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PLEASE REPLY TO:
TALLAHASSEE

June 18, 1990

HAND DELIVERED

Mr. Steve Tribble, Director
Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399

Re: Docket No. 900004-EU, Hearings on Load Forecasts,
Generation Expansion Plans, and Cogeneration Prices for
Peninsular Florida's Electric Utilities.

Dear Mr. Tribble:

On Friday, June 15, we filed on behalf of Nassau Power Corporation a Notice of First Execution with an Appendix. The Appendix contained a one-page excerpt from a standard offer contract. Inadvertently, some copies of the page were not copied on both sides to show the stamped authority number on the back. I am enclosing for distribution an Addendum to the Appendix that corrects that oversight. In addition, the Addendum includes the affidavit of David Dewhurst.

Thank you.

Yours truly,

Joseph A. McGlothlin
Joseph A. McGlothlin

- ACK
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG / JAM/jfg
- LEG _____
- LIN Enclosures
- OPC _____
- RCH _____
- SEC
- WAS _____
- OTH _____

DOCUMENT NUMBER-DATE
05355 JUN 18 1990
FPSC-RECORDS/REPORTING

NASSAU POWER CORPORATION'S
NOTICE OF FIRST EXECUTION

ADDENDUM TO APPENDIX

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Neenah Bond
25% COTTON PAPER

**STANDARD OFFER CONTRACT FOR THE PURCHASE OF
FIRM CAPACITY AND ENERGY FROM A QUALIFYING FACILITY**

THIS AGREEMENT is made and entered into this _____ day of _____, 19____ by and between _____, hereinafter referred to as "QF" and Florida Power & Light Company, hereinafter referred to as "FPL" or the "Company"; a private utility corporation organized under the laws of the State of Florida. The QF and FPL shall collectively be referred to herein as the "Parties".

WITNESSETH:

WHEREAS, QF desires to sell, and FPL desires to purchase electricity to be generated by the QF consistent with Florida Public Service Commission (FPSC) Rules 25-17.080 through 25-17.087 of Order No. _____, Docket No. 900004-EU; and

WHEREAS, QF has signed an Interconnection Agreement with the utility in whose service territory the QF's generating facility is located, attached hereto as Appendix A; and

WHEREAS, the FPSC has approved this following Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Qualifying Facility;

NOW, THEREFORE, for mutual consideration the Parties agree as follows:

1. Facility

QF contemplates installing and operating a _____ KVA _____ generator located at _____ . The generator is designed to produce a maximum of _____ kilowatts (KW) of electric power at an 85% power factor, such equipment being hereinafter referred to as "Facility."

2. Term of the Agreement

This Agreement shall begin immediately upon its execution by the parties and shall end at 12:01 a.m., _____, 20____.

Notwithstanding the foregoing if construction and commercial operation of the Facility are not accomplished by QF before January 1, 1996, this Agreement shall be rendered of no force and effect.

3. Sale of Electricity by QF

FPL agrees to purchase all of the electric power generated at the Facility and transmitted to FPL by QF. The purchase and sale of electricity pursuant to this Agreement shall be construed as a () net billing arrangement or () simultaneous purchase and

(Continued on Sheet No. 9.851)

AFFIDAVIT

I, David H. Dewhurst, President of Nassau Power Corporation (the "Company"), attest and swear that the following facts are true and correct.

1. On May 25, 1990, representatives of the Company and our Florida legal counsel attended the Special Agenda Conference of the Florida Public Service Commission (the "Commission"), in which the Commission, among other things, voted to designate a 500 MW coal-fired plant as the avoided units for the purpose of establishing the avoided cost rate under the Standard Offer Contract for Qualifying Facilities ("QFs") coming on line in calendar year 1996. Florida utilities were instructed by the Commission to file revised Standard Offer Contracts no later than June 4, 1990. The Commission's staff was delegated authority to review and approve the revised contracts.

2. Based on the Commission's decision to modify the 1996 Standard Offer Contract rates, the Company decided to execute a revised Standard Offer Contract with Florida Power & Light (FP&L) for a 435 MW cogeneration facility to be located on Amelia Island in Nassau County, Florida. The Company was concerned that other developers of QF facilities also would be interested in signing revised Standard offer Contracts which, if executed prior to the Company's contract, might preempt most or all of the 1996 subscription amount of 500 MW. For this reason, the Company put in place elaborate procedures to ensure that the Company would be the first to sign a valid 1996 Standard Offer Contract.

3. Among the procedures adopted by the Company to ensure that it would be the first to execute a 1996 Standard Offer Contract were the following:

- The Company instructed its Florida legal counsel to constantly monitor filings at the Commission so that the Company would be notified immediately after FP&L filed its revised Standard Offer Contract. The Company's legal counsel was given power of attorney to execute the revised Standard Offer Contract so that it could be completed and executed immediately. On June 1, 1990, Florida legal counsel was given power of attorney to execute the revised Standard Offer Contract on behalf of the Company in the event that a duly authorized officer of the Company was not available at the moment the revised Standard offer Contract was accepted and approved by the Commission.
- The Company obtained a copy of FP&L's standard Interconnection Agreement for Qualifying Facilities, and instructed its engineering staff to study the facilities that would be require to interconnect the Company's cogeneration facility with FP&L's system. A study of the necessary interconnection facilities was completed by June 1, along with a detailed cost estimate and a schematic representation of the recommended interconnection arrangements.
- After the FP&L Standard Offer Contract was filed with the Commission on June 4, the Company was prepared to execute it (and an offer to interconnect) immediately upon staff approval of the revised contract.
- On June 4, and each day thereafter, the Company and its Florida counsel were in constant contact with the Commission so that the Company would be notified immediately upon Commission approval of the revised FP&L Standard Offer Contract.

- The Company had established procedures whereby it would execute the revised Standard offer Contract within minutes after receiving notification that the contract had been approved by the Commission pursuant to the decision of the Commission on May, 25, 1990 and Rule 25-17.083(3)(b). Florida Administrative Code. On June 13, 1990, the Commission approved the revised FP&L Standard offer Contract at approximately 4:10 p.m. At 4:18 p.m. that same day, the Company executed the contract. A copy was provided to the Commission at 4:40 p.m., June 13, 1990.

David H. Dewhurst
David H. Dewhurst

John Douglas Dine
Witness

WITNESS my hand and seal this 15th day of June, 1990.

Julie M. Gerz
Printed Name

Commission Expires: 12/27/93