



01.1.2001

REC'D
MAY 29 AM 10:00
REGISTRATION

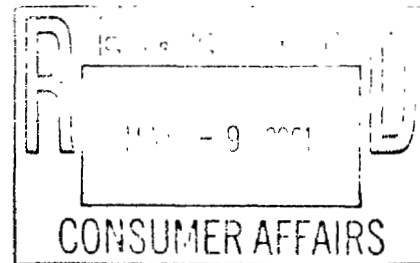
April 20, 2001

UNDOCKETED ORIGINAL

Federal Express

(202-208-0316)

The Honorable David P. Boergers
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426



Re: Florida Power & Light Company
Docket No. ER01-

Dear Mr. Boergers:

In Docket No. OA97-245, Florida Power & Light Company ("FPL") filed Tariff No. 1 for Sales of Power and Energy by Florida Power & Light ("Tariff") and requested a January 1, 1997 effective date. The Tariff provides the terms and conditions for voluntary "unbundled" sales of power and energy by FPL to Eligible Entities as defined by the Terms and Conditions of the Tariff. The Tariff provides that Eligible Entities must execute a Service Agreement to take service in accordance with the provisions of the Tariff. FPL hereby tenders for filing an original and six copies of an unexecuted Service Agreement with Cargill-Alliant, LLC for service under the Tariff.

In addition, the Commission in its October 29, 1997 Order in Docket No. ER97-3359-000, accepted FPL's Market Based Rates Tariff and allowed FPL to file umbrella service agreements for short-term transactions. FPL hereby tenders for filing an original and six copies of an unexecuted Service Agreement with Calpine Energy Service, L.P. for service under the Market Based Rates Tariff.

The Service Agreements provide that FPL will provide service to each entity under the rates, terms and conditions of the respective tariff. FPL requests an effective date of April 13, 2001 for each of the Service Agreements listed above.

- APP _____
- CA _____
- COMP _____
- COM _____
- CTR _____
- ECR _____
- LEG _____
- OPC _____
- PAI _____
- RGO _____
- SEC _____
- SER _____
- OTH _____

PHYSICAL ADDRESS:

1170 U.S. Highway One
Golden Bear Plaza South Tower
North Palm Beach, FL 33408

MAILING ADDRESS:

PO Box 88825
North Palm Beach, FL 33408

DOCUMENT NUMBER-DATE

06623 MAY 29 2001

FPC-RECORDS/REPORTING

The Honorable David P. Boergers
April 23, 2001
Page 2 of 3

ORIGINAL

FPL requests that any communication with FPL regarding this filing be addressed to:

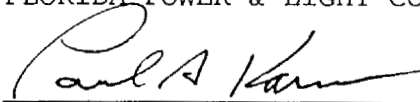
Mr. Paul A. Karns
Assistant Secretary
Florida Power & Light Company
Energy Marketing & Trading Division
11770 U.S. Highway One
North Palm Beach, FL 33408
Phone: (561)625-7560

Attached to this filing is a form of notice suitable for publication in the Federal Register and copies of the Service Agreements with each entity. Enclosed is a diskette containing a Word Perfect version of the form of notice. In addition, a copy of this filing has been served on the Florida Public Service Commission. FPL requests that the Commission grant waivers of any its Regulations that it may deem necessary to permit the Service Agreements to become effective on April 13, 2001.

Please acknowledge the receipt and filing of this filing by date-stamping the enclosed seventh copy of this transmittal letter and returning it to the undersigned in the enclosed stamped return envelope.

Respectfully submitted,

FLORIDA POWER & LIGHT COMPANY



Paul A. Karns
Assistant Secretary

Attachments

cc: Cargill-Alliant, LLC
Calpine Energy Services, L.P.
Florida Public Service Commission

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

ORIGINAL

Florida Power & Light Company) Docket No. ER01-

NOTICE OF FILING
(May___, 2001)

On April 23, 2001, Florida Power & Light Company ("FPL") filed a Service Agreement with Cargill-Alliant, LLC for service pursuant to Tariff No. 1 for Sales of Power and Energy by Florida Power & Light and a Service Agreement with Calpine Energy Service, L.P. for service pursuant to FPL's Market Based Rates Tariff. FPL requests that the Service Agreements be made effective on April 13, 2001.

Any person desiring to be heard or to protest said filing should file a motion to intervene or protest with the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426, in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 CFR 385.211 and 18 CFR 385.214). All such motions or protests should be filed on or before _____. Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a motion to intervene. Copies of this filing are on file with the Commission and are available for public inspection.

David P. Boergers
Secretary

ATTACHMENT
SERVICE AGREEMENT

ORIGINAL

This Agreement is entered into this ____ day of _____, ____, by and between CALPINE ENERGY SERVICE, L.P. (the "Buyer") and FLORIDA POWER & LIGHT COMPANY ("FPL"). In consideration of the mutual covenants and agreements herein, the Buyer and FPL (the "Parties") hereby agree as follows:

Article 1. Service

1.1 FPL agrees, during the term of this Agreement, to sell electric energy and/or capacity to Buyer, and Buyer agrees to pay for such sale in accordance with FPL's Market-Based Rate Schedule, FERC Electric Tariff, Original Volume No. 7, for the Wholesale Sale of Electricity at Market-Based Rates (the "Tariff") on file with the Federal Energy Regulatory Commission ("FERC").

1.2 The terms and conditions of such service shall be (1) governed by the Tariff, as it exists at the time of this Agreement or as subsequently amended and by the Master Power Purchase and Sale Terms Agreement, and (2) separately negotiated and agreed to by the Parties, with respect to sales of capacity and/or energy to a Buyer under this Tariff.

1.3 In executing this Agreement, neither FPL nor Buyer commits to enter into any individual sale of capacity and/or energy transaction under this Tariff.

Article 2. Effective Date and Term of Agreement

2.1 This Agreement shall become effective on the date first stated above. However, if the FERC or any reviewing court imposes any condition, limitation, or qualification under any of the provisions of the Federal Power Act (the "FPA") which, individually or in the aggregate, FPL determines to be adverse to FPL, then FPL may, at its option, terminate or renegotiate the terms of this Agreement in light of such FERC or court action. Each Party will use its best efforts to take, or cause to be taken, all actions requisite to obtain the necessary approvals so that this Agreement shall become effective as provided herein at the earliest practicable date.

2.2 This Agreement shall remain effective until terminated by either Party on thirty (30) days written notice.

Article 3. Notice

3.1 Any notice given pursuant to this Agreement or the Tariff shall be in writing and delivered to the following:

If to FPL:

Florida Power & Light Company
Energy Marketing & Trading Division
11770 U.S. Highway One
North Palm Beach, Florida 33408
Attention: Director of Contracts

If to Buyer:

Calpine Energy Service, L.P.

Attention: _____

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3.2 Buyer's Operating Representative responsible for receiving the bill associated with the charges computed in accordance with the Tariff is:

Calpine Energy Service, L.P.

FAX: _____

Phone: _____

3.3 The names and addresses for notice to either Party may be changed at any time by written notice to the other Party.

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

FLORIDA POWER & LIGHT COMPANY

By: _____
Paul A. Karns
Assistant Secretary

CALPINE ENERGY SERVICE, L.P.

By: _____
Name: _____
Title: _____

FERC Electric Tariff, Original Volume 8

ORIGINAL

**TARIFF NO. 1
FOR SALES OF POWER AND ENERGY
BY
FLORIDA POWER & LIGHT COMPANY**

SERVICE AGREEMENT

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

Neither FPL nor Buyer that executes this Service Agreement commits to enter into any individual transaction. When service is provided under a transaction pursuant to FPL's Tariff No. 1 for Sales of Power and Energy ("Tariff"), FPL agrees to provide and the Buyer agrees to pay for such services in accordance with the provisions of the Tariff and this Service Agreement.

Any notice, demand or request required or authorized by this Service Agreement shall be deemed properly given if mailed postage prepaid to, in the case of FPL:

FLORIDA POWER & LIGHT COMPANY
P. O. Box 029100
Miami, FL 33102-9100
Attention: Manager of Wholesale Markets

and in the case of Buyer:

FERC Electric Tariff, Original Volume 8

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Cargill-Alliant, LLC
12700 Whitewater Drive
Minnetonka, MN 55343-9497
Attention: Richard B. Davenport, Assistant Vice President
Phone: 612-984-3158
Fax: 612-984-3836

10 or to such other person(s) as may be designated in writing from time to time by the
11 recipient Party.

12 The Tariff is incorporated herein and made a part hereof. This Service Agreement and
13 Tariff may be amended unilaterally by FPL from time to time pursuant to Section 205 of
14 the Federal Power Act as Provided in Section 8.1 of the Tariff. This Service Agreement
15 takes effect on the date permitted by the FERC.

FERC Electric Tariff, Original Volume 8

ORIGINAL

1 The Buyer's representative responsible for receiving the bill associated with the charges
2 computed in accordance with the Tariff is:

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Cargill-Alliant, LLC
12700 Whitewater Drive
Minnetonka, MN 55343-9497
Attention: Ms. Kimberly K. Sather
Phone: 612-984- 3313
Fax: 612-984-3836

12 This Service Agreement is intended as the exclusive integrated statement of the Parties'
13 agreement regarding service provided hereunder. Parol or extrinsic evidence shall not be
14 used to vary or contradict the express terms of this Service Agreement or the Tariff.

15

16 IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be
17 executed by their respective authorized officials as of the date first above written.

18

FLORIDA POWER & LIGHT COMPANY

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By: _____

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CARGILL ALLIANT, LLC

22

By: _____

FERC Electric Tariff, Original Volume 8

ORIGINAL

1 The Buyer's representative responsible for receiving the bill associated with the charges
2 computed in accordance with the Tariff is:

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11

Cargill-Alliant, LLC
12700 Whitewater Drive
Minnetonka, MN 55343-9497
Attention: Ms. Kimberly K. Sather
Phone: 612-984- 3313
Fax: 612-984-3836

12 This Service Agreement is intended as the exclusive integrated statement of the Parties'
13 agreement regarding service provided hereunder. Parol or extrinsic evidence shall not be
14 used to vary or contradict the express terms of this Service Agreement or the Tariff.

15

16 IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be
17 executed by their respective authorized officials as of the date first above written.

18

FLORIDA POWER & LIGHT COMPANY

19

By: _____

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CARGILL ALLIANT, LLC

22

By: _____



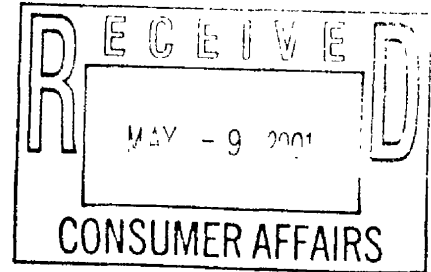
ORIGINAL

May 4, 2001

Federal Express

(202-208-0316)

The Honorable David P. Boergers
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426



Re: Florida Power & Light Company
Docket No. ER01-

Dear Mr. Boergers:

In Docket No. OA97-245, Florida Power & Light Company ("FPL") filed Tariff No. 1 for Sales of Power and Energy by Florida Power & Light ("Tariff") and requested a January 1, 1997 effective date. The Tariff provides the terms and conditions for voluntary "unbundled" sales of power and energy by FPL to Eligible Entities as defined by the Terms and Conditions of the Tariff. The Tariff provides that Eligible Entities must execute a Service Agreement to take service in accordance with the provisions of the Tariff. FPL hereby tenders for filing an original and six copies of an executed Service Agreement with Kissimmee Utility Authority for service under the Tariff.

The Service Agreement provides that FPL will provide service to the above-named entity under the rates, terms and conditions of the tariff. FPL requests an effective date of April 13, 2001 for the Service Agreement named above.

PHYSICAL ADDRESS:

11701 S Highway One
Codka Bear Plaza - South Tower
North Palm Beach FL 33408

MAILING ADDRESS:

PO Box 88825
North Palm Beach FL 33408

The Honorable David P. Boergers

ORIGINAL

Page 2 of 3

FPL requests that any communication with FPL regarding this filing be addressed to:

Mr. Paul A. Karns
Assistant Secretary
Florida Power & Light Company
Energy Marketing & Trading Division
11770 U.S. Highway One
North Palm Beach, FL 33408
Phone: (561)625-7560

Attached to this filing is a form of notice suitable for publication in the Federal Register and copies of the Service Agreement. Enclosed is a diskette containing a Word version of the form of notice. In addition, a copy of this filing has been served on the Florida Public Service Commission. FPL requests that the Commission grant waivers of any its Regulations that it may deem necessary to permit the Service Agreement to become effective on April 13, 2001.

Please acknowledge the receipt and filing of this filing by date-stamping the enclosed seventh copy of this transmittal letter and returning it to the undersigned in the enclosed stamped return envelope.

Respectfully submitted,

FLORIDA POWER & LIGHT COMPANY



107
Paul A. Karns
Assistant Secretary

Attachments

cc: Kissimmee Utility Authority
Florida Public Service Commission

ORIGINAL

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Florida Power & Light Company) Docket No. ER01-

NOTICE OF FILING
(June__, 2001)

On May 4, 2001 , Florida Power & Light Company ("FPL") filed an executed Service Agreement for service pursuant to FPL's Cost Based Rates Tariff for Kissimmee Utility Authority. FPL requests that the Service Agreement be made effective on April 13, 2001 .

Any person desiring to be heard or to protest said filing should file a motion to intervene or protest with the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426, in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 CFR 385.211 and 18 CFR 385.214). All such motions or protests should be filed on or before _____. Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding.

Any person wishing to become a party must file a motion to intervene. Copies of this filing are on file with the Commission and are available for public inspection.

David P. Boergers
Secretary

ORIGINAL

1 FOR SALES OF POWER AND ENERGY
2 BY
3 FLORIDA POWER & LIGHT COMPANY
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6 SERVICE AGREEMENT
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10 This Service Agreement, dated as of September 25, 2000, is entered into by and between FLORIDA
11 POWER & LIGHT COMPANY ("FPL") and KISSIMMEE UTILITY AUTHORITY ("Buyer").

12 Neither FPL nor Buyer commits to enter into any individual transaction. When service is provided
13 under a transaction pursuant to FPL's Tariff No. 1 for Sales of Power and Energy ("Tariff"), FPL
14 agrees to provide and Buyer agrees to pay for such services in accordance with the provisions of
15 the Tariff and this Service Agreement. Any notice, demand or request required or authorized by
16 this Service Agreement shall be deemed properly given if mailed postage prepaid to, in the case of
17 FPL:

18 Florida Power & Light Company
19 Energy Marketing and Trading Division
20 11770 US Highway One
21 North Palm Beach, FL 33408
22 Attention: Director of Contracts
23 Phone: (561) 625-7560
24 Fax: (561) 625-7502
25

26 and in the case of Buyer:

27 Kissimmee Utility Authority
28 Attention: Director of Power Supply
29 1701 W. Carroll Street
30 Kissimmee, FL 34741
31

32 or to such other person(s) as may be designated in writing from time to time by the recipient Party.
33

34 The Tariff is incorporated herein and made a part hereof. This Service Agreement and Tariff may
35 be amended unilaterally by FPL from time to time pursuant to Section 205 of the Federal Power
36 Act as Provided in Section 8.1 of the Tariff. This Service Agreement takes effect on the date
37 permitted by the FERC.
38

1 Buyer's representative responsible for receiving the bill associated with the charges computed in
2 accordance with the Tariff is:

ORIGINAL

3
4 Kissimmee Utility Authority
5 Attention: Director of Power Supply
6 1701 W. Carroll Street
7 Kissimmee, FL 34741
8
9

10 This Service Agreement is intended as the exclusive integrated statement of the Parties'
11 agreement regarding service provided hereunder. Parol or extrinsic evidence shall not be used to
12 vary or contradict the express terms of this Service Agreement or the Tariff.
13

14 IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their
15 respective authorized officials as of the date first above written.

16
17
18 FLORIDA POWER & LIGHT COMPANY

19
20 By: Paul A. Karns
21 Paul A. Karns
22 Assistant Secretary
23
24
25

26 KISSIMMEE UTILITY AUTHORITY

27
28 By: Larry Walter
29 Larry Walter
30 Chairman
31
32

33
34 By: Domingo Toro
35 Domingo Toro
36 Secretary
37

38 FORM OF EXECUTION OF THIS SERVICE AGREEMENT IS HEREBY APPROVED:

39
40 By: Edward Dunson
41 Attorney for Kissimmee Utility Authority
42
43