

ATTACHMENT D**Methodology for Completing a System Impact Study****SYSTEM IMPACT STUDY PROCEDURE**

The Transmission Provider will perform studies, when necessary, that assess whether sufficient transmission capacity is available to provide a requested Transmission Service. The Transmission Provider will use the same due diligence in completing the studies for a Transmission Customer as it uses when completing studies for itself. The Transmission Provider will follow planning guidelines consistent with North American Electric Reliability Council (NERC), Southeastern Electric Reliability Council (SERC) and Florida Electric Power Coordinating Group, Inc. (FCG), or their successors, in addition to company-specific planning criteria. These guidelines, along with planning methodologies and data, are consistent with FERC Form No. 715, Annual Transmission Planning and Evaluation Report, filed and updated each year by the Transmission Provider. In determining the level of capacity available for new Transmission Service requests, the Transmission Provider may exclude from capacity to be made available for new Transmission Service requests, that capacity needed to meet current and reasonably forecasted demand of Native Load Customers, existing Network Integration Transmission Service customers, customers with existing firm contracts and potential customers having pending valid requests for Long-Term Firm Point-To-Point Transmission and for Network Integration Transmission Service under the Tariff.

1.0 NEED FOR SYSTEM IMPACT STUDY

Upon receipt of a completed Application FPL will perform an initial evaluation to determine if it can accommodate the Transmission Customer's request for Long-Term Firm Point-To-Point Transmission Service or Network Integration Transmission Service for the full amount and term requested without the need for a System Impact Study ("Initial Evaluation").

The Transmission Customer is responsible for a charge associated with the Initial Evaluation, the amount of such charge will be deducted from the Transmission Customer's deposit, should the Transmission Customer elect not to proceed with a Service Agreement. On the other hand, should the Transmission Customer elect to execute a Service Agreement, the amount of the charge for the Initial Evaluation will be specified in the Service Agreement.

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FPL will provide the Transmission Customer the results of the Initial Evaluation no later than thirty (30) days following receipt by FPL of the completed Application.

In the event FPL determines through an Initial Evaluation that adequate capacity is available on the FPL transmission system to provide the requested service, a System Impact Study is not required; therefore, FPL will tender a Service Agreement to the Transmission Customer no later than thirty (30) days following the receipt by FPL of the completed Application. Failure of the Transmission Customer to execute and return the Service Agreement within fifteen (15) days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application.

In the event FPL determines through an Initial Evaluation that a System Impact Study is required to identify any impacts which the requested transmission service could have on the operation and reliability of FPL's transmission system, then FPL will tender a System Impact Study Agreement ("Study Agreement") to the Transmission Customer, the form of which is hereby included as Exhibit 1 to this Attachment D, no later than thirty (30) days following the receipt by FPL of the completed Application. Failure of the Transmission Customer to execute and return the Study Agreement within fifteen (15) days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application.

2.0 PERFORMANCE OF SYSTEM IMPACT STUDY

Transmission Provider agrees to perform the System Impact Study for the Transmission Customer.

Transmission Customer agrees to provide the Transmission Provider the information set forth in Appendix No. 1 to the Study Agreement (Exhibit 1 to this Attachment D).

Transmission Customer agrees to compensate the Transmission Provider in accordance to the provisions set forth in the Study Agreement (Exhibit 1 to this Attachment D).

3.0 SCOPE OF SYSTEM IMPACT STUDY

1 In the event FPL determines through an Initial Evaluation that a System
2 Impact Study is required to identify any impacts which the requested
3 transmission service could have on the operation and reliability of FPL's
4 transmission system, then FPL will include the following information in the
5 Study Agreement (Exhibit 1 to this Attachment D):
6

- 7 (1) the principal assumptions to be provided by the
8 Transmission Customer upon which the System Impact
9 Study will be based;
10
11 (2) the criteria and principal procedures to be employed by FPL
12 in performing the System Impact Study; and
13
14 (3) an estimate of the cost of performing the System Impact
15 Study.
16

17 To the extent the System Impact Study results indicate that FPL's
18 operations will be constrained or that the reliability of the transmission
19 system may be adversely affected by the provision of the transmission
20 service requested, the System Impact Study will identify and quantify any
21 restrictions.
22

23 4.0 SCHEDULE FOR COMPLETION 24

25 FPL will complete the System Impact Study no later than sixty (60) days
26 following the latter of 1) receipt by FPL of an executed Study Agreement,
27 or 2) the Transmission Customer having provided FPL with the data set
28 forth in Appendix No. 1 to the Study Agreement (Exhibit 1 to this
29 Attachment D).
30

31 If the System Impact Study results indicate that FPL can provide the
32 requested service from existing transmission capacity, FPL will provide
33 the Transmission Customer a Service Agreement upon completion of the
34 System Impact Study. Failure of the Transmission Customer to execute
35 and return the Service Agreement within fifteen (15) days after it is
36 tendered by the Transmission Provider will be deemed a withdrawal and
37 termination of the Application.
38

39 If the System Impact Study results indicate that FPL will be required to
40 construct and/or install incremental facilities, and the Transmission
41 Customer so requests, FPL will provide the Transmission Customer within

1 thirty (30) days upon completion of the System Impact Study a Facilities
2 Study Agreement, the form of which is hereby included as Exhibit 2 to this
3 Attachment D. Failure of the Transmission Customer to execute and
4 return the Facilities Study Agreement within fifteen (15) days after it is
5 tendered by the Transmission Provider will be deemed a withdrawal and
6 termination of the Application.
7
8 If FPL determines that additional time is required, due to the complexity of
9 the request, or due to the number of applications received from others,
10 FPL shall so notify the Transmission Customer on a timely basis and
11 provide an estimate of the number of days needed to complete the System
12 Impact Study, and/or the number of additional days required to provide the
13 Service Agreement to the Transmission Customer.

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EXHIBIT 1 TO ATTACHMENT D

**FORM OF
SYSTEM IMPACT STUDY AGREEMENT
BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND
TRANSMISSION SERVICE CUSTOMER**

THIS SYSTEM IMPACT STUDY AGREEMENT ("Study Agreement")
between Florida Power & Light Company ("FPL") and
_____ ("Transmission Customer") is made
and entered into this _____ day of _____, _____.

WITNESSETH

WHEREAS, Transmission Customer, has requested that FPL provide it
with Long-Term Firm Point-To-Point Transmission Service or Network Integration
Transmission Service under FPL's Open Access Transmission Tariff;

WHEREAS, in order to conduct the System Impact Study ("Study") that
will analyze the impact of the type of transmission service requested by the
Transmission Customer on FPL's transmission system, the Transmission Customer
has provided FPL certain information as may be required to perform the Study; and

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Issued: April 17, 2000

Effective Date: January 1, 2000

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2 **NOW, THEREFORE**, in consideration of the foregoing premises and of the
3 benefits to be obtained from the covenants herein, FPL and the Transmission
4 Customer agree as follows:

5

6 1. This Study Agreement shall not be used by either Party for any purpose
7 other than enforcement of the terms of the Study Agreement.

8

9 2. FPL and the Transmission Customer agree that any data provided
10 pursuant to this Study Agreement and designated confidential by the
11 providing Party will be kept confidential, and that neither Party will
12 disclose such designated data; provided, however, that either Party may
13 disclose such confidential designated data in any manner consistent
14 with a written consent to such disclosure obtained from the providing
15 Party prior to such disclosure.

16 3. In the event that one Party is required by a state or federal regulatory
17 authority or court to disclose data previously provided under the Study
18 by the other Party under a confidentiality designation, the Party subject
19 to such requirement shall exercise reasonable best efforts to obtain a
20 confidentiality agreement or appropriate protective order with such state
21 or federal regulatory authority or court, as applicable, to preserve the

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1 confidentiality of the designated data to be disclosed. Further, upon
2 receipt of such a demand for the data, the receiving Party shall
3 immediately notify the other Party.

4

5 4. FPL and the Transmission Customer agree that the purpose of the
6 Study will be to identify any impacts which the Transmission Service
7 requested by the Transmission Customer could reasonably be
8 anticipated to have on the operation and reliability of FPL's
9 Transmission System. The System Impact Study shall identify any
10 system constraints, additional Direct Assignment Facilities or Network
11 Upgrades required to provide the requested Transmission Service.

12 5. Appendix No. 1 of this Study Agreement sets out the informational data
13 to be provided by the Transmission Customer upon which the Study will
14 be based. Part I of Appendix No. 1 sets out the principal information
15 required to be provided by the Transmission Customer for the Study in
16 response to a Point-To-Point Transmission Service request; Part II of
17 Appendix No. 1 sets out the principal information required to be
18 provided by the Transmission Customer in response to a Network
19 Integration Transmission Service request.

20

- 1 6. Appendix No. 2 of this Study Agreement sets out the criteria and a
2 description of the principal procedures to be employed by FPL in
3 performing the Study.
4
- 5 7. FPL shall provide the Study results to the Transmission Customer no
6 later than sixty (60) days following the latter of 1) the execution of this
7 Study Agreement, or 2) the Transmission Customer having provided
8 FPL the data specified in Appendix No. 1 to this Study. To the extent
9 FPL completes the Study in a shorter period of time, FPL will provide
10 the Transmission Customer with the results of this Study as soon as it is
11 completed.
12
- 13 8. After FPL presents the Study results to the Transmission Customer: 1) if
14 the Study indicates that FPL can provide all the requested service from
15 existing capacity, FPL will provide the Transmission Customer an
16 executable Service Agreement, or 2) if the Study indicates that FPL will
17 be required to construct and/or install incremental facilities, and if the
18 Transmission Customer so requests, FPL will provide the Transmission
19 Customer within thirty (30) days a Facilities Study Agreement, the form
20 of which is incorporated as Exhibit 2 to this Attachment D.
21

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Effective Date: January 1, 2000

- 1 9. The actual cost of the Study is estimated by FPL to be _____
2 _____dollars (\$). The Transmission Customer will be
3 responsible for such cost. The Transmission Customer will deposit with
4 FPL _____dollars (\$) within fifteen (15) days of the
5 date of execution of this Study Agreement. The actual cost of the
6 Study, less the _____dollars (\$) deposit, will be billed to the
7 Transmission Customer, subject to FPL providing the Transmission
8 Customer with the results of the Study. Payment by the Transmission
9 Customer to FPL of such cost will be due no later than twenty (20) days
10 from the date of mailing (as determined by postmark) of the bill. FPL
11 will provide the Transmission Customer with documentation of the costs
12 at the time FPL bills the Transmission Customer for the Study.
13
- 14 10. In the event FPL is unable to complete the Study within the time period
15 specified above, FPL shall notify the Transmission Customer and shall
16 provide an estimate completion date along with an explanation of the
17 reasons why additional time is required to complete the Study.

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IN WITNESS WHEREOF, the Parties hereto have caused this Study Agreement to be executed by their duly authorized officers effective as of the date first written above.

FLORIDA POWER & LIGHT COMPANY

Date: _____

By: _____

Title: _____

TRANSMISSION CUSTOMER

Date: _____

By: _____

Title: _____

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APPENDIX NO. 1 TO EXHIBIT 1 TO ATTACHMENT D
INFORMATION TO BE PROVIDED BY TRANSMISSION CUSTOMER

PART I

To be provided by the Transmission Customer when a System Impact Study is performed in response to a Long-Term Firm Point-To-point Transmission Service request.

Informational Data:

The informational data provided pursuant to Section 18.2 of FPL's Open Access Transmission Tariff and any other pertinent information necessary to properly analyze the Transmission Customer's request for Long-Term Firm Point-To-Point Transmission Service shall be specifically delineated in this Appendix and agreed to between FPL and the Transmission Customer.

PART II

To be provided by Transmission Customer when a System Impact Study is performed in response to a Network Integration Transmission Service request.

Informational Data:

The informational data provided pursuant to Section 29.2 of FPL's Open Access Transmission Tariff and any other pertinent information necessary to properly analyze the Transmission Customer's request for Network Integration Transmission Service shall be specifically delineated in this Appendix and agreed to between FPL and the Transmission Customer. More specifically, the following are the typical types of information that will be needed to be provided to FPL by the Transmission Customer in paper summary and in electronic format, as applicable.

LOAD: Coincident (with the Transmission Customer's load) and non-coincident load projection for the term of the transmission service for each delivery point along with the corresponding power factor.

GENERATION: Capacity plan along with the capability of each generating unit (i.e., real and reactive power) and heat rate curves and/or sufficient data to dispatch the Transmission Customer's resources.

On Peak /Off Peak cases will be analyzed.

1

2 **INTERCHANGE**

3 **SCHEDULE:** Long-term firm transactions, specifying receipt and delivery points,
4 duration of transactions, and underlying agreements.

5

6 **STUDY**

7 **HORIZON:** Expected system conditions for planning horizon will be
8 represented in the Study. It may be necessary to represent other
9 years beyond the planning horizon depending on the results of the
10 Study.

11

12 **MODEL:** Latest transmission model for utility and/or member systems, including, but
13 not limited to, compensating devices, line impedances, transformers, and
14 other pertinent data. Also, transient stability and short circuit data for
15 generators.

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1 **APPENDIX NO. 2 TO EXHIBIT 1 TO ATTACHMENT D**
2 **CRITERIA AND STUDY PROCEDURE**

3
4 **CRITERIA:**

5
6 Criteria will be in conformance with criteria in FPL's latest Form 715 filing.
7

8 **STUDY PROCEDURE:**

9
10 **Task 1.0: Case Development**

11 The FCG data bank for years _____ will be used as a basis with the
12 necessary detailed data added for the Study.

13 **Task 2.0: Analyses**

14 Load flow analyses for the FPL system will be performed. Thermal and reactive
15 limitations will be identified.

16 Transient Stability Analysis will be performed as required to determine reliability
17 impact of request on the FPL system. Cases will be used with worst but probable
18 dispatches.

19 Short Circuit Analysis will be performed as required to determine reliability impact
20 on the FPL system.

21 In addition, FPL may perform other special studies as may be necessary.

22 **Task 3.0: Documentation of Results**

23 Document in report form the assumptions, methodology, and results of the study.

24 **EXHIBIT 2 TO ATTACHMENT D**

25 **FORM OF**
26 **FACILITIES STUDY AGREEMENT**

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**BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND
TRANSMISSION SERVICE CUSTOMER**

THIS FACILITIES STUDY AGREEMENT ("Facilities Agreement") between Florida Power & Light ("FPL") and _____ ("Transmission Customer") is made and entered into this ____ day of _____, _____.

WITNESSETH

WHEREAS, Transmission Customer has requested that FPL provide it with Long-Term Firm Point-To-Point Transmission Service or Network Integration Transmission Service under FPL's Open Access Transmission Tariff;

WHEREAS, in order to provide the requested transmission service FPL has conducted a System Impact Study as requested by the Transmission Customer, and the results of such Study have determined that FPL will be required to construct and/or install incremental facilities; and

1 **NOW, THEREFORE**, in consideration of the foregoing premises and of the
2 benefits to be obtained from the covenants herein, FPL and the Transmission
3 Customer agree as follows:

4

5 1. This Facilities Agreement shall not be used by either Party for any purpose
6 other than enforcement of the terms of the Facilities Agreements.

7

8

9 2. FPL and the Transmission Customer agree that any data provided
10 pursuant to this Facilities Agreement and designated confidential by the
11 providing Party will be kept confidential, and that neither Party will disclose
12 such designated data; provided, however, that either Party may disclose
13 such confidential designated data in any manner consistent with a written
14 consent to such disclosure obtained from the providing Party prior to such
15 disclosure.

16 3. In the event that one Party is required by a state or federal regulatory
17 authority or court to disclose data previously provided under the Facilities
18 Agreement by the other Party under a confidentiality designation, the Party
19 subject to such requirement shall exercise reasonable best efforts to
20 obtain a confidentiality agreement or appropriate protective order with
21 such state or federal regulatory authority or court, as applicable, to

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Effective Date: January 1, 2000

1 preserve the confidentiality of the designated data to be disclosed.
2 Further, upon receipt of such a demand for the data, the receiving Party
3 shall immediately notify the other Party.

4

5 4. FPL and the Transmission Customer agree that the purpose of the
6 Facilities Study is to identify what specific incremental facilities, including
7 enhancements, modifications, additions or deletions that will be required in
8 order for FPL to provide the requested Long-Term Firm Point-To-Point
9 Transmission Service or Network Integration Transmission Service and
10 the associated costs thereof.

11

12 5. FPL shall provide the Facilities Study results no later than sixty (60) days
13 following the latter of 1) execution of this Facilities Agreement, or 2) the
14 Transmission Customer having provided FPL any information requested
15 by FPL in order to complete the Facilities Study. To the extent FPL
16 completes the Facilities Study in a shorter period of time, FPL will provide
17 the Transmission Customer with the results of this Facilities Study as soon
18 as completed. To the extent FPL is unable to complete the Facilities
19 Study within the time frame specified above, FPL will notify the
20 Transmission Customer and provide an estimate of the time needed to
21 complete the Facilities Study.

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Effective Date: January 1, 2000

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2 6. The results of the Facilities Study will include a good faith estimate of 1)
3 the cost of the Direct Assignment Facilities to be charged to the
4 Transmission Customer, 2) FPL's appropriate share of the cost of any
5 required Network Upgrades as determined pursuant to the provisions of
6 Part II of the Tariff, and 3) the time required to complete such construction
7 and initiate the requested Transmission Service.

8

9 7. The actual cost of the Facilities Study is estimated by FPL to be _____
10 dollars (\$). The Transmission Customer will be responsible for
11 such cost. The Transmission Customer will deposit with FPL
12 dollars (\$) within fifteen (15) days of the date of execution of this
13 Facilities Agreement. The actual cost of the Facilities Study, less the
14 dollars (\$) deposit, will be billed to the Transmission Customer,
15 subject to FPL providing the Transmission Customer with copies of the
16 results of the Facilities Study. Payment by the Transmission Customer to
17 FPL of such cost will be due no later than twenty (20) days from the date
18 of mailing (as determined by postmark) of the Facilities Study bill. FPL will
19 provide the Transmission Customer with documentation of the costs at the
20 time FPL bills the Transmission Customer for the Facilities Study.

21

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2 8. Upon completion of the Facilities Study and at the request of the
3 Transmission Customer, FPL shall provide the customer an executable
4 Service Agreement. The Transmission Customer shall have thirty (30)
5 days to execute the Service Agreement.

6

7 9. At the time the Transmission Customer executes the Service Agreement,
8 and prior to the commencement of any construction and other activities
9 attendant thereto, the Transmission Customer shall provide FPL with an
10 unconditional and irrevocable letter of credit or other form of security
11 acceptable to FPL equivalent to the costs of new facilities or upgrades
12 consistent with commercial practices as established by the Uniform
13 Commercial Code that protects FPL against the risk of non-payment for
14 such costs.

1 **IN WITNESS WHEREOF**, the Parties hereto have caused this Facilities
2 Agreement to be executed by their duly authorized officers effective as of the date
3 first written above.

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FLORIDA POWER & LIGHT COMPANY

Date: _____
By: _____
Title: _____

TRANSMISSION CUSTOMER

Date: _____
By: _____
Title: _____

ATTACHMENT E

Index of Point-To-Point Transmission Service Customers

<u>Customer</u>	<u>Date of Service Agreement</u>
AES Power, Inc	01/04/95
AIG Trading Corp	12/01/97
AEP - American Electric Power	03/01/97
Amoco Trading	07/01/98
Aquila Power Corp.	03/01/97
AYP Energy	07/01/97
Calpine Power Services Company	07/01/96
Carolina Power & Light Company	10/01/99
Catex Vitol	07/19/95
Cinergy Corp.	06/01/97
City of Gainesville	04/12/95
City of Homestead	04/10/95
City of Kissimmee	04/10/95
City of Lake Worth	03/24/95
City of Lakeland	08/02/95
City of New Smyrna Beach	07/09/96
City of St. Cloud	05/25/95
City of Tallahassee	04/12/95
Coastal Electric Service	11/24/95
Columbia Power Marketing	05/01/98
Constellation Power	08/01/97
Coral power L.L.C.	09/01/96
Duke Energy Trading & Marketing	01/01/98
Duke/Louis Dreyfus	07/19/96
Dynegy Power Marketing	01/01/96
El Paso Power Services Company	12/11/98
EnerZ	04/01/98
Engage	04/01/98
Englehard Power Marketing	10/24/95
Enron Power Marketing	07/08/94
Entergy Power Marketing, Corp.	03/01/97
Equitable Power Services	06/01/97
FPL-EMT	01/01/97
Federal Energy Sales, Inc	05/22/96

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Florida Power & Light Company

Open Access Transmission Tariff
Original Sheet No. 198

1	Florida Municipal Power Agency	04/01/96
2	Florida Power Corporation	04/12/95
3	Georgia Transmission Corporation	12/21/98
4	Heartland Energy Services, Inc.	02/26/96
5	Industrial Energy Applications, Inc.	11/01/95
6	Jacksonville Electric Authority	04/27/95
7	Koch Power Services, Inc.	09/25/95
8	LG&E Power Marketing, Inc.	12/12/94
9	Louis Dreyfus Electric Power, Inc.	12/19/94
10	Merchant Energy Group of the America (MEGA)	07/01/98
11	Merrill Lynch Capital Services, Inc.	02/05/99
12	Midcon Power Services Corp.	09/01/95
13	Morgan Stanley	05/01/97
14	Municipal Electric Authority of Georgia	04/01/98
15	NIPSCO Power Marketing	08/01/97
16	NorAm Energy Services, Inc.	09/01/95
17	NP Energy	08/01/97
18	OGE Energy Resources	06/01/98
19	Orlando Utilities Commission	05/16/95
20	PP&L	04/01/99
21	Pacific Gas & Electric	09/01/98
22	Peco Energy Power Team	08/01/97
23	Power Company of America	04/01/97
24	Reedy Creek Improvement District	04/01/95
25	Rainbow Energy Marketing Corporation	10/21/94
26	Seminole Electric Cooperative, Inc.	05/24/95
27	Sonat Power Marketing, Inc.	11/24/95
28	Southern Company Services, Inc.	01/12/96
29	Southern Energy Marketing	08/01/97
30	The Legacy Energy Group	02/01/00
31	The Energy Authority	08/01/97
32	Tampa Electric Company	03/07/94
33	Tractebel Energy Marketing	09/01/98
34	TVA	08/24/95
35	Valero Power Resources	03/27/96
36	Virginia Electric and Power	11/01/96
37	Vitol Gas & Electric LLC	07/01/97
38	Western Power Resources, Inc.	03/14/96
39	Williams Energy Services Company	12/01/97
40	Wisconsin Electric Power Corp	03/01/97

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ATTACHMENT F

Form of Service Agreement for Network Integration Transmission Service

This Service Agreement, dated as of _____, is entered into by and between Florida Power & Light Company ("FPL") and _____ ("Network Customer").

1.0 The Network Customer is _____ and has been determined by FPL to have submitted a complete Application for Network Integration Transmission Service under Part III of the Tariff on file with and as may be revised from time to time in accordance with the rules of the Federal Energy Regulatory Commission ("FERC").

2.0 Service under this Service Agreement shall commence on the later of: (1) 0001 hours on _____, 19 ____, or (2) the date on which construction of transmission facilities and/or Network Upgrades identified by the System Impact Study are completed, or (3) such other date as it is permitted to become effective by the FERC.

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1 3.0 FPL agrees to provide and the Network Customer agrees to take and pay
2 for Network Integration Transmission Service in accordance with the
3 provisions of the Tariff and this Service Agreement. Any notice or request
4 made to or by any Party regarding this Service Agreement shall be made
5 in writing and shall be delivered either in person, or by prepaid mail (return
6 receipt requested) to the representative of the other Party as indicated
7 below. Such representative and address for notices or requests may be
8 changed from time to time by notice by one Party to the other.

9

10 FPL: Manager
11 Transmission Services Department
12 Florida Power & Light Company
13 9250 West Flagler Street
14 Miami, FL 33174

15

16 NETWORK CUSTOMER:

17

18

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1 5.0 The amount of credit, if any, for a Network Customer's owned transmission
2 facilities that meet the requirements of Section 30.9 of the Tariff is as
3 follows:

4 _____
5 _____
6 _____
7 _____
8 _____
9 _____

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11
12 6.0 The Network Customer will pay to FPL a pro rata share of the annual
13 charge the FERC assesses to FPL under the FERC's regulations ("FERC
14 Assessment"), in the form of a "FERC Assessment Charge". The
15 applicable FERC Assessment Charge for each Network Customer
16 receiving service under this Tariff shall be equal to the product of (i) the
17 amount of electric energy (expressed in mega-watt hours) transmitted over
18 the FPL Transmission System for the Network Customer under the Tariff
19 during the assessment period and (ii) the applicable FERC Assessment
20 rate as such rate appears on the appropriate FERC Statement of Annual
21 Charges. The Network Customer will provide to FPL any information

1 needed for the calculation of such charge. The FERC Assessment
2 Charge will normally be assessed in the year following the year in which
3 service is provided. In the event that the FERC changes the method it
4 utilizes to calculate the FERC Assessment, the FERC Assessment Charge
5 will be calculated in a manner consistent with such changed methodology
6 so as to assign to the Network Customer a pro rata share of the FERC
7 Assessment.

8

9 7.0 The Network Customer will bear the cost of all taxes and fees (including
10 payments in lieu of taxes and fees), not specifically provided for in the
11 above charge provisions, that any governmental authority may impose on
12 FPL as a result of the Network Integration Service provided to such
13 Network Customer, including all fees and assessments, all sales, gross
14 revenue, and other taxes, and any applicable interest charged on any
15 deficiency assessment made by the taxing authority. Prior to assessing
16 charges under this provision, FPL will make an appropriate filing pursuant
17 to Section 205 of the Federal Power Act.

18

19 8.0 The Network Customer may in good faith challenge the correctness of any
20 bill rendered under the Tariff no later than twenty-four (24) months after
21 the date the bill was rendered. Any billing challenge will be in writing and

1 will state the specific basis for the challenge. A bill rendered under the
2 Tariff will be binding on the Network Customer twenty-four (24) months
3 after the bill is rendered, except to the extent of any specific challenge to
4 the bill made by the Network Customer prior to such time. Customer's
5 challenge of any bill rendered under and in accordance with this Tariff is
6 limited to (i) the arithmetical accuracy of the bill and the use of the correct
7 rate and billing determinants for the service provided, (ii) the determination
8 of redispatch costs allocated to the customer, and (iii) the application of
9 the incremental fuel cost mechanism. FPL will provide the Customer,
10 upon request, such information as is reasonably necessary to confirm the
11 correctness of the bill; provided, however, that neither the Customer's
12 challenge nor the Customer's request shall serve as a basis for a general
13 audit or investigation of FPL's books and records.

14

15 9.0 FPL will have the right to adjust any bill rendered under the Tariff no later
16 than twenty-four (24) months after the date the bill was rendered. Any
17 billing adjustment will be in writing and will state the specific basis for the
18 adjustment. A billing adjustment will constitute a new bill for all purposes
19 of the Tariff. A bill rendered under the Tariff will be binding on FPL twenty-
20 four (24) months after the bill is rendered, except to the extent of any
21 specific adjustment to the bill made by FPL prior to such time.

Issued By: P. J. Evanson
Issued: April 17, 2000

Effective Date: January 1, 2000

1

2

3 10.0 Where the Network Customer is acting for or on behalf of other Eligible
4 Customers that ultimately receive service through the provision of
5 Transmission Service rendered under this Service Agreement, such
6 Eligible Customers shall provide the indemnification under Section 10.2 of
7 the Tariff.

8

9 11.0 Such other terms and conditions that the Parties may agree on or may be
10 required by the nature of the service requested.

1 **IN WITNESS WHEREOF**, the Parties have caused this Service Agreement to be
2 executed by their respective authorized representatives as of the date first above
3 written.

4

5

FLORIDA POWER & LIGHT COMPANY

6

7

8

By: _____

9

10

NETWORK CUSTOMER

11

12

13

By: _____

1 **SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE**

2

3 1.0 Term of Network Integration Transmission Service:

4 Start Date:

5 Termination Date:

6

7 2.0 Description of capacity and/or energy to be transmitted by Transmis-sion
8 Provider across the Transmission Provider's Transmission System
9 (including electric control area in which the transaction originates).

10

11

12 3.0 Network Resources

13 (1) Transmission Customer Generation Owned:

14 Resource Capacity Capacity Designated

15

16 (2) Transmission Customer Generation Purchased:

17 Source Capacity

18

19 Total Network Resources: (1)+(2) = _____

1

2 4.0 Network Load

3 (1) Transmission Customer Network Load:

4 Network Load Transmission Voltage Level

5

6 (2) Member Systems Loads Designated as Network Load:

7 Member System Load Transmission Voltage Level

8

9 Total Network Load (Estimated): (1)+(2) = _____

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ATTACHMENT G

Form of a Network Operating Agreement

THIS NETWORK OPERATING AGREEMENT ("Operating Agreement")
between Florida Power & Light Company ("FPL") and the Network Customer
("Network Customer") is made and entered into this _____ day of _____,
19____.

WITNESSETH

WHEREAS, the Network Customer has requested and FPL has agreed to
provide Network Integration Transmission Service under Part III of the Tariff; and

WHEREAS, FPL and the Network Customer have agreed to enter into this
Operating Agreement to set forth certain operating understandings in order for FPL
to provide the requested network service.

NOW, THEREFORE, in consideration of the foregoing premises and of the
benefits to be obtained from the covenants herein, FPL and the Network Customer
agree as follows:

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ARTICLE 1 – Definitions

Along with the definitions set forth below, the definitions in the Tariff are hereby incorporated into this Operating Agreement.

1.1 Data Acquisition Equipment: Supervisory control and data acquisition ("SCADA"), remote terminal units ("RTUs") to obtain information from a Party's facilities, telephone equipment, leased telephone circuits, fiber optic circuits, and other communications equipment necessary to transmit data to remote locations, and any other equipment or service necessary to provide for the telemetry and control requirements of the Tariff.

1.2 Data Link: The direct communications link between the Network Customer's energy control center and FPL's control center that will enable FPL's control center to receive real time telemetry and data from the Customer's energy control center and the Customer's energy control center to receive real time telemetry and data from FPL's control center.

1 1.3 **Metering Equipment:** High accuracy, solid state kW, kWh meters,
2 metering cabinets, metering panels, conduits, cabling, high
3 accuracy current transformers and high accuracy potential
4 transformers, which directly or indirectly provide input to meters or
5 transducers, meter recording devices (e.g., Solid State Data
6 Receivers), telephone circuits, signal or pulse dividers, transducers,
7 pulse accumulators, and any other metering equipment necessary
8 to implement the provisions of the Tariff.

9
10 1.4 **Member System:** An Eligible Customer operating as a part of a
11 lawful combination, partnership, association or joint action agency
12 composed exclusively of Eligible Customers.

13 1.5 **Power Factor Requirements (PFR) On-Peak Hours:** The PFR
14 On-Peak hours are the hours during the PFR On Peak Period; the
15 PFR On Peak Period is (1) from December 1 through March 31
16 during the hours from 6 a.m. to 10 a.m., and 6 p.m. to 10 p.m. and;
17 (2) from April 1 through November 30 during the hours from 10 a.m.
18 to 10 p.m., unless and until otherwise changed by mutual
19 agreement of the Operating Committee.

20

1 Control Area") and shall plan, construct, operate and maintain the
2 Network Customer's Control Area in accordance with Good Utility
3 Practice, which shall include, but not be limited to, all applicable
4 guidelines of the North American Electrical Reliability Council, the
5 Southeastern Electric Reliability Council, and the Florida Electric
6 Power Coordinating Group, Inc., or their successor; provided,
7 however, that FPL will not require adherence to any such applicable
8 guidelines to the extent that FPL does not adhere to such
9 applicable guideline.

10

11 3.1.1 The Network Customer may contract with another entity to
12 provide Control Area services to the Network Customer, in
13 which event such entity shall be required to meet all of the
14 control area requirements set forth in this Article.

15

16 3.1.2 If the Network Customer desires to merge the Network
17 Customer's Control Area with another entity's Control Area
18 such that a common control scheme is applied to the
19 Network Customer's and the other entity's generation and
20 load (i.e., a pooling arrangement) then the Network

1 Customer must submit a new Application for service under
2 the Tariff.

3

4 3.1.3 The Network Customer shall provide and operate automatic
5 generation control equipment (or contract with a third party to
6 perform these services) in accordance with Good Utility
7 Practice so as to avoid burdening demands upon FPL's
8 system or the systems of others.

9

10 3.2 **Control Area Operations:** FPL and the Network Customer shall
11 operate and maintain their respective Control Areas in a manner
12 that will allow FPL to safely and reliably operate the Transmission
13 System in accordance with the Tariff and with Good Utility Practice,
14 so that either Party shall not unduly burden the other Party;
15 provided, however, that notwithstanding any other provision of the
16 Tariff, FPL shall retain the sole responsibility and authority for all
17 operating decisions that could affect the integrity, reliability and
18 security of the Transmission System.

19

20 3.3 **Control Area Equipment** The Network Customer shall be
21 responsible for the purchase, installation, upgrading, operation,

1 maintenance and replacement of all Data Acquisition Equipment,
2 Metering Equipment, Protection Equipment, and any other
3 associated equipment and software, which may be required by
4 either Party for the Network Customer to operate a Control Area in
5 accordance with Good Utility Practice. FPL shall have the right to
6 review and approve such equipment and software as may be
7 required to ensure conformance with Good Utility Practices, prior to
8 its installation.

9
10 3.4 **Control Area Data:** The Network Customer shall incorporate the
11 information obtained from the Network Customer's Metering
12 Equipment and Data Acquisition Equipment into the Network
13 Customer's energy control center as the Parties determine to be
14 necessary to incorporate the Member Systems into a single Control
15 Area operating within the FPL Transmission System consistent with
16 the terms and conditions of the Tariff.

17
18 3.5 **Regulation:** The Network Customer shall be responsible for
19 operating in a manner to provide for its Network Load at all times,
20 and to hold deviations from frequency-biased net interchange
21 schedules to a minimum in accordance with the North American

1 Electric Reliability Council, Southeastern Electric Reliability Council,
2 and the Florida Electric Power Coordinating Group, Inc., or their
3 successor requirements.

4
5 **3.6 Data Link Operations:** The selection of real time telemetry and
6 data to be received by FPL and the Network Customer shall be as
7 necessary for reliability, security, economics, and/or monitor-ing of
8 real-time condition that affect FPL's Transmission System. This
9 telemetry shall include, but is not limited to, loads, line flows,
10 voltages, generator output, and breaker status at any of the
11 Network Customer's transmission and generation facilities (See
12 Exhibit 2 to this Operating Agreement). To the extent that FPL or
13 the Network Customer requires data that are not available from
14 existing equipment, the Network Customer shall, at its own
15 expense, install any Metering Equipment, Data Acquisition
16 Equipment, or other equipment and software necessary for the
17 telemetry to be received by FPL or the Network Customer via the
18 Data Link. FPL shall have the right to inspect equipment and
19 software associated with the Data Link in order to assure
20 conformance Good Utility Practice.

21

Issued By: P. J. Evanson
Issued: April 17, 2000

Effective Date: January 1, 2000

1 3.7 **Computer Modifications:** Each Party shall be responsible for
2 implementing any computer modifications or changes required to its
3 own computer system(s) as necessary to implement the provisions
4 of the Tariff.

5
6 3.8 **Metering:** The Network Load shall be metered on an hourly
7 integrated basis in accordance with FPL's standards or practices for
8 similarly determining FPL's load. The actual hourly Network Load
9 during each calendar month shall be provided to FPL by the
10 Network Customer by the seventh day of the following calendar
11 month.

12
13 3.9 **Voltage Support:** The Network Customer will use reasonable best
14 efforts to have in the shortest practicable time, but under no
15 circumstances greater than one (1) year after service begins under
16 the Tariff, sufficient reactive compensation and control to meet the
17 power factor requirements specified below (such range to be
18 adhered to except for momentary deviations or at FPL's written
19 consent) at each interconnection or point of delivery with each
20 Member System. If the Network Customer does not provide the
21 necessary reactive compensation and control to comply with the

1 objectives described in this Section, FPL shall have the unilateral
2 right to install such equipment to meet these standards at the
3 Network Customer's expense.

4

POWER FACTOR REQUIREMENTS	
On-Peak Hours	.97 (lagging) to 0.98 (leading)
Off-Peak Hours	.95 (lagging) to 1.00 (unity)

5

6

7

3.10 **Real Time System Data Requirements:** The Network Customer shall provide FPL via the Data Link, at least once every one minute (this time interval is subject to modification as agreed to by the Network Operating Committee), loads, line flows, voltages, generator outputs, breaker status, etc. as necessary for FPL to provide service under the Tariff and ensuring the security and reliability of the FPL Transmission System.

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3.11 **Disturbances:** Each Party shall, insofar as practicable, protect, operate and maintain its system and facilities so as to avoid or minimize the likelihood of disturbances which might cause

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17

1 impairment of or jeopardy to service to the customers of the other
2 Party, or to other interconnected systems.

3

4 **3.12 Notification:** The Network Customer shall notify and coordinate
5 with FPL prior to the commencement of any work by the Network
6 Customer, Member System, or contractors or agents performing on
7 behalf of either or both, which may directly or indirectly have an
8 adverse effect on the Network Customer's or FPL's Control Area,
9 the Data Link, or the reliability of the FPL Transmission System.

10

11 **3.13 Maintenance Of Equipment:** The Network Customer shall, on a
12 regular basis or at FPL's request, and at the Network Customer's
13 own expense, test, calibrate, verify and validate the Metering
14 Equipment, Data Acquisition Equipment, and other equipment or
15 software used to determine Network Load. FPL shall have the right
16 to inspect such tests, calibrations, verifications and validations of
17 the Metering Equipment, Data Acquisition Equipment, and other
18 equipment or software used to determine the Network Load. Upon
19 FPL's request, the Network Customer will provide FPL a copy of the
20 installation, test and calibration records of the Metering Equipment,
21 Data Acquisition Equipment, and other equipment or software. FPL

1 shall, at the Network Customer's expense, have the right to monitor
2 the factory acceptance test, the field acceptance test, and the
3 installation of any Metering Equipment, Data Acquisition Equipment,
4 and other equipment or software used to determine the Network
5 Load.

6
7 **3.14 Control Area Costs:** The Network Customer shall be responsible
8 for all costs to establish, operate and maintain the Network
9 Customer's Control Area, including, but not limited to, engineering,
10 administrative and general expenses, material, and labor expenses
11 associated with the specifications, design, review, approval,
12 purchase, installation, maintenance, modification, repair, operation,
13 replacement, checkouts, testing, upgrading, calibration, removal,
14 relocation of equipment, or software.

15

16 **ARTICLE 4 - Network Operating Committee**

17

18 **4.1 Network Operating Committee:** Each Party shall in writing appoint
19 a member(s) and an alternate(s) to a Network Operating Committee
20 and to notify the other Party of such appointment(s). Such
21 appointments may be changed at any time by similar written notice.

1 The Network Operating Committee shall meet as necessary and
2 review the duties set forth herein. The Network Operating
3 Committee shall hold meetings at the request of either Party, at a
4 time and place agreed upon by the members of the Network
5 Operating Committee. The Network Operating Committee shall
6 meet once each year to discuss the information provided pursuant
7 to Article V and the information exchanged pursuant to this Section.
8 Each member and alternate shall be a responsible person working
9 with the day-to-day operations of each respective power system.
10 The Network Operating Committee shall represent the Parties in all
11 operational matters that may be delegated to it by mutual
12 agreement of the Parties hereto. The duties of the Network
13 Operating Committee shall include those specifically referred to
14 elsewhere in the Tariff, including but not limited to, the following:

15

- 16 (1) The coordination of operation and maintenance schedules;
- 17 (2) The exchange of information regarding each party's long
18 range transmission plans;
- 19 (3) Establishment of maintenance control and operating
20 procedures consistent with the provisions of the Tariff;

- 1 (4) Establishment of data requirements necessary for FPL to
2 provide Network Integration Service as delineated in the
3 Tariff;
- 4 (5) Review of Metering Equipment, Data Acquisition Equip-ment,
5 Protection Equipment, and any other equipment or software
6 requirements, standards and procedures; and
- 7 (6) Such other duties as may be conferred upon it by mutual
8 agreement of the Parties hereto.

9

10 4.2 **Network Operating Committee Agreements:** Each Party shall
11 cooperate in providing to the Network Operating Committee all
12 information required in the performance of the Network Operating
13 Committee's duties. All decisions and agreements, if any, made by
14 the Network Operating Committee shall be evidenced in writing and
15 shall be in accordance with the Tariff.

16

17 **ARTICLE 5 - Technical Data**

18

19 5.1 **Annual Load Forecast:** The Network Customer shall provide FPL
20 by November 1st of each year the Network Customer's best
21 forecast of the following calendar year's (i) monthly coincident peak

1 Network Load of the Member Systems expressed in kW along with
2 the power factor of each of the Member Systems at such time and,
3 (ii) each individual Member System's monthly non-coincident peak
4 loads expressed in kW along with the power factor of each of the
5 Member Systems at such time. Such forecast shall be made using
6 prudent forecasting techniques available and generally deemed
7 acceptable in the electric utility industry.

8

9 **5.2 Annual Network Resource Availability Forecast:** The Network
10 Customer shall provide to FPL by November 1st of each year the
11 Network Customer's best forecast of the following calendar year's
12 planned Network Resource availability forecast (e.g. all planned
13 resource outages, including off-line and on-line dates). Such
14 forecast shall be made using prudent forecasting techniques
15 available and generally deemed acceptable in the electric utility
16 industry. The Network Customer shall inform FPL, in a timely
17 manner, of any changes to Network Customer's planned Network
18 Resource Availability Forecast.

19

20 **5.3 Annual Operating Conflicts:** In the event that FPL determines that
21 the annual Network Resource Availability Forecast cannot be

1 accommodated due to a transmission constraint on the FPL
2 Transmission System, and such constraint may jeopardize the
3 security of the FPL Transmission System or adversely affect the
4 economic operation of either FPL or the Network Customer, to the
5 extent possible, the Network Operating Committee will coordinate
6 the annual Operating Network Resource Availability Forecast of
7 both Parties to mitigate the transmission constraint.

8

9 **5.4 Daily Operating Forecast:** The Network Customer shall provide
10 FPL, at least 36 hours in advance of every calendar day, the
11 Network Customer's best hourly forecast for the calendar day of
12 the (i) maximum non-coincident flow (both import and export) at
13 each of the FPL interfaces with the Network Customer and/or the
14 Member Systems, (ii) first contingency maximum non-coinci-
15 dent flow (both import and export) at each of the FPL interfaces with
16 each Member System, (iii) any planned transmission or generation
17 outage(s) on the system of any of the Member Systems or on a
18 system other than that of FPL where a Network Resource is
19 located, (iv) the individual coincident Member Systems loads along
20 with the commitment/dispatch of the Network Resources at peak
21 operating period(s) (the peak operating period(s) will be determined

1 by FPL operating personnel and may be changed from time-to-time
2 as necessary), and (v) and any other information that FPL's
3 operating personnel reasonably deem appropriate to safely and
4 reliability operate the FPL Transmission System. The Network
5 Customer shall keep FPL informed in a timely manner, of any
6 changes to its current Daily Operating Forecast.

7
8 **5.5 Daily Operating Conflicts:** In the event that FPL determines that
9 the Daily Operating Forecast cannot be accommodated due to a
10 transmission constraint on the FPL Transmission System, and such
11 constraint may jeopardize the security and reliability of the FPL
12 Transmission System or adversely affect the economic operation of
13 either FPL or the Network Customer, the load curtailment provisions
14 of the Tariff will be implemented in accordance with Exhibit 1 of this
15 Operating Agreement.

16
17 **5.6 Network Planning Information:** In order for FPL to plan, on an
18 ongoing basis, to meet the Network Customer's firm-long term
19 requirements for Network Integration Transmission Service the
20 Network Customer shall provide FPL with the information set forth
21 in Sections 5.7 - 5.10. This type of information is consistent with

1 FPL's information requirements for planning to serve FPL's Native
2 Load Network Customers and is consistent with FPL's ten (10) year
3 planning process.
4

5 **5.7 Annual Planning Network Load Forecast:** The Network
6 Customer shall provide FPL by November 1st of each year the
7 Network Customer's best forecast of the following ten (10) calendar
8 years' (i) monthly coincident Network Load and non-coincident
9 Member Systems' Network Loads expressed in kW and, (ii) each
10 individual Member System's monthly coincident and non-coincident
11 loads expressed in kW along with the respective power factor.
12 Such forecast shall be made using prudent forecasting techniques
13 available and generally deemed acceptable in the electric utility
14 industry.
15

16 **5.8 Annual Planning Network Resource Forecast:** The Network
17 Customer shall provide to FPL by November 1st of each year (i) the
18 Network Customer's best forecast of the next ten (10) years'
19 planned Network Resources and all pertinent information regarding
20 such Network Resources, (ii) a copy of the Network Customer's
21 most current firm purchased power commitments (including the

1 underlying agreement for purchased power) for the next ten (10)
2 years on a unit specific basis for any Network Resource(s) which is
3 a firm unit specific purchased power resource, and (iii) for
4 purchased power commitments that are non-unit specific, any
5 information necessary for FPL (including the underlying agreement
6 for purchased power) to model how the purchased power
7 commitment would be dispatched by the Network Customer to meet
8 the Network Load; provided, however, that the information provided
9 by the Network Customer pursuant to this Section 5.8 shall not be
10 deemed a substitute for written notice required for designating new
11 Network Resources.

12

13 **5.9 Annual Planning Network Transmission Facilities:** The Network
14 Customer shall provide FPL any planned internal transmission
15 facilities on the Network Customer and/or each Member Systems'
16 system (lines, transformers, reactive equipment, etc.) for each of
17 the subsequent ten (10) calendar years.

18

19 **5.10 Technical Data Format:** The Network Customer shall provide FPL
20 the best available data associated with Network Resources and
21 transmission facilities, for modeling purposes in an electronic format

1 specified by FPL. The electronic format specified by FPL shall be a
2 format commonly used in the electric utility industry.

3

4 5.11 Such other terms and conditions that the Parties may agree on or
5 may be required by the nature of the service requested.

6

7 (The next page, Page ___, is the signature page)

1 **IN WITNESS WHEREOF**, the Parties hereto have caused this Operating Agree-
2 ment to be executed by their duly authorized officers effective as of the date first
3 written above.

4

5

6

7 **FLORIDA POWER & LIGHT COMPANY**

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9

10

11 **Date:** _____

12

13 **By:** _____

14

15 **Title:** _____

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19 **[Network Customer]**

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23 **Date:** _____

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25 **By:** _____

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27 **Title:** _____

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EXHIBIT 1 TO ATTACHMENT G
Out of dispatch Cost Methodology

FPL's system operations will determine the least-cost re-dispatch for both FPL and the Network Customers that would relieve the constraint, without regard to resource ownership. Both FPL and the Network Customer will be required to redispatch their resources (including reducing purchases and sales) in accordance with the results produced by FPL's system operations until the constraint has been removed. FPL's system operations will then determine FPL's and the Network Customer's total combined additional costs incurred to alleviate the constraint.

This total combined cost will be shared by FPL and all Network Customers such that the Network Customer will be responsible for its load ratio share of that cost.

Out of dispatch Costs Computation Methodology:

PC_{FPL} - FPL's total production costs, including sales and purchases, before the constraint procedures are implemented.

PC_{TC} - The Network Customer's total production costs, including sales and purchases, before the constraint procedures are implemented.

1 After Constraint Redispatch:

2 FPL is now dispatching 11,950 (12,000 - 100 + 50) MW of
3 generation @ average production cost of \$26/MWhr. $PC_{FPL}' =$
4 $(11950 * 26) = \$310,700$

5

6 Network Customer is now dispatching 450 (400 + 50) MW of
7 generation @ average production cost of \$25/MWhr. $PC_{TC}' = (450 * 25) = \$11,250$

9

10 Change in each Party's Production Costs:

11

$$12 \quad \Delta PC = (310,700 + 11,250) - (300,000 + 9,600) = \$12,350$$

$$13 \quad CR_{TC} = (12,350 * .033333) = \$411.66$$

14

15 The amount credited/ charged to the Network Customer bill

16

$$17 \quad AC_{TC} = (11,250 - 9,600) = \$1,650$$

$$18 \quad OCC = (1,650 - 411.66) = \$1,238.34$$

19

20 Since OCC is positive then this would be a credit to the Network Customer bill.

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**EXHIBIT 2 TO ATTACHMENT G
OF THE NETWORK OPERATING AGREEMENT**

General Requirements

1. Periodicity of data sent to FPL will be compatible with FPL's own, i.e., as required by FPL's EMS.
2. If a data link is used, WSCC protocol or ICCP protocol will be used. If the communication is direct from RTU's, it will be 44 - 500 protocol.
3. Forecast data, i.e., system load, unit outage, etc. will be communicated to the system operators.
4. The Network Customer will provide to FPL all their independent schedules into and out of network.

1 **Specific Data Requirements**

2

3 The list below shows the required data that the Network Customer must provide to
4 FPL's Power Supply Department. Real time data updated at least every 2 minutes
5 is required in order to guarantee that the information is current when a data
6 snapshot is taken by the security applications. This time is currently about half of
7 the periodicity of these applications. In the future this data snapshot will be required
8 at a faster rate to match expected reduced run times for these applications:

9

10 1. The Network Customer will provide to FPL all their independent schedules
11 into & out of the network

12

13 2. Network Load

14 A. Instantaneous - MW, MVAR

15 B. Hourly - MWhr, refresh hourly for day

16

17 3. Generation

18 A. Instantaneous - MW, MVAR, Voltage . Dynamic schedules for Jointly
19 Owned Units

20 B. Hourly - MWhr, refresh hourly for day

21 C. Dispatch Data, Efficiency, Fuel Cost, High and Low Limits

Issued By: P. J. Evanson
Issued: April 17, 2000

Effective Date: January 1, 2000

- 1 D. Availability of Network Resources
- 2
- 3 4. Actual Net Interchange (for all ties)
- 4 A. Instantaneous - MW, MVAR
- 5 B. Hourly - MWhr, refresh hourly for day
- 6
- 7 5. Data for Transmission Facilities key to FPL's Security Assessment
- 8 A. Status
- 9 B. MW, MVAR, AMPS loading
- 10 C. Voltages
- 11 D. MVA, AMP ratings
- 12 E. Settings (i.e., capacitor banks and auto transformers)
- 13 F. Distribution load per station
- 14 G. Transmission facilities modeling data
- 15
- 16 6. Forecasted Data
- 17 A. 36 hour forecasted load
- 18 B. Unit maintenance / deration
- 19 C. Projected hourly loss schedule for next day
- 20 D. Line and equipment outages
- 21

- 1 7. Information sufficient to determine uses of the Network Resources for
- 2 purposes other than serving Network Load.

Issued By: P. J. Evanson
Issued: April 17, 2000

Effective Date: January 1, 2000

1

ATTACHMENT H

2

Annual Network Transmission Service Rate

3

The Annual Network Transmission Service Rate shall be \$15.24/kW-year. This rate shall be applied by multiplying \$1.27/kW-month times the Customer's monthly Network Load. All quantities used in calculating the Network Customer's monthly Network Load shall be adjusted to the transmission system input level, i.e., shall include the transmission capacity associated with any applicable losses.

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Issued By: P. J. Evanson
Issued: April 17, 2000

Effective Date: January 1, 2000

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ATTACHMENT I

Index of Network Integration Transmission Service Customers

	<u>Customer</u>	<u>Date of Service Agreement</u>
8	FMPA - All-Requirements Network	March 6, 1996
9	Seminole Electric Cooperative Inc.	December 20, 1999

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ATTACHMENT J

**Notice by Florida Power & Light Company
of Adoption of Revised NERC TLR Procedures**

Pursuant to the Federal Energy Regulatory Commission's ("Commission") order issued on November 30, 2006 in North American Electric Reliability Council, 117 FERC ¶ 61, 248 ("November 30, Order"), Florida Power & Light Company ("FPL") hereby gives notice that it is employing the revised North American Electric Reliability Council ("NERC") Transmission Line Loading Relief ("TLR") Procedures accepted by the November 30 Order. FPL further gives notice that its Open Access Transmission Tariff, First Revised Volume No. 8, currently on file with the Commission, should be deemed to be modified to reflect the revised TLR procedures accepted by the Commission in the November 30 Order.

Issued By: C. M. Mennes

Issued on: April 5, 2007

Effective: December 1, 2006

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. ER06-1545-000, issued November 30, 2006, 117 FERC ¶ 61, 248 (2006).