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(Writer's Direct Dial No. 727/820-5184)

**JOHN T. BURNETT**  
Associate General Counsel – Florida

July 23, 2008

**VIA HAND DELIVERY**

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

Re: Petition for waiver of Rule 25-17.250(1) and (2)(a), F.A.C. by Progress Energy  
Florida, Inc.; **Docket No. 080501-EQ**

Dear Ms. Cole:

Progress Energy Florida, Inc. ("PEF") filed our petition for waiver on July 15, 2008. In our original filing, Tariff Sheet 9.415 is accounted for twice. Tariff Sheet 9.415 with Table 1 should be Tariff Sheet 9.414. Attached for filing is PEF's revised Tariff Sheet with the corrected sheet number. Also, in Tariff Sheet 9.423, PEF inadvertently filed the incorrect year in paragraph 11.1. Attached for filing is PEF's revised Tariff Sheet 9.423 with the corrected year. Please substitute the originals that were filed on July 15, 2008 with the attached revised tariff sheets.

Thank you, and please feel free to call me should you have any questions.

- COM \_\_\_\_\_
- ECR** \_\_\_\_\_
- GCL I \_\_\_\_\_
- OPC \_\_\_\_\_
- RCP \_\_\_\_\_
- SSC \_\_\_\_\_
- SGA \_\_\_\_\_
- ADM \_\_\_\_\_
- CLK \_\_\_\_\_

JTB/lms  
Enclosures

Sincerely,

*John T. Burnett* lms  
John T. Burnett

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- 10.5.3** If the Facility is separated from the PEF system for any reason, under no circumstances shall the RF/QF reconnect the Facility to PEF's system without first obtaining PEF'S specific approval.
- 10.5.4** During the term of this Contract, the RF/QF shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with PEF. The RF/QF shall ensure that operating personnel are on duty at all times, twenty-four (24) hours a calendar day and seven (7) calendar days a week. Additionally, during the term of this Contract, the RF/QF shall operate and maintain the Facility in such a manner as to ensure compliance with its obligations hereunder and in accordance with applicable law and Prudent Utility Practices.
- 10.5.5** PEF shall not be obligated to purchase, and may require curtailed or reduced deliveries of energy to the extent allowed under FPSC Rule 25-17.086 and under any curtailment plan which PEF may have on file with the FPSC from time to time.
- 10.5.6** During the term of this Contract, the RF/QF shall maintain sufficient fuel on the site of the Facility to deliver the capacity and energy associated with the Committed Capacity for an uninterrupted seventy-two-(72) hour period. At PEF's request, the RF/QF shall demonstrate this capability to PEF's reasonable satisfaction. During the term of this Contract, the RF/QF's output shall remain within a band of plus or minus ten percent (10%) of the daily output level or levels specified by the plant operator, in ninety percent (90%) of all operating hours under normal operating conditions. This calculation will be adjusted to exclude forced outage periods and periods during which the RF/QF's output is affected by a Force Majeure event.

## **11. Completion/Performance Security**

- 11.1** Simultaneous with the execution of this agreement RF/QF shall deliver to PEF Eligible Collateral in an amount according to Table 2. RF/QF's Performance Security shall be maintained throughout the Term although the amount of Eligible Collateral shall be adjusted from time to time in accordance with Table 2 and Section 11.4. The listed amounts are considered the initial amounts and use 2008 as the Base Year, with all amounts expressed in US Dollars.

Note: The amounts in the following Table are for 2008 and are subject to change based on utility cost estimates for any year subsequent to the Base Year.

**2. Facility; Renewable Facility or Qualifying Facility Status**

The Facility's location and generation capabilities are as described in Table 1 below.

**TABLE 1**

<b>TECHNOLOGY AND GENERATOR CAPABILITIES</b>	
Location: Specific legal description (e.g., metes and bounds or other legal description with street address required)	City: County:
Generator Type (Induction or Synchronous)	
Technology	
Fuel Type and Source	
Generator Rating (KVA)	
Maximum Capability (kW)	
Net Output (kW)	
Power Factor (%)	
Operating Voltage (kV)	
Peak Internal Load kW	

The RF/QF's failure to complete Table 1 in its entirety shall render this Contract null and void and of no further effect.

The RF/QF shall use the same fuel or energy source and maintain the status as a Renewable Facility or a Qualifying Facility throughout the term of this Contract. RF/QF shall at all times keep PEF informed of any material changes in its business which affects its Renewable Facility or Qualifying Facility status. PEF and RF/QF shall have the right, upon reasonable notice of not less than seven (7) Business Days, to inspect the Facility and to examine any books, records, or other documents reasonably deemed necessary to verify compliance with this Contract. In the event of an emergency at or in proximity to the RF/QF site that impacts PEF's system, PEF shall make reasonable efforts to contact the Facility and make arrangements for an emergency inspection. On or before March 31 of each year during the term of this Contract, the RF/QF shall provide to PEF a certificate signed by an officer of the RF/QF certifying that the RF/QF continuously maintained its status as a Renewable Facility or a Qualifying Facility during the prior calendar year.