

**Ruth Nettles**

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**From:** Stright, Lisa [Lisa.Stright@pgnmail.com]  
**Sent:** Wednesday, September 10, 2008 5:24 PM  
**To:** Filings@psc.state.fl.us  
**Cc:** Feil, Matthew; Gammon, David W (Marketing Employee); Jeanette Sickel  
**Subject:** PEF-Vision Contract (Revised Pages 43 & 46) - Dkt# 080512-EQ  
**Attachments:** Document.pdf

**This electronic filing is made by:**

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**Docket No. 080512-EQ**

**On behalf of Progress Energy Florida**

**Consisting of 3 pages.**

**The attached document for filing are REVISED Pages 43 and 46 to the corrected PEF-Vision contract filed on September 10, 2008.**

<<Document.pdf>>

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9/11/2008

DOCUMENT NUMBER-DATE

08462 SEP 11 8

FPSC-COMMISSION CLERK



September 10, 2008

**VIA ELECTRONIC FILING**

Ms. Ann Cole, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Petition for approval of a negotiated purchase power contract with Vision / FL,  
LLC, by Progress Energy Florida, Inc.; Docket No. 080512-EQ

Dear Ms. Cole:

On September 10, 2008, a corrected version of the Progress-Vision contract was filed reflecting suggestions from Staff and other items identified by the parties. The corrected version inadvertently contained an error in one of the formulas on Pages 43 and 46. Please replace Pages 43 and 46 that were filed on September 10, 2008 with the corrected pages attached hereto.

Thank you for your assistance in this matter. Please feel free to call me at (727) 820-5184 should you have any questions.

Sincerely,

*John T. Burnett* JMS  
John T. Burnett

JTB/lms  
Attachments

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08462 SEP 11 8

FPSC-COMMISSION CLERK

**APPENDIX A**  
**TO**  
**PROGRESS ENERGY FLORIDA**  
**RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW**  
**NEGOTIATED CONTRACT**

**MONTHLY CAPACITY PAYMENT CALCULATION**

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Negotiated Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW.

- A. In the event that the ACBF is less than 69%, then no Monthly Capacity Payment shall be due. That is:

$$MCP = 0$$

- B. In the event that the ACBF is equal to or greater than 69% but less than 89%, then the Monthly Capacity Payment shall be calculated by using the following formula:

$$MCP = BCP [5 \times (.89 - ACBF)] \times CC$$

- C. In the event that the ACBF is equal to or greater than 89%, then the Monthly Capacity Payment shall be calculated by using the following formula:

$$MCP = BCP \times CC$$

Where:

- MCP = Monthly Capacity Payment in dollars.  
BCP = Base Capacity Payment in \$/kW/Month as specified in Appendix D.  
CC = Committed Capacity in kW.

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In the event that for any Monthly Billing Period, the computation of the value of the Termination Fee for such Monthly Billing Period (as set forth above) yields a value equal to or greater than zero, the amount of the Termination Fee shall be increased by the amount of such value.

In the event that for any Monthly Billing Period, the computation of the value of the Termination Fee for such Monthly Billing Period (as set forth above) yields a value less than zero, the amount of the Termination Fee shall be decreased by the amount of such value expressed as a positive number (the "Initial Reduction Value"); provided, however, that such Initial Reduction Value shall be subject to the following adjustments (the Initial Reduction Value, as adjusted, the "Reduction Value"):

- a. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor, as defined in Appendix A is less than 71%, then the Initial Reduction Value shall be adjusted to equal zero (Reduction Value = 0), and the Termination Fee shall not be reduced for the applicable Monthly Billing Period.
- b. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor, as defined in Appendix A, is equal to or greater than 69% but less than 89%, then the Reduction Value shall be determined as follows:

$$\text{Reduction Value} = \text{Initial Reduction Value} \times [5 \times (.89 - \text{ACBF})]$$

For the applicable Monthly Billing period, the Termination Fee shall be reduced by the amount of such Reduction Value.

- c. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor, as defined in Appendix A, is equal to or greater than 89%, then the Initial Reduction Value shall not be adjusted (Reduction Value = Initial Reduction Value), and the Termination Fee shall be reduced for the applicable Monthly Billing period by the amount of the Initial Reduction Value.

In no event shall PEF be liable to the RF/QF at any time for any amount by which the Termination Fee, adjusted in accordance with the foregoing, is less than zero (0).