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MAIL ROOM
GULF POWER

A SOUTHERN COMPANY

ORIGINAL

November 12, 1999

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee FL 32399-0870

Dear Ms. Bayo:

RE: Docket No. 991183-EQ

On August 20, 1999, Gulf Power Company filed its standard offer contract for the purchase of firm capacity and energy from certain small qualifying facilities. Attached are two pages that were inadvertently left out of the initial filing. The pages are 9.21 and 9.29. Dates needed to be changed on these sheets.

Upon approval, please return a copy of the approved tariff sheets to my attention.

Sincerely,

Susan D. Ritenour
Assistant Secretary and Assistant Treasurer

AFA	_____	lw
APP	_____	
CAF	_____	Enclosures
CMU	_____	
CTR	_____	
EAG	_____	cc: Beggs and Lane
LEG	_____	Jeffrey A. Stone, Esquire
MAS	_____	Florida Public Service Commission
OPC	_____	Connie Kummer
PAI	_____	
SEC	_____	
WAW	_____	
OTH	_____	

DOCUMENT NUMBER-DATE

14017 NOV 15 99

FPSC-RECORDS/REPORTING

Tariff Sheets

GULF POWER COMPANY

Depending on the nature of the QF's operation, financial health and solvency, and its ability to meet the terms and conditions of this Agreement, one of the following, at the Company's discretion in accordance with the provisions of Schedule COG-2, may be used as an alternative to a cash deposit as a means of securing the completion of the QF's project in accord with this Agreement:

- (a) an unconditional, irrevocable direct pay letter; or
- (b) surety bond; or
- (c) other means acceptable to the Company.

In the case of a governmental solid waste facility, pursuant to FPSC Rule 25-17.091, F.A.C., the following will be acceptable to the Company: the unsecured promise of a municipal, county, or state government to pay the actual damages incurred by the Company because the governmental facility fails to come on line prior to June 1, 2002.

The specific completion security vehicle agreed upon by the parties is: _____

(IN ORDER FOR THIS FORM OF CONTRACT TO BE USED TO TENDER ACCEPTANCE OF THE COMPANY'S STANDARD OFFER BY A QF OTHER THAN A GOVERNMENTAL SOLID WASTE FACILITY, THE ABOVE LINE MUST SPECIFY CASH DEPOSIT IN THE APPROPRIATE AMOUNT UNLESS THE QF HAS SECURED THE PRIOR WRITTEN CONSENT FROM THE COMPANY TO AN ALTERNATIVE COMPLETION SECURITY VEHICLE.)

3. Sale of Electricity by the QF

The Company agrees to purchase electric power generated at the facility and transmitted to the Company by the QF. The purchase and sale of electricity pursuant to this Agreement shall be in accordance with the following billing methodology (choose one):

- () Net Billing Arrangement; or
- () Simultaneous Purchase and Sales Arrangement.

GULF POWER COMPANY

due and shall be paid by the QF within 20 days after receipt of such invoice by the QF. Repayment under this paragraph shall not be construed as a limitation of the Company's right to pursue a claim against the QF in any appropriate court or forum for the actual damages the Company incurs as a result of the QF's non-performance or default.

Failure of the QF to notify the Company of a known derating or inability to supply its full Committed Capacity from the facility may, at the sole discretion of the Company, result in a determination of non-performance. Upon such determination by the Company, capacity payments to the QF shall be suspended for a period of time equal to the time of the known derating or inability to supply the full Committed Capacity from the facility or six months, whichever shall be longer.

9. Default

9.1 Mandatory Default. The QF shall be in default under this Agreement if: (1) QF either voluntarily declares bankruptcy or becomes subject to involuntary bankruptcy proceedings; or (2) QF ceases all electric generation for either of the Company's peak generation planning periods (summer or winter) occurring in a consecutive 12 month period. For purposes of this Agreement, the Company's summer peak generation planning period shall be May through September and the Company's winter peak generation planning period shall be December through February. The months included in the Company's peak generation planning periods may be changed, at the sole discretion of the Company, upon 12 months prior notice to the QF.

9.2 Optional Default. The Company may declare the QF to be in default if: (1) at any time prior to June 1, 2002 and after capacity payments have begun, the Company has sufficient reason to believe that the QF is unable to deliver its Committed Capacity from the facility; (2) after June 1, 2002, the QF fails to maintain a 98% availability factor over any twenty-four consecutive month period; (3) because of a QF's refusal, inability or anticipatory breach of obligation to deliver its Committed Capacity after June 1, 2002; or (4) the Company has made three or more determinations of non-performance due to the failure of the QF to notify the Company of a known derating or inability to supply Committed Capacity during any eighteen month period.

Legislative Format

GULF POWER COMPANY

Depending on the nature of the QF's operation, financial health and solvency, and its ability to meet the terms and conditions of this Agreement, one of the following, at the Company's discretion in accordance with the provisions of Schedule COG-2, may be used as an alternative to a cash deposit as a means of securing the completion of the QF's project in accord with this Agreement:

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GULF POWER COMPANY

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