



Florida Power & Light Company, 215 S. Monroe St., Suite 810, Tallahassee, FL 32301

Bryan S. Anderson, Esq.
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
(561) 304-5253
(561) 691-7135 (Facsimile)

May 29, 2009

RECEIVED-PPSC
09 MAY 29 PM 3:25
COMMISSION
CLERK

-VIA HAND DELIVERY -

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

**Re: Docket Nos. 080193-EQ and 090166-EQ
Petition for approval of Renewable Energy Tariff and Standard Offer Contract, by
Florida Power & Light Company.**

Dear Ms. Cole:

Enclosed for filing on behalf of Florida Power & Light Company ("FPL") in the above mentioned dockets is an original and 15 copies of the revised 2009 Standard Offer Contract (SOC) tariff sheets. This filing is being made in both dockets per the Commission's decision at the May 5, 2009 Agenda Conference, which approved the suspension of the 2008 version of the revised standard offer tariffs filed by FPL on April 1, 2008 and later revised on May 20, 2008. The Commission also FPL to refile its 2009 version with revised language from the version filed on April 1, 2009. Also included, is FPL's supporting analysis with respect to its SOC revised equivalent availability requirement.

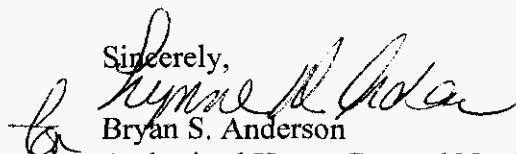
At this time we are submitting the revised SOC tariff sheets listed below in both proposed and legislative format for replacement purposes.

Replacement pages

- Second Revised Sheet No. 9.032 (proposed)
- Second Revised Sheet No. 9.044 (proposed)
- First Revised Sheet No. 10.313 (proposed)

Thank you for your assistance. Please contact me should you or your staff have any questions regarding this filing.

COM
 2
 3
 ENCLOSURES
 cc: Counsel for Parties of Record (w/encl.)

Sincerely,

 Bryan S. Anderson
 Authorized House Counsel No. 219511

DOCUMENT NUMBER-DATE
 05373 MAY 29 09

FPSC-COMMISSION CLERK

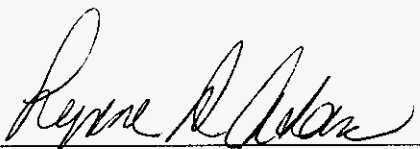

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by hand delivery (*) or United States mail on May 29, 2009 to the following:

Jean Hartman*
Office of the General Counsel
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Jon C. Moyle and Vicki Kaufman
Keefe, Anchors Gordon & Moyle, P.A
118 N. Gadsden St.
Tallahassee, FL 32301
Co-Counsel for FIPUG

Wheelabrator Technologies, Inc.
4 Liberty Lane West
Hampton, NH 03842

By: 
 Bryan S. Anderson
Authorized House Counsel No. 219511

(Continued from Sheet No. 9.031)

- (c) If the QS is a REF, the QS shall, on an annual basis and within thirty (30) days after the anniversary date of this Contract and on an annual basis thereafter for the term of this Contract, deliver to FPL a report certified by an officer of the QS: (i) stating the type and amount of each source of fuel or power used by the QS to produce energy during the twelve month period prior to the anniversary date (the "Contract Year"); and (ii) verifying that one hundred percent (100%) of all energy sold by the QS to FPL during the Contract Year complies with Sections 1(a) and (b) of this Contract.
- (d) If the QS is a REF, the QS represents and warrants that the Facility meets the renewable energy requirements of Section 366.91(2)(a) and (b), Florida Statutes, and FPSC Rules 25-17.210(1) and (2), F.A.C., and that the QS shall continue to meet such requirements throughout the term of this Contract. FPL shall have the right at all times to inspect the Facility and to examine any books, records, or other documents of the QS that FPL deems necessary to verify that the Facility meets such requirements.
- (e) The Facility (i) has been certified or has self-certified as a "qualifying facility" pursuant to the Regulations of the Federal Energy Regulatory Commission ("FERC"), or (ii) has been certified by the FPSC as a "qualifying facility" pursuant to Rule 25-17.080(1). A QS that is a qualifying facility with a design capacity of less than 100 KW shall maintain the "qualifying status" of the Facility throughout the term of this Contract. FPL shall have the right at all times to inspect the Facility and to examine any books and records or other documents of the Facility that FPL deems necessary to verify the Facility's qualifying status. On or before March 31 of each year during the term of this Contract, the QS shall provide to FPL a certificate signed by an officer of the QS certifying that the Facility has continuously maintained qualifying status.

2. Term of Contract

Except as otherwise provided herein, this Contract shall become effective immediately upon its execution by the Parties and shall have the termination date stated in Appendix E, unless terminated earlier in accordance with the provisions hereof. Notwithstanding the foregoing, if the Capacity Delivery Date (as defined in Section 5.5) of the Facility is not accomplished by the QS before June 1, 2014, or such later date as may be permitted by FPL pursuant to Section 5 of this Contract, FPL will be permitted to terminate this Contract consistent with the terms herein without further obligations, duties or liability to the QS.

3. Minimum Specifications

Following are the minimum specifications pertaining to this Contract:

- 1. The avoided unit ("Avoided Unit") on which this Contract is based is a 1219 MW combined cycle unit.
- 2. This offer shall expire on April 1, 2010.
- 3. The date by which firm capacity and energy deliveries from the QS to FPL shall commence is June 1, 2014 (or such later date as may be permitted by FPL pursuant to Section 5 of this contract) unless the QS chooses a capacity payment option that provides for early capacity payments pursuant to the terms of this contract.
- 4. The period of time over which firm capacity and energy shall be delivered from the QS to FPL is as specified in Appendix E; provided, such period shall be no less than a minimum of ten (10) years after the in-service date of the Avoided Unit.
- 5. The following are the minimum performance standards for the delivery of firm capacity and energy by the QS to FPL for full capacity payments under this Contract:

	On Peak *	All Hours
Availability	9794.0%	9794.0%

* QS Performance and On Peak hours shall be as measured and/or described in FPL's Rate Schedule QS-2 attached hereto as Appendix A

(Continued on Sheet No. 9.033)

DOCUMENT NUMBER - DATE
 05373 MAY 29 2008

FPSC-COMMISSION CLERK

(Continued from Sheet No. 9.031)

- (c) If the QS is a REF, the QS shall, on an annual basis and within thirty (30) days after the anniversary date of this Contract and on an annual basis thereafter for the term of this Contract, deliver to FPL a report certified by an officer of the QS: (i) stating the type and amount of each source of fuel or power used by the QS to produce energy during the twelve month period prior to the anniversary date (the "Contract Year"); and (ii) verifying that one hundred percent (100%) of all energy sold by the QS to FPL during the Contract Year complies with Sections 1(a) and (b) of this Contract.
- (d) If the QS is a REF, the QS represents and warrants that the Facility meets the renewable energy requirements of Section 366.91(2)(a) and (b), Florida Statutes, and FPSC Rules 25-17.210(1) and (2), F.A.C., and that the QS shall continue to meet such requirements throughout the term of this Contract. FPL shall have the right at all times to inspect the Facility and to examine any books, records, or other documents of the QS that FPL deems necessary to verify that the Facility meets such requirements.
- (e) The Facility (i) has been certified or has self-certified as a "qualifying facility" pursuant to the Regulations of the Federal Energy Regulatory Commission ("FERC"), or (ii) has been certified by the FPSC as a "qualifying facility" pursuant to Rule 25-17.080(1). A QS that is a qualifying facility with a design capacity of less than 100 KW shall maintain the "qualifying status" of the Facility throughout the term of this Contract. FPL shall have the right at all times to inspect the Facility and to examine any books and records or other documents of the Facility that FPL deems necessary to verify the Facility's qualifying status. On or before March 31 of each year during the term of this Contract, the QS shall provide to FPL a certificate signed by an officer of the QS certifying that the Facility has continuously maintained qualifying status.

2. Term of Contract

Except as otherwise provided herein, this Contract shall become effective immediately upon its execution by the Parties and shall have the termination date stated in Appendix E, unless terminated earlier in accordance with the provisions hereof. Notwithstanding the foregoing, if the Capacity Delivery Date (as defined in Section 5.5) of the Facility is not accomplished by the QS before June 1, 2021, or such later date as may be permitted by FPL pursuant to Section 5 of this Contract, FPL will be permitted to terminate this Contract consistent with the terms herein without further obligations, duties or liability to the QS.

3. Minimum Specifications

Following are the minimum specifications pertaining to this Contract:

- 1. The avoided unit ("Avoided Unit") on which this Contract is based is a 1219 MW combined cycle unit.
- 2. This offer shall expire on April 1, 2010.
- 3. The date by which firm capacity and energy deliveries from the QS to FPL shall commence is June 1, 2021 (or such later date as may be permitted by FPL pursuant to Section 5 of this contract) unless the QS chooses a capacity payment option that provides for early capacity payments pursuant to the terms of this contract.
- 4. The period of time over which firm capacity and energy shall be delivered from the QS to FPL is as specified in Appendix E; provided, such period shall be no less than a minimum of ten (10) years after the in-service date of the Avoided Unit.
- 5. The following are the minimum performance standards for the delivery of firm capacity and energy by the QS to qualify for full capacity payments under this Contract:

	On Peak *	All Hours
Availability	94.0%	94.0%

* QS Performance and On Peak hours shall be as measured and/or described in FPL's Rate Schedule QS-2 attached hereto as Appendix A
 (Continued on Sheet No. 9.033)

(Continued from Sheet No. 9.043)

17.2 Due Authorization, No Approvals, No Defaults, etc.

Each of the execution, delivery and performance by the QS of this Contract has been duly authorized by all necessary action on the part of the QS, does not require any approval, except as has been heretofore obtained, of the _____ (shareholders, partners, or others, as applicable) of the QS or any consent of or approval from any trustee, lessor or holder of any indebtedness or other obligation of the QS, except for such as have been duly obtained, and does not contravene or constitute a default under any law, the _____ (articles of incorporation, bylaws, or other as applicable) of the QS, or any agreement, judgment, injunction, order, decree or other instrument binding upon the QS, or subject the Facility or any component part thereof to any lien other than as contemplated or permitted by this Contract. This Contract constitutes QS's legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by applicable bankruptcy laws from time to time in effect that affect creditors' rights generally or by general principles of equity (regardless of whether such enforcement is considered in equity or at law).

17.3 Compliance with Laws

The QS has knowledge of all laws and business practices that must be followed in performing its obligations under this Contract. The QS is in compliance with all laws, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on the QS or FPL.

17.4 Governmental Approvals

Except as expressly contemplated herein, neither the execution and delivery by the QS of this Contract, nor the consummation by the QS of any of the transactions contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of governmental authority, except in respect of permits (a) which have already been obtained and are in full force and effect or (b) are not yet required (and with respect to which the QS has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon due application therefore).

17.5 No Suits, Proceedings

There are no actions, suits, proceedings or investigations pending or, to the knowledge of the QS, threatened against it at law or in equity before any court or tribunal of the United States or any other jurisdiction which individually or in the aggregate could result in any materially adverse effect on the QS's business, properties, or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations under this Contract. The QS has no knowledge of a violation or default with respect to any law which could result in any such materially adverse effect or impairment. The QS is not in breach of, in default under, or in violation of, any applicable Law, or the provisions of any authorization, or in breach of, in default under, or in violation of, or in conflict with any provision of any promissory note, indenture or any evidence of indebtedness or security therefore, lease, contract, or other agreement by which it is bound, except for any such breaches, defaults, violations or conflicts which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the business or financial condition of Buyer or its ability to perform its obligations hereunder.

17.6 Environmental Matters

17.6.1 QS Representations

To the best of its knowledge after diligent inquiry, the QS knows of no (a) existing violations of any environmental laws at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.

17.6.2 Ownership and Offering For Sale Of Renewable Energy Attributes

The QS retains any and all rights to own and to sell any and all environmental attributes associated with the electric generation of the Facility, including but not limited to, any and all renewable energy certificates, "green tags" or other tradable environmental interests (collectively "RECs"), of any description, provided that: (i) FPL shall have a right of first refusal with respect to any and all bona fide offers to purchase any RECs; and (ii) the QS shall not sell RECs to any party at a price less than that charged to FPL. FPL agrees to exercise such right of first refusal, if at all, within thirty (30) days of receiving written notification by the QS of a bona fide offer.

(Continued on Sheet No. 9.045)

(Continued from Sheet No. 9.043)

17.2 Due Authorization, No Approvals, No Defaults, etc.

Each of the execution, delivery and performance by the QS of this Contract has been duly authorized by all necessary action on the part of the QS, does not require any approval, except as has been heretofore obtained, of the _____ (shareholders, partners, or others, as applicable) of the QS or any consent of or approval from any trustee, lessor or holder of any indebtedness or other obligation of the QS, except for such as have been duly obtained, and does not contravene or constitute a default under any law, the _____ (articles of incorporation, bylaws, or other as applicable) of the QS, or any agreement, judgment, injunction, order, decree or other instrument binding upon the QS, or subject the Facility or any component part thereof to any lien other than as contemplated or permitted by this Contract. This Contract constitutes QS's legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by applicable bankruptcy laws from time to time in effect that affect creditors' rights generally or by general principles of equity (regardless of whether such enforcement is considered in equity or at law).

17.3 Compliance with Laws

The QS has knowledge of all laws and business practices that must be followed in performing its obligations under this Contract. The QS is in compliance with all laws, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on the QS or FPL.

17.4 Governmental Approvals

Except as expressly contemplated herein, neither the execution and delivery by the QS of this Contract, nor the consummation by the QS of any of the transactions contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of governmental authority, except in respect of permits (a) which have already been obtained and are in full force and effect or (b) are not yet required (and with respect to which the QS has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon due application therefore).

17.5 No Suits, Proceedings

There are no actions, suits, proceedings or investigations pending or, to the knowledge of the QS, threatened against it at law or in equity before any court or tribunal of the United States or any other jurisdiction which individually or in the aggregate could result in any materially adverse effect on the QS's business, properties, or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations under this Contract. The QS has no knowledge of a violation or default with respect to any law which could result in any such materially adverse effect or impairment. The QS is not in breach of, in default under, or in violation of, any applicable Law, or the provisions of any authorization, or in breach of, in default under, or in violation of, or in conflict with any provision of any promissory note, indenture or any evidence of indebtedness or security therefore, lease, contract, or other agreement by which it is bound, except for any such breaches, defaults, violations or conflicts which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the business or financial condition of Buyer or its ability to perform its obligations hereunder.

17.6 Environmental Matters

17.6.1 QS Representations

To the best of its knowledge after diligent inquiry, the QS knows of no (a) existing violations of any environmental laws at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.

17.6.2 Ownership and Offering For Sale Of Renewable Energy Attributes

The QS retains any and all rights to own and to sell any and all environmental attributes associated with the electric generation of the Facility, including but not limited to, any and all renewable energy certificates, "green tags" or other tradable environmental interests (collectively "RECs"), of any description.

(Continued on Sheet No. 9.045)

**APPENDIX B
 TO THE STANDARD OFFER CONTRACT
 FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY
 FROM RENEWABLE ENERGY FACILITIES
 OR QUALIFYING FACILITIES WITH A DESIGN CAPACITY OF 100 KW OR LESS
 PAY FOR PERFORMANCE PROVISIONS MONTHLY CAPACITY PAYMENT CALCULATION**

1. Monthly Capacity Payments (MCP) for each Monthly Billing Period shall be computed according to the following:

A. In the event that the Annual Capacity Billing Factor ("ACBF"), as defined below, is less than 80%, 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 80% but less than 97.94%, then the Monthly Capacity Payment shall be calculated by using the following formula:

$$MCP = BCP \times [.04 \times (ACBF - 72)] \times CC$$

C. In the event that the ACBF is equal to or greater than 97.94%, 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 FPL's Rate Schedule QS-2.

CC = Committed Capacity in KW.

ACBF = Annual Capacity Billing Factor. This factor is calculated using the 12 months rolling average of the Monthly Capacity Factor. This 12 month rolling average shall be defined as the sum of the 12 consecutive Monthly Capacity Factors preceding the date of calculation, divided by 12. During the first 12 consecutive Monthly Billing Periods, commencing with the first Monthly Billing Period in which Capacity payments are to be made, the calculation of the Annual Capacity Billing Factor shall be performed as follows: (a) during the first Monthly Billing Period, the Annual Capacity Billing Factor shall be equal to the Monthly Capacity Factor; (b) thereafter, the calculation of the Annual Capacity Billing Factor shall be computed by dividing the sum of the Monthly Capacity Factors during the first year's Monthly Billing Periods in which Capacity payments are to be made by the number of Monthly Billing Periods which have elapsed. This calculation shall be performed at the end of each Monthly Billing Period until enough Monthly Billing Periods have elapsed to calculate a true 12-month rolling average Annual Capacity Billing Factor. Periods during which the Facility has temporarily set its Committed Capacity equal to 0 KW due to a Force Majeure event pursuant to Section 16 shall be excluded from the applicable capacity factor calculation.

MCF = Monthly Capacity Factor. The sum of (i) the Hourly Factors of the Non-Dispatch Hours plus (ii) the Hourly Factors of the Dispatch Hours or the ~~hourly~~ Hourly factors of the hours when FPL requested reduced deliveries pursuant to Sections 8.4.6 and 8.4.8 (Reduced Delivery Hour); divided by the number of hours in the Monthly Billing Period.

HFNDH = Hourly Factor of a Non-Dispatch Hour. The energy received during the hour divided by the Committed Capacity. For purposes of calculating the Hourly Factor of a Non-Dispatch Hour the energy received shall not exceed the Committed Capacity.

HFDH = Hourly Factor of a Dispatch Hour or a Reduced Delivery Hour. The scheduled energy received divided by the scheduled energy requested. For purposes of calculating the Hourly Factor of a Dispatch Hour or the Hourly Factor of a Reduced Delivery Hour the scheduled energy received shall not exceed the scheduled energy requested.

On-Peak Hours = Those hours occurring April 1 through October 31 Mondays through Fridays, from 12 noon to 9:00 p.m. excluding Memorial Day, Independence Day and Labor Day; and November 1 through March 31 Mondays through Fridays from 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. prevailing Eastern time excluding Thanksgiving Day, Christmas Day and New Year's Day. FPL shall have the right to change such On-Peak Hours by providing the QS a minimum of thirty calendar days' advance notice.

Monthly Billing Period = The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 a.m. on the Capacity Delivery Period Date and ending with the last calendar day of such month.

Scheduled Energy and Dispatch Hours are as defined in Section 8.4.7 of the Standard Offer Contract.

**APPENDIX B
TO THE STANDARD OFFER CONTRACT
FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY
FROM RENEWABLE ENERGY FACILITIES
OR QUALIFYING FACILITIES WITH A DESIGN CAPACITY OF 100 KW OR LESS
PAY FOR PERFORMANCE PROVISIONS MONTHLY CAPACITY PAYMENT CALCULATION**

1. Monthly Capacity Payments (MCP) for each Monthly Billing Period shall be computed according to the following:

A. In the event that the Annual Capacity Billing Factor ("ACBF"), as defined below, is less than 80%, 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 80% but less than 94%, then the Monthly Capacity Payment shall be calculated by using the following formula:

$$MCP = BCP \times [.04 \times (ACBF - 72)] \times CC$$

C. In the event that the ACBF is equal to or greater than 94%, 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 FPL's Rate Schedule QS-2.

CC = Committed Capacity in KW.

ACBF = Annual Capacity Billing Factor. This factor is calculated using the 12 months rolling average of the Monthly Capacity Factor. This 12 month rolling average shall be defined as the sum of the 12 consecutive Monthly Capacity Factors preceding the date of calculation, divided by 12. During the first 12 consecutive Monthly Billing Periods, commencing with the first Monthly Billing Period in which Capacity payments are to be made, the calculation of the Annual Capacity Billing Factor shall be performed as follows: (a) during the first Monthly Billing Period, the Annual Capacity Billing Factor shall be equal to the Monthly Capacity Factor; (b) thereafter, the calculation of the Annual Capacity Billing Factor shall be computed by dividing the sum of the Monthly Capacity Factors during the first year's Monthly Billing Periods in which Capacity payments are to be made by the number of Monthly Billing Periods which have elapsed. This calculation shall be performed at the end of each Monthly Billing Period until enough Monthly Billing Periods have elapsed to calculate a true 12-month rolling average Annual Capacity Billing Factor. Periods during which the Facility has temporarily set its Committed Capacity equal to 0 KW due to a Force Majeure event pursuant to Section 16 shall be excluded from the applicable capacity factor calculation.

MCF = Monthly Capacity Factor. The sum of (i) the Hourly Factors of the Non-Dispatch Hours plus (ii) the Hourly Factors of the Dispatch Hours or the Hourly factors of the hours when FPL requested reduced deliveries pursuant to Sections 8.4.6 and 8.4.8 (Reduced Delivery Hour); divided by the number of hours in the Monthly Billing Period.

HFNDH = Hourly Factor of a Non-Dispatch Hour. The energy received during the hour divided by the Committed Capacity. For purposes of calculating the Hourly Factor of a Non-Dispatch Hour the energy received shall not exceed the Committed Capacity.

HFDDH = Hourly Factor of a Dispatch Hour or a Reduced Delivery Hour. The scheduled energy received divided by the scheduled energy requested. For purposes of calculating the Hourly Factor of a Dispatch Hour or the Hourly Factor of a Reduced Delivery Hour the scheduled energy received shall not exceed the scheduled energy requested.

On-Peak Hours = Those hours occurring April 1 through October 31 Mondays through Fridays, from 12 noon to 9:00 p.m. excluding Memorial Day, Independence Day and Labor Day; and November 1 through March 31 Mondays through Fridays from 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. prevailing Eastern time excluding Thanksgiving Day, Christmas Day and New Year's Day. FPL shall have the right to change such On-Peak Hours by providing the QS a minimum of thirty calendar days' advance notice.

Monthly Billing Period = The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 a.m. on the Capacity Delivery Period Date and ending with the last calendar day of such month.

Scheduled Energy and Dispatch Hours are as defined in Section 8.4.7 of the Standard Offer Contract.

FPL Standard Offer Contract Equivalent Availability

Supporting Analysis

Consistent with the Staff recommendation in Docket No. 080193-EQ, the Commission directed FPL to (i) revise the availability requirement in its standard offer contract based upon evaluation of the projected availability of the avoided unit over the ten-year minimum term of the contract; and (ii) provide its analysis supporting the revised projected availability for its consideration. Accordingly, FPL provides this supporting analysis for a revised availability requirement of 94% (rather than 97%) for the avoided unit.

The avoided unit in FPL's 2009 Standard Offer Contract is assumed to be a "G-class" three-on-one combined cycle unit coming into service in 2021. At present, FPL has no G-class units in service. However, West County Energy Center (WCEC) Unit 1's G-class unit is expected to enter service during the summer of 2009. FPL has assessed the expected performance of this WCEC unit based on the manufacturer's recommendations and estimates of planned maintenance, as well as FPL experience with similar technologies. The result of FPL's assessment is a projected availability of 94% over the first ten years' of its operation. Because the WCEC unit and the 2021 avoided unit are the same technology, the assessment conducted for WCEC is applicable to the 2021 avoided unit. Accordingly, FPL has revised the Standard Offer Contract to provide for projected availability of 94% over the ten year minimum term of the contract consistent with the same expected performance as for the WCEC1 G-class unit.

For purposes of this analysis, the following assumptions are made for the 2021 avoided unit:

- The avoided unit would have entered service July 1;
- Unit dispatch for the avoided unit will be similar to the current expectations for the WCEC Unit;
- The G-class unit manufacturer's current recommendations for planned maintenance schedules remain valid for the 2021 avoided unit.

Based upon these assumptions, the following planned maintenance schedule is applicable to the avoided unit:

YEAR	Breaker			Description	Equiv. Days
	Open	Closed	Days		
2	6-Mar	17-Mar	12	Warrantee -100% Curtailment	12.0
2	6-Mar	17-Mar	12	Warrantee / Combustor Inspection-33% Curtailment	0.0
2	6-Mar	17-Mar	12	Warrantee / Combustor Inspection-33% Curtailment	0.0
2	16-Mar	27-Mar	12	Warrantee / Combustor Inspection-33% Curtailment	4.0
3	1-Oct	20-Oct	20	Hot path inspection -33% Curtailment	6.7
3	21-Oct	9-Nov	20	Hot path inspection -33% Curtailment	6.7
3	10-Nov	29-Nov	20	Hot path inspection -33% Curtailment	6.7
5	30-Mar	8-Apr	10	Combustor Inspection - 33% Curtailment	3.3
5	30-Mar	8-Apr	10	Combustor Inspection - 33% Curtailment	3.3
5	9-Apr	18-Apr	10	Combustor Inspection - 33% Curtailment	3.3
6	4-Oct	2-Nov	30	Major - 33% Curtailment	6.7
6	23-Oct	21-Nov	30	Major - 33% Curtailment	6.7
6	6-Nov	5-Dec	30	Major - 33% Curtailment	10.0
6	23-Oct	1-Nov	10	Generator Inspection - 100% Curtailment	10.0
9	7-Oct	26-Oct	20	Hot path inspection - 33% Curtailment	6.7
9	7-Oct	26-Oct	20	Hot path inspection - 33% Curtailment	6.7
9	28-Oct	16-Nov	20	Hot path inspection - 33% Curtailment	6.7

The table above may be interpreted as follows: The unit comes into service July 1 of year 1. The first scheduled maintenance starts with opening the breaker on March 6 of the following year. The entire site is curtailed from March 6 to March 17, during which period work is accomplished on all aspects of the project. The entire site is, therefore, not available for 12 full days. The unit returns to service on March 16, except for one of the gas turbines where the combustor inspection is not completed until March 27. During this twelve day period one turbine is not available, reducing the plant output by 33%, accounting for 4 equivalent outage days. The rest of the table is interpreted similarly.

In addition to planned maintenance, the facility is subject to forced outages and maintenance outages. A forced outage occurs when the plant is unable to run due to some failure. A maintenance outage is an outage that is opportunistically taken to correct some problem, and during the outage the unit would be unable to run, however the outage can be scheduled at the convenience of the system within a reasonable time period. FPL's Power Generation Division, based on its operating experience and expertise, currently expects the forced outage rate to be 4% for the first twelve months of operation, then 2% thereafter. The maintenance outage rate is expected to be 2% for the first twelve months, and 1% thereafter.

The following Table shows the calculation of the planned maintenance, forced outage and maintenance outage factors and also shows how the expected Total Availability of 94 %_over the first ten years of operation of the avoided unit was calculated:

Year of Operation:	1	2	3	4	5	6	7	8	9	10	11	
Period Hrs*	4,416	8,760	8,760	8,784	8,760	8,760	8,760	8,784	8,760	8,760	4,344	87,648
Planned Outages												
Duration days**	0	48	60	0	30	100	0	0	60	0	0	
Equiv POF hrs	0	384	480	0	240	800	0	0	480	0	0	2,384
POF%	0.00	4.38	5.48	0.00	2.74	9.13	0.00	0.00	5.48	0.00	0.00	2.72
Unplanned Outages												
Forced Outage hrs***	177	263	175	176	175	175	175	176	175	175	87	1,929
Equiv FOF %	4.00	3.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.20
Maintenance Outage hrs****	88	131	88	88	88	88	88	88	88	88	43	964
Equivalent MOF %	2.00	1.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.10
Total Outage Hours*****	265	778	743	264	503	1,063	263	264	743	263	130	5,277
Total Availability %	94	91	92	97	94	88	97	97	92	97	97	94

* It is assumed that the unit achieves commercial operation July 1

** Outage schedule and duration is based upon vendor scheduled maintenance and assumed dispatch

*** Forced outage hours are based upon an assumed 4% forced outage rate in the first 12 months, 2% per year thereafter.

**** Maintenance outage hours are based upon an assumed 2% rate the first 12 months, 1% thereafter

***** Total outage hours are the sum of forced, maintenance and planned outage hours in the period.