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August 16, 2000

OF COUNSEL: CHARLES F. DUDLEY

GOVERNMENTAL CONSULTANTS: PATRICK R. MALOY AMY J. YOUNG

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Ms. Blanca S. Bayo, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Betty Easley Conference Center, Room 110 Tallahassee, Florida 32399-0850

Re: Docket No. 000982-EI

Dear Ms. Bayo:

Enclosed herewith for filing in the above-referenced docket on behalf of Florida Power & Light Company ("FPL") are the original and fifteen copies of FPL's Amendment to Petition.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me.

Thank you for your assistance with this filing.

Sincerely,

Kenneth A. Hoffman

APP CAF KAH/rl CMP COM Enclosures CTR cc: Parties of Record ECR LEG FPL\Bayo.816 OPC PAI RGO AU OF RECORDS

DOCUMENT NUMBER-DATE 09973 AUG 168 FPSC-RECORDS/REPORTING

## ORIGINAL

## **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Florida Power & ) & Light Company for Approval of ) Agreement to Buy Out Okeelanta ) Corporation and Osceola Farms, Co. ) Standard Offer Contracts )

Docket No. 000982-EI

Filed: August 16, 2000

## FLORIDA POWER & LIGHT COMPANY'S <u>AMENDMENT TO PETITION</u>

Florida Power & Light Company ("FPL") hereby files the attached Amendment to its Petition filed July 28, 2000 requesting approval of the Conditional Settlement Agreement and Release ("Agreement") which terminates the Standard Offer Contracts originally entered into between FPL and Okeelanta Corporation and FPL and Osceola Farms, Co. and which settles all claims by and/or against FPL as well as the pending judicial proceedings relating to the Okeelanta and Osceola Standard Offer Contracts. This Amendment amends pertinent parts of paragraphs 16, 17 and 18 of the Petition to reflect the revised calculations of the net present value savings to FPL customers arising under the Agreement relative to what FPL customers could have paid under the Okeelanta and Osceola Standard Offer Contracts. As shown on Revised page 8 of the Petition filed herewith, the net present value savings for FPL's customers under the Agreement have increased from \$395,668,598 to \$412,029,980, and the net present value of the energy and capacity payments that Okeelanta Power, L.P. and Gator contend would have been earned under the Standard Offer Contracts over the term of the Contracts is revised from \$1,092,861,577 to \$1,109,222,959.

> DOCUMENT NUMBER-DATE 09973 AUG 168 FPSC-RECORDS/REPORTING

Respectfully submitted,

Kenneth A. Hoffman, Esq. Rutledge, Ecenia, Purnell & Hoffman, P.A. P. O. Box 551 Tallahassee, FL 32302 (850) 681-6788 (Telephone) (850) 681-6515 (Telecopier)

Attorneys for Florida Power & Light Company

## **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following this 16th day of August, 2000, by United States Mail:

Cochran Keating, Esq. Florida Public Service Commission **Division of Legal Services** 2540 Shumard Oak Boulevard Room 370 Tallahassee, Florida 32399-0850

Stephen C. Burgess, Esq. Office of Public Counsel 111 West Madison Street Room 812 Tallahassee, Florida 32399-1400

Kenneth A. Hoffman, Esq.

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16. The approval of this Agreement will result in net present value savings of approximately \$412,029,980 to FPL customers relative to what they could have paid under the Okeelanta and Osceola Standard Offer Contracts. On a net present value basis as of January 1, 2001, the cost to replace the capacity and energy which Okeelanta and Osceola contracted to provide from January 1, 1997 through December 31, 2026 is \$474,692,979. When this sum is added to the settlement payment of \$222,500,000, the total of \$697,192,979 is \$412,029,980 less than the \$1,109,222,959 net present value of the energy and capacity payments that Okeelanta Power L.P. and Gator contend would have been earned under the Contracts over the same period. This savings is calculated utilizing the regulatory cost of capital of 8.40%.

17. In addition to saving FPL customers approximately \$412,029,980 on a net present value basis, the comprehensive Agreement FPL has entered into settles all remaining matters associated with the Okeelanta and Osceola Standard Offer Contracts, and absolves FPL of any and all contractual obligations with respect to the Okeelanta and Osceola Facilities. Indeed, as noted above, one effect of the Agreement, once consummated, is termination of the Okeelanta and Osceola Standard Offer Contracts.

18. Entering into the Agreement appended as Attachment A, which saves FPL's customers approximately \$412,029,980, is the most prudent, cost-effective course of action. Therefore, the Agreement should be approved, and a finding should be made that the payments under Article III of the Agreement are to be recovered by FPL through its Capacity Cost Recovery and Fuel and Purchase Power Cost Recovery Clauses. Payment of the amount is conditioned on Commission approval of the Agreement and a finding allowing cost recovery of the Article III amount through appropriate clauses. Absent the sought after approval and finding, FPL's customers

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