



ORIGINAL

Florida Power & Light Company, P.O. Box 029100, Miami, FL 33102

March 29, 2004

**VIA HAND DELIVERY**

Ms. Blanca S. Bayó, Director  
Division of the Commission Clerk and Administrative Services  
Florida Public Service Commission  
Capital Circle Office Center  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

RECEIVED FPSC  
MAR 29 PM 1:29  
COMMISSION  
CLERK

Re: **Docket 031093** – Petition for Approval of Revised Standard Offer Contract and Revised COG-2 Rate Schedule by Florida Power & Light Co.

Dear Ms. Bayó,

Pursuant to Order No. PSC-04-0249-TRF-EQ in the above referenced docket, FPL hereby submits for filing tariff sheet "Ninth Revised Sheet No. 9.851" in both final (Attachment A) and legislative (Attachment B) format. This sheet supersedes the tariff sheet filed by FPL on December 5, 2003 and the only change is to reflect the deletion of the provision containing FPL's claim to the environmental benefits.

We request that Commission Staff administratively approve our revised Standard Offer Contract and associated COG-2 rate schedule, and ask that such approval be issued on April 2, 2004.

If you have any questions, please do not hesitate to contact me at (305) 552-2279.

Sincerely,

*Millie Gonzalez*

Millie Gonzalez  
Regulatory Affairs Department

Enclosures

cc: Michael Haff (via hand delivery)  
Charles A. Guyton

- AUS \_\_\_\_\_
- CAF \_\_\_\_\_
- CMP \_\_\_\_\_
- COM \_\_\_\_\_
- CTR \_\_\_\_\_
- ECR *org tariffs* \_\_\_\_\_
- GCL \_\_\_\_\_
- OPC \_\_\_\_\_
- MMS \_\_\_\_\_
- SEC 1 \_\_\_\_\_
- OTH \_\_\_\_\_

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

04005 MAR 29 03

FPSC-COMMISSION CLERK

# ATTACHMENT A

(Continued from Sheet No 9.850.1)

Availability	On Peak *	Off Peak
	97%	97%

\* QF Performance and On Peak hours shall be as measured and/or described in FPL's Rate Schedule COG-2 attached hereto as Appendix A

#### 4. Sale of Electricity by the QF

- 4.1 Consistent with the terms hereof, the QF shall sell to FPL and FPL shall purchase from the QF all of the electric power generated by the Facility. FPL shall have the sole right to purchase all energy and capacity from the Facility. The purchase and sale of electricity pursuant to this Contract shall be a ( ) net billing arrangement or ( ) simultaneous purchase and sale arrangement; provided, however, that no such arrangement shall cause the QF to sell more than the Facility's net output. The billing methodology may be changed at the option of the QF, subject to the provisions of FPL Rate Schedule COG-2.
- 4.2 The QF shall not rely on interruptible standby service for the start up requirements (initial or otherwise) of the Facility.

#### 5. Committed Capacity/Capacity Delivery Date

- 5.1 The QF commits to sell capacity to FPL, the amount of which shall be determined in accordance with this Section 5 (the "Committed Capacity") Subject to Section 5.3 the Committed Capacity is set at \_\_\_\_\_ kW, with an expected Capacity Delivery Date of June 1, 2007.
- 5.2 Testing of the capacity of the Facility (each such test, a "Committed Capacity Test") shall be performed in accordance with the procedures set forth in Section 6. The Demonstration Period for the first Committed Capacity Test shall commence no earlier than June 1, 2004 and testing must be completed by 11.59 p.m., May 31, 2007. The first Committed Capacity Test shall not be successfully completed unless the Facility demonstrates a Capacity of at least one hundred percent (100%) of the Committed Capacity set forth in Section 5.1. Subject to Section 6.1 the QF may schedule and perform up to three (3) Committed Capacity Tests to satisfy the requirements of the Contract with respect to the first Committed Capacity Test.
- 5.3 In addition to the first Committed Capacity Test, FPL shall have the right to require the QF, by notice thereto, to validate the Committed Capacity by means of a Committed Capacity Test at any time, up to six (6) times per year, the results of which shall be provided to FPL within seven (7) days of the conclusion of such test. On and after the date of such requested Committed Capacity Test, and until the completion of a subsequent Committed Capacity Test, the Committed Capacity shall be set at the lower of the Capacity tested or the Committed Capacity as set forth in Section 5.1.
- 5.4 Notwithstanding anything to the contrary herein, the Committed Capacity may not exceed the amount set forth in Section 5.1 without the consent of FPL, to be granted in FPL's sole discretion.
- 5.5 The "Capacity Delivery Date" shall be defined as the first calendar day immediately following the date of the Facility's successful completion of the first Committed Capacity Test.
- 5.6 In no event shall FPL make capacity payments to the QF prior to the Capacity Delivery Date.
- 5.7 The QF shall be entitled to receive capacity payments beginning on the Capacity Delivery Date, provided the Capacity Delivery Date occurs on or after June 1, 2004 and on or before January 1, 2007 (or such later date permitted by FPL pursuant to the following sentence). If the Capacity Delivery Date does not occur on or before June 1, 2007, FPL shall immediately be entitled to draw down the Completion/Performance security in full, and in addition, FPL may, but shall not be obligated to, allow the QF up to an additional five (5) months to achieve the Capacity Delivery Date. If the QF fails to achieve the Capacity Delivery Date either (i) by June 1, 2007 or (ii) by such later date as permitted by FPL, FPL shall have no obligation to make any capacity payments under this Contract and this Contract shall be rendered null and void and of no further effect.

(Continued on Sheet No 9.852)

## ATTACHMENT B

(Continued from Sheet No 9 850.1)

Availability	On Peak *	Off Peak
	<del>98%</del>	<del>98%</del>
	97%	97%

\* QF Performance and On Peak hours shall be as measured and/or described in FPL's Rate Schedule COG-2 attached hereto as Appendix A

**4. Sale of Electricity by the QF**

4.1 ~~Purchase by FPL~~ Consistent with the terms hereof, the QF shall sell to FPL and FPL shall purchase from the QF all of the electric power generated by the Facility. FPL shall have the sole right to purchase all energy and capacity from the Facility. The purchase and sale of electricity pursuant to this Contract shall be a ( ) net billing arrangement or ( ) simultaneous purchase and sale arrangement; provided, however, that no such arrangement shall cause the QF to sell more than the Facility's net output. The billing methodology may be changed at the option of the QF, subject to the provisions of FPL Rate Schedule COG-2.

4.2 The QF shall not rely on interruptible standby service for the start up requirements (initial or otherwise) of the Facility.

**5. Committed Capacity/Capacity Delivery Date**

5.1 The QF commits to sell capacity to FPL, the amount of which shall be determined in accordance with this Section 5 (the "Committed Capacity") Subject to Section 5.3 the Committed Capacity is set at \_\_\_\_\_ kW, with an expected Capacity Delivery Date of ~~January June 1, 2003~~ 2007.

5.2 Testing of the capacity of the Facility (each such test, a "Committed Capacity Test") shall be performed in accordance with the procedures set forth in Section 6. The Demonstration Period for the first Committed Capacity Test shall commence no earlier than ~~30 days following FPL's acceptance of the original Standard Offer Contract June 1, 2004~~ and testing must be completed by 11:59 p.m., ~~December 31, 2002~~ May 31, 2007. The first Committed Capacity Test shall not be successfully completed unless the Facility demonstrates a Capacity of at least one hundred percent (100%) of the Committed Capacity set forth in Section 5.1. Subject to Section 6.1 the QF may schedule and perform up to three (3) Committed Capacity Tests to satisfy the requirements of the Contract with respect to the first Committed Capacity Test

5.3 In addition to the first Committed Capacity Test, FPL shall have the right to require the QF, by notice thereto, to validate the Committed Capacity by means of a Committed Capacity Test at any time, up to six (6) times per year, the results of which shall be provided to FPL within seven (7) days of the conclusion of such test. On and after the date of such requested Committed Capacity Test, and until the completion of a subsequent Committed Capacity Test, the Committed Capacity shall be set at the lower of the Capacity tested or the Committed Capacity as set forth in Section 5.1.

5.4 Notwithstanding anything to the contrary herein, the Committed Capacity may not exceed the amount set forth in Section 5.1 without the consent of FPL, to be granted in FPL's sole discretion.

5.5 The "Capacity Delivery Date" shall be defined as the first calendar day immediately following the date of the Facility's successful completion of the first Committed Capacity Test.

5.6 In no event shall FPL make capacity payments to the QF prior to the Capacity Delivery Date.

5.7 The QF shall be entitled to receive capacity payments beginning on the Capacity Delivery Date, provided the Capacity Delivery Date occurs on or after ~~January June 1, 2002~~ 2004 and on or before January 1, ~~2003~~ 2007 (or such later date permitted by FPL pursuant to the following sentence) If the Capacity Delivery Date does not occur on or before ~~January June 1, 2003~~ 2007, FPL shall immediately be entitled to draw down the Completion/Performance security in full, and in addition, FPL may, but shall not be obligated to, allow the QF up to an additional five (5) months to achieve the Capacity Delivery Date. If the QF fails to achieve the Capacity Delivery Date either (i) by ~~January June 1, 2003~~ 2007 or (ii) by such later date as permitted by FPL, FPL shall have no obligation to make any capacity payments under this Contract and this Contract shall be rendered null and void and of no further effect.

(Continued on Sheet No. 9 852)