities. A PO may not take such facilities out of or into service without the Transmission Provider's approval, except in cases where public or employee safety is at imminent risk.~~

~~C. Contracting for Operations and Maintenance Services~~

~~The Transmission Provider may contract with a Divesting Owner to provide operations and maintenance services with respect to facilities transferred by the Divesting Owner to the Transmission Provider that will be subject to the Transmission Provider's direct control.~~

~~D. Security Coordinator Authority~~

The Transmission Provider shall be the Security Coordinator for all transmission facilities located within the FRCC, whether owned by the ~~Transmission Provider~~, a PO or a Non-Participating Owner. The Transmission Provider shall be a member of the FRCC. The Transmission Provider's authority as Security Coordinator shall be limited to implementation of NERC and FRCC Security Coordinator standards, policies and procedures. The Transmission Provider will be compensated by the FRCC for the costs related to The Transmission ~~Provider's~~ Provider's Security Coordinator activities, which include such functions as:

1. performance of load-flow and stability studies to anticipate, identify and address security problems.
2. exchange of transmission system security information with local and regional entities, as necessary.

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3. monitoring of real-time system operating characteristics such as the availability of reserves, actual power flows, interchange schedules, system frequency and generation adequacy.
4. performance of security analysis of the FRCC transmission system in accordance with Part III.
5. approval of maintenance schedules of transmission facilities within the FRCC.
6. coordination of transmission maintenance schedules with ~~RTO's~~ RTO's and/or transmission owners in other regions.
7. direction of actions to maintain reliability, including line loading relief in accordance with NERC and FRCC Transmission Loading Relief policy and firm load shedding.
8. ~~Participation~~ participation in daily security assessment reporting, monitoring and other details supporting the FRCC in implementation of the ~~FPSC's~~ FPSC's Generating Capacity Shortage Plan.
9. ~~Approval~~ approval of generator maintenance schedule changes to address short-term reliability and security problems in accordance with Section III.

E C. Service Level Agreements

~~1.~~ A Service Level Agreement will be developed for each existing and new generation interconnection to the Transmission System. This Agreement will identify any specific information for the generation interconnection, including standard voltage schedules, reactive support requirements, communications

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protocols, and special operating procedures, as well as the ~~generator's~~
generator's obligation to comply with redispatch instructions required for
short-term reliability. For new generation interconnections, this information
may be included in Interconnection Agreements associated with Generation
Interconnection Service, which agreements shall then constitute the necessary
Service Level Agreement.

F. D. Reliability Agreement

1. The Transmission Provider shall enter into Reliability Agreements with
each LSE or other applicable Market Participant connected to
Transmission System facilities. The Reliability Agreement will specify
reliability obligations of the LSE (or other applicable Market
Participant) to the Transmission Provider and reliability obligations of
the Transmission Provider to the LSE (or other applicable Market
Participant).

2. The obligations of the LSE (or other applicable Market Participant) to
the Transmission Provider will be primarily, but not limited to:

a) the provision of specified reserve obligations and the
compliance with procedures to provide information sufficient to
allow the Transmission Provider to continuously monitor the
required level of, and verify performance against, reserve
obligations administered by the Transmission Provider
consistent with the then-existing FRCC procedures; and

b) the provision of, and procedures for monitoring compliance

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with, reactive support requirements at each Point of Delivery

(~~"POD"~~) ("POD") (as specified in Attachment R for each ~~POD~~)

N).

3. The Transmission Provider shall provide LSEs with reliable service that is at least equivalent to the reliability of the transmission system for that LSE prior to the Transmission Provider assuming operational and planning authority. The reliability requirements shall include, but are not necessarily limited to, the following: a) the Transmission Provider shall provide reliable service such that each LSE's LSE's System Average Interruption Duration Index (SAIDI), System Average Interruption Frequency Index (SAIFI), and Customer Average Interruption Duration Index (CAIDI), attributable to the Transmission System shall be no more than the three-year average transmission SAIDI, SAIFI and CAIDI for that LSE for the three calendar years immediately preceding the creation of the Transmission Provider. It will be the responsibility of the LSE to provide customer counts and verify the calculation of its SAIDI, SAIFI and CAIDI attributable to the transmission system, which shall be done in accordance with ~~IEEE standards (IEEE P1366) as modified by the FPSC~~ FPSC requirements. Outages that are excluded in reporting requirements set forth by the FPSC (*i.e.*, those caused by named storms, tornadoes, generation shortfalls, etc.) shall also be excluded from the Transmission Provider reliability requirements. In order to calculate SAIDI and SAIFI for each

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LSE, the denominator shall be the total number of customers served by that LSE. Each LSE must furnish to the Transmission Provider during the last month of the 12 month reporting period, the number of customers served from each POD in accordance with IEEE standards. Each LSE or other applicable Market Participant has the right to enter into Enhanced Reliability Agreements with the Transmission Provider, which would guarantee reliable service over and above that provided to the LSE or Market Participant (i) prior to the Transmission Provider assuming operational and planning authority and (ii) pursuant to any improvements to reliability required pursuant to Section I.F.4 below. The LSE or Market Participant that enters into an Enhanced Reliability Agreement with the Transmission Provider shall be solely responsible to the Transmission Provider for the difference between the cost of providing standard reliability service and Enhanced Reliability Service.

4. The Transmission Provider shall be obligated to specify and provide monitoring procedures for the level of service reliability for each POD. The Transmission Provider shall provide access to the reliability data for each POD via the internet or other means for the LSEs to review reliability performance. The reliability data will include as a minimum the number of sustained outages at each POD and the duration of each outage that was caused by the transmission system. For the purpose of calculating SAIDI and SAIFI at each POD, the denominator shall be the sum of all the customers served from all of the Transmission

~~Provider's~~ Provider's PODs (total number of customers served by the Transmission Provider). After the first full 12 month period of operation, and every subsequent complete 12 month period thereafter, The Transmission Provider will meet with the representatives from any LSE that had one or more POD(s) that ranked in the worst three percent in terms of SAIFI and/or the representatives from any LSE that had one or more POD(s) that ranked in the worst three percent in terms of CAIDI and present a plan to improve the reliability at each such POD.

5. In addition, the Transmission Provider will record momentary outage events (*i.e.*, outage events less than one minute in duration or as otherwise defined by the FPSC) at any POD, and will use such data, in coordination with the PO and the LSE, to: (a) evaluate the need for any mitigation measures, and (b) prioritize the use of maintenance resources for PODs.
6. In the event that the reliability requirements set forth above are not met, the Transmission Provider shall prepare and present to the LSE a plan to correct the deficiencies and meet the reliability requirements. Should the reliability requirements not be met in any calendar year, the LSE may then refer the matter to the Transmission Planning Committee for discussion and resolution, and, if necessary, to dispute resolution procedures as specified in ~~the Transmission Provider OATT~~ this Tariff for resolution of the matter.

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~~G.~~ E. Parallel Flows

The Transmission Provider shall take any necessary steps to enter into agreements with other RTOs or transmission owners to address parallel flows.

~~H~~ F. Report on FRCC or NERC Reliability Standards

The Transmission Provider shall report to the FERC if any FRCC or NERC or other regional reliability standards interfere with the Transmission ~~Provider's~~ Provider's ability to provide reliable, nondiscriminatory transmission service.

~~I~~ G. Municipal Police Powers

Except as expressly set forth in this Tariff, ~~Municipalities~~ municipalities that are ~~Divesting Owners~~ or POs do not waive their local governmental police powers (e.g. zoning powers and rules and regulations concerning use of rights of way).

II. DETERMINATION OF TTC AND ATC

1. The Transmission Provider shall have the sole authority to determine the ATC and TTC of all commercially viable pathways for the Transmission System facilities, taking into account transmission reservations and schedules, scheduled maintenance of generation and transmission facilities, and in accordance with the FRCC ATC Coordination Procedures and NERC Standards.
2. The Transmission Provider shall initially determine the ATC and TTC for all commercially viable pathways for Transmission System facilities using the best available existing loadflow databases, consistent with transition procedures that will be documented in the FRCC ATC Coordination

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Procedures and posted on the FRCC web site.

3. The ~~Divesting Owners~~ and POs shall comply with the Transmission ~~Provider's~~
Provider's procedures in the development of the databases for the Transmission
System as required.

a) The Transmission Provider shall be responsible for reviewing and confirming the line
ratings and other data and design criteria provided to it by a PO ~~or Divesting Owner~~.

b) ~~The Transmission Provider shall be responsible for determining in the first instance the line
ratings of any Transmission System facility placed in service after the commencement of
operations of the Transmission Provider.~~

4. Any dispute between the Transmission Provider and a PO ~~or Divesting Owner~~
as to the line rating of a Transmission System facility or as to a the
Transmission Provider ATC or TTC determination shall be referred to the
Transmission Planning Committee and, if necessary, to dispute resolution
using the procedures specified in the ~~Transmission Provider OATT~~ this Tariff.
In the interim, the ~~Transmission Provider's~~ PO's determination shall control.

III. MAINTENANCE

A. Maintenance of Transmission System Facilities

1. ~~The Transmission Provider shall determine the maintenance schedules for
Transmission System facilities owned or leased by the Transmission Provider.~~

2. The POs shall on an ongoing basis submit to the Transmission Provider proposed
maintenance schedules for Transmission System facilities that they own or lease.
Such proposed schedules shall be submitted to the Transmission Provider as soon as
possible after a PO determines that such maintenance is necessary. The Transmission

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Provider shall review and approve or require revisions to the proposed maintenance schedules. Subject to the foregoing, each PO shall be responsible (at its own cost and expense) to maintain and repair the Transmission System facilities owned by each such PO.

3 2. To the extent that the Transmission Provider revises previously approved maintenance schedules for Transmission System facilities, the owner of those facilities shall be entitled to ~~include~~ compensation from the Transmission Provider for the net direct costs of such change in any rate or rate formula that it files to recover costs from the Transmission Provider. incurred as a result of a change to an accepted schedule.

4 3. The owner of a Transmission System facility may not change the previously approved maintenance schedule except upon the approval of the Transmission Provider. The owner will not be entitled to any compensation for costs incurred either as a result of a requested change approved by the Transmission Provider or as a result of the Transmission Provider refusing to approve a requested change.

5 4. All maintenance shall be performed in accordance with the applicable GridFlorida Maintenance Standards or, as provided in Section III.B.3. below, such enhanced maintenance standards as may be agreed to by the Transmission Provider and the owner of a Transmission System facility or a Transmission Customer.

B. GridFlorida Maintenance Standards

1. The Transmission Provider shall develop, in collaboration with the POs, standards for the maintenance ("the GridFlorida Maintenance Standards") for all transmission facilities ~~maintained by the Transmission Provider and, where applicable, other owners of a Transmission System facilities~~ under its control. These standards shall apply on a comparable basis to all ~~the Transmission Provider~~ transmission facilities included in the Transmission System, and will include standards for the coordinated scheduling of distribution and transmission maintenance, such that the costs incurred by the entity maintaining the distribution system will be taken into account in developing an economic transmission maintenance schedule.
2. The Transmission Provider shall phase in the GridFlorida Maintenance Standards over a period of time not to exceed five years from the commencement of the Transmission Provider operations.
3. The owner of a Transmission System facility has the right to apply Enhanced Maintenance Standards, over and above the GridFlorida Maintenance Standards, to such transmission facilities, as it may own, as long as the Enhanced Maintenance Standards do not conflict with established GridFlorida Maintenance Schedules or adversely affect system reliability. To the extent that performance of maintenance pursuant to the Enhanced Maintenance Standards results in costs in excess of the costs that would have been incurred to perform

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maintenance pursuant to the GridFlorida Maintenance Standards, the difference in costs shall not be included in that owner's revenue requirement. Additionally, a Transmission Customer may request that ~~the Transmission Provider apply~~ Enhanced Maintenance Standards be applied to transmission facilities used by the Transmission Customer; ~~but maintained by the Transmission Provider~~. The Transmission Customer requesting Enhanced Maintenance Standards shall be solely responsible to the Transmission Provider for the difference between the cost of applying Enhanced Maintenance Standards and the cost of applying ~~the~~ GridFlorida Maintenance Standards.

C. Maintenance of Transmission Facilities Owned by Non-Participating Owners

Non-Participating Owners shall on an ongoing basis submit to the Transmission Provider, operating in its Security Coordinator function, proposed maintenance schedules for transmission facilities that they own or lease. Such proposed schedules shall be submitted to the Transmission Provider as soon as possible after the Non-Participating Owner determines that such maintenance is necessary. The Transmission Provider shall review and approve or revise the proposed maintenance schedules.

D. Maintenance of Generation Facilities

1. Coordination of Annual Maintenance Schedules.

- a) LSE Schedules. Load Serving Entities (~~"LSEs"~~) ("LSEs") shall submit to the FRCC, at a time to be determined by the FRCC, annual balanced schedules of generation and load, including

wheeling out transactions, together with their annual generation maintenance schedules, which will be updated monthly. Such schedules shall balance load and generation on a daily basis, based on daily peak loads.

b) Other Generation Maintenance. Generators that are not included in the balanced schedules submitted pursuant to paragraph a) but which will have firm load obligations shall submit to the FRCC annual maintenance schedules. Such schedules shall be updated monthly.

c) Monthly and Annual Scheduling Coordination.

(1) 1. FRCC Coordination Role. The FRCC will assemble the annual schedules for the FRCC region. Based on the submitted schedules, the FRCC will determine monthly whether the aggregate reserve margins for the Transmission Provider region assure generation adequacy. The FRCC will follow its own procedures for addressing generation deficiencies.

(2) 2. The Transmission Provider Role. On a monthly basis, the FRCC will provide the Transmission Provider with the updated annual schedules for generation maintenance for the GridFlorida region. Based on these generation maintenance schedules, the Transmission Provider will determine whether such schedules will

cause noncompliance with NERC and FRCC transmission reliability criteria. In the event that the Transmission Provider determines that the submitted schedules are likely to result in a transmission criterion violation, the Transmission Provider shall post such information and, to the extent that it appears that generator-initiated adjustments will not alleviate the violation, facilitate coordination of generation maintenance schedules with any affected generation owners to alleviate such violation. In the event that voluntary action does not resolve any violation identified by the Transmission Provider, the Transmission Provider may refer to dispute resolution pursuant to the dispute resolution provisions of the Tariff any change it wishes to propose in generation maintenance schedules necessary to resolve the transmission criterion violation.

3. Near-Term Reliability and Security Problems. In the event of near-term reliability problems jeopardizing the security of the transmission system, the Transmission Provider, acting as Security Coordinator, shall have the authority, only in cases where, and to the extent that, congestion management mechanisms are insufficient, to

require near-term changes to the previously accepted maintenance schedules of generation facilities that have been designated as Network Resources by ~~Network~~ Service network customers served by the Transmission Provider, provided that the owner of the affected Network Resource shall be entitled to compensation from the Transmission Provider for the net direct costs incurred as a result of a change to an accepted schedule, and provided further that the Transmission Provider may not require the generation owner to operate its generation in a manner that is inconsistent with Good Utility Practice.

4. Changes Initiated By the LSE or Generator. An LSE or a generator whose maintenance schedule has been accepted may request a change to the schedule as follows:

- a. Changes to Annual Schedule. A request for a change that would begin at least 30 days following the date of submission of an annual schedule shall be submitted with the next monthly updated annual schedule.
- b. Short-Notice Changes. A request for a short-notice change (i.e., a change that would

begin less than 30 days following the date for submitting a monthly update to the annual schedule) shall be submitted to the Transmission Provider, which will in turn forward the request to the FRCC.

(i) i. The requested change shall be accepted unless, within the period provided for response in Exhibit O.1, ~~“Procedure”~~Procedure for Requesting Short-Notice Generator Maintenance Outage Changes,²² the Transmission Provider determines that such change will cause a transmission reliability criterion violation that cannot be relieved through congestion management mechanisms.

(ii) ii. The FRCC shall also review the request to determine whether it may cause a generation adequacy deficiency to occur. If the FRCC so determines, it shall communicate this information to the Transmission Provider and others as appropriate for the purpose of facilitating

the alleviation of such deficiency.

- c. Costs. An LSE or generator shall not be entitled to compensation for any costs incurred by the LSE or generator as a result of the acceptance or rejection of an LSE or generator-requested short-notice change.
- d. Good Utility Practice. In evaluating a requested short-notice change, the Transmission Provider may not require a generation facility to be operated in a manner that is inconsistent with Good Utility Practice.

EXHIBIT O.1
To O-1
To Operating Protocol

**Procedure for Requesting Short-Notice
Generator Notice
~~Generator~~ Maintenance Outage Changes**

I. Definitions

- A. Short-Notice Outage: Means an outage requiring the removal of a unit from service to begin less than 30 days following the date that the previous monthly update to the annual maintenance schedule was submitted.
- B. Short-Notice Outage Request (~~"Request"~~) ("Request"): Means a request for a generator Short-Notice Outage. Such request is made subsequent to the date the previous monthly update to the annual maintenance schedule was submitted, but prior to the next monthly update. This request may be for outage duration changes, additions, deletions, repositioning, or a new request.

II. Submission of Request

- A. A Request shall be submitted in writing or by electronic mail to the Transmission Provider.
- B. The Request shall provide the information listed in Appendix A [to be developed].

III. Processing of Request

- A. The Transmission Provider shall date-stamp each request upon receipt and prioritize the request for processing in the order of significance.
- B. The Transmission Provider shall initially determine whether it contains information sufficient to act on the Request. If additional information is

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- required for processing, The Transmission Provider shall notify the requesting party within five days of receipt of the Request. Within five days of the receipt of a request for additional information, the requesting party shall provide the information. Failure to provide such information will result in the Request being deemed to be withdrawn.
- C. Upon determination that the necessary information has been provided to support the Request, the Transmission Provider will immediately forward the Request to the FRCC.
- D. To the extent practicable, the Transmission Provider will confer and closely coordinate with the FRCC, and the Transmission Provider shall approve the Request unless it determines that transmission criterion violations exist that cannot be relieved through congestion management mechanisms.

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- E. The Transmission Provider shall notify the requesting party of its decision in accordance with the following table.

Submission of Request for a Change in the Start of an Outage	Submitted to the following at the Transmission Provider	Response Time by the Transmission Provider from date request is complete
More than 14 days in the future		Within 5 working days
7 to 14 days in the future		Within 3 working days
Less than 7 days in the future		Within 1 working day

- F. To the extent that the Transmission Provider reasonably anticipates that a potential generation capacity deficiency may occur, the FRCC will review any generator maintenance change request for its impact on capacity adequacy and shall, as appropriate, inform the Transmission Provider and others as appropriate of an anticipated capacity deficiency within the Transmission Provider, for purposes of facilitating a response to such concern.

~~F. To the extent that the Transmission Provider reasonably anticipates that a potential generation capacity deficiency may occur, the FRCC will review any generator maintenance change request for its impact on capacity adequacy and shall, as appropriate, inform the Transmission Provider and others as appropriate of an anticipated capacity deficiency within the Transmission Provider, for purposes of facilitating a response to such concern.~~

ATTACHMENT P

Congestion Management, Balancing Service, Operating Reserves, And Regulation

1 Overview

- 1.1 To assist the implementation of the market design set forth in this Attachment P and in other parts of the Transmission Tariff, and to provide for a timely review of the operation of that market design, the Transmission Provider will cooperate with the Advisory Committee to prepare a report for submission to the Transmission Provider's Board of Directors, 18 months after commencement of the Transmission Provider's operations, addressing the operation of the market and providing recommendations as to how, if at all, to modify the market design. The Transmission Provider will ensure that all interested parties will have the opportunity to comment on the report and propose any changes they believe are appropriate.
- 1.2 **Balanced Schedules and Inc/Dec Bids**
 - 1.2.1 Each Scheduling Coordinator must provide for each hour of the Scheduling Day hourly balanced schedules for generation and load.
 - 1.2.2 Each Scheduling Coordinator also must submit incremental and decremental energy bids ("incs" and "decs") for all resources scheduled in the Day-Ahead and Scheduling Adjustment Processes, as well as all Quick-Start Resources, whether scheduled or not. The Transmission Provider will develop a Bid Stack of incs and decs for use in congestion management and for providing Balancing Service, in accordance with this Attachment P. Energy prices and energy payments will be calculated in accordance with Section 13 hereof.
 - 1.2.3 A Scheduling Coordinator that is an Internal Control Area operator shall provide incs and decs, however, a dec for such a Scheduling Coordinator shall not be utilized to provide Balancing Service unless the Scheduling Coordinator authorizes such use. Such a Scheduling Coordinator must respond to the Transmission Provider's instructions to dispatch incs for Balancing Service on a scheduling frequency of 10 minutes, unless the Transmission Provider and the Scheduling Coordinator agree to a different scheduling frequency.
- 1.3 **Rights to Transmit Power**
 - 1.3.1 Prior to scheduling, or as part of the Day-Ahead Scheduling Process,

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each Scheduling Coordinator must acquire rights to transmission capacity on both Flowgates and non-Flowgate facilities in amounts necessary to transmit power from the Scheduling Coordinator's resources to its sinks that are included in the Scheduling Coordinator's balanced schedule.

1.3.2 Rights to transmit power on non-Flowgate facilities are obtained under Parts II and III of the Tariff or as Next-Day Buy Through Service.

1.3.3 Rights across Flowgates must be in the form of any combination of Physical Transmission Rights ("PTRs"), Recallable Transmission Rights ("RTRs"), or Non-Firm Physical Transmission Rights ("NPTRs"). The Transmission Provider shall use posted Power Transfer Distribution Factors ("PTDFs") to determine whether a schedule requires the submission of a PTR, RTR, or NPTR.

1.4 Congestion Management During the Scheduling Process

1.4.1 Congestion occurs during the scheduling process when there is insufficient transfer capacity to simultaneously implement all of the balanced schedules that Scheduling Coordinators submit to the Transmission Provider.

1.4.2 Congestion during the scheduling process shall be resolved in accordance with Section 11 hereof.

1.5 Congestion Management During Real Time Operations

1.5.1 Congestion occurs in Real Time when transmission limitations prevent an unconstrained dispatch in the Balancing Service market.

1.5.2 For purposes of this Attachment P, "Real Time" for an hour shall begin 30 minutes prior to the start of the hour. Real Time shall end at the end of the applicable hour.

1.5.3 Congestion during Real Time shall be resolved in accordance with Section 12 hereof.

2 Flowgates and Settlement Zones

2.1 Flowgates

2.1.1 A Flowgate is a single transmission facility (line or transformer) or related transmission facilities (a) that qualify(ies) for loading relief under NERC Policy 9, (b) for which the Firm Reservation Use ("FRU")

PTR requirement exceeds 80 percent of the Net Flowgate Capability ("NFC"), and (c) for which the sum of the FRU and Transmission Reserve Margin ("TRM") PTR requirement exceeds 90 percent of the NFC, at any load level studied. FRU, NFC, and TRM are defined in this Attachment P.

2.1.1.1 The identification of Flowgates shall be determined utilizing the same data bases and models utilized in the GridFlorida Planning Process. The methodology utilized to determine Flowgates shall be published on the Transmission Provider's OASIS.

2.1.1.2 All Flowgate studies shall be based upon a transmission facility configuration that includes those facilities planned and expected to be in operation during the study period. The study will include the effects of contingency analysis, Transmission Reserve Margin, and facility operating practices consistent with standard transmission facility planning studies.

2.1.2 At least annually, the Transmission Provider shall perform studies to determine whether new Flowgates should be created or whether existing Flowgates should be eliminated. The Transmission Provider may conduct additional studies when it determines that system conditions or other factors warrant such studies.

2.1.2.1 The Transmission Provider shall designate a new Flowgate as soon as reasonably practicable upon determining that congestion across a transmission line or group of transmission lines evidences usage that satisfies the standards of Section 2.1.1.

2.1.2.2 The Transmission Provider may create a new Flowgate if it determines that the planned addition of new generation or load will result in usage that satisfies the standards of Section 2.1.1.

2.1.2.3 When a new Flowgate is created or an existing Flowgate is eliminated, PTRs shall be allocated in accordance with this Attachment P.

2.1.3 Flowgates are delineated in Attachment P-1 hereto. PTRs available from the Transmission Provider across the Flowgates, and PTRs allocated pursuant to Sections 3.3.1, 3.3.2, and 3.3.3 will be posted on the Transmission Provider's OASIS.

2.2 Settlement Zones

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2.2.1 The initial Settlement Zones shall be the FPL Settlement Zone, the TEC Settlement Zone, and the FPC Settlement Zone.

2.2.2 The Transmission Provider shall add new Settlement Zones and/or amend existing Settlement Zones (a) whenever a new entity ~~divests or~~ transfers control over transmission facilities to the Transmission Provider or (b) at such other time as the Transmission Provider deems appropriate. Prior to implementing any addition or change to Settlement Zones pursuant to this Section 2.2.2 the Transmission Provider will file such addition or change with the Commission.

3 PTRs, RTRs, and NPTRs

3.1 To schedule a transaction across a Flowgate, a Scheduling Coordinator must own or control the necessary PTRs, RTRs, or NPTRs.

3.1.1 The flows a schedule produces across a Flowgate will be determined using PTDFs. PTDFs shall be calculated for all sources and sinks, and shall be expressed as the portion of a total transaction that flows across the Flowgate relative to the transaction's source(s) and sink(s). PTDFs shall be calculated using the same load flow model used for the transmission request evaluation process and shall be revised as necessary to reflect temporary transmission system topological changes.

3.1.2 The Transmission Provider will post on OASIS PTDFs relative to the Flowgates.

3.2 Calculating PTRs Available for Allocation or Auction

3.2.1 The Transmission Provider will calculate available PTRs across a Flowgate consistent with Attachment C and this Attachment P, and will account for existing and planned uses across each Flowgate.

3.2.2 The Transmission Provider will calculate the available PTRs for each Flowgate on a simultaneously feasible basis; PTRs will not exceed the capacity calculated for a Flowgate taking into account all credible contingencies.

3.2.3 The total number of PTRs across a Flowgate shall be equal to the NFC across the Flowgate.

3.2.3.1 NFC shall be equal to the Total Transfer Capability of the Flowgate plus the number of MW across the Flowgate made available due to counterflows resulting from long-term firm

transactions.

3.2.3.1.1 Total Transfer Capability ("TTC") is the maximum amount of power that can be transferred across a Flowgate in a reliable manner consistent with NERC and FRCC criteria.

3.2.3.2 NFC shall be calculated on a time-differentiated basis.

3.2.4 PTRs will be uniquely identified for a specific Flowgate.

3.3 Allocating PTRs

3.3.1 General Description of Allocation of PTRs to Existing Uses

3.3.1.1 Prior to commencement of operations, the Transmission Provider will allocate PTRs without auction to existing firm users of the Transmission System ("Existing Users") as follows:

- (a) Long-Term Firm Point-to-Point Transmission Customers of the Participating Owners ~~and Divesting Owners~~ whose transmission rights are converted to service under the Tariff shall be allocated PTRs necessary to effectuate their existing firm reservations;
- (b) Participating Owners ~~and Divesting Owners~~ that have Long-Term Firm Point-to-Point Transmission Customers whose transmission rights are not converted to service under the Tariff shall be allocated PTRs necessary to provide the Long-Term Firm Point-to-Point Transmission Service for such customers;
- (c) Long-Term Firm Point-to-Point Transmission Customers that choose to retain transmission capacity in accordance with Section ~~9.1~~ 8.1 of Attachment T shall be allocated PTRs necessary to effectuate such service;
- (d) Network Transmission Customers of the Participating Owners ~~and Divesting Owners~~ whose transmission rights are converted to service under the Tariff shall be allocated PTRs necessary to effectuate their Network Transmission Service;

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- (e) Participating ~~Owners and Divesting~~ Owners who have Network Transmission Customers whose transmission rights are not converted to service under the Tariff shall be allocated PTRs necessary to effectuate Network Transmission Service for such customers;
- (f) Participating ~~Owners and Divesting~~ Owners that will be taking Network Transmission Service from the Transmission Provider shall be allocated PTRs necessary to preserve their existing and planned uses.

3.3.1.2 Each Existing User under Section 3.3.1.1 shall have an equal right to an allocation of PTRs necessary to preserve its existing use. In the event all existing uses cannot be allocated PTRs across a Flowgate, each existing use shall receive a pro rata allocation of the PTRs available across that Flowgate, as provided in Section 3.3.2.

3.3.1.3 At the conclusion of each Annual Regional Planning Cycle, the Transmission Provider shall allocate without auction to each Network Customer ~~and to each Divesting Owner or Participating Owner serving a non-converted Network Customer that received an initial allocation of PTRs pursuant to Section 3.3.1.1~~, an additional amount of PTRs necessary to satisfy that Network Customer's load growth for the upcoming year as identified in the Annual Regional Planning Process, to the extent that such PTRs are available. PTRs also will be allocated to Network Customers at this time for new or changed Network Resources to the extent that: (i) a request for the designation was made pursuant to Section 30.2 of this Tariff or pursuant to a PO's ~~or DO's~~ transmission tariff then in effect; (ii) the Transmission Provider, or PO, ~~or DO~~, as applicable, was able to perform all necessary studies and planning in accordance with Part III of the Tariff and Attachment N-Planning Protocol or the PO's ~~or DO's~~ transmission tariff; and (iii) the facilities identified in the planning process have been constructed. To the extent that the Annual Regional Planning Process demonstrates that Network Customers require fewer PTRs, then the appropriate amount of PTRs shall be re-allocated to the auction process.

3.3.1.4 Whenever the set of Flowgates changes, PTRs will be allocated in accordance with the same rules applicable to the initial allocation of PTRs and the allocation of PTRs to entities directly assigned the costs of transmission upgrades.

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3.3.2 Specific Description of Allocation of PTRs for Firm Uses of a Flowgate

3.3.2.1 PTRs for each Flowgate shall be allocated to Existing Users under Section 3.3.1 in accordance with this Section 3.3.2.

3.3.2.2 Subject to Section 3.3.2.6, PTRs shall be allocated to an Existing User under Section 3.3.1 equal to its FRU plus its TRM. The FRU shall account for uses of a Flowgate with all of the Existing User's firm resources available. The TRM shall account for the additional use of a Flowgate when the Existing User's resource that is most sensitive to the Flowgate is unavailable and its remaining resources are economically redispatched.

3.3.2.3 The FRU of an Existing User shall be determined by multiplying (a) the Existing User's expected usage with all of the Existing User's firm resources available by (b) the applicable PTDF of the Existing User during the applicable period.

3.3.2.4 The TRM across each Flowgate of an Existing User shall be determined in accordance with this Section 3.3.2.4.

3.3.2.4.1 First, for each applicable firm transmission user in the FRCC (whether a participant or a non-participant in GridFlorida) the additional use of each Flowgate shall be determined when the firm transmission user's resource that is most sensitive to the specific Flowgate (i.e., increases the use of the Flowgate by the greatest amount) is unavailable and its remaining resources are redispatched economically (the "Unavailable Unit Impact").

3.3.2.4.2 Second, the largest Unavailable Units Impacts from two different firm transmission users shall be totaled (the sum referred to as the "Total UUI").

3.3.2.4.3 Each Existing User's TRM shall be equal to its Unavailable Unit Impact * the ratio of Total UUI to the sum of Unavailable Unit Impacts for all firm transmission users.

3.3.2.5 If the sum of FRU and TRM for an Existing User across a Flowgate is negative, the Existing User shall not be allocated PTRs across that Flowgate.

3.3.2.6 If the allocation of PTRs on a Flowgate pursuant to Sections 3.3.2.1-3.3.2.5 exceeds NFC, each Existing User's PTR allocation shall be reduced in accordance with this Section 3.3.2.6.

3.3.2.6.1 First, the FRU and TRM for each Existing User under Section 3.3.2.5 shall be set to zero.

3.3.2.6.2 Second, each other Existing User's PTRs shall be reduced by an amount equal to (a) the total number of PTRs allocated across the Flowgate pursuant to Sections 3.3.2.1-3.3.2.5 that exceed the Flowgate's NFC times (b) the ratio of (i) the Existing User's TRM across the Flowgate to (ii) the total TRM allocated to Existing Users across the Flowgate. If the total number of PTRs that must be reduced is equal to or exceeds the total TRM allocated to Existing Users across the Flowgate, the TRM of each Existing User shall be set to zero.

3.3.2.6.3 If after each Existing User's TRM is reduced to zero pursuant to Section 3.3.2.6.2 the Flowgate allocation of PTRs continues to exceed NFC, the PTRs of each Existing User shall be reduced by an amount equal to (a) the total number of remaining PTRs allocated across the Flowgate that exceed the Flowgate's NFC times (b) the ratio of (i) the Existing User's FRU across the Flowgate to (ii) the total FRU allocated to Existing Users across the Flowgate.

3.3.3 Allocating PTRs For Construction

3.3.3.1 If the Transmission Provider upgrades transmission facilities, PTRs associated with such upgraded facilities shall be allocated through the procedures under Sections 3.3.2 or 3.3.4. The timing of the annual auction procedures under Section 3.3.4 may be modified to reflect the in-service date of the new facilities.

3.3.3.2 At the request of an Eligible Customer, and in accordance with the terms of this Tariff, the Transmission Provider will ~~construct~~ cause to be constructed facilities that are planned for construction within five years of the date of such request (the "Planned Construction Date") prior to the Planned Construction Date, provided the Eligible Customer agrees to pay the additional costs associated with constructing such facilities prior to the Planned Construction Date, including the time value of money, and provided further that if due to changed circumstances such facilities would not in fact have been constructed notwithstanding the plan the Eligible Customer shall be directly assigned the entire cost of such upgrades. The Eligible Customer will receive any PTRs associated with such upgrades during the period it is directly paying for such upgrades. After that time, the Eligible Customer no longer will receive such PTRs, and the PTRs associated with such facilities will be allocated through the procedures under Sections 3.3.2 or 3.3.4.

3.3.3.3 If an Eligible Customer requests the Transmission Provider to ~~construct~~ cause to be constructed facilities that are not planned for construction within the next five years, in accordance with the terms of this Tariff the Transmission Provider will ~~construct~~ cause such facilities to be constructed, provided the Eligible Customer agrees to directly pay for such facilities. The Eligible Customer will receive any PTRs associated with such upgrades. Notwithstanding the foregoing, if at any time after the five year period following the date the Eligible Customer requested the Transmission Provider to ~~construct~~ cause such facilities to be constructed prior to the time the Transmission Provider would have included such facilities in its transmission plan, at such time that the facilities would have been placed into service under such plan the Eligible Customer no longer will be responsible to directly pay for such facilities and no longer will receive the PTRs associated with such facilities. At such time, the PTRs associated with such facilities will be allocated through the procedures under Sections 3.3.2 or 3.3.4.

3.3.3.4 If an upgrade causes the elimination of a facility as a Flowgate, during such period that the Eligible Customer is directly paying for such upgrade, the Eligible Customer shall receive a firm right to capacity of the facility. Such firm right shall entitle it to PTRs commensurate with the upgrade constructed if during the period the Eligible Customer is directly paying for the upgrade the facility is redesignated as a Flowgate.

3.3.4 Selling PTRs by Auction

3.3.4.1 At least 60 but not more than 75 days prior to the start of a Tariff Year, the Transmission Provider shall conduct an annual auction of available PTRs for each Flowgate. PTRs sold at the annual auction shall be sold in blocks which shall convey the right to schedule the use of a specific Flowgate in a specific direction for every hour of the Tariff Year. The amount of PTRs auctioned across a Flowgate on an annual basis shall be equal to the lowest seasonal available transmission capacity across the Flowgate, taking into account PTRs allocated pursuant to Sections 3.3.2 and 3.3.3 and all credible contingencies.

3.3.4.2 At least 30 but not more than 45 days prior to the start of each month, the Transmission Provider shall conduct a monthly auction of PTRs for each Flowgate. PTRs sold at the monthly auction shall be sold in blocks which shall convey the right to schedule the use of a specific Flowgate in a specific direction for every hour of the calendar month.

- (a) The amount of PTRs auctioned across a Flowgate on a monthly basis shall be equal to the lowest available transmission capacity across the Flowgate during the month, taking into account PTRs allocated pursuant to Sections 3.3.2, 3.3.3 and 3.3.4.1 and all credible contingencies.
- (b) Because available transmission capacity may increase during a month due to changes in system conditions, the Transmission Provider may also conduct auctions for blocks of PTRs that can be made available for a portion of a month. Blocks of PTRs sold at such auctions shall convey the right to schedule the use of a specific Flowgate in a specific direction for the specified hours of the calendar month.

3.3.4.3 Two days prior to the Scheduling Day, the Transmission Provider shall conduct auctions of any remaining PTRs across a Flowgate that can be made available for that Scheduling Day. PTRs will be made available through peak and off-peak blocks. Blocks of peak PTRs shall convey the right to schedule the use of a specific Flowgate in a specific direction for every hour of the peak period. Blocks of off-peak PTRs shall convey the right to schedule the use of a specific Flowgate in a specific direction

for every hour of the off-peak period. The amount of PTRs auctioned across a Flowgate on an hourly basis shall be equal to the available transmission capacity across the Flowgate during the block period, taking into account PTRs allocated to pursuant to Sections 3.3.2, 3.3.3, 3.3.4.1 and 3.3.4.2 and all credible contingencies.

- (a) Off-peak periods shall be Saturdays, Sundays, NERC-defined holidays (e.g., Thanksgiving, Christmas, New Years Day, Memorial Day, Independence Day, and Labor Day), and those hours between 11:00 p.m. eastern prevailing time and 7:00 a.m. eastern prevailing time of all other days.
- (b) Peak periods shall be all periods that are not off-peak periods.

3.3.5 Auction Procedures

3.3.5.1 Any Eligible Customer or Scheduling Coordinator may acquire PTRs through the auction process. An Eligible Customer that has not entered into a Service Agreement under the Tariff must enter into an agreement with the Transmission Provider agreeing to be bound by the terms of this Attachment P. All bidders must satisfy the creditworthiness requirements under this Tariff. A bidder may not submit bids that exceed the creditworthiness established by the Transmission Provider for that bidder.

3.3.5.2 A bidder must have access to the computer hardware, software, and communications equipment required to participate in the Transmission Provider's auctions.

3.3.5.3 Auctions shall be single-round, single clearing price auctions. The auctions for each of the Flowgates shall be conducted simultaneously.

3.3.5.4 The Transmission Provider shall post on its OASIS all information regarding an auction that is commercially significant, including the following:

- (a) the number of PTRs to be issued for each Flowgate;
- (b) the date and time prior to the commencement of the auction by which each bidder must have satisfied the

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necessary financial requirements;

- (c) the specifications for the technical equipment necessary to participate in the auction;
- (d) the date and time by which bids must be submitted, which shall be the same for all Flowgates; and
- (e) the form and format in which bids must be submitted.

3.3.5.5 A bidder must specify:

- (a) the number of PTRs the bidder desires to purchase;
- (b) the maximum price per PTR (in \$/MW) which the bidder wishes to pay for those PTRs; and
- (c) whether it is acceptable for the Transmission Provider to fulfill part of the bid, or whether the bid is submitted on an "all-or-none" basis.

3.3.5.6 Once submitted, a bid may not be cancelled or rescinded by the bidder.

3.3.5.7 For each Flowgate:

- (a) all bids received by the Transmission Provider shall be stacked in the order of highest bid to lowest bid;
- (b) the winning bids shall be determined by moving up the stack from the highest bid to the lowest bid, until the cumulative quantity of PTRs associated with these bids (the "winning bids") is greater than or equal to the total number of PTRs available;
- (c) if the last winning bid is an "all-or-none" bid that cannot be completely honored, that bid shall be rejected and removed from the stack;
- (e) the PTR clearing price for a Flowgate is the price of the last PTR allocated through the auction process for that Flowgate; and
- (d) in the event that there are multiple bids with prices equal to the PTR clearing price, and all such bids cannot be

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satisfied, each of those bids shall be awarded a pro rata share of the PTRs that remain after PTRs have been allocated to higher price bids.

3.3.5.8 The Transmission Provider shall announce the results of the auction simultaneously to all bidders, by posting on the Transmission Provider's OASIS, for each Flowgate, the quantities of PTRs awarded to each bidder and the clearing price for each Flowgate.

3.3.5.9 For each Flowgate, each winning bidder in a PTR auction shall pay the Transmission Provider the following charges:

- (a) an amount equal to the quantity of PTRs awarded to that bidder multiplied by the PTR clearing price; plus
- (b) an auction administration fee, which shall be as specified in the Tariff.

3.3.6 Allocation of Auction Revenues

Revenues received from auctions of PTRs shall be used during the true-up process of Attachment U to reduce Annual System Transmission Costs.

3.4 Secondary Market for PTRs

3.4.1 To assist in the liquidity of the secondary market for PTRs:

3.4.1.1 the Transmission Provider will post on its OASIS PTDFs for all sources and sinks and the identities of the current PTR holders;

3.4.1.2 holders of PTRs that wish to sell PTRs may post on the Transmission Provider's OASIS offers for such sales;

3.4.1.3 entities that wish to purchase PTRs may post on the Transmission Provider's OASIS offers to purchase such PTRs.

3.4.2 The entity that owns or controls a PTR may assign, sell, transfer ownership of, or transfer the right to schedule the use of, a PTR, a block of PTRs, or any portions of a block of PTRs, to any Eligible Customer or Scheduling Coordinator. The revenues from such transaction shall accrue to the entity that owned or controlled said PTRs.

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3.4.3 It shall be the responsibility of the entity owning or controlling PTRs to report to the Transmission Provider any sale of its PTRs for posting on the OASIS, and the Transmission Provider shall not accept instructions from any other entity to post a change in PTR ownership. As provided in Section 3.4.4, the ownership posted on the OASIS shall govern any disputes over the ownership of PTRs.

3.4.3.1 All purchasers and sellers of PTRs shall retain, for each Flowgate, records of the quantities of PTRs purchased or sold through secondary markets, for a period of one year following the purchase or sale of the PTRs. Such records shall be made available to the Transmission Provider upon request.

3.4.4 Other than posting reported changes of ownership on its OASIS, the Transmission Provider shall assume no role in tracking the ownership of PTRs that have been traded in secondary markets, and expressly assumes no liability for any damages resulting from disputes that arise over the right to schedule the use of a PTR. In the event that two or more Scheduling Coordinators submit schedules that assert the right to schedule the use of an identical PTR:

3.4.4.1 the Transmission Provider shall provide the Scheduling Coordinators that claim the right to use the PTR with an opportunity to resolve ownership of the PTR and resubmit their schedules;

3.4.4.2 if the Scheduling Coordinators do not resolve the conflicting claims in their revised schedules, then the Transmission Provider shall accept the schedule submitted by the entity listed on the OASIS as the owner of the PTRs. If none of the entities submitting conflicting claims is listed on the OASIS as the owner of the PTRs, the Transmission Provider shall select one of the conflicting claims using an objective, random process and notify the other Scheduling Coordinator that it must resubmit its schedule without the disputed PTRs.

3.5 RTRs

3.5.1 PTRs that are not scheduled in the Day-Ahead Scheduling Process will be made available through auction under Section 9.3.2 as RTRs, subject to the recall rights specified in Section 3.5.4.

3.5.2 The revenues from the auction of unscheduled PTRs will be used during the true-up process of Attachment U to reduce Annual System Transmission Costs, and will not be paid to the original PTR holder.

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- 3.5.3 A Scheduling Coordinator may submit alternative bids for RTRs and NPTRs. Further, a Scheduling Coordinator may specify that its bid for RTRs automatically will convert to a bid for NPTRs in the event that either (a) its bid for RTRs is not accepted or (b) it is granted RTRs which later are recalled.
 - 3.5.4 The original entity that owned or controlled a PTR auctioned pursuant to Section 3.5.1 may recall the PTR and schedule the PTR during the Schedule Adjustment Process up to 120 minutes prior to the applicable hour. A PTR auctioned under Section 3.5.1 that is not recalled by 120 minutes prior to the hour shall be non-recallable after that time.
 - 3.5.5 RTRs across a Flowgate shall be considered recalled first from those Scheduling Coordinators that purchased the RTRs across the Flowgate during the Schedule Adjustment Process, on a last-in, first-out basis. RTRs next shall be considered recalled from those Scheduling Coordinators that provided the lowest bids for RTRs across said Flowgate during the Day-Ahead Scheduling Process. In the event of a tie, RTRs shall be considered recalled on a pro rata basis from the Scheduling Coordinators in a tie, provided that RTRs shall be considered recalled first from any such Scheduling Coordinator that bid on an “all-or-none” basis.
 - 3.5.6 If a RTR is recalled by the original PTR holder, the applicable RTR holder shall be refunded all amounts paid to obtain such RTR. Upon learning that its RTR was recalled, the RTR holder shall adjust its schedules to satisfy the balanced schedule requirement prior to the hour.
- 3.6 NPTRs
- 3.6.1 The Transmission Provider shall make NPTRs available from additional transfer capability that it reasonably anticipates across one or more Flowgates and through the redispatch of incs and decs at the request of a Scheduling Coordinator.
 - 3.6.2 NPTRs will be made available on an hourly basis in accordance with this Attachment P.
 - 3.6.3 Requests for NPTRs may be made in the Day-Ahead Scheduling Process, and may be made on an “all-or-none” basis. Such request must include a maximum price that the requestor is willing to pay for the NPTR.
 - 3.6.4 The cost of redispatch applicable to NPTRs for an hour across a

Flowgate shall be calculated after the Transmission Provider no longer accepts schedule changes for that hour (except as provided in Section 9.4.3, 30 minutes prior to the applicable hour).

3.6.4.1 At that time, the Transmission Provider shall determine the incs and decs necessary to provide redispatch to accommodate requests for NPTRs across the Flowgate, taking into account the additional Net Flowgate Capability the Transmission Provider reasonably anticipates across the applicable Flowgate.

3.6.5 The hourly price of each NPTR across a Flowgate shall be determined by dividing the total redispatch cost, if any, to provide NPTRs across the Flowgate for the hour by the total number of NPTRs provided across that Flowgate during that hour, including the number of NPTRs provided from the additional Net Flowgate Capability the Transmission Provider reasonably anticipates across the applicable Flowgate.

3.6.5.1 There shall be no costs associated with the additional Net Flowgate Capability the Transmission Provider reasonably anticipates across the Flowgate.

3.6.6 NPTRs across a Flowgate shall be allocated first to Scheduling Coordinators with the highest bids. In the event all requests for NPTRs across a Flowgate cannot be satisfied, NPTRs shall be allocated to Scheduling Coordinators that submitted the same lowest accepted bid on a pro rata basis based on the number of NPTRs across the Flowgate requested, provided that such Scheduling Coordinators that requested NPTRs on an "all-or-none" basis shall not be allocated NPTRs.

3.6.6.1 In no event shall NPTRs be granted for an hour to a Scheduling Coordinator that submits a bid for such service that is less than the hourly price to provide such service for that hour.

3.6.7 An Eligible Customer or Scheduling Coordinator that schedules a transaction that creates a counterflow across a Flowgate shall be allocated NPTRs equal to the number of MW of congestion cleared on the Flowgate as a result of the counterflow. The NPTRs allocated under this Section 3.6.7 shall be valid only at such times as the counterflow actually is occurring. If the scheduled counterflow is cancelled prior to Real Time, the NPTR shall be cancelled and the NPTR holder must submit a new balanced schedule. In the event that a scheduled counterflow does not materialize in Real Time, the Scheduling Coordinator that scheduled the counterflow shall be responsible for any congestion costs associated with replacing the counterflow transaction.

4 Reservation of Transmission Capacity for Non-Flowgate Facilities

- 4.1 A Scheduling Coordinator must obtain transmission capacity for the use of non-Flowgate facilities required for its transaction. This transmission capacity shall be obtained pursuant to Parts II and III of the Tariff or as Next-Day Buy Through Service.
- 4.2 A Scheduling Coordinator that has entered into a Service Agreement under this Tariff may request Next-Day Buy Through Service for one or more hours at the same time it submits its balanced day-ahead schedule. Next-Day Buy Through Service will be made available on an hourly basis in accordance with this Attachment P.
- 4.3 Next-Day Buy Through Service shall be available from transmission capability on Non-Flowgate Facilities in excess of that needed for reliable service under Parts II and III of the Tariff, and through redispatch as provided in this Attachment P.
- 4.4 A request for Next-Day Buy Through Service shall include a maximum redispatch price that the requestor is willing to pay for such service in each hour it requests service, and may be made on an "all-or-none" basis. Such a request also must include either (a) a designated Point of Receipt and Point of Delivery or (b) the designation of the Network Load that will be served by Next-Day Buy Through Service, and the resource that will be used to serve the Network Load using Next-Day Buy Through Service. To the extent that a Scheduling Coordinator has not otherwise obtained sufficient rights to transmission across non-Flowgate facilities, and has not made a specific request for Next-Day Buy Through Service, the Scheduling Coordinator shall be deemed to have submitted a request for Next-Day Buy Through Service at the same time that it submits its balanced schedule, with no limit on the amount it is willing to pay for redispatch service.
- 4.5 The cost of redispatch applicable to Next-Day Buy Through Service for an hour shall be calculated after the Transmission Provider no longer accepts schedule changes for that hour (except as provided in Section 9.4.3, 30 minutes prior to the applicable hour).
 - 4.5.1 At that time, the Transmission Provider shall determine the incs and decs necessary to provide redispatch to accommodate requests for Next-Day Buy Through Service.
- 4.6 Next-Day Buy Through Service shall be allocated first to Scheduling Coordinators that submitted the highest redispatch prices for the hour. In the event all requests for Next-Day Buy Through Service for the hour across constrained non-Flowgate facilities cannot be satisfied, Next-Day Buy

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Through Service shall be allocated to Scheduling Coordinators that submitted the same lowest accepted redispatch price for the hour on a pro rata basis based on the number of MW of service across the non-Flowgate facilities requested by the Scheduling Coordinators, provided that such Scheduling Coordinators that requested Next-Day Buy Through Service on an "all-or-none" basis for the hour shall not be allocated Next-Day Buy Through Service.

4.6.1 In no event shall Next-Day Buy Through Service be granted for an hour to a Scheduling Coordinator that submits a bid for such service that is less than the hourly price of redispatch to provide such service for that hour.

4.7 The hourly charge for Next-Day Buy Through Service shall be the sum of the following:

4.7.1 The hourly redispatch cost, if any, incurred to provide the Next-Day Buy Through Service, calculated by Settlement Zone and allocated to the purchasers of such service in the Settlement Zone.

4.7.1.1 The cost of redispatch to accommodate Next-Day Buy Through Service in a Settlement Zone in an hour shall be equal to the net cost of redispatch scheduled by the Transmission Provider for the hour for such service in such Settlement Zone.

4.7.2 A transmission access charge, if applicable.

4.7.2.1 A Scheduling Coordinator using Next-Day Buy Through Service to serve designated Network Load will not be subject to a transmission access charge.

4.7.2.2 A Scheduling Coordinator using Next-Day Buy Through Service to serve a Point of Delivery, i.e., other than service to the Scheduling Coordinator's designated Network Load, shall pay:

- (i) For service to a Point of Delivery within a Transmission Rate Zone, including to a TDU or other load serving entity that does not join GridFlorida but is located within a Transmission Rate Zone, $1/4160$ of the Zonal Rate provided in Schedule 7, multiplied by the number of MW of such Next-Day Buy Through Service provided to the Scheduling Coordinator during the hour.
- (ii) For service that is not provided to a Point of Delivery within a Transmission Rate Zone, $1/4160$ of the

Through And Out Rate provided in Schedule 7, multiplied by the number of MW of such Next-Day Buy Through Service provided to the Scheduling Coordinator during the hour.

- (iii) In addition to the applicable charges pursuant to (i) and (ii), 1/4160 of the System-Wide Rate, multiplied by the total number of MW of Next-Day Buy Through Service provided to the Scheduling Coordinator during the hour.

4.7.3 All other charges applicable to transmission service under the Tariff.

- 4.8 The treatment of Next-Day Buy Through Service when congestion occurs on non-Flowgate facilities during Real Time operations is described in Section 12.2 hereof.

5 Regulation and Frequency Response Service

- 5.1 Two days before the Scheduling Day, the Transmission Provider and Internal Control Areas shall determine the amount of MWs needed to provide Regulation Service for each hour of the Scheduling Day based upon forecasted loads. The Transmission Provider will on a load ratio share basis allocate MW requirements for Regulation Service to each Scheduling Coordinator within the Transmission Provider's Control Area. Each Internal Control Area will on a load ratio share basis allocate MW requirements for Regulation Service to each Scheduling Coordinator within the Internal Control Area.
- 5.2 A Scheduling Coordinator serving load in the Transmission Provider's Control Area may (i) purchase Regulation Service from the Transmission Provider pursuant to this Tariff, (ii) self-schedule Regulation Service from generating units located within the Transmission Provider's Control Area, whether through bilateral agreements or from generating units owned by the Scheduling Coordinator, and/or (iii) dynamically schedule generating units into the Scheduling Coordinator's Control Area and self-schedule Regulation Service from those units. A generating unit providing Regulation Service in the Transmission Provider's Control Area, whether such service is self-scheduled or purchased under this Tariff, shall be available for control by the Transmission Provider during the hours the unit is providing Regulation Service, within the regulating range being used to provide Regulation Service.
- 5.3 Except as provided in Section 5.4, a Scheduling Coordinator serving load in an Internal Control Area may (i) purchase Regulation Service from the Transmission Provider pursuant to this Tariff, (ii) self-schedule Regulation Service from generating units located within the Internal Control Area, whether through bilateral agreements or from generating units owned by the

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Scheduling Coordinator, (iii) dynamically schedule generating units into the Internal Control Area and self-schedule Regulation Service from those units, and/or (iv) dynamically schedule its load out of the Internal Control Area to the Transmission Provider's Control Area. A generating unit providing Regulation Service in an Internal Control Area, whether such service is self-scheduled or purchased under this Tariff, shall be available for control by the Internal Control Area during the hours the unit is providing Regulation Service, within the regulating range being used to provide Regulation Service.

- 5.4 A Scheduling Coordinator that is an Internal Control Area must self-supply Regulation Service, using its own resources or through bilateral contracts. To the extent a generating unit is being used by a Scheduling Coordinator that is an Internal Control Area to self-supply Regulation Service, including though a bilateral contract, such generating unit shall not be subject to the control of the Transmission Provider.
- 5.5 A Scheduling Coordinator may purchase Regulation Service under this Attachment P only for loads in the Transmission Provider's Control Area or an Internal Control Area. Until such time as a market for Regulation Service is put into effect that will satisfy the Transmission Provider's obligation to act as provider of last resort for such service, the Transmission Provider will satisfy its obligation to provide Regulation Service hereunder through agreements with ~~Divesting Owners and~~ Participating Owners. The Transmission Provider also may enter into agreements with third parties to offer Regulation Service hereunder.
- 5.5.1 The rates for Regulation Service shall reflect a pass-through of the costs incurred under the agreements entered into by the Transmission Provider pursuant to Section 5.5. Capacity rates shall be calculated on an average basis, i.e., the same capacity rate shall apply for all Regulation Service provided by the Transmission Provider during an hour.
- 5.5.2 Rates under the agreements entered into by the Transmission Provider pursuant to Section 5.5 will be effective only if they are accepted by the Commission or pursuant to a tariff accepted by the Commission.
- 5.5.3 A Scheduling Coordinator providing Regulation Service shall be paid, or pay for, energy produced or consumed in accordance with Section 13.
- 5.6 The Transmission Provider may establish locational or deliverability requirements for resources to be eligible to provide Regulation Service.

[SECTIONS 5.7 THROUGH 5.10 ARE NOT CURRENTLY IN EFFECT.]

5.7 *Scheduling Coordinators may submit bids to provide Regulation Service based on the dispatch points for resources specified in their schedules. Bids submitted by Scheduling Coordinators shall specify the following: (i) number of MWs available for Regulation Service (i.e., the regulating range); (ii) \$/MW bid; (iii) MW/minute capability; and (iv) \$/MWh bid for incs and decs. Bids may include multiple generating units if the multiple units may be operated as a single unit and if such units have been pre-qualified by the Transmission Provider for such bidding, provided that a generating unit may only be bid as part of one group.*

5.7.1 *Scheduling Coordinators only may bid generating units located in the Transmission Provider's Control Area into the Regulation Service market.*

5.7.2 *The Transmission Provider will develop an annual certification test for each generating unit offering Regulation Service.*

5.8 *In the Day-Ahead Scheduling Process, a Scheduling Coordinator may simultaneously offer the same resource capacity into any or all of the Ancillary Services markets for which the resource is capable of providing service. The Scheduling Coordinator may specify different capacity bids with a common associated energy bid curve from a single resource or from a portfolio of resources for each of the Ancillary Services.*

5.9 *Bids to provide Regulation Service that are not selected in the Day-Ahead Scheduling Process, and that are associated with capacity that is not otherwise utilized by the Scheduling Coordinator or for other services under this Tariff, shall be considered available until withdrawn by the Scheduling Coordinator. Further, Scheduling Coordinators may submit additional bids to provide Regulation Service at any time during the Schedule Adjustment Process, provided that such bids shall not affect the bids selected during the Day-Ahead Scheduling Process, and provided further that the Transmission Provider has adequate time to incorporate such bids into the bidding process.*

5.9.1 *The Transmission Provider may call upon such bids whenever the availability of Regulation Service is insufficient at a particular time.*

5.9.2 *When a Scheduling Coordinator's bid is called on under this Section 5.9.2, the Scheduling Coordinator will be paid its availability bid price. The Scheduling Coordinator also shall be paid (pay) for energy produced (consumed) in accordance with Section 13.*

5.10 *A Scheduling Coordinator that did not self-supply its full Regulation Service*

requirement shall pay (a) the market clearing capacity price for Regulation Service for each MW of Regulation Service that it did not self-supply, and (b) for energy associated with Regulation Service in accordance with Section 13.]

6 Operating Reserves

- 6.1 The FRCC will establish minimum operating reserve (Spinning Reserves and Supplemental Reserves) requirements for Florida. The FRCC will allocate the Spinning Reserve and Supplement Reserve requirements to Control Areas, treating the Transmission Provider and Internal Control Areas as one Control Area. The Transmission Provider will allocate its share of Spinning Reserves and Supplemental Reserves to all Scheduling Coordinators in a manner consistent with the FRCC's allocation to Control Areas, provided that the Transmission Provider will not allocate Spinning and Supplemental Reserves to a Scheduling Coordinator that is a Control Area if the FRCC allocated such requirements directly.
- 6.2 When Scheduling Coordinators submit their balanced schedules, each Scheduling Coordinator must inform the Transmission Provider what portion (all, some, or none) of the Scheduling Coordinator's operating reserves obligation that the Scheduling Coordinator will self-provide, using its own resources or through bilateral contracts. The Scheduling Coordinator must identify the specific resources the Scheduling Coordinator will use to self-provide operating reserves, and the amount of such resources that satisfy its Spinning Reserves requirement. A Scheduling Coordinator may utilize demand side management to satisfy operating reserves to the extent consistent with FRCC rules. The Scheduling Coordinator will purchase from the Transmission Provider the portion of its operating reserves requirements that it does not self-provide.
- 6.3 Until such time as a market for operating reserves is put into effect that will satisfy the Transmission Provider's obligation to act as provider of last resort for such services, the Transmission Provider will satisfy its obligation to provide operating reserves hereunder through agreements with ~~Divesting Owners and~~ Participating Owners. The Transmission Provider also may enter into agreements with third parties to offer operating reserves hereunder.
- 6.3.1 The capacity rates for operating reserves shall reflect a pass-through of the costs incurred under the agreements entered into by the Transmission Provider pursuant to Section 6.3. Such rates shall be calculated on an average basis, i.e., the same capacity rate shall apply for all Spinning Reserves Service and the same capacity rate shall apply for all ~~Supplement~~ Supplemental Reserves Service provided by the Transmission Provider during an hour.

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6.3.2 Rates under the agreements entered into by the Transmission Provider pursuant to Section 6.3 will be effective only if they are accepted by the Commission or pursuant to a tariff accepted by the Commission.

6.3.3 When a Scheduling Coordinator's operating reserves are called-on by the Transmission Provider, that Scheduling Coordinator shall be paid for such energy in accordance with Section 13 hereof.

6.4 The Transmission Provider may establish locational or deliverability requirements for resources to be eligible to provide operating reserves.

[SECTIONS 6.5 THROUGH 6.9 ARE NOT CURRENTLY IN EFFECT.]

6.5 *Scheduling Coordinators may submit bids to provide operating reserves in the Day-Ahead Scheduling Process.*

6.5.1 *Spinning Reserves*

Bids for Spinning Reserves shall specify the following: (i) number of MWs available for Spinning Reserves; (ii) \$/MW bid; (iii) \$/MWh bid.

6.5.2 *Supplemental Reserves*

Bids for Supplemental Reserves shall specify the following: (i) number of MWs available for Supplemental Reserves; (ii) \$/MW bid; (iii) \$/MWh bid.

6.6 *In the Day-Ahead Scheduling Process, a Scheduling Coordinator may simultaneously offer the same resource capacity into any or all of the Ancillary Services markets for which the resource is capable of providing service. The Scheduling Coordinator may specify different capacity bids with a common associated energy bid curve from a single resource or from a portfolio of resources for each of the Ancillary Services.*

6.7 *The Transmission Provider will determine, based on the amount of reserves self-provided by Scheduling Coordinators, the amount of Spinning Reserves and Supplemental Reserves the Transmission Provider must procure in its role as provider of last resort.*

6.7.1 *The Transmission Provider will select resources to provide operating reserves on the basis of submitted bids. The Transmission Provider will select the least-cost resources to provide the necessary service, in accordance with Section 8.*

6.7.2 *The Transmission Provider will determine the amount of Spinning*

Reserves and Supplemental Reserves that it needs, but will select Spinning Reserves to provide Supplemental Reserves when the cost of available Spinning Reserve is less than the cost of available Supplemental Reserve.

6.8 *Bids to provide operating reserves that are not selected in the Day-Ahead Scheduling Process, and that are associated with capacity that is not otherwise utilized by the Scheduling Coordinator or for other services under this Tariff, shall be considered available until withdrawn by the Scheduling Coordinator. Further, Scheduling Coordinators may submit additional bids to provide operating reserves at any time during the Schedule Adjustment Process, provided that such bids shall not effect the bids selected during the Day-Ahead Scheduling Process, and provided further that the Transmission Provider has adequate time to incorporate such bids into the bidding process.*

6.8.1 *The Transmission Provider may call upon such bids whenever the availability of operating reserves is insufficient at a particular time.*

6.8.2 *When a Scheduling Coordinator's bid is called on under this Section 6.8, the Scheduling Coordinator will be paid its availability bid price. The Scheduling Coordinator also shall be paid for energy produced in accordance with Section 13.*

6.9 *A Scheduling Coordinator that did not self-supply its full Spinning Reserve requirement shall pay the market clearing capacity price for Spinning Reserves for each MW of Spinning Reserves that it did not self-supply. A Scheduling Coordinator that did not self-supply its full Supplemental Reserve requirement shall pay the market clearing capacity price for Supplemental Reserves for each MW of Supplemental Reserves that it did not self-supply. Energy associated with these services shall be priced in accordance with Section 13.]*

6.10 In Real Time, the portion of a unit designated to provide operating reserves will be deactivated in normal operating conditions. That is, in the absence of a contingency of at least 100 MW, the energy component of operating reserves will not be available to the Transmission Provider. In the event of a contingency, the energy component of operating reserves will be activated and placed in the Bid Stack. In the event operating reserves are activated, the Transmission Provider shall dispatch Spinning Reserves and Supplemental Reserves on the basis of the energy price only, provided such dispatch satisfies all applicable reliability requirements.

7 Operation of Real Time Balancing Market

7.1 All Control Areas, including Internal Control Areas, within the Regional Market shall be treated as a single region for the purposes of providing

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Ancillary Services and performing congestion management.

- 7.2 The Transmission Provider shall direct the Real Time operations of the Regional Market in accordance with this Attachment P.
- 7.3 With the exception noted for Regulation Service, the Transmission Provider shall direct the dispatch of all Ancillary Services and shall direct the dispatch of all resources under its control in Real Time for the purposes of providing Balancing Service and for congestion management. Internal Control Areas shall be responsible for dispatching Regulation Service within their Control Area in accordance with the provisions of this Attachment P.
- 7.4 The Transmission Provider shall set the hourly interchange schedules between the Transmission Provider's Control Area, Internal Control Areas, and External Control Areas as follows:
 - 7.4.1 Interchange schedules of Internal Control Areas will be scheduled between the Transmission Provider and the Internal Control Area periodically throughout each hour, on a ten-minute basis or other frequency agreed to by the parties. The Transmission Provider shall establish a baseline schedule for each hour based on the balanced schedules submitted by the Scheduling Coordinator for the Internal Control Area and any fixed interchange schedules with External Control Areas. Adjustments to these interchange schedules will be determined by the Transmission Provider as a result of its Real Time balancing market dispatch process as described in Section 8.
 - 7.4.2 Interchange schedules with External Control Areas will be coordinated by the Transmission Provider, including interchange schedules between Internal Control Areas and External Control Areas. These schedules will be coordinated per traditional interchange scheduling practices of the FRCC.

8 Bid Stack and Bid Evaluation for Ancillary Services

- 8.1 During the scheduling process the Transmission Provider shall develop and update a Bid Stack for incs and decs, as provided in this Attachment P.
- 8.2 The Transmission Provider shall develop one Bid Stack, however, the Transmission Provider's ability to call on certain bids in that Bid Stack may be limited, as provided in this Attachment P.
- 8.3 The Transmission Provider shall use inc and dec bids from the Bid Stack only as follows:

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- 8.3.1 The Transmission Provider shall utilize incs and decs for congestion management purposes in accordance with this Attachment P.
- 8.3.2 The Transmission Provider shall utilize incs and, as applicable, decs in Real Time to provide Balancing Service.
- 8.4 The Transmission Provider shall not be required to utilize inc and dec pairs from the same Scheduling Coordinator's resources, e.g., the Transmission Provider shall be permitted to utilize an inc from one Scheduling Coordinator's resources and an associated dec from another Scheduling Coordinator's resources to provide redispatch for the purposes enumerated under this Tariff.
- 8.5 Except as otherwise provided in this Section 8.5, when it is necessary to increase energy from resources, the Transmission Provider shall select from the Bid Stack the resource that has the lowest incremental energy bid price. ~~When~~ Subject to the limitations in this Attachment P, when it is necessary to reduce energy from resources, the Transmission Provider shall select from the Bid Stack the resource that has the highest decremental bid price. When resources with identical inc or dec bids are available, and the entire amount of the resources is not required, the Transmission Provider shall to the extent possible call on an equal share of incs and decs from each such resource.
- 8.5.1 When the Transmission Provider has utilized an inc for a resource, the Transmission Provider shall decrease that resource's output to eliminate the amount of the inc prior to utilizing a dec from a different resource, provided such action results in the necessary dispatch of the system.
- 8.5.2 When the Transmission Provider has utilized a dec for a resource, the Transmission Provider shall increase that resource's output to eliminate the amount of the dec prior to utilizing an inc from a different resource, provided such action results in the necessary dispatch of the system.
- 8.5.3 Resources shall be backed down in the reverse order as they were incremented. Further, resources shall be moved up in the reverse order as they were decremented.
- 8.5.4 Certain system contingencies and congestion management may require that resources be dispatched on the basis of location as well as price. Resources dispatched for the purpose of congestion management shall be dispatched to minimize redispatch costs. The Settlement Period Energy Clearing Price for each Settlement Zone may vary under these circumstances and shall be determined in accordance with Section 13.
- 8.6 During Real Time operations, the Transmission Provider shall use the incs and, where applicable, decs submitted by Scheduling Coordinators to determine the

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least cost solution for Balancing Service and managing congestion within the Regional Market in accordance with the following principles:

- 8.6.1 The Transmission Provider shall periodically execute a Real Time dispatch process that is based on a security constrained economic dispatch algorithm and is consistent with this Attachment P.
- 8.6.2 The Real Time dispatch process will take into account factors such as short term load forecasts, transmission constraints, credible contingencies, interchange schedules, and generating unit operating parameters.
- 8.6.3 The Real Time dispatch process will evaluate the entire Regional Market as a single market. For the purposes of determining the least cost solution, the Real Time dispatch process will ignore Control Area boundaries between the Transmission Provider's Control Area and Internal Control Areas.
- 8.6.4 The output of the Real Time dispatch process will be a desired set of dispatch instructions to increase or decrease, as applicable, the output of generators or dispatchable loads and may include schedule changes between the Transmission Provider's Control Area and Internal Control Areas.
- 8.6.5 When a dec is required for Balancing Service, the Transmission Provider shall utilize decs submitted in accordance with this Attachment P, including dec bids voluntarily submitted by an Internal Control Area for Balancing Service. To the extent insufficient dec bids are available to eliminate over-generation in the Regional Market, the Transmission Provider may require an Internal Control Area that is over-generating to reduce generation as necessary to eliminate such over-generation in such Internal Control Area consistent with Good Utility Practice.

[SECTION 8.7 IS NOT CURRENTLY IN EFFECT.]

8.7 *When selecting bids for operating reserves and Regulation Service:*

- 8.7.1 *The Transmission Provider shall differentiate between bids for Regulation Service, Spinning Reserves, and Supplemental Reserves only through the capacity bid associated with the resource, except in the case of a tie, in which case the Transmission Provider shall choose the bid with the lowest energy bid price.*
- 8.7.2 *The Transmission Provider shall dispatch energy from a resource that*

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has been committed to provide Ancillary Services based on its energy bid price and the rules specified in this Attachment, including rules for use of the Bid Stack.

- 8.7.3 *The Transmission Provider shall accept Ancillary Service capacity reservation bids submitted to the auctions by Scheduling Coordinators such that (a) after adjusting for self-provided Ancillary Services, the total amount of each Ancillary Service capacity procured by the Transmission Provider meets the Transmission Provider's requirements; (b) the amount of Ancillary Service capacity reserved from each resource is less than or equal to the amount of Ancillary Service capacity offered in the Ancillary Service capacity reservation bid of the Scheduling Coordinator responsible for the resource; and (c) the aggregated cost of the accepted bids is minimized, while taking system conditions into account.*
- 8.7.4 *The Transmission Provider shall simultaneously procure resources for Regulation Service, Spinning Reserves, and Supplemental Reserves for each Settlement Period.*
- 8.7.5 *Any resource accepted by the Transmission Provider in one of the Ancillary Service procurement auctions shall be deducted from the capacity that is available for procurement in other Ancillary Service procurement auctions.*
- 8.7.6 *The Transmission Provider shall determine a market clearing price that shall be paid to a Scheduling Coordinator for each Ancillary Service under this Attachment P. The market clearing price shall equal the highest priced capacity reservation bid accepted by the Transmission Provider for providing that Ancillary Service. Energy associated with ancillary services shall be accounted for in accordance with Section 13 hereof.]*

9 Scheduling

9.1 Balanced Schedules

- 9.1.1 In the Day-Ahead Scheduling and Schedule Adjustment Processes, each Scheduling Coordinator must provide for each hour of the Scheduling Day hourly balanced schedules for generation and load based on defined sources and sinks, rights to use non-Flowgate facilities necessary to transact those balanced schedules, and the PTRs, RTRs and/or NPTRs necessary to transact such balanced schedules. Each Scheduling Coordinator also must identify all generating units it will use to self-supply operating reserves and Regulation Service,

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including through bilateral purchases.

- 9.1.2 Scheduling Coordinators must identify any inter-Scheduling Coordinator trades included in the schedules and must identify the Settlement Zone in which the trade will be accounted. The purchasing Scheduling Coordinator shall be deemed to have provided the amount of service associated with the inter-Scheduling Coordinator trade. The selling Scheduling Coordinator will be obligated to provide the service in accordance with this Tariff, including ensuring that all necessary transmission rights have been obtained.

9.2 Incremental and Decremental Energy Bids

- 9.2.1 Each Scheduling Coordinator must submit incs and decs for congestion management, and, as applicable, Balancing Service. Incs and decs must be provided for all resources scheduled in the Day-Ahead and Schedule Adjustment Processes, as well as all Quick-Start Resources, whether scheduled or not.
- 9.2.2 Scheduling Coordinators may include as part of their bids of incs, bids to reduce the amount of energy consumed by Dispatchable Demand. Such bids shall be included in the Bid Stack as incs, and treated as such for all purposes under this Tariff. Scheduling Coordinators also may include as part of their decs, bids to increase the amount of energy consumed by Dispatchable Demand. Such bids shall be included in the Bid Stack as decs, and treated as such for all purposes under this Tariff.
- 9.2.3 Each Scheduling Coordinator shall follow the Transmission Provider dispatch instructions with respect to redispatch for congestion management purposes from units bid into the Bid Stack, consistent with Good Utility Practice.

9.3 Day-Ahead Scheduling Process

9.3.1 Two Days Ahead of the Scheduling Day

1500: Publication of forecasted system conditions for the Scheduling Day. Publication of amount of MWs needed to provide Regulation Service for each hour of the Scheduling Day based upon forecasted loads, and allocation to each Scheduling Coordinator.

1500: Posting of the quantities of additional PTRs for the Scheduling Day that will be made available through the daily auction process, posted on the basis of peak and off-peak blocks.

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1500 – 1600: The Transmission Provider accepts bids for PTRs in the daily auction.

1615: Notification to winning PTR bidders in the daily auction.

9.3.2 One Day Ahead of the Scheduling Day

0600: Update of forecasted system conditions.

0900: Scheduling Coordinator submittal for each hour of the Scheduling Day of (i) hourly balanced schedules for generation and load, (ii) PTRs the Scheduling Coordinator will use to transact such balanced schedules, (iii) incs and, where applicable, decs for use in congestion management and Balancing Service, (iv) plans to self-supply Ancillary Services; (v) when markets for such services are in effect under Sections 5 and 6 hereof, bids to provide Regulation Service and operating reserves; (vi) bids for NPTRs, (vii) schedules for Point-to-Point and Network Integration Transmission Services that will be utilized to support the Scheduling Coordinator's balanced schedule, and (viii) bids for Next-Day Buy Through Service. The Scheduling Coordinator may submit schedules that assume the NPTRs, RTRs, and Next-Day Buy Through Service will be granted.

0915: The Transmission Provider will develop an initial Bid Stack. The Transmission Provider shall begin to notify Scheduling Coordinators whether their bids for NPTRs and Next-Day Buy Through Service likely are to be accepted. The Transmission Provider shall update these notifications as conditions warrant throughout the scheduling process. A Scheduling Coordinator may withdraw its bid for NPTRs or Next-Day Buy Through Service at any time if the Transmission Provider notifies the Scheduling Coordinator that its bid is not likely to be accepted.

0930: The Transmission Provider shall conduct an auction of unscheduled PTRs. Unscheduled PTRs shall be auctioned for each hour of the Scheduling Day as RTRs, in accordance with the procedures of Section 3.3.5. The Transmission Provider also shall determine the amount of Regulation Service and operating reserves to be procured.

1000: The Transmission Provider shall notify winning bidders of RTRs.

1030: Winning bidders for RTRs may adjust their bids for NPTRs.

1100: When markets for such services are in effect under Sections 5 and 6 hereof, the Transmission Provider shall determine the bids for Regulation Service and operating reserves that are accepted, notify the winning bidders, and establish the capacity clearing price for such services.

1300: When markets for such services are in effect under Sections 5 and 6 hereof, the Transmission Provider shall develop a new Bid Stack of incs and decs. Incs and decs associated with capacity selected to provide operating reserves and Regulation Service shall not be included in the new Bid Stack. However, in the event of a contingency, the energy component of operating reserves will be activated and the incs and decs for such energy will be placed in the Bid Stack.

9.4 Schedule Adjustment Process

9.4.1 The Schedule Adjustment Process commences immediately upon completion of the Day-Ahead Scheduling Process. The Schedule Adjustment Process is an ongoing, continuous process, within which the Transmission Provider shall process all Scheduling Coordinators' requests for schedule changes as they are received by the Transmission Provider, on a first-come, first-served basis.

9.4.2 A Scheduling Coordinator may not recall PTRs auctioned pursuant to Section 3.5 later than 120 minutes prior to the applicable hour. The Transmission Provider shall notify the applicable RTR holder as soon as reasonably practicable after an RTR is recalled by the original holder.

9.4.3 The Transmission Provider shall accept schedule changes submitted by a Scheduling Coordinator up to 30 minutes prior to the start of the applicable hour, provided all other requirements of this Attachment P are satisfied. Notwithstanding the foregoing, when there would be insufficient time for a Scheduling Coordinator to reasonably respond to unplanned outages of generating units or transmission facilities, the Transmission Provider may waive the deadline for submitting schedule changes in response to such outages or changes.

9.4.4 Once the Transmission Provider no longer accepts schedule changes for an hour (except as provided in Section 9.4.3, 30 minutes prior to the applicable hour), the Transmission Provider shall notify Scheduling Coordinators whether their bids for NPTRs for the hour are accepted.

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The Transmission Provider also shall notify Scheduling Coordinators whether their bids for Next-Day Buy Through Service for the hour are accepted.

9.4.4.1 Scheduling Coordinators whose bids for NPTRs or Next-Day Buy Through Service were not accepted shall either (a) resubmit schedules that are supported by any necessary PTRs and/or RTRs and transmission rights on non-Flowgate facilities or (b) if such service can be made available, agree to pay the additional redispatch associated with obtaining the necessary NPTRs or Next-Day Buy Through Service at that time.

9.4.5 During the Schedule Adjustment Process RTRs available across a Flowgate shall remain available on a first-come, first-served basis at the clearing price established in the Day-Ahead Scheduling Process for the applicable hour. Such RTRs shall be deemed recalled prior to the recall of any RTRs purchased in the Day-Ahead Scheduling Process.

[SECTION 9.4.6 IS NOT CURRENTLY IN EFFECT.]

9.4.6 *A Scheduling Coordinator may re-designate the generating resources scheduled in the Day-Ahead Scheduling Process to provide Regulation Service or operating reserves, provided that such re-designation does not adversely affect the Scheduling Coordinator's ability to provide the previously scheduled service, such re-designation shall not increase any market clearing price under this Attachment P, and the Scheduling Coordinator will be responsible for any costs incurred by the Transmission provider in connection with such change.]*

9.4.7 A Scheduling Coordinator's request to change any portion of its Schedules shall be approved by the Transmission Provider provided that:

9.4.7.1 there is sufficient time for the Transmission Provider to evaluate the impacts of the proposed schedule change;

9.4.7.2 the Scheduling Coordinator has all necessary transmission rights, including PTRs, RTRs, and NPTRs;

9.4.7.3 the request is consistent with the Scheduling Coordinator's commitments in the Day-Ahead Scheduling Process for self-provided Ancillary Services and commitments to provide Regulation Service and operating reserves;

9.4.7.4 the resulting schedule is a balanced schedule; and

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9.4.7.5 the resulting schedule does not cause congestion on non-Flowgate facilities.

[SECTION 9.4.8 IS NOT CURRENTLY IN EFFECT.]

9.4.8 Except as provided in Section 9.4., acceptance by the Transmission Provider of changes during the Schedule Adjustment Process shall not affect the Scheduling Coordinator's obligations incurred in the Day-Ahead Scheduling Process under this Attachment P.]

9.5 Validation

9.5.1 The Transmission Provider shall perform validation of each Scheduling Coordinator's data at every stage of the Day-Ahead Scheduling Process and Schedule Adjustment Process. The Transmission Provider shall immediately notify each Scheduling Coordinator of successful validation and of any errors detected by the Transmission Provider.

9.5.2 The Transmission Provider shall make copies of the Transmission Provider's validation rules and software available to the Scheduling Coordinators to enable Scheduling Coordinators to pre-validate their data.

9.6 Scheduling Coordinator Right to Adjust Schedules During Real-Time Operations

A Scheduling Coordinator may amend its generation schedule and/or its schedule with External Control Areas, in response to the partial or total loss of a scheduled generating resource (including due to a loss of a transmission line that isolates the generating resource) equal to the lower of 50 MW or 25 percent of the resource, as soon as reasonably practicable and consistent with the Transmission Provider's reliability requirements, provided that this provision does not permit a Scheduling Coordinator to amend its balanced schedule due to forecasting error. In the event that the amended schedule is related to a bilateral transaction with another Scheduling Coordinator, the Scheduling Coordinators may submit an inter-Scheduling Coordinator trade for the relevant Settlement Periods so that the transaction is properly accounted for in the settlements process. The parties to such a transaction must specify the MW quantity and location of settlement obligation that is to be transferred from one Scheduling Coordinator to the other. The Transmission Provider shall accept such inter-Scheduling Coordinator trade amendments up to two days following the actual day and shall use the amended schedule in its settlements process.

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9.7 Temporary Deviations from Scheduling Procedures

9.7.1 If the Transmission Provider is unable to comply with any of the deadlines specified in this Attachment P, the Transmission Provider may temporarily deviate from the requirements of this Attachment to the extent necessary to ensure the secure operation of the Transmission System. Temporary measures may include variation of the timing requirements specified in this Attachment or omission of one or more procedures in the scheduling process. In such an event, the Transmission Provider shall immediately notify all Scheduling Coordinators of the following:

9.7.1.1 details of the affected timing requirements and procedures;

9.7.1.2 details of any interim requirements;

9.7.1.3 an estimate of the period for which the interim requirements will apply; and

9.7.1.4 reasons for the temporary variation.

9.7.2 If, despite the variation of any time requirement or the omission of any step, the Transmission Provider is unable to operate the Day-Ahead Scheduling Process, the Transmission Provider may abort the Day-Ahead Scheduling Process and require all schedules to be submitted in the Schedule Adjustment Process.

9.8 Mismatches between the PTR quantities a Scheduling Coordinator schedules across a Flowgate in the Day-Ahead Scheduling Process and the PTR quantities identified in the final balanced schedule of the Scheduling Coordinator across that Flowgate after the Schedule Adjustment Process is complete shall be reported to the Market Monitor.

10 In the event a resource that has been accepted to provide service under this Attachment P becomes unavailable, the Scheduling Coordinator responsible for such resource shall immediately notify the Transmission Provider of such unavailability. The Scheduling Coordinator must replace the resource within 60 minutes of providing such notification. In the event the Scheduling Coordinator does not replace the resource, the Transmission Provider shall replace the resource, and shall charge the Scheduling Coordinator all increased costs associated with obtaining such alternate resource.

11 Management of Congestion Prior to Real-Time Operations

11.1 Congestion on Flowgates

- 11.1.1 If congestion occurs prior to Real Time, such that all PTRs and RTRs cannot be accommodated, the Transmission Provider shall notify all affected Scheduling Coordinators of a pending reduction to their PTRs or RTRs. Scheduling Coordinators may resubmit schedules to reflect the pending reduction if time permits.
- 11.1.2 If congestion still exists after Scheduling Coordinators have made any adjustments to their schedules, the Transmission Provider shall call on incs and decs to provide necessary redispatch to accommodate PTRs and RTRs.
- 11.1.3 If congestion still exists after all possible redispatch has been performed, PTRs and RTRs shall be reduced on a pro rata basis.
- 11.1.4 The cost of redispatch to accommodate PTRs and RTRs incurred in a Settlement Period shall be equal to the net cost of redispatch scheduled by the Transmission Provider for the Settlement Period pursuant to Section 11.1.2. This redispatch cost shall be allocated to all firm MWh of transmission service during that Settlement Period on the Transmission System.

11.2 Congestion on Non-Flowgate Facilities

- 11.2.1 If congestion occurs on non-Flowgate facilities prior to Real Time, non-firm transmission service under Part II or Part III of the Tariff shall be denied in accordance with the provisions of the Tariff.
- 11.2.2 If congestion still exists after non-firm transmission service under Part II or Part III of the Tariff has been denied, the Transmission Provider shall call on incs and decs to provide necessary redispatch to accommodate firm transmission service under Part II or Part III of the Tariff.
- 11.2.3 If congestion still exists after all possible redispatch has been performed, firm transmission service under Part II or Part III of the Tariff shall be denied in accordance with the provisions of the Tariff.
- 11.2.4 The cost of redispatch to accommodate firm service incurred in a Settlement Period hour shall be equal to the net cost of redispatch scheduled by the Transmission Provider for the Settlement Period pursuant to Section 11.2.2. This redispatch cost shall be allocated to all

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firm MWh of transmission service during that Settlement Period in the Settlement Zone in which the redispatch occurred.

12 Real-Time Management of Congestion

12.1 Congestion on Flowgates

12.1.1 If during Real Time, the Transmission Provider determines that all PTRs, RTRs, and NPTRs across a Flowgate cannot be accommodated, the Transmission Provider shall call on incs and decs to provide necessary redispatch to accommodate PTRs, RTRs, and NPTRs on a least-cost basis.

12.1.2 If congestion still exists after all possible redispatch has been performed, NPTRs shall be curtailed. Scheduling Coordinators that provided the lowest bids for NPTRs across the constrained Flowgate during the Day-Ahead Scheduling Process shall have their NPTRs curtailed first. In the event of a tie, NPTRs shall be curtailed on a pro rata basis.

12.1.3 If congestion still exists after all NPTRs have been curtailed, PTRs and RTRs shall be reduced on a pro rata basis.

12.1.4 The cost of redispatch to accommodate PTRs, RTRs, and NPTRs incurred in a Settlement Period shall be equal to the net cost of redispatch scheduled by the Transmission Provider for the Settlement Period pursuant to Section 12.1.1. This redispatch cost shall be allocated to all firm MWh of transmission service during that Settlement Period on the Transmission System.

12.2 Congestion on Non-Flowgate Facilities

12.2.1 If during Real Time the Transmission Provider determines that all reservations across a non-Flowgate facility cannot be accommodated, the Transmission Provider shall first curtail non-firm transmission service under Part II or Part III of the Tariff consistent with the TLR procedures filed by NERC in Docket No. EL99-52-000, which are incorporated by reference herein.

12.2.2 If congestion still exists after all non-firm transmission service under Part II or Part III of the Tariff has been curtailed, the Transmission Provider shall call on incs and decs to provide necessary redispatch to accommodate firm transmission service and Next-Day Buy Through Service on a least-cost basis.

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- 12.2.3 If congestion still exists after all possible redispatch has been performed, Next-Day Buy Through Service shall be curtailed. Scheduling Coordinators that provided the lowest bids for Next-Day Buy Through Service across the constrained non-Flowgate facilities during the Day-Ahead Scheduling Process shall have their Next-Day Buy Through Service curtailed first. In the event of a tie, Next-Day Buy Through Service shall be curtailed on a pro rata basis.
- 12.2.4 If congestion still exists after all possible redispatch has been performed and Next-Day Buy Through Service has been curtailed, firm transmission service under Part II or Part III of the Tariff shall be curtailed consistent with the TLR procedures.
- 12.2.5 The cost of redispatch under Section 12.2.2 during a Settlement Period shall be equal to the net cost of redispatch scheduled by the Transmission Provider for the Settlement Period pursuant to that Section. This redispatch cost shall be allocated to all firm MWh of transmission service during that Settlement Period in the Settlement Zone in which the redispatch occurred.

13 Energy Payments

- 13.1 For each Settlement Zone and each Settlement Period, a Scheduling Coordinator's Excess Consumption shall equal the number of MWh equal to the positive difference, if any, between (a) the amount of the Scheduling Coordinator's load in the Settlement Zone plus the amount of the Scheduling Coordinator's scheduled interchange to External Control Areas from the Settlement Zone and (b) the amount of generation delivered by the Scheduling Coordinator in or to the Settlement Zone. For each Settlement Zone and each Settlement Period, a Scheduling Coordinator's Excess Generation shall equal the number of MWh equal to the positive difference, if any, between (c) the amount of generation delivered by the Scheduling Coordinator in or to the Settlement Zone and (d) the amount of the Scheduling Coordinator's load in the Settlement Zone plus the amount of the Scheduling Coordinator's scheduled interchange to External Control Areas from the Settlement Zone.
- 13.2 Charges for Excess Consumption
- 13.2.1 A Scheduling Coordinator with Excess Consumption in a Settlement Zone during a Settlement Period shall pay the Settlement Period Energy Clearing Price of the Settlement Zone for each excess MWh of Excess Consumption in that Settlement Zone during that Settlement Period.
- 13.2.2 The Settlement Period Energy Clearing Price of a Settlement Zone shall equal $(A-B)/C$, where,

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A = the payments to Scheduling Coordinators under Section 13.3 ~~or Section 13.4 as applicable~~, during the Settlement Period in the Settlement Zone, adjusted for transfers to other Settlement Zones;

B = total payments received by the Transmission Provider under Section 12.2.5 during the Settlement Period for the Settlement Zone; and

C = the total number of MWh of Excess Consumption during the Settlement Period in the Settlement Zone.

13.2.2.1 The Settlement Period Energy Clearing Price will be calculated such that the cost of congestion within a Settlement Zone is paid by Scheduling Coordinators with load in that Settlement Zone.

13.2.3 A Scheduling Coordinator's load deviation for an hour shall equal the difference between (a) the actual amount during the hour of the Scheduling Coordinator's load plus the actual amount of the Scheduling Coordinator's interchange with External Control Areas and (b) the scheduled amount of load plus the scheduled amount of the Scheduling Coordinator's interchange with External Control Areas.

13.2.3.1 A Scheduling Coordinator with a positive load deviation for an hour that exceeds the greater of (a) two percent of the amount scheduled as calculated under Section 13.2.3(b) or (b) two MW, shall pay, in addition to the amount calculated under Section 13.2.1, a load deviation charge equal to (c) 10 percent of the average Settlement Period Energy Clearing Price for the applicable Settlement Zone for the hour times (d) the number of MWs of the load deviation in the Settlement Zone.

13.2.3.2 A Scheduling Coordinator with a positive load deviation for an hour that exceeds the greater of (a) three percent of the amount scheduled as calculated under Section 13.2.3(b) or (b) three MW, shall pay, in addition to the amount calculated under Section 13.2.1, a load deviation charge equal to (c) 25 percent of the average Settlement Period Energy Clearing Price for the applicable Settlement Zone for the hour times (d) the number of MWs of the load deviation in the Settlement Zone. Such Scheduling Coordinator shall not also be subject to a charge under Section 13.2.3.1.

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13.2.3.3 At such time that the Transmission Provider determines that there is an appropriate market index for electricity in the Market Region, the Transmission Provider shall seek to utilize such index for purposes of calculating the load deviation charge.

13.2.4 All revenues received by the Transmission Provider from the assessment of load deviation charges shall be credited to Scheduling Coordinators with load during the hour that were not assessed a load deviation charge during that hour. The Transmission Provider shall develop a crediting mechanism for this purpose.

13.3 Payments for Excess Generation

[Alternative A]

~~13.3.1 Payments to a Scheduling Coordinator for Excess Generation during a Settlement Period provided under a cost-based schedule or cost-based tariff shall be in accordance with this Section 13.3.1.~~

~~13.3.1.1 The Transmission Provider shall pay the Scheduling Coordinator for each MWh of Excess Generation during a Settlement Period the lower of (a) the Nodal Price at the applicable generator bus during the Settlement Period or (b) the Scheduling Coordinator's cost-based rate cap associated with that MWh of Excess Generation.~~

~~13.3.1.2 A Scheduling Coordinator that is bidding energy under cost-based schedules or tariffs shall notify the Transmission Provider that its bid is pursuant to such a schedule or tariff, and the cost-based rate cap associated with such bid.~~

~~13.3.2 The Transmission Provider shall pay the Scheduling Coordinator the Nodal Price for each MWh of Excess Generation that is not provided under a cost-based schedule or cost-based tariff.~~

~~13.3.3 The Nodal Price is the cost to serve the next increment of load at the generator bus at the lowest possible price consistent with the preservation of reliability and transmission system conditions.~~

~~13.3.3.1 Excess Generation that was not called on by the Transmission Provider to provide Balancing Service or for congestion management shall not be eligible to set any Nodal Price.~~

~~13.3.4 The Transmission Provider shall develop performance standards applicable to generating units, including with regard to the supply of Ancillary Services, and may seek authority to limit payments to generators that fail to satisfy such performance standards.~~

~~13.4 Payments for Excess Generation [Alternative B]~~

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- | ~~13.4.1~~ 13.3.1 Subject to Section ~~13.4.2~~ 13.3.2, the Transmission Provider shall pay the Scheduling Coordinator for each MWh of Excess Generation the inc bid associated with that MWh of Excess Generation.
- | ~~13.4.2~~ 13.3.2 For Excess Generation that was not called-on by the Transmission Provider to provide Balancing Service or for congestion management, the Transmission Provider shall pay the Scheduling Coordinator the lower of the payment provided for under Section ~~13.4.1~~ 13.3.1 or the Nodal Price.
- | ~~13.4.2.1~~ 13.3.2.1 The Nodal Price is the cost to serve the next increment of load at the generator bus at the lowest possible price consistent with the preservation of reliability and transmission system conditions.
- | ~~13.4.2.2~~ 13.3.2.2 Excess Generation under Section ~~13.4.2~~ 13.3.2 shall not be eligible to set any Nodal Price.
- | ~~13.4.3~~ 13.3.3 The Transmission Provider shall develop performance standards applicable to generating units, including with regard to the supply of Ancillary Services, and may seek authority to limit payments to generators that fail to satisfy such performance standards.

GridFlorida Flowgate Monitored Elements

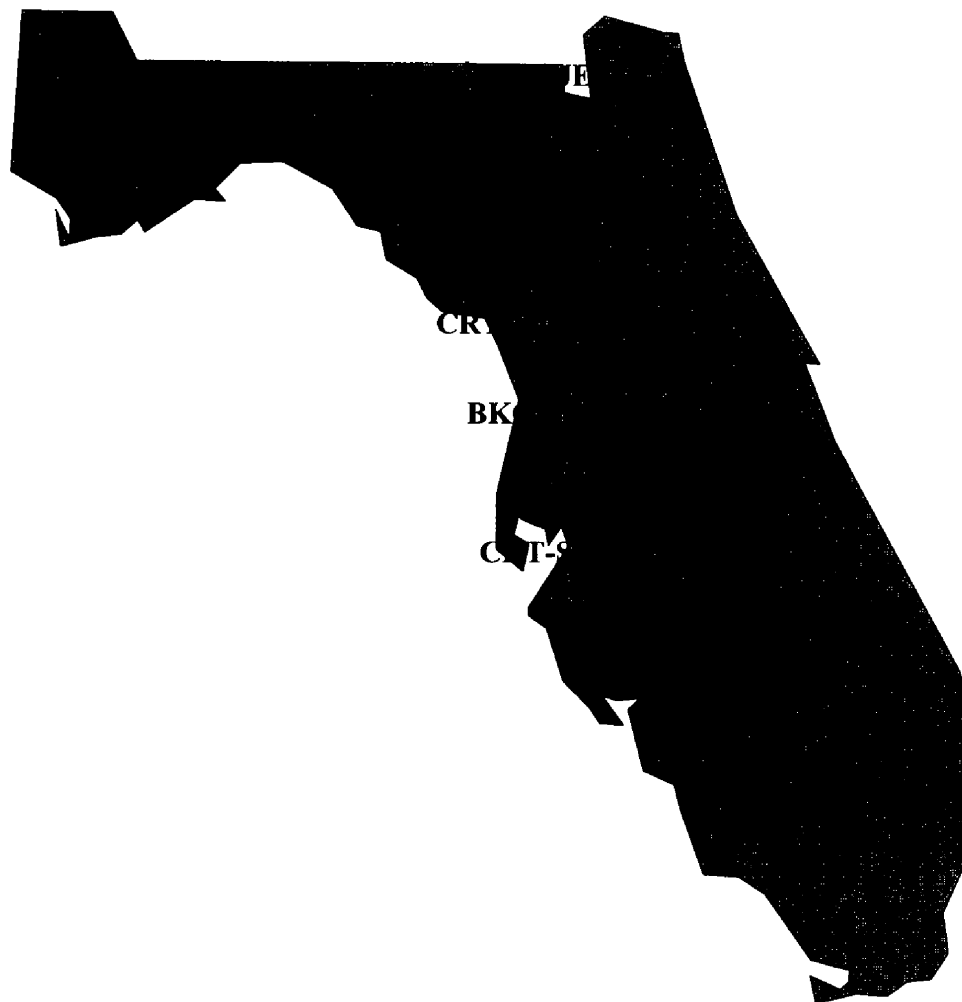
DESCRIPTION	MONITORED ELEMENT
SOUTHERN - GRIDFLORIDA ¹ (SOU - GF)	DUVAL 500 8HATCH 500 DUVAL 500 8THALMAN 500 YULEE 230 6KINGSLN 230 SUB 20 230 6S BAINB 230 P ST JOE 230 6CALLAWA 230 SUWANEE 230 6STERLIN 230 SUWAN PL 115 3TWINLKS 115 JASPER 115 3TARVER3 115 WOODRUFF 115 3SCHOLZ2 115 JASPER 115 3WGHTCHP 115
CENTRAL - SOUTH (CNT - SO)	B BEND 230 MANATEE 230 RUSKIN T 230 MANATEE 230 RUSKMTR8 230 BUCKEYE 230
BROOKRIDGE - SOUTH (BKG - SO)	BRKRIDGE 500 LK TARPON 500 BRKRIDGE 230 HUDSN 230 BRKRIDGE 230 BRKSVWTP 230
JEA - GRIDFLORIDA (JEA - GF)	BBRANCH 230 DUVAL 230 NEPTUNE 138 JAX BCH 138 STEELTAP 230 DUVAL 230 SWTZRLND 230 FPL120G1 230 FIRESTNE 230 BLK CK. 230
CRYSTAL RIVER - SOUTH (CRY - SO)	CRYST RV 500 BRKRIDGE 500 CR PLANT 230 CRYST E 230 CR PLANT 230 BRKRIDGE 230

¹Does not include Jacksonville(JEA) or Tallahassee(TAL) share of the Southern-Florida interface.

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GridFlorida Flowgates



ATTACHMENT Q - SECTION I

GUIDELINES FOR GRIDFLORIDA, PO and/or the LSE ASSOCIATED WITH THE

OWNERSHIP, ACCOUNTING TREATMENT, EQUIPMENT FUNCTIONALIZATION AND

OPERATIONAL CONTROL

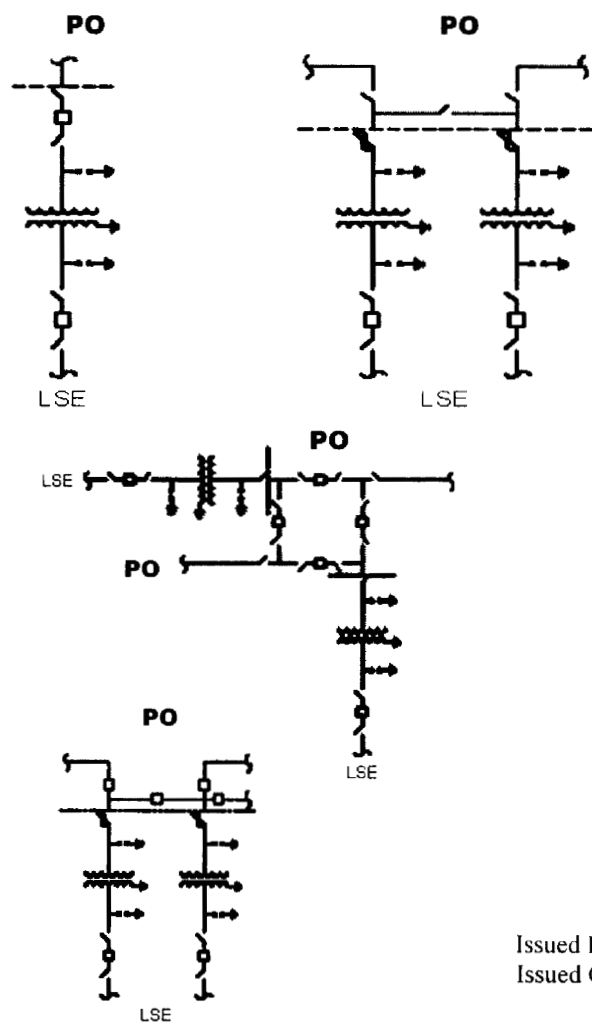
OF POINTS OF DELIVERY ("POD")

* Due to the format of Attachment Q, the attached redline shows more changes than were made. The only changes made are to change references to accounting for facilities to functionalizing those facilities, and changes to reflect that GridFlorida will not own facilities.

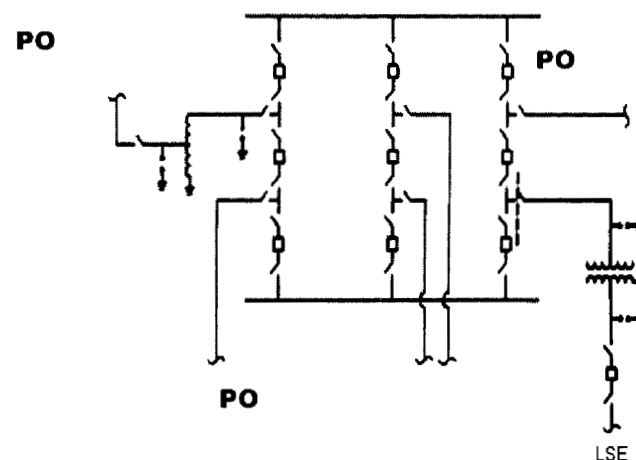
TYPES OF POD SUBSTATIONS

Category D Substation Characteristics	Category T/D Substation Characteristics
Predominantly Distribution POD substation with majority of equipment serving distribution function.	Predominantly Transmission substation with majority of equipment serving transmission function, also has distribution POD

CATEGORY "D" SUBSTATION



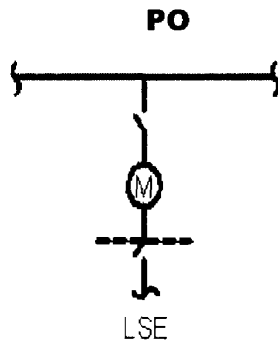
CATEGORY "T/D" SUBSTATION



TYPES OF POD SUBSTATIONS

Category TM Substation Characteristics	
Transmission level metering Point of Delivery. Generally associated with Non-Participating Owners.	

CATEGORY "TM" SUBSTATION



Guidelines for GridFlorida, PO and/or the LSE associated with the ownership, accounting treatment and operational control of equipment at POD Substations.			
Guidelines for GridFlorida, PO and/or the LSE associated with equipment functionalization and operational control of equipment at POD Substations.			
Transmission voltage level ("T") and Distribution voltage level ("D") Facilities	Type of POD Substation	Ownership / T .vs. D Booking	Operational Control
Transmission voltage level ("T") and Distribution voltage level ("D") Facilities	Type of POD Substation	Equipment Functionalization Transmission (T) .vs. Distribution(D)	Operational Control
D-voltage level facilities, T-D transformer, and T side of T-D transformer up to and including associated disconnect device	Category D	LSE owns and booked as D	LSE
D voltage level facilities, T-D transformer, and T side of T-D transformer up to and including associated disconnect device	Category D	D	LSE
	Category T/D	LSE owns and booked as D	LSE
	Category T/D	D	LSE

Guidelines for GridFlorida, PO and/or the LSE associated with the ownership, accounting treatment and operational control of equipment at POD Substations.

Guidelines for GridFlorida, PO and/or the LSE associated with equipment functionalization and operational control of equipment at POD Substations.

Transmission voltage level ("T") and Distribution voltage level ("D") Facilities	Type of POD Substation	Ownership / T .vs. D Booking	Operational Control
Transmission voltage level ("T") and Distribution voltage level ("D") Facilities	Type of POD Substation	Equipment Functionalization Transmission (T) .vs. Distribution(D)	Operational Control
	Category TM	N/A	N/A

Guidelines for GridFlorida, PO and/or the LSE associated with the ownership, accounting treatment and operational control of equipment at POD Substations.

Guidelines for GridFlorida, PO and/or the LSE associated with equipment functionalization and operational control of equipment at POD Substations.

Transmission voltage level ("T") and Distribution voltage level ("D") Facilities	Type of POD Substation	Ownership / T .vs. D Booking	Operational Control
Transmission voltage level ("T") and Distribution voltage level ("D") Facilities	Type of POD Substation	Equipment Functionalization Transmission (T) .vs. Distribution(D)	Operational Control
Dual use T – D facilities and associated maintenance (e.g., control house, RTUs, batteries, land, fencing, station service, gravel, etc.) *(Continued on next page)	Category D	LSE owns dual use T-D facilities: If GridFlorida owns T facilities, then FLTANSCO charged by LSE a "substation service fee" for use and maintenance of dual use T-D facilities. All service fees charged to the GridFlorida included in GridFlorida Rev. Requirement. If PO owns T facilities (i.e., T facilities booked to T by PO), then PO allocates distribution dual use cost from LSE for use and maintenance of dual use T-D facilities.	LSE

Guidelines for GridFlorida, PO and/or the LSE associated with the ownership, accounting treatment and operational control of equipment at POD Substations.

Guidelines for GridFlorida, PO and/or the LSE associated with equipment functionalization and operational control of equipment at POD Substations.

Transmission voltage level ("T") and Distribution voltage level ("D") Facilities	Type of POD Substation	Ownership / T .vs. D Booking	Operational Control
Transmission voltage level ("T") and Distribution voltage level ("D") Facilities	Type of POD Substation	Equipment Functionalization Transmission (T) .vs. Distribution(D)	Operational Control
Dual use T – D facilities and associated maintenance (e.g., control house, RTUs, batteries, land, fencing, station service, gravel, etc.) *(Continued on next page)	Category D	Generally, D	LSE

Guidelines for GridFlorida, PO and/or the LSE associated with the ownership, accounting treatment and operational control of equipment at POD Substations.

Guidelines for GridFlorida, PO and/or the LSE associated with equipment functionalization and operational control of equipment at POD Substations.

Transmission voltage level ("T") and Distribution voltage level ("D") Facilities	Type of POD Substation	Ownership / T .vs. D Booking	Operational Control
Transmission voltage level ("T") and Distribution voltage level ("D") Facilities	Type of POD Substation	Equipment Functionalization Transmission (T) .vs. Distribution(D)	Operational Control
	Category T/D	GridFlorida owns dual use T-D facilities and T facilities: LSE charged by GridFlorida a "substation service fee" for use and maintenance of dual use T-D facilities. Service fee charge to LSE considered a credit to GridFlorida T Rev. Requirement. PO owns dual use T-D facilities and T facilities: LSE allocated cost from PO for use and maintenance of dual use T-D facilities. Allocated cost to LSE (assuming LSE and PO same entity) considered a credit to PO T Rev. Requirement.	GridFlorida
	Category T/D	Generally, T	PO

Guidelines for GridFlorida, PO and/or the LSE associated with the ownership, accounting treatment and operational control of equipment at POD Substations.

Guidelines for GridFlorida, PO and/or the LSE associated with equipment functionalization and operational control of equipment at POD Substations.

Transmission voltage level ("T") and Distribution voltage level ("D") Facilities	Type of POD Substation	Ownership / T .vs. D Booking	Operational Control
Transmission voltage level ("T") and Distribution voltage level ("D") Facilities	Type of POD Substation	Equipment Functionalization Transmission (T) .vs. Distribution(D)	Operational Control
	Category TM	GridFlorida or PO owns	GridFlorida
	Category TM	T	PO
Line side facilities connected to T side of T-D transformer disconnect device (e.g., T line switches, buss work, line pull-offs, breakers, capacitor banks, etc.)	Category D	GridFlorida or PO owns	GridFlorida
Line side facilities (e.g., T line switches, buss work, line pull-offs, breakers, capacitor banks, etc.) connected to T side of T-D	Category D	T	GridFlorida

Guidelines for GridFlorida, PO and/or the LSE associated with the ownership, accounting treatment and operational control of equipment at POD Substations.

Guidelines for GridFlorida, PO and/or the LSE associated with equipment functionalization and operational control of equipment at POD Substations.

Transmission voltage level ("T") and Distribution voltage level ("D") Facilities	Type of POD Substation	Ownership / T .vs. D Booking	Operational Control
Transmission voltage level ("T") and Distribution voltage level ("D") Facilities	Type of POD Substation	Equipment Functionalization Transmission (T) .vs. Distribution(D)	Operational Control
connected to T side of T-D transformer disconnect device	Category T/D	GridFlorida or PO owns	GridFlorida
	Category T/D	T	GridFlorida
T line metered facilities	Category TM	Non-Participating Owner, GridFlorida or PO owns	GridFlorida
T line metered facilities	Category TM	T	GridFlorida

ATTACHMENT Q - SECTION II

GUIDELINES FOR GRIDFLORIDA, PO and/or GENERATOR ASSOCIATED WITH THE

OWNERSHIP, ACCOUNTING TREATMENT EQUIPMENT FUNCTIONALIZATION AND

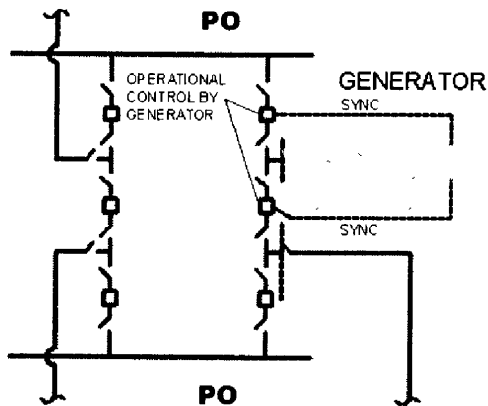
OPERATIONAL CONTROL

OF POINTS OF RECEIPT (“POR”)

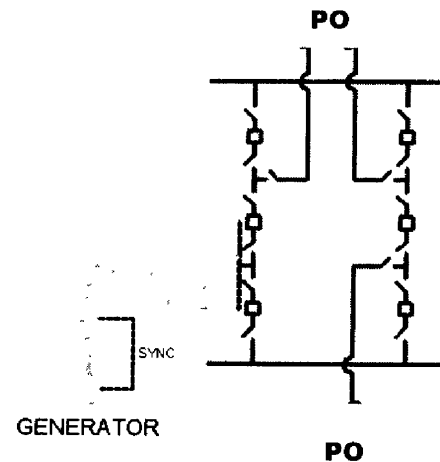
TYPES OF POR SUBSTATIONS

Category GT1 Substation Characteristics	Category GT2 Substation Characteristics	Category GT3 Substation
Point of Receipt. Synchronization of Generator with Transmission level breakers at a Transmission Substation.	Point of Receipt. Synchronization of Generator with breaker on low side of Generator Step-up transformer.	Point of Receipt. Generator collector bus with individual Generator synchronization with low or high side generator breaker(s)

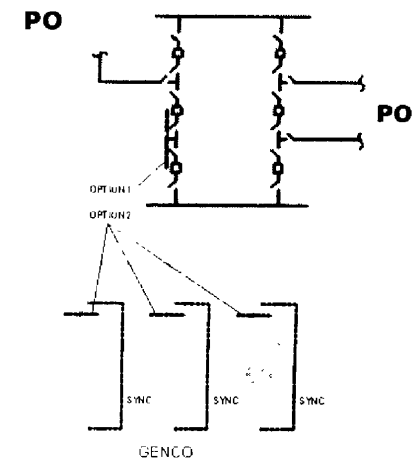
CATEGORY GT1



CATEGORY GT2



CATEGORY GT3



Guidelines for GRIDFLORIDA, PO and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at POR Substations.			
Guidelines for GRIDFLORIDA, PO and/or Generator associated with Equipment functionalization and operational control of equipment at POR Substations.			
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Ownership / T .vs. G (Production) Accounting Treatment	Operational Control
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Equipment Functionalization Transmission(T) .vs. Generation(G)	Operational Control
Facilities from generator up to the Generator Step Up transformer ("GSU"), GSU and Facilities from T side of GSU up to and including associated GSU disconnect device and T side facilities connected to T substation.	Category GT1	GEN owns and booked as G *(Contingent on FERC clarification of accounting treatment associated with GSU related equipment)	GEN
Facilities from generator up to the Generator Step Up transformer ("GSU"), GSU and Facilities from T side of GSU up to and including associated GSU disconnect device and T side facilities connected to T substation.	Category GT1	G	GEN
	Category GT2	GEN owns and booked as G *(Contingent on FERC clarification of accounting treatment associated with GSU related equipment)	GEN
	Category GT2	G	GEN

Guidelines for GRIDFLORIDA, PO and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at POR Substations.			
Guidelines for GRIDFLORIDA, PO and/or Generator associated with Equipment functionalization and operational control of equipment at POR Substations.			
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Ownership / T vs. G (Production) Accounting Treatment	Operational Control
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Equipment Functionalization Transmission(T) vs. Generation(G)	Operational Control
	Category GT3	GEN owns and booked as G *(Contingent on FERC clarification of accounting treatment associated with GSU related equipment)	GEN
	Category GT3	G	GEN

Guidelines for GRIDFLORIDA, PO and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at POR Substations.			
Guidelines for GRIDFLORIDA, PO and/or Generator associated with Equipment functionalization and operational control of equipment at POR Substations.			
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Ownership / T.vs. G (Production) Accounting Treatment	Operational Control
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Equipment Functionalization Transmission(T) .vs. Generation(G)	Operational Control
<p>Dual use G—T facilities and associated maintenance (e.g., control house, RTUs, batteries, land, fencing, station service, gravel, etc.</p> <p>*(Continued on next two pages)</p>	Category GT1	<p>GridFlorida owns and booked as T. GEN charged by GridFlorida a "substation service fee" for use and maintenance of dual use G-T facilities. Service fee charge to GEN considered a credit to GridFlorida T Rev. Requirement.</p> <p>PO owns and booked as T. If GEN and PO are the same entity, GEN allocated cost from T for use and maintenance of dual use G-T facilities. Allocated T cost to GEN considered a credit to PO T Rev. Requirement.</p> <p>PO owns and booked as T. GEN and PO are not the same entity. GEN charged by PO a "substation service fee" for use and maintenance of dual use G-T facilities. Service fee charge to GEN considered a credit to PO T Rev. Requirement.</p>	<p>GridFlorida or PO, as applicable</p> <p>(Note: Service Level Agreements delineating interface and specific responsibilities among GridFlorida, PO and GEN must be developed).</p>

Guidelines for GRIDFLORIDA, PO and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at POR Substations.			
Guidelines for GRIDFLORIDA, PO and/or Generator associated with Equipment functionalization and operational control of equipment at POR Substations.			
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Ownership / T vs. G (Production) Accounting Treatment	Operational Control
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Equipment Functionalization Transmission(T) vs. Generation(G)	Operational Control
Dual use G – T facilities and associated maintenance (e.g., control house, RTUs, batteries, land, fencing, station service, gravel, etc. *(Continued on next two pages)	Category GT1	Generally, T	In accordance with Service Level Agreements delineating interface and specific responsibilities among GridFlorida, PO and GEN.

Guidelines for GRIDFLORIDA, PO and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at POR Substations.			
Guidelines for GRIDFLORIDA, PO and/or Generator associated with Equipment functionalization and operational control of equipment at POR Substations.			
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Ownership / T .vs. G (Production) Accounting Treatment	Operational Control
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Equipment Functionalization Transmission(T) .vs. Generation(G)	Operational Control
	Category GT2	<p>GridFlorida owns and booked as T. GEN charged by GridFlorida a "substation service fee" for use and maintenance of dual use G-T facilities. Service fee charge to GEN considered a credit to GridFlorida T Rev. Requirement.</p> <p>PO owns and booked as T. If GEN and PO are the same entity, GEN allocated cost from T for use and maintenance of dual use G-T facilities. Allocated T cost to GEN considered a credit to PO T Rev. Requirement.</p> <p>PO owns and booked as T. GEN and PO are not the same entity. GEN charged by PO a "substation service fee" for use and maintenance of dual use G-T facilities. Service fee charge to GEN considered a credit to PO T Rev. Requirement.</p>	<p>GridFlorida or PO, as applicable</p> <p>(Note: Service Level Agreements delineating interface and specific responsibilities among GridFlorida, PO and GEN must be developed).</p>

Guidelines for GRIDFLORIDA, PO and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at POR Substations.			
Guidelines for GRIDFLORIDA, PO and/or Generator associated with Equipment functionalization and operational control of equipment at POR Substations.			
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Ownership / T .vs. G (Production) Accounting Treatment	Operational Control
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Equipment Functionalization Transmission(T) .vs. Generation(G)	Operational Control
	Category GT2	Generally, T	In accordance with Service Level Agreements delineating interface and specific responsibilities among GridFlorida, PO and GEN.

Guidelines for GRIDFLORIDA, PO and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at POR Substations.

Guidelines for GRIDFLORIDA, PO and/or Generator associated with Equipment functionalization and operational control of equipment at POR Substations.

Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Ownership / T .vs. G (Production) Accounting Treatment	Operational Control
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Equipment Functionalization Transmission(T) .vs. Generation(G)	Operational Control
	Category GT3	<p>GridFlorida owns and booked as T. GEN charged by GridFlorida a "substation service fee" for use and maintenance of dual use G-T facilities. Service fee charge to GEN considered a credit to GridFlorida T Rev. Requirement.</p> <p>PO owns and booked as T. If GEN and PO are the same entity, GEN allocated cost from T for use and maintenance of dual use G-T facilities. Allocated T cost to GEN considered a credit to PO T Rev. Requirement.</p> <p>PO owns and booked as T. GEN and PO are not the same entity. GEN charged by PO a "substation service fee" for use and maintenance of dual use G-T facilities. Service fee charge to GEN considered a credit to PO T Rev. Requirement.</p>	<p>GridFlorida or PO, as applicable</p> <p>(Note: Service Level Agreements delineating interface and specific responsibilities among GridFlorida, PO and GEN must be developed).</p>

Guidelines for GRIDFLORIDA, PO and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at POR Substations.			
Guidelines for GRIDFLORIDA, PO and/or Generator associated with Equipment functionalization and operational control of equipment at POR Substations.			
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Ownership / T .vs. G (Production) Accounting Treatment	Operational Control
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Equipment Functionalization Transmission(T) .vs. Generation(G)	Operational Control
	Category GT3	Generally, T	In accordance with Service Level Agreements delineating interface and specific responsibilities among GridFlorida, PO and GEN.

Guidelines for GRIDFLORIDA, PO and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at POR Substations.			
Guidelines for GRIDFLORIDA, PO and/or Generator associated with Equipment functionalization and operational control of equipment at POR Substations.			
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Ownership / T .vs. G (Production) Accounting Treatment	Operational Control
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Equipment Functionalization Transmission(T) .vs. Generation(G)	Operational Control
T-substation facilities connected to T-side facilities of GSU disconnect device (e.g., T line switches, buss work, line pull-offs, breakers, capacitor banks, etc.) *(Continued on next page)	Category GT1	GridFlorida or PO, as applicable, and booked to T.	GridFlorida has operational control except for synchronizing breakers. (Note: Service Level Agreements delineating interface and specific responsibilities among GridFlorida, PO and GEN must be developed).

Guidelines for GRIDFLORIDA, PO and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at POR Substations.

Guidelines for GRIDFLORIDA, PO and/or Generator associated with Equipment functionalization and operational control of equipment at POR Substations.

Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Ownership / T .vs. G (Production) Accounting Treatment	Operational Control
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Equipment Functionalization Transmission(T) .vs. Generation(G)	Operational Control
T substation facilities connected to T side facilities of GSU disconnect device (e.g., T line switches, buss work, line pull-offs, breakers, capacitor banks, etc.) *(Continued on next page)	Category GT1	T	GridFlorida has operational control except for synchronizing breakers. (Note: Service Level Agreements delineating interface and specific responsibilities among GridFlorida, PO and GEN must be developed).

Guidelines for GRIDFLORIDA, PO and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at POR Substations.			
Guidelines for GRIDFLORIDA, PO and/or Generator associated with Equipment functionalization and operational control of equipment at POR Substations.			
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Ownership / T .vs. G (Production) Accounting Treatment	Operational Control
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Equipment Functionalization Transmission(T) .vs. Generation(G)	Operational Control
	Category GT2	GridFlorida or PO owns, as applicable, and booked to T	GridFlorida (Note: Service Level Agreements delineating interface and specific responsibilities among GridFlorida, PO and GEN must be developed).

Guidelines for GRIDFLORIDA, PO and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at POR Substations.

Guidelines for GRIDFLORIDA, PO and/or Generator associated with Equipment functionalization and operational control of equipment at POR Substations.

Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Ownership / T .vs. G (Production) Accounting Treatment	Operational Control
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Equipment Functionalization Transmission(T) .vs. Generation(G)	Operational Control
	Category GT2	T	GridFlorida (Note: Service Level Agreements delineating interface and specific responsibilities among GridFlorida, PO and GEN must be developed).
	Category GT3	GridFlorida or PO owns, as applicable, and booked to T	GridFlorida (Note: Service Level Agreements delineating interface and specific responsibilities among GridFlorida, PO and GEN must be developed).

Guidelines for GRIDFLORIDA, PO and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at POR Substations.

Guidelines for GRIDFLORIDA, PO and/or Generator associated with Equipment functionalization and operational control of equipment at POR Substations.

Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Ownership / T .vs. G (Production) Accounting Treatment	Operational Control
Transmission voltage level ("T") and Generator Type ("G") Facilities	Type of POR Substation	Equipment Functionalization Transmission(T) .vs. Generation(G)	Operational Control
	Category GT3	T	GridFlorida (Note: Service Level Agreements delineating interface and specific responsibilities among GridFlorida, PO and GEN must be developed).

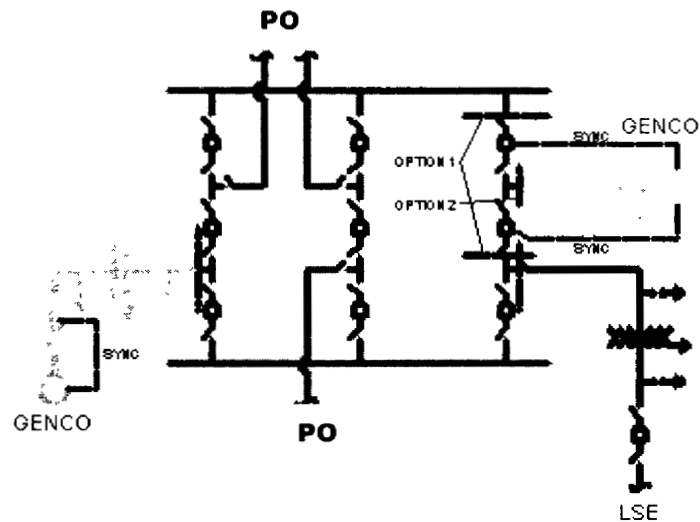
ATTACHMENT Q - SECTION III

GUIDELINES FOR GRIDFLORIDA, PO, LSE and/or GENERATOR ASSOCIATED WITH THE
OWNERSHIP, ACCOUNTING TREATMENT EQUIPMENT FUNCTIONALIZATION AND
OPERATIONAL CONTROL
OF DUAL POINTS OF DELIVERY (“POD”) AND POINTS OF RECEIPT (“POR”) SUBSTATIONS

TYPES OF DUAL POD/POR SUBSTATIONS

Category GTD Substation Characteristics	
Point of Delivery and Point of Receipt at the substation.	

Category GTD



Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD POD/POR Substations.			
Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD POD/POR Substations.			
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership / Accounting Treatment	Operational Control
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Equipment Functionalization	Operational Control
Facilities associated with POD that are owned and operated by LSE pursuant to Section I	Category D	Refer to Section 1, Category D discussion (Same applies)	LSE
Facilities associated with POD that are owned and operated by LSE pursuant to Section I	Category D	Refer to Section 1, Category D (Same applies)	LSE
	Category T/D	Refer to Section 1, Category T/D discussion (Same Applies)	LSE

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD POD/POR Substations.

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD POD/POR Substations.

Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership / Accounting Treatment	Operational Control
	Type of Facility	Equipment Functionalization	Operational Control
	Category T/D	Refer to Section 1, Category T/D (Same Applies)	LSE
	Category TM	N/A	N/A

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD-POD/POR Substations.

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD-POD/POR Substations.

Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership / Accounting Treatment	Operational Control
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Equipment Functionalization	Operational Control
Facilities associated with POD that are owned and operated by GridFlorida or PO pursuant to Section I	Category D	Refer to Section 1, Category D discussion (Same Applies)	GridFlorida
Facilities associated with POD that are owned by PO, and operated by	Category D	Refer to Section 1, Category D (Same Applies)	GridFlorida

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD POD/POR Substations.

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD POD/POR Substations.

Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership / Accounting Treatment	Operational Control
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Equipment Functionalization	Operational Control
are owned by PO, and operated by GridFlorida or PO pursuant to Section I	Category T/D	Refer to Section 1, Category T/D discussion (Same Applies)	GridFlorida
	Category T/D	Refer to Section 1, Category T/D (Same Applies)	GridFlorida Or P/O
	Category TM	Refer to Section 1, Category TM discussion (Same Applies)	GridFlorida
	Category TM	Refer to Section 1, Category TM (Same Applies)	GridFlorida

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD POD/POR Substations.

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD POD/POR Substations.

Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership/ Accounting Treatment	Operational Control
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Equipment Functionalization	Operational Control
Facilities associated with POR that are owned and operated by GEN pursuant to Section II *Continued on next page	Category GT1	Refer to Section II, Category GT1 discussion (Same Applies)	GEN
Facilities associated with POR that are owned and operated by GEN pursuant to Section II *Continued on next page	Category GT1	Refer to Section II, Category GT1 (Same Applies)	GEN
	Category GT2	Refer to Section II, Category GT2 discussion (Same Applies)	GEN

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD POD/POR Substations.

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD POD/POR Substations.

Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership / Accounting Treatment	Operational Control
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Equipment Functionalization	Operational Control
	Category GT2	Refer to Section II, Category GT2 (Same Applies)	GEN
	Category GT3	Refer to Section II, Category GT3 discussion (Same Applies)	GEN
	Category GT3	Refer to Section II, Category GT3 (Same Applies)	GEN

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD POD/POR Substations.

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD POD/POR Substations.

Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership / Accounting Treatment	Operational Control
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Equipment Functionalization	Operational Control
Facilities associated with POR owned and operated by GridFlorida or PO pursuant to Section II Or Facilities associated with POR owned by GridFlorida or PO, and operated by GEN pursuant to Section II (*Only applicable to GT1 Category)	Category GT1	If POD is a Category D, Refer to Section 1, Category D discussion If POD is a Category T/D, Refer to Section 1, Category T/D discussion	GridFlorida or GEN pursuant to in Section II

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD POD/POR Substations.

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD POD/POR Substations.

Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership / Accounting Treatment	Operational Control
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Equipment Functionalization	Operational Control
Facilities associated with POR owned by PO, and operated by GridFlorida pursuant to Section II Or Facilities associated with POR owned PO, and operated by GEN pursuant to Section II (*Only applicable to GT1 Category)	Category GT1	If POD is a Category D, Refer to Section 1, Category D If POD is a Category T/D, Refer to Section 1, Category T/D	GridFlorida, PO or GEN pursuant to in Section II
	Category GT2	If POD is a Category D, Refer to Section 1, Category D discussion If POD is a Category T/D, Refer to Section 1, Category T/D discussion	GridFlorida

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD POD/POR Substations.

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD POD/POR Substations.

Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership / Accounting Treatment	Operational Control
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	<u>Equipment Functionalization</u>	<u>Operational Control</u>
	Category GT2	If POD is a Category D, Refer to Section 1, Category D If POD is a Category T/D, Refer to Section 1, Category T/D	GridFlorida Or PO
	Category GT3	If POD is a Category D, Refer to Section 1, Category D discussion If POD is a Category T/D, Refer to Section 1, Category T/D discussion	GridFlorida

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD POD/POR Substations.

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD POD/POR Substations.

Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership / Accounting Treatment	Operational Control
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Equipment Functionalization	Operational Control
	Category GT3	If POD is a Category D, Refer to Section 1, Category D If POD is a Category T/D, Refer to Section 1, Category T/D	GridFlorida Or PO

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD POD/POR Substations.

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD POD/POR Substations.

Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership / Accounting Treatment	Operational Control
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Equipment Functionalization	Operational Control
Dual use facilities associated with POD and POR	Category GT1	If POD is a Category D, Refer to Section 1, Category D discussion If POD is a Category T/D, Refer to Section 1, Category T/D discussion	If POD is a Category D, refer to Section 1, Category D discussion If POD is a Category T/D, refer to Section 1, Category T/D discussion

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD-POD/POR Substations.

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD POD/POR Substations.

Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership / Accounting Treatment	Operational Control
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Equipment Functionalization	Operational Control
Dual use facilities associated with POD and POR	Category GT1	If POD is a Category D, Refer to Section 1, Category D If POD is a Category T/D, Refer to Section 1, Category T/D	If POD is a Category D, refer to Section 1, Category D discussion If POD is a Category T/D, refer to Section 1, Category T/D discussion

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD POD/POR Substations.

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD POD/POR Substations.

Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership / Accounting Treatment	Operational Control
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Equipment Functionalization	Operational Control
	<p>Category GT2</p>	<p>If POD is a Category D, Refer to Section 1, Category D discussion If POD is a Category T/D, Refer to Section 1, Category T/D discussion</p>	<p>If POD is a Category D, refer to Section 1, Category D discussion If POD is a Category T/D, refer to Section 1, Category T/D discussion</p>

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD POD/POR Substations.			
Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD POD/POR Substations.			
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership/ Accounting Treatment	Operational Control
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Equipment Functionalization	Operational Control
	Category GT2	If POD is a Category D, Refer to Section 1, Category D If POD is a Category T/D, Refer to Section 1, Category T/D	If POD is a Category D, refer to Section 1, Category D discussion If POD is a Category T/D, refer to Section 1, Category T/D discussion

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD POD/POR Substations.

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD POD/POR Substations.

Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership / Accounting Treatment	Operational Control
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Equipment Functionalization	Operational Control
	Category GT3	If POD is a Category D, Refer to Section 1, Category D discussion If POD is a Category T/D, Refer to Section 1, Category T/D discussion	If POD is a Category D, refer to Section 1, Category D discussion If POD is a Category T/D, refer to Section 1, Category T/D discussion

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated with the ownership, accounting treatment and operational control of equipment at GTD-POD/POR Substations.

Guidelines for GRIDFLORIDA, PO, LSE and/or the GEN associated Equipment functionalization and operational control of equipment at GTD POD/POR Substations.

Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Ownership / Accounting Treatment	Operational Control
Transmission facilities ("T") And Distribution facilities ("D") And Generator facilities ("G")	Type of Facility	Equipment Functionalization	Operational Control
	Category GT3	If POD is a Category D, Refer to Section 1, Category D If POD is a Category T/D, Refer to Section 1, Category T/D	If POD is a Category D, refer to Section 1, Category D discussion If POD is a Category T/D, refer to Section 1, Category T/D discussion

ATTACHMENT R

**Terms and Conditions of Service
Applicable to Points of Delivery**

~~To the extent that there are any disputes between GridFlorida, PO and Customer involving Point of Delivery matters, including disputes concerning GridFlorida standards and practices, and whether the affected facilities are appropriate or necessary under the circumstances, such disputes shall be subject to the Dispute Resolution Provision (“DRP”) of the OATT.~~

~~1. SERVICE SUPPLIED TO DELIVERY POINTS~~

~~a. GridFlorida and/or PO will deliver power pursuant to the GridFlorida OATT to a Customer at a Point of Delivery in the form of three-phase, alternating current at a frequency of approximately 60 Hertz, and at the nominal voltage indicated on an Exhibit for each such Point of Delivery.~~

~~b. GridFlorida shall operate the GridFlorida System and the Customer shall operate its respective systems in accordance with Good Utility Practice, so as to maintain voltage levels at the Point of Delivery within acceptable ranges.~~

~~c. The Point of Delivery shall not be electrically connected with any other source of electricity without written notice to GridFlorida and/or PO, as applicable, and prior agreement with~~

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~~GridFlorida and/or PO, as applicable, on such measures or conditions, if any, as may reasonably be required for the metering, telemetry, protection, operation and reliability of both systems.~~

~~d. The GridFlorida Systems can, under some circumstances, be subject to voltage instability and collapse. An essential element in the reliability of the GridFlorida System is the installation of power factor correction devices (e.g., capacitor banks) that compensate for the reactive power demands at PODs (i.e., point where power exits the GridFlorida System). PODs should be designed and operated so that the power factor at such PODs, measured at the point where power exits the GridFlorida System, is between 95% lagging and 99% leading during summer peak load conditions. Further, in order to avoid transmission system over voltages, POD power factor correction devices should be controllable so that the power factor measured at the POD (i.e., point where power exits the GridFlorida System) is unity or lagging during spring or valley load conditions. POD connections to the GridFlorida System shall meet the power factor requirements listed above. In order to assess power factor, the POD real (kW) and reactive demands (kVar) shall be recorded at the time of the GridFlorida System summer peak load (June, July, or August) and at the minimum spring load (March, April, or May). For compliance assessment purposes, the LSE can aggregate PODs that are in close electrical/geographical proximity (by summing kW and kVar values). Should an LSE occasionally experiences unusually high loads outside of the summer period (e.g. 7 a.m. peak loads associated with winter cold fronts), the LSE should cooperate to the extent feasible with requests from the GridFlorida System Operator to help support system voltage.~~

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~~e. GridFlorida and the PO, as applicable, shall have access, as necessary, to Customer's Point of Delivery facilities in order to inspect Customer's protective devices installed for the purpose of protecting GridFlorida System against adverse conditions or disturbances originating on Customer's Point of Delivery facilities.~~

~~2. CHANGES IN EXISTING DELIVERY POINT VOLTAGE DUE TO GRIDFLORIDA~~

~~a. GridFlorida will provide service at the voltages specified for each Point of Delivery in an Exhibit, unless GridFlorida notifies Customer that the voltage will be changed to a specified higher or lower voltage. GridFlorida shall provide Customer with as much advance notice as reasonably practicable in the event of a change in voltage.~~

~~3. CHANGES IN EXISTING DELIVERY POINT VOLTAGE DUE TO CUSTOMER~~

~~a. To the extent that a change in transmission level voltage is caused or requested by Customer as part of the Local Area Planning Process (Section I.B of the Planning Process Protocol), Customer will design, engineer, install, construct or modify, operate, and maintain the facilities on its side of the Point of Delivery to accommodate such higher or lower voltage.~~

~~4. ESTABLISHMENT OF NEW DELIVERY POINTS~~

~~a. To establish a new Point of Delivery, in accordance with the Local Area Planning Process (Section I.B of the Planning Process Protocol), Customer must execute a new Exhibit with~~

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~~GridFlorida and/or PO, as applicable, for the new Point of Delivery prior to the date upon which the new Point of Delivery is to be established. The Exhibit for such new Point of Delivery shall be attached to the TSA and shall include any special provisions required for the establishment of the new Point of Delivery. New Point(s) of Delivery shall be established in accordance with the OATT and the Planning Protocol.~~

~~b. Customer is responsible for all facility rearrangements on Customer's side of the new Point of Delivery that are required for the establishment of the new Point of Delivery.~~

~~5. DELIVERY POINTS AND OTHER FACILITIES~~

~~a. The service specifications for each Point of Delivery shall be as prescribed in an Exhibit attached to the TSA. Further, an Exhibit between the parties shall set forth appropriate provisions, if required, concerning the installation and maintenance of each Point of Delivery.~~

~~b. Unless otherwise specified in an Exhibit to a specific Point of Delivery, all facilities on Customer's side of a Point of Delivery shall be considered the system of Customer, shall be paid for by Customer, and Customer is responsible with respect to its side of the Point of Delivery:~~

~~(i) for the installation, operation and maintenance of all necessary poles, lines, substations, transformers, switches, protective equipment, and other equipment necessary for any existing Point of Delivery; and~~

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| ~~(ii) for all facilities rearrangements required for any existing Point of Delivery.~~

| ~~e. Metering and remote terminal unit equipment located on Customer's side of the Point of~~
| ~~Delivery that is owned by the GridFlorida or the PO, will be installed, and maintained by~~
| ~~GridFlorida or the PO, respectively.~~

| ~~d. GridFlorida shall have the right to request that the Customer (or with the agreement of the~~
| ~~Customer that GridFlorida) install and/or maintain such other facilities on Customer's side of a~~
| ~~Point of Delivery as necessary for system reliability consistent with Good Utility Practice. To~~
| ~~the extent the Parties disagree on the need for or type of such facilities, the DRP may be~~
| ~~invoked to resolve the disagreement; provided, however, if safety or the reliability of~~
| ~~GridFlorida's Transmission System is imminently threatened, GridFlorida shall have the right~~
| ~~to have the Customer install and/or maintain such facilities prior to such dispute being~~
| ~~resolved. GridFlorida may invoke that right only after sending written documentation to the~~
| ~~Customer explaining in detail the safety or reliability concerns substantiating the claim of an~~
| ~~imminent threat to the safety or reliability of GridFlorida's Transmission System.~~
| ~~Subsequently, the parties shall request the resolution of the disagreement through DRP.~~

| ~~e. Each Party (i.e., GridFlorida, PO and Customer) shall install and maintain suitable~~
| ~~protective devices on its facilities in order to afford protection to the facilities of the other~~
| ~~Party against adverse conditions or disturbances originating on such other Party's facilities.~~
| ~~Such protective devices shall be in accordance and comparable with the applicable~~

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~~GridFlorida standards relating to such similarly situated equipment and consistent with Good Utility Practice.~~

~~f. GridFlorida, PO and Customer shall not utilize or knowingly allow to be utilized any equipment, appliance or device which tends to materially adversely affect the system of the other. Each Party shall maintain a electrical balance between the phases at each Point of Delivery in accordance with Good Utility Practice.~~

~~g. GridFlorida or PO, as applicable, shall install, own, operate, and maintain all lines and equipment located on GridFlorida's or PO's side of a Point of Delivery, as well as the meter, metering equipment and remote terminal unit equipment that may, at GridFlorida's or PO's option, as applicable, be located on Customer's side of the Point of Delivery. In such cases, Customer shall provide a location, acceptable to Customer, GridFlorida or PO, for the installation of such metering and remote terminal unit equipment.~~

~~6. ACCESS TO DELIVERY POINTS~~

~~a. To the extent that GridFlorida or the PO, as applicable, has installed or needs to install equipment on Customer's side of the Point of Delivery pursuant to the TSA, the duly authorized agents of GridFlorida or the PO, as applicable, upon providing notice, shall have the right to access the premises of Customer at all reasonable hours for the purpose of installing equipment, metering information, inspecting GridFlorida's or the PO's, as applicable, wiring and apparatus, or replacing GridFlorida's or the PO's, as applicable,~~

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~~property on the premises of Customer, and removing such property at the time of or at any time after suspension or termination of service under the TSA.~~

~~b. To the extent that Customer has installed or needs to install equipment or facilities on GridFlorida's or the PO's, as applicable, side of the Point of Delivery pursuant to the TSA, the duly authorized agents of Customer, upon providing notice, shall have the right of access to the premises of GridFlorida or the PO, as applicable, at all reasonable hours for the purpose of installing facilities, inspecting Customer's wiring and apparatus, changing, exchanging, or repairing Customer's property on the premises of GridFlorida or the PO, as applicable, and removing such property at the time of or at any time after suspension or termination of service under the TSA.~~

~~e. GridFlorida or the PO, as applicable, shall protect Customer's facilities and equipment located on GridFlorida's Transmission System and shall permit no one but Customer's, and GridFlorida's or the PO, as applicable, qualified representatives to handle same. Customer shall protect GridFlorida's or the PO's, as applicable, equipment located on Customer's system and shall permit no one but GridFlorida's or PO's, as applicable, and Customer's qualified representatives to handle same.~~ The Transmission Provider will develop terms and conditions applicable to delivery point interconnections. Until such time as the Transmission Provider develops such standards, the Transmission Provider will utilize the terms and conditions of the applicable Participating Owner.

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ATTACHMENT S**Generator Data Requirements**

It is recognized that some of the data listed in this Appendix may not be available prior to the start of an Interconnection Feasibility Study. Some of the data items are critical inputs to these studies and must be provided prior to the commencement of the Interconnection Feasibility Study.

Critical Data Items: A) all

B) 1, 2, 7 & 8

D) 1, 2, 3 & 7

E) all

G) 1, 2, 3 & 4

H) 1-4; 6-9; 11-16; 18-19

I) 1, 2 & 4

J) 1 & 3

K) all

L) 4 through 11

To the extent possible, all of the data listed in this Appendix should be provided as soon as it becomes available. All data items must be provided at least sixty (60) calendar days prior to commercial operation of the facility. Transmission Provider may require additional data to complete the Interconnection Feasibility Study depending upon special study circumstances. Inaccuracies in some of the critical data items can influence study results to the extent that study conclusions are invalidated. Transmission Provider reserves the right to require reapplication for the Interconnection Study in the event of material data inaccuracies.

A) Contact Person - Provide name and address of person completing this form

1. Name: _____

2. Address: _____

3. City/State/Zip: _____

4. Telephone: _____

5. Date: _____

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B) Project Location

1. County _____
2. Nearest Community _____
3. Township _____
4. Range _____
5. Section _____
6. Street Address _____
7. Project Location Map Please attach a geographic map of project location indicating surrounding area and significant landmarkings (e.g., nearby towns/cities, roads, nearby building structures, waterways, etc.)
8. Planned In Service Date _____

C) Unit Identification

1. Plant Name and unit Number _____
2. Manufacturer _____
3. Generator Serial Number _____
4. Turbine Serial Number _____

D) Ratings and Capabilities

1. Total Plant Capability
 - a. Net Summer Continuous Capability _____ MW
 - b. Net Winter Continuous Capability _____ MW
2. Number of Individual Generators _____
3. Nameplate kV Rating (nominal design voltage) _____
4. Generator Nameplate MVA Rating @ Hydrogen Pressure

MVA Rating	a.	_____	_____
	b.	_____	_____
	c.	_____	_____
	d.	_____	_____
5. Rated Power Factor _____

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6. Rated Speed _____
7. Rated Turbine Capability
a) maximum _____
b) summer continuous _____
c) winter continuous _____
8. Field Voltage at Rated Load _____
9. Field Current at Rated Load _____
10. No-load Field Voltage at Generator Rated Voltage _____
11. Air Gap Field Voltage at Generator Rated Voltage _____
12. Field Resistance _____ hms _____ °C

E) Inertia

1. WR^2 for Generator and Exciter _____ lb-ft²
2. WR^2 for Turbine _____ lb-ft²
3. Calculated H constant _____ sec. @ _____ MVA

F) Losses and Efficiency

1. Open circuit core loss _____ kW
2. Windage loss _____ kW
3. H₂ seal and exciter friction loss _____ kW
4. Stator I²R Loss at rated power and voltage _____ °C _____ kW
5. Rotor I²R Loss at rated power and voltage _____ °C _____ kW
6. Stray Load loss _____ kW
7. Excitation losses _____ kW

G) Generator Time Constants

1. T'do (Direct axis open circuit transient time constant)
sec _____

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2. T''_{do} (Direct axis open circuit subtransient time constant) _____ sec
3. T'_{qo} (Quadrature axis open circuit transient time constant) _____ sec
4. T''_{qo} (Quadrature axis open circuit subtransient time constant) _____ sec
5. T_{a3} (Short circuit time constant) _____ sec

H) Generator Impedances

1. MVA base for all impedance data _____ MVA
2. kV base for all impedance data _____ kV

<u>Parameter</u>	<u>Description</u>	<u>p.u. value</u>
3. X_d	Direct axis synchronous reactance (unsaturated)	_____
4. X'_d	Direct axis transient reactance (unsaturated)	_____
5. X'_{dv}	Direct axis transient reactance (saturated)	_____
6. X''_d	Direct axis subtransient reactance (unsaturated)	_____
7. X''_{dv}	Direct axis subtransient reactance (saturated)	_____
8. X_q	Quadrature axis synchronous reactance (unsaturated)	_____
9. X'_q	Quadrature axis transient reactance (unsaturated)	_____
10. X''_q	Quadrature axis subtransient reactance (unsaturated)	_____
11. X_L	Armature leakage reactance	_____
12. X_{2v}	Negative sequence reactance (saturated)	_____
13. X_{0v}	Zero sequence reactance (saturated)	_____
14. R_1	Positive sequence armature resistance at 75° C	_____
15. R_2	Negative sequence armature resistance at 75° C	_____
16. R_0	Zero sequence armature resistance at 75° C	_____
17. R_{dc}	Direct current armature resistance at 75° C	_____
18.	Generator neutral grounding resistance	_____ ohms

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19. Generator neutral grounding reactance _____ ohms

9. Required Characteristic Curves and Diagrams

1. Real and reactive power capability curves
2. Saturation curve, full load and no-load
3. "V" curves
4. One-Line diagram showing generator and substation equipment connections (i.e., switchyard configuration)
5. Relay one-line diagram

10. Excitation System Data

1. Excitation system type _____
—
2. Voltage regulator model name _____
—
3. Excitation system model, supply block diagram and model parameters in IEEE2/3/ or PSS/E format
4. Voltage compensation, supply block diagram and settings if used
5. Voltage regulator overexcitation limiters, supply block diagram and model parameters in IEEE4/ format.
6. Power System Stabilizer (if used), supply Power System Stabilizer block diagram and model parameters in IEEE or PSS/E format

K) Turbine Governor Data

1. Model or equipment name for speed/load governor controls _____

² IEEE Standard 421.5-1992 "IEEE Recommended Practice for Excitation System Models for Power System Stability Studies"

³ IEEE Digital Excitation Task Force, "Computer Models for Representation of Digital-Based Excitation Systems," IEEE Transactions on Energy Conversion, Vol. 11, No. 3, September 1996

⁴ IEEE Committee Report, "Recommended Models for Overexcitation Limiting Devices," IEEE Transactions on Energy Conversion, Vol. 10, No. 4, December 1995

2. Speed/Load governor model, supply block diagram and model parameters in IEEE^{5/6} or PSS/E format

L) Generator Step-up Transformer Data

1. Manufacturer _____
2. Model Type _____
3. Serial Number _____
4. Rating _____ MVA
5. High voltage winding, nominal voltage _____ kV
6. High voltage winding connection (wye/delta) _____
7. Low voltage winding, nominal voltage _____ kV
8. Low voltage winding connection (wye/delta) _____
9. Transformer resistance _____ p.u.
10. Transformer reactance _____ p.u.
11. Transformer impedance base values _____ MVA _____ kV
12. Available tap settings

HV taps	_____ kV
LV taps	_____ kV
13. Expected tap settings

HV taps	_____ kV
LV taps	_____ kV

⁵ IEEE Committee Report, "Dynamic Models for Steam and Hydro Turbine Control Models for System Dynamic Studies," IEEE transactions on Power Apparatus and Systems, Vol. PAS-92, November, 1973

⁶ W.I. Rowen, "simplified Mathematical Representations of Heavy Duty Gas Turbines," Transactions of ASME, Vol.105(1), 1983

M) Start-Up Transformer Data

1. Manufacturer _____
2. Model Type _____
3. Serial Number _____
4. Rating _____ MVA
5. High voltage winding, nominal voltage _____ kV
6. High voltage winding connection (wye/delta) _____
7. Low voltage winding, nominal voltage _____ kV
8. Low voltage winding connection (wye/delta) _____
9. Transformer resistance _____ p.u.
10. Transformer reactance _____ p.u.
11. Transformer impedance base values _____ MVA _____ kV
12. Available tap settings
 - HV taps _____ kV
 - LV taps _____ kV
13. Expected tap settings
 - HV taps _____ kV
 - LV taps _____ kV
14. Expected Startup Power Demand
 - _____ MW
 - _____ MVAR

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ATTACHMENT T**Existing Transmission Agreements****1.0 General Description**

This Attachment describes the rules applicable to Existing Transmission Agreements. Agreements for transmission service that are not Existing Transmission Agreements shall be procured under this Tariff.

2.0 Scope

This Attachment shall apply to all Existing Transmission Agreements to the extent they relate to interconnection and transmission services, including, but not limited to:

- 2.1 All existing agreements between a ~~Participating Owner or Divesting Owner (for purposes of this Attachment, a Participant)~~ and another party or itself (whether a ~~Participant or Non-Participant~~) Participating Owner or Non-Participating Owner that govern the allocation of transmission capacity associated with an interface between two or more transmission systems, regardless of whether the interface is later classified as a Flowgate or simply a node on the grid ("Interface Agreements").
- 2.2 All existing agreements between a ~~Participant~~ Participating Owner and another party or itself (whether a ~~Participant or Non-Participant~~) Participating Owner or Non-Participating Owner that govern the interconnection of facilities, including, but not limited to, interchange agreements between control areas, agreements governing the interconnection of the transmission facilities, and agreements governing the interconnection of transmission and generation facilities ("Interconnection Agreements").
- 2.3 All existing agreements between a ~~Participant~~ Participating Owner and another party or itself (whether a ~~Participant or Non-Participant~~) Participating Owner or Non-Participating Owner that provide transmission service, including, but not limited to, bundled and unbundled transmission service and pre- and post-Order No. 888 service ("Transmission Service Agreements" or "TSA").

3.0 General Rule

The formation of the Transmission Provider does not require the generic abrogation of ETAs. Parties to such ETAs may, however, exercise whatever FPA Section 205 and 206 rights they may have to convert such agreements to Transmission Provider service or to amend such contracts to facilitate the operation of the Transmission Provider's Transmission System. The Transmission Provider may, pursuant to FPA Section 206, propose an amendment to any non-rate term or condition of an ETA that adversely affects its ability to administer this Tariff or its operation of the grid.

~~Rules Applicable to the ETAs of a Divesting Owner~~

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~~4.1 A Divesting Owner shall assign to the Transmission Provider all Interconnection Agreements and Interface Agreements, provided, however, that any transmission service rights set forth in such agreements (including any PTRs that are allocated to such existing firm rights) shall be retained by the Divesting Owner to enable it to meet its native load and contractual obligations under any of its TSAs.~~

~~4.2 A Divesting Owner shall not be required to assign its TSAs to the Transmission Provider, provided, however, that a TSA or any portion thereof may be assigned or transferred to the Transmission Provider by mutual consent of the Divesting Owner and the Transmission Provider. If the TSA is neither assigned to the Transmission Provider nor converted to service under this Tariff, the provisions of Section 7.2 of this Attachment T shall apply.~~

5.04.0 Rules Applicable to the ETAs of a PO

~~5.1~~ 4.1 The Transmission Provider shall administer the operational provisions of the Interconnection Agreements or Interface Agreements of a PO. For these purposes, “operational provisions” shall refer to those provisions that govern the operation of the PO’s transmission facilities, including the scheduling or use of transmission service. The PO and Transmission Provider shall enter into good faith negotiations prior to the start up of Transmission Provider operations to develop such arrangements as are necessary to provide for the Transmission Provider’s administration of the operational provisions of those Agreements.

~~5.2~~ 4.2 A PO shall not be required to assign its TSAs to the Transmission Provider. If a TSA is neither assigned to the Transmission Provider nor converted to service under this Tariff, the provisions of Section 7.2 6.2 of this Attachment T shall apply.

~~6.0~~ 5.0 PTRs Assigned to ETAs

Any ETA that conveys firm transmission rights shall be allocated PTRs in accordance with Attachment P of this Tariff. The party to the ETA that is entitled to, and responsible for, the reservation and scheduling of transmission service under the ETA shall be entitled to, and responsible for, the scheduling of such PTRs to facilitate use of the applicable Flowgate(s). Such PTRs shall be treated the same as any other PTR (i.e., if they are not scheduled, they can be sold to third parties by the Transmission Provider).

~~7.0~~ 6.0 Specific Rules for Transmission Service Agreements

~~7.1~~ 6.1 Conversion to Transmission Provider Service

With the exception of TSAs governed by Section ~~8.0~~ 7.0 of this Attachment T, a party to a TSA may, consistent with its FPA Section 205 or 206 rights, seek to have its TSA converted to service under this Tariff. “Conversion” shall mean, for these purposes, that (a) the customer, following conversion, shall take and pay for service pursuant to the Tariff and shall receive whatever rights, and assume whatever obligations, are associated with that service, and (b) the provider of transmission service shall cease collecting revenues under the TSA and shall no longer bear any responsibility, or hold any rights, with respect to such TSA. After

conversion of the TSA to Tariff service, the transmission service portions of the TSA shall terminate.

7.2 6.2 Unconverted TSA

The following rules shall apply to a TSA that has not been converted to Tariff service.

- (a) The PO ~~or Divesting Owner~~ that, prior to Transmission Provider operations, was the transmission provider under the ETA (for these purposes, "Seller") shall be responsible for procuring, and paying for, the necessary services from the Transmission Provider to perform its obligations under the TSA, provided that the Seller shall not be responsible to pay the Zonal Rate. The Seller shall have the sole rights, and associated obligations, to any service that is so procured. The revenues from such contracts shall be retained by the Seller. These revenues shall be used to reduce the Annual Zonal Transmission Costs that include the Participating Owner's facilities.
- (b) In procuring service under the Tariff pursuant to subparagraph (a), Seller shall be responsible for reconciling the differences, if any, between scheduling and other protocols set forth in its TSAs and those in the Tariff or, alternatively, for seeking an amendment, pursuant to FPA Section 205 or 206, to eliminate those differences.
- (c) If, in meeting its obligations to perform under the TSA, the Seller incurs additional costs from the Transmission Provider, the Seller may, consistent with its FPA Section 205 or 206 rights under the TSA, seek to recover such costs from the customer through an amendment to the TSA.
- (d) The transmission customer under the TSA shall pay to Seller all amounts due under the TSA and all such payments shall be retained by the Seller.

8-0 7.0 Transition Period for Certain Agreements

- 8-1 7.1 To mitigate cost shifts associated with the transition to regional transmission rates, TSAs that provide long-term Inter-Zonal Service shall be subject to the rules in this Section 8 7. Inter-Zonal Service is defined, for these purposes, as transmission service from one Transmission Rate Zone to another, where the same customer bears transmission charges on both systems. If Inter-Zonal Service does not include service to load that is not located within the Transmission System. No charges under this Tariff shall apply to Inter-Zonal Service. Notwithstanding the foregoing, if more than one customer pays a transmission access charge to deliver the power from source to sink, the transmission access charges associated with the Transmission Rate Zone in which the load is not located shall be phased out in Tariff Years 6-10, consistent with this Attachment, only if all parties to the transaction agree that the load consuming the power will receive, on a dollar-for-dollar basis, the reduction in transmission access charges.

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- (a) The transmission charges levied under the ETA shall remain in effect during Tariff Years 1-5 of Transmission Provider operations and shall be phased out in equal increments (20% per year) over Tariff Years 6-10 of Transmission Provider operations to the extent the contract remains in effect as of those dates. If the ETA does not separately state its transmission charges (i.e., the contract constitutes a bundled sale), the phase-out of charges shall be calculated by reference to the Zonal Rate in effect in Tariff Year 5 (the last year a full Zonal Rate remains in effect) of the ~~Participant~~ Participating Owner that was providing Inter-Zonal Service prior to Transmission Provider formation.
- (b) The revenues from such contracts shall be retained by the ~~Participant~~ Participating Owner providing the service. These revenues shall be used to reduce the Annual Zonal Transmission Costs that include the ~~Participant's~~ Participating Owner's facilities.
- (c) If a customer terminates such a contract during the first ten years of Transmission Provider operations, the Transmission Provider shall provide service to that customer at the zonal Point-to-Point charge of the ~~Participant~~ Participating Owner that provided transmission service under the contract. The revenue from the zonal charge shall be distributed to the ~~Participant~~ Participating Owner providing the service. (This rule does not apply to contracts that expire on a date certain fixed in the contract.)

~~8.2 Participants~~ 7.2 Participating Owners that lose short-term wheeling revenue due to the elimination of pancaked rates shall be compensated for such loss through payments by the Transmission Provider out of revenues received by the Transmission Provider for Short-Term Firm and Non-Firm Point-to-Point Transmission Service. The loss of revenue for each ~~Participant~~ Participating Owner shall be calculated using a ~~2000~~ base year amount of revenues from short-term Inter-Zonal service. The base year shall be the year prior to January 1 of the year the Transmission Provider begins commercial operations. The Transmission Provider shall make payments to each ~~Participant~~ Participating Owner for its base year amount in declining increments (by 20 percent per year) over the first five Tariff Years. If such revenues are insufficient in any Tariff Year to make such payments, the unfunded amounts shall be carried over and paid out of revenues in subsequent Tariff Years (but not to exceed Tariff Year 5).

~~9.0~~ 8.0 Rules Applicable to Service Entered Into After December 15, 2000

~~9.1~~ 8.1 Long-Term Arrangements

If, ~~after December 15, 2000,~~ on or after January 1 of the year the Transmission Provider begins commercial operations, a PO or ~~Divesting Owner~~ enters into any new ETA, or agrees to purchase or provide long-term transmission service under an ETA executed prior to that date, the new service provided under such ETA shall

be converted to Transmission Provider service upon the commencement of Transmission Provider operations. Notwithstanding the foregoing, if such service is point-to-point service, and the applicable resource will be designated as a Network Resource, the customer receiving such service will have a one-time option, at the time the resource is designated as a Network Resource, to reduce its point-to-point reserved capacity or terminate such capacity. Any amount of reserved capacity that remains shall be allocated PTRs consistent with Attachment P, and the customer will continue to pay for such reserved capacity in accordance with the charges under this Tariff for Point-to-Point Transmission Service. "Long-term transmission service" shall mean any service for more than one year.

9.2 8.2 Short-Term Arrangements

If a PO or ~~Divesting Owner~~ agrees to provide, or to purchase, short-term firm and nonfirm service that has a term that extends beyond the date of Transmission Provider operations, that service shall convert to Transmission Provider service upon the commencement of Transmission Provider operations. "Short-term transmission service" shall mean any service with a term of one year or less.

9.3 8.3 Conversion Procedures

The PO or ~~Divesting Owner~~ that enters into any agreement described in Sections ~~9.1 8.1~~ or ~~9.2 8.2~~ of this Attachment T shall cooperate with the Transmission Provider to develop appropriate procedures to provide for the orderly conversion of service to the Tariff, including, but not limited to, billing the customer on a pro rata basis to ensure that the customer is not double charged for service during the billing cycle that includes the start date for Transmission Provider operations.

10.0 9.0 Identification of ETAs

Exhibit T-1 hereto is a list that specifies, for each ETA, of the name of the transmission provider, the name of the customer, the title of the contract, the FERC rate schedule designation (if any).

Exhibit T-1**List of Existing Transmission Agreements^{7/}**

Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Tampa Electric Co	Orlando Utilities Commission	Interconnection/Substation Operating Agreement	Rate Sch 63
Tampa Electric Co	Orlando Utilities Commission	Interconnection/Substation Operating Agreement	Rate Sch 60
Tampa Electric Co	Reedy Creek Improvement District	Interconnection/Substation Operating Agreement	Rate Sch 66
Tampa Electric Co	Florida Power Corporation	Interconnection/Transmission Service Agreement	TEC Rate Sch 48 & FPC Suppl No 26 to Rate Sch 80
Tampa Electric Co	Orlando Utilities Commission	Jt Ownership Agreement	Rate Sch 64
Tampa Electric Co	Orlando Utilities Commission	Jt Ownership Agreement	Rate Sch 65
Tampa Electric Co	Florida Power Corp TEC Sheldon Rd FPC Lake Tarpon	Interconnection Agreement	
Tampa Electric Co	Florida Power Corp TEC Sheldon Rd FPC Lake Tarpon	Interconnection Agreement	
Tampa Electric Co	Florida Power Corp TEC Sheldon Rd FPC Lake Tarpon	Interconnection Agreement	
Tampa Electric Co	Florida Power Corp TEC Pebbledale FPC Barcola	Interconnection Agreement	
Tampa Electric Co	Florida Power Corp TEC So Eloise FPC No Bartow	Interconnection Agreement	Rate Sch 43

^{7/} This list is not intended to be exhaustive at this time.

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Tampa Electric Co	Florida Power Corp TEC So Eloise FPC W Lake Wales	Interconnection Agreement	
Tampa Electric Co	Florida Power Corp TEC Pebbledale FPC No Bartow	Interconnection Agreement	Rate Sch 43
Tampa Electric Co	Florida Power Corp TEC Hardee FPC Vandolah	Interconnection Agreement	
Tampa Electric Co	Florida Power Corp TEC Dade City FPC Zephyrhills N	Interconnection Agreement	
Tampa Electric Co	Florida Power Corp TEC Dade City FPC Union Hall	Interconnection Agreement	
Tampa Electric Co	Florida Power Corp TEC Dale Mabry FPC Denham	Interconnection Agreement	
Tampa Electric Co	Florida Power Corp TEC Orchid Springs Tap FPC Haines City Tap	Interconnection Agreement	
Tampa Electric Co	Florida Power Corp TEC Cabbage Hill FPC Zephyrhills	Interconnection Agreement	
Tampa Electric Co	Florida Power Corp TEC Cabbage Hill FPC Denham	Interconnection Agreement	
Tampa Electric Co	Florida Power Corp TEC Phillips FPC DeSoto City	Interconnection Agreement	
Tampa Electric Co	Florida Power Corp TEC Dinner Lake FPC Lakewood	Interconnection Agreement	
Tampa Electric Co	Florida Power Corp TEC Dinner Lake FPC Sun'N Lakes	Interconnection Agreement	

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Effective 3/30/2015 Effective on the Date of GridFlorida Operations

Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Tampa Electric Co	Florida Power & Light TEC Big Bend FPL Ringling	Interconnection Agreement	
Tampa Electric Co	Florida Power & Light TEC Big Bend FPL Manatee	Interconnection Agreement	
Tampa Electric Co	Florida Power & Light TEC Big Bend FPL Manatee	Interconnection Agreement	Rate Sch 42 & Suppl No 1 to Rate Sch 42
Tampa Electric Co	City of Lakeland (FL Municipal Power Pool) TEC Sandhill LAK Highland City	Interconnection Agreement	Rate Sch 41
Tampa Electric Co	City of Lakeland (FL Municipal Power Pool) TEC Polk City LAK Orangedale	Interconnection Agreement	Rate Sch 45
Tampa Electric Co	City of Lakeland TEC Lake Agnes LAK McIntosh	Interconnection Agreement	
Tampa Electric Co	City of Lakeland (FL Municipal Power Pool) TEC Gapway LAK East	Interconnection Agreement	
Tampa Electric Co	Seminole Electric Cooperative Inc TEC Hardee SEC Lee	Interconnection Agreement	
Tampa Electric Co	Withlacoochee River TEC Cabbage Hill WRAC Saddle brook	Interconnection Agreement	
Tampa Electric Co	Reedy Creek Improvement District TEC Osceola RCID Studio	Interconnection Agreement	
Tampa Electric Co	Orlando Utilities Commission TEC Lake Agnes OUC Osceola	Interconnection Agreement	

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Tampa Electric Co	Orlando Utilities Commission TEC Osceola OUC Cane Island	Interconnection Agreement	
Tampa Electric Co	Auburndale Power Partners	Interconnection Agreement	Rate Sch 49
Tampa Electric Co	Auburndale Power Partners	Interconnection Agreement	Suppl No 1 to Rate Sch 49
Tampa Electric Co	Cargill Fertilizer Ridgewood	Interconnection Agreement	Suppl No 4 to Rate Sch 39
Tampa Electric Co	Cargill Fertilizer Ridgewood & Millpoint	Transmission Svc Agreement	Rate Sch 39
Tampa Electric Co	Cargill Fertilizer Millpoint	Interconnection Agreement	Rate Sch 51
Tampa Electric Co	Cutrale Fruit Juices Inc	Interconnection Agreement	
Tampa Electric Co	C F Industries	Interconnection Agreement	
Tampa Electric Co	City of Tampa Sewage (Adv Wastewater Treatment Plant - HP)	Interconnection Agreement	
Tampa Electric Co	City of Tampa Refuse (McKay Bay)	Interconnection Agreement	
Tampa Electric Co	Farmland Hydro LP	Interconnection Agreement	
Tampa Electric Co	Hillsborough County Solid Waste Energy Recovery	Interconnection Agreement	
Tampa Electric Co	IMC Agrico - New Wales	Interconnection Agreement	
Tampa Electric Co	IMC Agrico - So Pierce	Interconnection Agreement	
Tampa Electric Co	IMC Agrico - Nichols	Interconnection Agreement	
Tampa Electric Co	Mulberry Phosphates Inc	Interconnection Agreement	Rate Sch 44
Tampa Electric Co	Mulberry Phosphates Inc	Transmission Svc Agreement	Rate Sch 28
Tampa Electric Co	Nitram Inc	Interconnection Agreement	

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Tampa Electric Co	Hardee Power Partners Ltd/Seminole Electric Cooperative	Tripartate Interconnection Agreement	Suppl No 8 to Rate Sch 37
Tampa Electric Co	Florida Power Corporation	Power Sale with Bundled Transmission Svc	1 st Revised Vol 1, SA 5
Tampa Electric Co	FMPA (City of Ft Meade)	Power Sale with Bundled Transmission Svc	1 st Revised Vol 1, SA 3
Tampa Electric Co	Hardee Power Partners Ltd	Transmission Svc Agreement	Suppl to Rate Sch 33
Tampa Electric Co	Reedy Creek Improvement District	Power Sale with Bundled Transmission Svc	Rate Sch 55
Tampa Electric Co	Seminole Electric Cooperative Inc	Power Sale with Bundled Transmission Svc	Rate Sch 37
Tampa Electric Co	City of St Cloud	Power Sale with Bundled Transmission Svc	1 st Revised Vol 1, SA 6
Tampa Electric Co	City of Wauchula	Power Sale with Bundled Transmission Svc	1 st Revised Vol 1, SA 2
Tampa Electric Co	Seminole Electric Cooperative Inc	Transmission Svc Agreement	Rate Sch 52
Tampa Electric Co	Orange Cogen (Polk Pwr Partners Ltd)	Power Purchase	FPC-T-4(OATT) <u>1(Tariff)</u>
Tampa Electric Co	Florida Power Corp	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 6
Tampa Electric Co	Florida Power & Light	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 7
Tampa Electric Co	Util Comm of New Smyrna Beach	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 13
Tampa Electric Co	Jacksonville Electric Authority	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 14
Tampa Electric Co	Kissimmee Util Authority	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 16
Tampa Electric Co	City of St Cloud	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 17

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Tampa Electric Co	Gainesville Regional Util Commission	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 19
Tampa Electric Co	City of Tallahassee	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 20
Tampa Electric Co	City of Lakeland	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 21
Tampa Electric Co	City of Lake Worth	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 26
Tampa Electric Co	Orlando Utilities Commission	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 27
Tampa Electric Co	Florida Municipal Power Agency	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 29
Tampa Electric Co	Util Board of the City of Key West	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 30
Tampa Electric Co	City of Homestead	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 32
Tampa Electric Co	Florida Power & Light	Transmission Svc Agreement (Opportunity Sales Agreement)	Rate Sch 35
Tampa Electric Co	City of Wauchula	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 36
Tampa Electric Co	Seminole Electric Cooperative Inc	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 37
Tampa Electric Co	Oglethorpe Power Corp	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 38
Tampa Electric Co	FMPA (City of Ft Mead)	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 40
Tampa Electric Co	Reedy Creek Improvement District	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 54
Tampa Electric Co	Tennessee Valley Authority	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 57
Tampa Electric Co	South Carolina Gas & Electric Co	Transmission Svc Agreement (Opportunity Sales Agreement)	Rate Sch 58
Tampa Electric Co	Southern Company Services	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 62

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Effective 3/8/2014 Effective on the Date of GridFlorida Operations

Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Tampa Electric Co	The Energy Authority Inc	Transmission Svc Agreement (Opportunity Sales Agreement)	Rate Sch 67
Tampa Electric Co	El Paso Merchant Energy LP	Transmission Svc Agreement (Opportunity Sales Agreement)	Rate Sch 68
Tampa Electric Co	LG&E Marketing Inc	Transmission Svc Agreement (Opportunity Sales Agreement)	Rate Sch 69
Tampa Electric Co	PECO Energy Co - Power Team	Transmission Svc Agreement (Opportunity Sales Agreement)	Rate Sch 70
Tampa Electric Co	Koch Energy Trading Inc	Transmission Svc Agreement (Opportunity Sales Agreement)	Rate Sch 71
Tampa Electric Co	Tennessee Valley Authority	Transmission Svc Agreement (Opportunity Sales Agreement)	Rate Sch 72
Tampa Electric Co	Southern Company Energy Marketing LP	Transmission Svc Agreement (Opportunity Sales Agreement)	Rate Sch 74
Tampa Electric Co	Tenaska Power Services Co	Transmission Svc Agreement (Opportunity Sales Agreement)	Rate Sch 75
Tampa Electric Co	Virginia Electric and Power Co	Transmission Svc Agreement (Opportunity Sales Agreement)	Rate Sch 76
Tampa Electric Co	AIG Trading Corporation	Transmission Svc Agreement	1 st Rev Vol 4, SA 17
Tampa Electric Co	Auburndale Power Partners LP	Transmission Svc Agreement	1 st Rev Vol 4, SA 30
Tampa Electric Co	CINERGY Svc Inc, Agent for CG&E & PSI	Transmission Svc Agreement	1 st Rev Vol 4, SA 18
Tampa Electric Co	City of Lakeland	Transmission Svc Agreement	1 st Rev Vol 4, SA 7
Tampa Electric Co	City of Lake Worth	Transmission Svc Agreement	1 st Rev Vol 4, SA 5
Tampa Electric Co	Coral Power LLC	Transmission Svc Agreement	1 st Rev Vol 4, SA 24
Tampa Electric Co	Dynegy Power Marketing Inc	Transmission Svc Agreement	1 st Rev Vol 4, SA 12
Tampa Electric Co	Engage Energy US LP	Transmission Svc Agreement	1 st Rev Vol 4, SA 42

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Effective on the Date of GridFlorida Operations

Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Tampa Electric Co	Enron Power Marketing Inc	Transmission Svc Agreement	1 st Rev Vol 4, SA 34
Tampa Electric Co	Florida Municipal Power Agency	Transmission Svc Agreement	1 st Rev Vol 4, SA 48
Tampa Electric Co	Florida Power & Light	Transmission Svc Agreement	1 st Rev Vol 4, SA 1
Tampa Electric Co	Florida Power Corporation	Transmission Svc Agreement	1 st Rev Vol 4, SA 46
Tampa Electric Co	Hardee Power Partners LTD	Transmission Svc Agreement	1 st Rev Vol 4, SA 39
Tampa Electric Co	NP Energy Inc	Transmission Svc Agreement	1 st Rev Vol 4, SA 25
Tampa Electric Co	Orlando Utilities Commission	Transmission Svc Agreement	1 st Rev Vol 4, SA 10
Tampa Electric Co	PECO Energy Co Power Team	Transmission Svc Agreement	1 st Rev Vol 4, SA 19
Tampa Electric Co	Reedy Creek Improvement District	Transmission Svc Agreement	1 st Rev Vol 4, SA 28
Tampa Electric Co	SCANA Energy Marketing Inc	Transmission Svc Agreement	1 st Rev Vol 4, SA 14
Tampa Electric Co	South Carolina Electric & Gas Co	Transmission Svc Agreement	1 st Rev Vol 4, SA 6
Tampa Electric Co	Southern Company Services Inc	Transmission Svc Agreement	1 st Rev Vol 4, SA 20
Tampa Electric Co	Southern Company Energy Marketing LP	Transmission Svc Agreement	1 st Rev Vol 4, SA 27
Tampa Electric Co	Tampa Electric Company	Transmission Svc Agreement	1 st Rev Vol 4, SA 9
Tampa Electric Co	Tenaska Power Services Co	Transmission Svc Agreement	1 st Rev Vol 4, SA 40
Tampa Electric Co	Tennessee Valley Authority	Transmission Svc Agreement	1 st Rev Vol 4, SA 41
Tampa Electric Co	The Energy Authority Inc	Transmission Svc Agreement	1 st Rev Vol 4, SA 51

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Tampa Electric Co	Utilities Commission, City of New Smyrna Beach	Transmission Svc Agreement	1 st Rev Vol 4, SA 53
Tampa Electric Co	Utility Board of the City of Key West, FL	Transmission Svc Agreement	1 st Rev Vol 4, SA 4
Tampa Electric Co	Virginia Electric and Power Company	Transmission Svc Agreement	1 st Rev Vol 4, SA 32
Tampa Electric Co	Western Power Services Inc	Transmission Svc Agreement	1 st Rev Vol 4, SA 21
Tampa Electric Co	Williams Energy Services Company	Transmission Svc Agreement	1 st Rev Vol 4, SA 8
Tampa Electric Co	Auburndale Power Partners LP	Transmission Svc Agreement	1 st Rev Vol 4, SA 29
Tampa Electric Co	City of Lakeland, FL	Transmission Svc Agreement	1 st Rev Vol 4, SA 49
Tampa Electric Co	Enron Power Marketing Inc	Transmission Svc Agreement	1 st Rev Vol 4, SA 33
Tampa Electric Co	Florida Municipal Power Agency	Transmission Svc Agreement	1 st Rev Vol 4, SA 47
Tampa Electric Co	Florida Power Corporation	Transmission Svc Agreement	1 st Rev Vol 4, SA 45
Tampa Electric Co	Hardee Power Partners Ltd	Transmission Svc Agreement	1 st Rev Vol 4, SA 36
Tampa Electric Co	Reedy Creek Improvement District	Transmission Svc Agreement	1 st Rev Vol 4, SA 44
Tampa Electric Co	Tampa Electric Co (FMPA-Capacity & Energy)	Transmission Svc Agreement	1 st Rev Vol 4, SA 43
Tampa Electric Co	Tampa Electric Co (Utili Comm, City of New Smyrna Beach - Capacity & Energy)	Transmission Svc Agreement	1 st Rev Vol 4
Tampa Electric Co	Tampa Electric Company (Umbrella Agreement)	Transmission Svc Agreement	1 st Rev Vol 4, SA 35
Tampa Electric Co	Tenaska Power Services Co	Transmission Svc Agreement	1 st Rev Vol 4, SA 37

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Tampa Electric Co	Tennessee Valley Authority	Transmission Svc Agreement	1 st Rev Vol 4, SA 38
Tampa Electric Co	The Energy Authority Inc	Transmission Svc Agreement	1 st Rev Vol 4, SA 50
Tampa Electric Co	Utilities Commission, City of New Smyrna Beach	Transmission Svc Agreement	1 st Rev Vol 4, SA 52
Tampa Electric Co	Virginia Electric and Power Co	Transmission Svc Agreement	1 st Rev Vol 4, SA 31
Tampa Electric Co	Allegheny Energy Supply Co LLC	Transmission Svc Agreement	1 st Rev Vol 4, SA 55
Tampa Electric Co	Cargill-Alliant LLC	Transmission Svc Agreement	1 st Rev Vol 4, SA 57
Tampa Electric Co	Cargill Fertilizer Inc	Transmission Svc Agreement	1 st Rev Vol 4, SA 59
Tampa Electric Co	Allegheny Energy Supply Co LLC	Transmission Svc Agreement	1 st Rev Vol 4, SA 54
Tampa Electric Co	Cargill-Alliant LLC	Transmission Svc Agreement	1 st Rev Vol 4, SA 56
Tampa Electric Co	Cinergy Services Inc	Transmission Svc Agreement	1 st Rev Vol 4, SA 58
Florida Power & Light	Seminole Lee	Interconnection Agreement	
Florida Power & Light	Osceola Farms	Interconnection Agreement; Transmission Svc Agreement	COG-1
Florida Power & Light	Cape Canaveral/Orlando Utilities Commission	Interconnection Agreement	
Florida Power & Light	Solid Waste Palm Beach QF	Interconnection Agreement; Transmission Svc Agreement	
Florida Power & Light	US Air Force	Interconnection Agreement	
Florida Power & Light	S District Waste Water	Interconnection Agreement	
Florida Power & Light	Naples Beach QF	Interconnection Agreement	
Florida Power & Light	National Aeronautics	Interconnection Agreement	
Florida Power & Light	Barnett Tech Inc	Interconnection Agreement	

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Florida Power & Light	Bell South	Interconnection Agreement	
Florida Power & Light	Dade CRRF	Interconnection Agreement	
Florida Power & Light	DTH TECHCO	Interconnection Agreement	
Florida Power & Light	Fort Pierce	Interconnection Agreement	
Florida Power & Light	FAA	Interconnection Agreement	
Florida Power & Light	FMPA/Clewiston	Interconnection Agreement	
Florida Power & Light	Florida Power Corp	Interconnection Agreement	
Florida Power & Light	Florida Power Corp	Interconnection Agreement	
Florida Power & Light	Florida Power Corp	Interconnection Agreement	
Florida Power & Light	FKEC/Key West	Interconnection Agreement	
Florida Power & Light	Gainesville	Interconnection Agreement	
Florida Power & Light	Seminole Electric	Interconnection Agreement	
Florida Power & Light	US Air Force	Interconnection Agreement	
Florida Power & Light	BIO-Energy Partners Inc	Interconnection Agreement; Transmission Svc Agreement	COG-2
Florida Power & Light	Sarasota Mem Hosp	Interconnection Agreement	
Florida Power & Light	Indiantown Cogen QF	Interconnection Agreement; Transmission Svc Agreement	COG-2
Florida Power & Light	Georgia-Pacific	Interconnection Agreement; Transmission Svc Agreement	COG-2
Florida Power & Light	Wheelabrator N Broward	Transmission Svc Agreement	
Florida Power & Light	Wheelabrator S Broward	Transmission Svc Agreement	COG-2
Florida Power & Light	AES-Cedar Bay	Transmission Svc Agreement	COG-2
Florida Power & Light	Lee County RR	Transmission Svc Agreement	COG-1
Florida Power & Light	MM Tomoka Farms	Transmission Svc Agreement	COG-1
Florida Power & Light	Okeelanta Corp	Transmission Svc Agreement	COG-1
Florida Power & Light	Tropicana	Transmission Svc Agreement	COG-1

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Florida Power & Light	US Sugar	Transmission Svc Agreement	
Florida Power & Light	Royster	Transmission Svc Agreement	COG-2
Florida Power & Light	SES Broward Company	Transmission Svc Agreement	COG-2
Florida Power & Light	Seminole Electric Cooperative Inc	Transmission Svc Agreement	Rate Sch 162
Florida Power & Light	Georgia Transmission	Transmission Svc Agreement	OATF <u>Tariff</u> T2.R1.A0.SA1.R.A0 RS79.R.A0.P0000
Florida Power & Light	City of Starke	Transmission Svc Agreement	
Florida Power & Light	FMPA	Transmission Svc Agreement	Rate Sch 72
Florida Power & Light	FMPA	Transmission Svc Agreement	Rate Sch 92
Florida Power & Light	FMPA/Stanton	Transmission Svc Agreement	Rate Sch 92
Florida Power & Light	FMPA/Tri County	Transmission Svc Agreement	Rate Sch 93
Florida Power & Light	FMPA/St Lucie	Transmission Svc Agreement	Rate Sch 72
Florida Power & Light	Metro Dade	Transmission Svc Agreement	Rate Sch 124
Florida Power & Light	St Lucie/OUC	Transmission Svc Agreement	Rate Sch 72
Florida Power & Light	FMPA/Stanton II	Transmission Svc Agreement	Rate Sch 72
Florida Power & Light	Jacksonville Electric	Jt Ownership of Substation	
Florida Power & Light	Florida Crushed Stone	Transmission Svc Agreement	COG-2
Florida Power & Light	Southern Company Service Scherer #4	Transmission Svc Agreement	
Florida Power & Light	FMPA PSL2	Transmission Svc Agreement	Rate Sch 72
Florida Power & Light	Orlando Utilities Comm	Transmission Svc Agreement	Rate Sch 69
Florida Power & Light	Dade County	Transmission Losses	Rate Sch 124
Florida Power & Light	FKEC	Power Sale w/Bundled Transmission Service	Rate Sch 130
Florida Power & Light	Southern Company	Interface Agreement	
Florida Power & Light	Jacksonville Electric Authority	Interface Agreement	RS3.R.A0.P0000
Florida Power & Light	Florida Municipal Power Agency	Transmission Svc Agreement (Interchange Agreement)	RS86R.A0.P0000

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Florida Power & Light	Florida Power Corp	Transmission Svc Agreement (Interchange Agreement)	RS24.R.A0.P0000 RS61.R.A0.P0000
Florida Power & Light	Gainesville Regional Util Commission	Transmission Svc Agreement (Interchange Agreement)	RS62.R.A0.P0000 RS81.R.A0.P0000
Florida Power & Light	City of Homestead	Transmission Svc Agreement (Interchange Agreement)	RS55.R.A0.P0000
Florida Power & Light	Jacksonville Electric Authority	Transmission Svc Agreement (Interchange Agreement)	RS31.R.A0.P0000 RS60.R.A0.P0000
Florida Power & Light	City of Lakeland	Transmission Svc Agreement (Interchange Agreement)	RS43.R.A0.P0000 RS46.R.A0.P0000
Florida Power & Light	City of Lake Worth	Transmission Svc Agreement (Interchange Agreement)	RS7.R.A0.P0000 RS56.R.A0.P0000
Florida Power & Light	New Smyrna Beach	Transmission Svc Agreement (Interchange Agreement)	RS59.R.A0.P0000 RS88.R.A0.P0000 RS89.R.A0.P0000
Florida Power & Light	Orlando Utilities Commission	Transmission Svc Agreement (Interchange Agreement)	RS33.R.A0.P0000 RS66.R.A0.P0000 RS70.R.A0.P000
Florida Power & Light	Southern Company Services	Transmission Svc Agreement (Interchange Agreement)	RS36.R.A0.P00000 RSW45.R.A0.P000
Florida Power & Light	Reedy Creek Improvement District	Transmission Svc Agreement (Interchange Agreement)	RS112.R.A0.P0000
Florida Power & Light	City of St Cloud	Transmission Svc Agreement (Interchange Agreement)	RS40.R.A0.P0000 RS63.R.A0.P0000
Florida Power & Light	Seminole Electric Cooperative	Transmission Svc Agreement (Interchange Agreement)	RS78.R.A0.P0000 RS102.R.A0.P0000
Florida Power & Light	City of Tallahassee	Transmission Svc Agreement (Interchange Agreement)	RS47.R.A0.P0000 RS98.R.A0.P0000 RS107.R.A0.P0000
Florida Power & Light	Tampa Electric Company	Transmission Svc Agreement (Interchange Agreement)	RS23.R.A0.P0000 RS57.R.A0.P0000
Florida Power Corp	Central Power & Lime	Interconnection Agreement	
Florida Power Corp	Jefferson Power	Interconnection Agreement	
Florida Power Corp	Lake Cogen	Interconnection Agreement	

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Florida Power Corp	Lake Co RR	Interconnection Agreement	
Florida Power Corp	Mulberry	Interconnection Agreement	
Florida Power Corp	Orange Cogen	Interconnection Agreement	
Florida Power Corp	Orlando Cogen	Interconnection Agreement	
Florida Power Corp	Pasco Cogen	Interconnection Agreement	
Florida Power Corp	Pasco RR	Interconnection Agreement	
Florida Power Corp	Perpetual Energy	Interconnection Agreement	
Florida Power Corp	Pinellas Co RR	Interconnection Agreement	
Florida Power Corp	Ridge Cogen	Interconnection Agreement	
Florida Power Corp	Timber Energy	Interconnection Agreement	
Florida Power Corp	US Agri Chem	Interconnection Agreement	
Florida Power Corp	Florida Power & Light FPC North Longwood/ FPL Sylvan Sub	Interconnection Agreement	
Florida Power Corp	Florida Power & Light FPC Debar/Altamont/ FPL Sanford Subs	Interconnection Agreement	
Florida Power Corp	Florida Power & Light FPC Deland East Sub/ FPL Deland Sub	Interconnection Agreement	
Florida Power Corp	Florida Power & Light FPC Holopaw Sub/ FPL Poinsett Sub	Interconnection Agreement	
Florida Power Corp	Florida Power & Light FPC Turner Sub/ FPL Barwick Sub	Interconnection Agreement	
Florida Power Corp	Florida Power & Light FPC Suwannee Sub/ FPL Columbia Sub	Interconnection Agreement	
Florida Power Corp	Tampa Electric Co FPC Lake Tarpon Sub/ TEC Sheldon Sub	Interconnection Agreement	

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Florida Power Corp	Tampa Electric Co FPC W Lake Wales Sub/ TEC So Eloise Sub	Interconnection Agreement	
Florida Power Corp	Tampa Electric Co FPC Barcola Sub/ TEC Pebbledale Sub	Interconnection Agreement	
Florida Power Corp	Tampa Electric Co FPC Zephyrhills No Sub/ TEC Dade City Sub/	Interconnection Agreement	
Florida Power Corp	Tampa Electric Co FPC Denham Sub/ TEC Dale Mabry Sub	Interconnection Agreement	
Florida Power Corp	Tampa Electric Co FPC Cypresswood Sub/ TEC Orchid Spngs Sub	Interconnection Agreement	
Florida Power Corp	Tampa Electric Co FPC Sun'n Lake-Desoto City Sub/ TEC Dinner Lake Sub	Interconnection Agreement	
Florida Power Corp	Tampa Electric Co FPC Dinner Lake Sub/ TEC Dinner Lake Sub	Interconnection Agreement	
Florida Power Corp	Tampa Electric Co FPC No Bartow Sub/ TEC No Bartow Sub	Interconnection Agreement	
Florida Power Corp	Tampa Electric Co FPC Union Hall Sub/ TEC Dade City Sub	Interconnection Agreement	
Florida Power Corp	Tampa Electric Co FPC Denham-Zeph Line TEC Cabbage Hill Sub	Interconnection Agreement	
Florida Power Corp	City of Gainesville FPC Archer Sub/ GRU Sernola-Depot line	Interconnection Agreement	
Florida Power Corp	Kissimmee Util Auth FPC Lake Bryan Sub/ KUA Lk Cecile Sub	Interconnection Agreement	

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Florida Power Corp	Kissimmee Util Auth FPC Meadow Wds So Sub/ KUA Employee Sub	Interconnection Agreement	
Florida Power Corp	Lakeland Utilities FPC Griffin Sub/ Lakeland West Sub	Interconnection Agreement	
Florida Power Corp	Lakeland Utilities FPC Barcola Sub/ Lakeland West Sub	Interconnection Agreement	
Florida Power Corp	New Smyrna Beach FPC Cassadaga Sub/ NSB Smyrna Sub	Interconnection Agreement	
Florida Power Corp	Orlando Util Comm FPC Woodsmere Sub/ OUC Pinehill Sub	Interconnection Agreement	
Florida Power Corp	Orlando Util Comm FPC windermere Sub/ OUC Southwood Sub	Interconnection Agreement	
Florida Power Corp	Orlando Util Comm FPC Sky Lake Sub/ OUC Southwood Sub	Interconnection Agreement	
Florida Power Corp	Orlando Util Comm FPC Meadow Wds So Sub/OUC Taft Sub	Interconnection Agreement	
Florida Power Corp	Orlando Util Comm FPC Rio Pinar-Curry Ford Sub/OUC Stanton Plant Sub	Interconnection Agreement	
Florida Power Corp	Reedy Creek FPC Reedy Lake Sub/ RCI Theme Park Sub	Interconnection Agreement	
Florida Power Corp	Reedy Creek FPC Isleworth Sub/ RCI Theme Park Sub	Interconnection Agreement	
Florida Power Corp	Reedy Creek FPC Lake Bryan Sub/ RCI Lk Buena Vista Sub	Interconnection Agreement	

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Florida Power Corp	Seminole Electric FPC Silver Springs Sub/ SEC Silver Spgs No Sub	Interconnection Agreement	
Florida Power Corp	Seminole Electric FPC Dearmin Sub/SEC Silver Spgs No Sub	Interconnection Agreement	
Florida Power Corp	Seminole Electric FPC Martin West Sub/ SEC Silver Spgs No Sub	Interconnection Agreement	
Florida Power Corp	Seminole Electric FPC Vandola Sub/ SEC Hardee Sub	Interconnection Agreement	
Florida Power Corp	City of St. Cloud FPC Holopaw Sub/STC East Sub	Interconnection Agreement	
Florida Power Corp	Southern Company FPC Port St Joe Sub/ SOU Callaway Sub	Interconnection Agreement	
Florida Power Corp	Southern Company FPC Suwannee Sub/ SOU Tifton Sub	Interconnection Agreement	
Florida Power Corp	Southern Company FPC Suwannee Sub/ SOU Pine Grove Sub	Interconnection Agreement	
Florida Power Corp	Southern Company FPC Jasper Sub/ SOU Waycross Sub	Interconnection Agreement	
Florida Power Corp	Southern Company FPC Jasper Sub/ SOU Pine Grove Sub	Interconnection Agreement	
Florida Power Corp	Southern Company FPC Quincy Sub/ SOU Scholz Sub	Interconnection Agreement	
Florida Power Corp	Southern company FPC Quincy Sub/ SOU Bainbridge Sub	Interconnection Agreement	

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Florida Power Corp	Southern Company FPC Monticello Sub/ SOU Boston Sub	Interconnection Agreement	
Florida Power Corp	Southern Company FPC Jasper Sub/ Valdosta Sub	Interconnection Agreement	
Florida Power Corp	City of Tallahassee FPC Crawfordville Sub/ TAL Hopkins Plt Sub	Interconnection Agreement	
Florida Power Corp	City of Tallahassee FPC Tallahassee Sub/ TAL No 3 Sub	Interconnection Agreement	
Florida Power Corp	City of Tallahassee FPC Bradfordville Sub/ TAL No 7 Sub	Interconnection Agreement	
Florida Power Corp	City of Tallahassee FPC St Marks Sub/ TAL Purdom Plt Sub	Interconnection Agreement	
Florida Power Corp	City of Tallahassee FPC Jackson Bluff Sub/ TAL Jackson Bluff Plt	Interconnection Agreement	
Florida Power Corp	Seminole Electric Cooperative Inc	Transmission Svc Agreement	Rate Sch 106
Florida Power Corp	Florida Municipal Power Authority	Transmission Svc Agreement	Rate Sch 107
Florida Power Corp	Southeastern Power Administration	Power Sale with Bundled Transmission Svc	Rate Sch 65
Florida Power Corp	City of Tallahassee	Transmission Svc Agreement	Rate Sch 178
Florida Power Corp	Seminole Electric Cooperative Inc	Transmission Svc Agreement	Rate Sch 176
Florida Power Corp	Williston	Transmission Svc Agreement	Rate Sch 124
Florida Power Corp	Newberry	Power Sale with Bundled Transmission Svc	Rate Sch 116
Florida Power Corp	Chattahoochee	Transmission Svc Agreement	Rate Sch 126
Florida Power Corp	Quincy	Transmission Svc Agreement	Tariff RS2

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Florida Power Corp	Bartow	Transmission Svc Agreement	Tariff V7
Florida Power Corp	Mount Dora	Transmission Svc Agreement	Rate Sch 127
Florida Power Corp	Tal/TriCo	Transmission Svc Agreement	Tariff RS2
Florida Power Corp	Havana	Transmission Svc Agreement	Rate Sch 115
Florida Power Corp	City of St Cloud	Transmission Svc Agreement	Rate Sch 121
Florida Power Corp	Kissimmee Utilities Authority	Transmission Svc Agreement	Rate Sch 120
Florida Power Corp	Utilities Commission, New Smyrna Beach	Transmission Svc Agreement	Rate Sch 144
Florida Power Corp	Utilities Commission, New Smyrna Beach (Peaking)	Transmission Svc Agreement	Orig Vol 6
Florida Power Corp	Reedy Creek Improvement District	Transmission Svc Agreement	Rate Sch 118
Florida Power Corp	City of Tallahassee	Transmission Svc Agreement	Rate Sch 178
Florida Power Corp	Georgia Power (FPC IC11)	Transmission Svc Agreement	
Florida Power Corp	Utilities Commission New Smyrna Beach (FPC/CR#3)	Transmission Svc Agreement	Orig Vol 6
Florida Power Corp	Orlando Utilities Commission (FPC/CR#3)	Transmission Svc Agreement	Orig Vol 6
Florida Power Corp	Kissimmee Utilities Commission (FPC/CR#3)	Transmission Svc Agreement	Orig Vol 6
Florida Power Corp	Gainesville Regional Util Commission (FPC/CR#3)	Transmission Svc Agreement	Orig Vol 6
Florida Power Corp	City of Alachua (FPC/CR#3)	Transmission Svc Agreement	Orig Vol 6
Florida Power Corp	Tallahassee (Corn Hydro)	Transmission Svc Agreement	Orig Vol 6
Florida Power Corp	Central Power & Lime	Transmission Svc Agreement	Orig Vol 6

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Florida Power Corp	Orange Cogen (Polk Pwr Partners LP)	Transmission Svc Agreement	Orig Vol 6
Florida Power Corp	Seminole Electric Cooperative Inc.	Transmission Svc Agreement	Rate Sch T-1
Florida Power Corp	Florida Power Corp	Transmission Svc Agreement	Orig Vol 6, SA 13
Florida Power Corp	City of Homestead	Transmission Svc Agreement	Rate Sch 82
Florida Power Corp	City of Key West	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 108
Florida Power Corp	City of Lakeland	Transmission Svc Agreement	Rate Sch 92
Florida Power Corp	City of New Smyrna Beach	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 104
Florida Power Corp	City of Starke	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 103
Florida Power Corp	City of St Cloud	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 95
Florida Power Corp	City of Tallahassee	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 122
Florida Power Corp	City of Vero Beach	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 141
Florida Power Corp	Florida Municipal Power Agency	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 105
Florida Power Corp	Florida Power & Light	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 81/102
Florida Power Corp	Gainesville Regional Utilities	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 88
Florida Power Corp	Jacksonville Electric Authority	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 91
Florida Power Corp	Kissimmee Utility Authority	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 94
Florida Power Corp	Lake Worth Utilities Authority	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 101
Florida Power Corp	Oglethorpe Power Corp	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 139

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Name of Transmission Provider	Name of Customer	Type of Contract	FERC Rate Schedule
Florida Power Corp	Orlando Utilities Commission	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 86
Florida Power Corp	Reedy Creek Improvement District	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 119
Florida Power Corp	Seminole Electric Cooperative Inc	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 128
Florida Power Corp	Tampa Electric Company	Transmission Svc Agreement (Interchange Agreement)	Rate Sch 80

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ATTACHMENT U**Rate True-Ups**

June 1 of each calendar year, the Transmission Provider shall calculate rates for Long-Term Firm Point-to-Point Transmission Service and Network Service each month of the prior calendar year based on the approved, accepted, or otherwise effective revenue requirements that were in effect during the month (as such revenue requirements may be trued-up) and the Monthly Actual Transmission System Peaks and Monthly Actual Zonal Peaks, as applicable. In calculating said rates, the Transmission Provider shall apply a credit to Annual System Transmission Costs each month equal to (a) the revenues received for sales of PTRs and RTRs during the calendar year, including interest calculated in accordance with 18 C.F.R. § 35.19a(a)(2)(iii), multiplied by (b) the ratio of the Monthly Actual Transmission System Peak for the month to the sum of the Monthly Actual Transmission System Peaks for the calendar year. Also on June 1 of each calendar year, the Transmission Provider shall calculate the Grid Management Charge ~~and charge for Scheduling, System Control and Dispatch Service~~ based on actual cost data and Monthly Actual Transmission System Peaks. The Transmission Provider shall recalculate each Transmission Customer's transmission charges for each month of the expired calendar year using said recalculated rates. The Transmission Provider shall notify each Transmission Customer of the difference between (a) the sum of the monthly charges charged to the Transmission Customer under the Tariff for the expired calendar year and (b) the sum of the monthly charges that would have been charged to the Transmission Customer under the Tariff using the recalculated rates. Payments of any such positive difference shall be made by the Transmission Provider to the Transmission Customer within 30 days of the date the Transmission Provider provides such notice. Payments of any such negative difference shall be made by the applicable Transmission Customer to the Transmission Provider within 30 days of the date the Transmission Provider provides such notice. Payments shall include

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interest calculated in accordance with 18 C.F.R. § 35.19a(a)(2)(iii). Interest shall be calculated for the difference between the amount paid by the Transmission Customer for each month and the amount owed by the Transmission Customer as calculated under this Attachment U for that month, from the original date of receipt of payment by the Transmission Provider of amounts owed for the month to the date the true-up notice is provided pursuant to this provision.

Notwithstanding the foregoing, discounted transmission rates and associated bills under this Tariff shall not be trued-up.

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ATTACHMENT V**Transmission Rate Zones**

The Transmission Rate Zones are as follows:

<u>ZONE</u>	<u>FACILITIES</u>
<ul style="list-style-type: none"> Florida Power & Light* 	FP&L System SECI: Seminole Plant to Rice Creek Hardee Power Station to Lee Seminole Plant to JEA Firestone Seminole 69KV Facilities in FP&L Control Area SECI Member Facilities in FP&L Control Area FMPA:Member Facilities East Zone Clewiston Forte Meade Fort Pierce Green Cove Springs Havana Jacksonville Beach Key West Starke Vero Beach Florida Keys Electric Corp. Okeefenokee Coop.
<ul style="list-style-type: none"> Florida Power Corporation* 	FPC System SECI: Seminole Plant to Silver Springs Hardee Power Station to Vandolah Seminole 69 KV Facilities in FPC Control Area SECI Member Facilities in FPC Control Area FMPA:Member Facilities West Zone Cane Island to I.C. Ocala Bushnell Leesburg
<ul style="list-style-type: none"> Tampa Electric Company* 	TECO System

*Entities that have committed to joining GridFlorida

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- Kissimee Utilities Authority KUA System
- St. Cloud St. Cloud System
- Lakeland Lakeland System
- Orlando Utilities Commission OUC System
- Gainesville Regional Utilities GRU System
- Tallahassee TAL System
- Reedy Creek Improvement District RCID System
- New Smyrna Beach NSB System
- Jacksonville Electric Authority JEA System
- Lake Worth LW System
- Homestead Homestead System

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**ATTACHMENT W
INSTALLED CAPACITY AND ENERGY SPECIFICATION****I. Overview**

While such an obligation will not be placed into effect upon initial Transmission Provider operations, at such time as the Transmission Provider is able to implement such a requirement, all ~~Load Serving Entities ("LSEs")~~ within the GridFlorida Transmission Provider transmission area will have a mandatory installed capacity and energy ("ICE") obligation.

II. The ICE Obligation

- A. Capacity and Energy Obligations. Each LSE will be obligated to demonstrate to the Transmission Provider that it has satisfied its ICE obligation by demonstrating that it has the requisite ICE rights. LSEs will be able to demonstrate satisfaction of their ICE obligation by establishing that they have (1) qualifying rights to generation owned by the LSE; (2) qualified demand resources, including demand side management and interruptible load; or (3) qualified purchase contracts. LSEs will be required to show that they have rights to take energy from the applicable generation resources at a specified energy purchase price, the amount of which need not be disclosed to the Transmission Provider.
- B. Deliverability Requirements. A generating resource that is used or desires to be qualified to be an ICE resource will be subject to deliverability requirements.
- C. Enforcement Mechanism. In the event that an LSE is unable to demonstrate satisfaction of its ICE obligation, it shall be given a specified time in which to attempt to enter into arrangements that will satisfy its obligation. Enforcement mechanisms will be available when an LSE is still unable to demonstrate that it has satisfied its obligation after this time period. Such enforcement mechanism will be in the form of a deficiency auction, deficiency charge, and/or other mechanisms.

----- COMPARISON OF FOOTNOTES -----

-FOOTNOTE 1-

~~/ The Transmission Provider will allocate, where appropriate, a portion of the cost of corporate service accounts to the management of transmission assets owned by the Transmission Provider.~~

-FOOTNOTE 2-

~~/ Cost of Common Equity to be filed.~~ / Cost of Common Equity to be filed.

-FOOTNOTE 3 2-

IEEE Standard 421.5-1992 "IEEE Recommended Practice for Excitation System Models for Power System Stability Studies"

-FOOTNOTE 4 3-

IEEE Digital Excitation Task Force, "Computer Models for Representation of Digital-Based Excitation Systems," IEEE Transactions on Energy Conversion, Vol. 11, No. 3, September 1996

-FOOTNOTE 5 4-

IEEE Committee Report, "Recommended Models for Overexcitation Limiting Devices," IEEE Transactions on Energy Conversion, Vol. 10, No. 4, December 1995

-FOOTNOTE 6 5-

IEEE Committee Report, "Dynamic Models for Steam and Hydro Turbine Control Models for System Dynamic Studies," IEEE transactions on Power Apparatus and Systems, Vol. PAS-92, November, 1973

-FOOTNOTE 7 6-

W.I. Rowen, "simplified Mathematical Representations of Heavy Duty Gas Turbines," Transactions of ASME, Vol.105(1), 1983

-FOOTNOTE 8 7-

/ This list is not intended to be exhaustive at this time.