

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of second negotiated power purchase contract for purchase of firm capacity and energy with BG&E of Florida, LLC, by Progress Energy Florida, Inc.

DOCKET NO. 070726-EQ  
ORDER NO. PSC-08-0131-PAA-EQ  
ISSUED: March 3, 2008

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman  
LISA POLAK EDGAR  
KATRINA J. McMURRIAN  
NANCY ARGENZIANO  
NATHAN A. SKOP

NOTICE OF PROPOSED AGENCY ACTION  
ORDER APPROVING SECOND POWER PURCHASE CONTRACT

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

BACKGROUND

On December 14, 2007, Progress Energy Florida (PEF) filed a Petition requesting approval of a second negotiated contract for the purchase of firm capacity and energy between BG&E of Florida, LLC (BG&E) and PEF, dated December 12, 2007 (the contract). The contract is based on BG&E constructing and owning a biomass electric generating plant located in Florida, which will operate as a Qualifying Facility (QF) pursuant to the Federal Energy Regulatory Commission (FERC). BG&E will sell 75 megawatts (MW) of capacity and energy from the facility to PEF for a term from June 1, 2011, through May 31, 2031. We have jurisdiction over this matter pursuant to Sections 366.04, 366.05, 366.051, and 366.80-366.82, Florida Statutes.

NEGOTIATED POWER PURCHASE CONTRACT

BG&E will sell firm capacity and energy from the biomass facility to PEF for a term from June 1, 2011, through May 31, 2031, with a committed capacity of 75 MW. The avoided unit for which the contract is indexed is a natural gas-fired combined cycle generating facility with a summer capacity of 537 MW and an in-service date of June 1, 2013. The characteristics

DOCUMENT NUMBER-DATE

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of this contract, and the related facility, are similar to those of a contract between BG&E and PEF which was approved November 9, 2007, by the Commission.<sup>1</sup>

Rule 25-17.0832(3), Florida Administrative Code (F.A.C.), states that in reviewing a negotiated firm capacity and energy contract for the purpose of cost recovery, we shall consider factors relating to the contract that would impact the utility's general body of retail and wholesale customers including: the need for power, the cost-effectiveness of the contract, security provisions for capacity payments, and qualifying facility (QF) performance guarantees. Each of these factors is evaluated below:

#### Need for Power

According to PEF's 2007 Ten Year Site Plan, PEF's 2011 summer reserve margin excluding BG&E's capacity is estimated to be 21%. However, according to our calculations PEF's 2013 summer reserve margin, excluding 537 MW of capacity from the avoided unit, is estimated to be 18%. The addition of the BG&E facility would raise the reserve margin to 19%. Therefore, the addition of 75 MW of firm capacity and energy sold by BG&E in 2011 to PEF pursuant to the contract will not completely defer or avoid the need for additional capacity in order to meet a 20% reserve margin. It has been our policy to approve cost effective contracts, such as BG&E's, that use renewable resources as the primary fuel. Rule 25-17.001(5)(d), F.A.C., encourages electric utilities to:

Aggressively integrate nontraditional sources of power generation including cogenerators with high thermal efficiency and small power producers using renewable fuels into the various utility service areas near utility load centers to the extent cost effective and reliable.

#### Cost-Effectiveness

Traditionally, payments to QFs have been divided into two parts, capacity and energy, and are based on the cost of capacity and energy from the designated avoided unit. The traditional payment for avoided capacity is a monthly payment amount in \$/kilowatt-month. The traditional payment for energy costs are based on the current forecasted energy price of the avoided unit in \$/megawatt hours (MWh), but are adjusted as actual fuel costs are known. The terms of the contract calculate payments for the avoided energy and capacity based on a committed capacity of 75 MW. In this contract, BG&E's energy payment has been fixed and combined with the capacity payment. This contract also includes a set percentage increase of the energy payment (confidential) over the proceeding year amount. This type of payment will encourage the development of a renewable generation resource and benefit BG&E because it provides a predictable revenue stream that removes the risk of fuel cost fluctuations. PEF will pay a set amount (confidential) for each MWh of net energy delivered to the delivery point.

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<sup>1</sup> Order No. PSC-07-0911-PPA-EQ, issued November 9, 2007, in Docket No. 070561-EQ, In re: Petition for approval of negotiated power purchase contract for purchase of firm capacity and energy with BG&E of Florida, LLC, by Progress Energy Florida.

Since BG&E will receive a monthly payment based only on the MWh generated, the contract requires that the qualifying facility must generate in order for BG&E to be paid.

Both BG&E's committed capacity of 75 MW and PEF's avoided unit were modeled at an 89% capacity factor to compare the capacity and energy payments contained in the contract. Projected payments to BG&E when compared to the capacity and energy costs of the avoided unit are expected to result in an estimated net present value savings of more than \$45 million to PEF's ratepayers over the 20 year term of the contract. These estimated savings show the contract to be cost-effective.

#### Security for Capacity Payments

Rule 25-17.0832(3)(c), F.A.C., requires the QF to post some form of security to repay the utility for dollars exceeding avoided cost in the event of QF default. Article 10 of the contract states that, after the signing date of the contract, either PEF or BG&E may terminate the contract on or before a preselected date (confidential). Once this date has expired, then BG&E shall establish, fund, and deliver to PEF performance security in the amount listed in the contract (confidential) and maintain this fund until the fifth anniversary of the commercial operation date. After the fifth anniversary of the commercial operation date, BG&E shall maintain this fund throughout the remainder of the contract in the amount equal to the amount listed in the contract (confidential). PEF has sole discretion to increase (up to 50 percent) or reduce BG&E's Performance Security amount in the event that a material adverse change occurs. We believe that the provisions contained in the contract are sufficient to protect PEF's ratepayers in the event that BG&E defaults on its obligations.

#### Performance Guarantees

The expected annual energy from the facility is 584,730 MWh at an 89% capacity factor. The energy payment has been fixed and combined with the capacity payment. Under the performance provision of the contract (Article 8.1), the total payment rate will be reduced by 10% if the plant's twelve-month rolling capacity factor drops below 50%. This reduction in payment due to a capacity factor below 50% is not on a sliding scale. Unlike a traditional purchased power contract, which includes capacity payments, BG&E's payments are based only on the time that the plant is generating. We believe that the provisions contained in the contract are sufficient to protect PEF's ratepayers if BG&E fails to deliver firm capacity and energy as specified by the contract.

#### Conclusion

The negotiated contract between PEF and BG&E provides PEF with a viable source of electric capacity and energy that meets all requirements and rules governing QFs and small power producers. The contract is shown to be cost-effective. If a portion of the planned renewable generation cannot be implemented under the terms of this contract, the security provisions effectively mitigate the risk to the ratepayer. For these reasons, the negotiated contract is hereby approved.

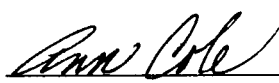
Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the negotiated power purchase contract for the purchase of firm capacity and energy between BG&E of Florida, LLC and Progress Energy Florida is hereby approved. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that if no timely protest is filed within 21 days of the issuance of this Order, this docket should be closed upon the issuance of a consummating order.

By ORDER of the Florida Public Service Commission this 3rd day of March, 2008.



ANN COLE  
Commission Clerk

( S E A L )

KEF

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This

ORDER NO. PSC-08-0131-PAA-EQ

DOCKET NO. 070726-EQ

PAGE 5

petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on March 24, 2008.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.