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December 19, 2003

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Ms. Blanca S. Bayo, Director
Division of Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Petition of Tampa Electric Company for Approval of a New Standard Offer Contract for Qualifying Cogeneration and Small Power Production Facilities and Approval of Associated Revisions to Tariff Schedules COG-1 and COG-2;
FPSC Docket No. 03111-EQ **031110-EQ**

Dear Ms. Bayo:

On December 16, 2003 we filed in the above styled docket the original and fifteen copies of Tampa Electric Company's Petition for Approval of a New Standard Offer Contract for Qualifying Cogeneration and Small Power Production Facilities and Approval of Associated Revisions to Tariff Schedules COG-1 and COG-2. It was later discovered that several of the proposed tariff sheets included in Exhibit A of the filing did not include the strikeout of the phrase "Reserved for Future Use." Those tariff sheets are Sheet Nos. 8.480, 8.500 through 8.515, 8.535 through 8.545 and 8.555 through 8.595. With one exception, the legislative format versions of the proposed tariff sheets in Exhibit A are affected by this result. That exception is in the case of Sheet 8.520, where it is the standard format version that is affected.

A related problem affected both the legislative and standard versions of certain tariff sheets contained in Exhibit B of the December 16 filing (Tariff Sheet Nos. 8.440, 8.465 and 8.470) and Exhibit D (Tariff Sheet Nos. 8.108, 8.113 and 8.114).

Enclosed for filing in place of the corresponding tariff sheets that accompanied the December 16 filing are the original and fifteen (15) copies of the above-referenced tariff sheets. We would appreciate your circulating these corrected tariff sheets to the recipients of the corresponding sheets from the original filing.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning same to this writer.

- AUS _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
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- SEC _____
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R. J. P.
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DOCUMENT NUMBER DATE

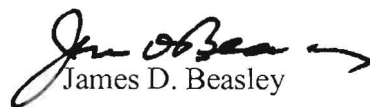
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FPSC-COMMISSION CLERK

Ms. Blanca S. Bayo
December 19, 2003
Page Two

Thank you for your assistance in connection with this matter.

Sincerely,


James D. Beasley

JDB/pp
Enclosure

EXHIBIT A

Continued from Sheet No. 8.475

b. **Qualifying Facility**

- i. On or before the in-service date of the Designated Avoided Unit, the QF shall be a cogeneration facility or small power production facility that is a Qualifying Facility under Subpart B of Subchapter K, Part 292 of Chapter I, Title 18, Code of Federal Regulations (C.F.R.), promulgated by the Federal Energy Regulatory Commission (FERC), as the same may be amended from time to time. Such a facility must be "new capacity" pursuant to the Public Utilities Regulatory Policies Act of 1978 (PURPA), construction of which began on or after November 9, 1978. On or before the in-service date of the Designated Avoided Unit and at all times throughout the remaining term of this Agreement, such QF shall maintain its status as a QF as defined herein and as certified by the FERC. By the end of the 1st quarter of each calendar year, the QF shall furnish the Company a notarized certificate by an officer of the QF certifying that the Facility has continuously maintained qualifying status on a calendar year basis since the commencement of the term of this Agreement.
- ii. QF contemplates installing and operating a _____ MVA generator located at _____ which shall be and remain the specific site of the QF throughout the term of this Agreement. The generator is designed to produce a maximum of _____ megawatts (MW) of electric power designed, operated and controlled to provide reactive power requirements from 0.95 lagging to 0.95 leading power factor at the point of interconnection with the Company, such equipment being hereinafter referred to as the "Facility".

- c. **Evaluation Procedure:** Each eligible Standard Offer Contract received by the Company will be evaluated as to its technical reliability, viability and financial stability, as well as other relevant information, in accordance with FPSC Rule 25-17.0832, F.A.C., and the Company's Procedure for Processing Standard Offer Contracts as defined in Rate Schedule COG-2 (COG-2). The criteria and procedure used to evaluate Standard Offer Contracts are attached to the Standard Offer Contract as Appendix A.

4. **Term of the Agreement:** This Agreement shall begin immediately upon its execution by the parties and shall end at 12:01 a.m., _____, _____.

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Continued to Sheet No. 8.485

ISSUED BY: W. N. Cantrell J. B. Ramil,
President

DATE EFFECTIVE: December 18, 2002

DOCUMENT NUMBER - DATE

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Continued from Sheet No. 8.495

- iv. **Security Guarantees:** The Company requires certain security deposits to ensure the completion of construction and performance under this Agreement in order to protect its ratepayers in the event the QF fails to deliver Firm Capacity and Energy in the amount and times specified in this Agreement, which shall be in form and substance as described herein. Such security may be refunded in the manner described in Paragraphs 4.b.iv.(1) and 4.b.iv.(2). Pursuant to FPSC Rule 25-17.091, F.A.C., a utility may not require security guarantees from a municipal solid waste facility as required in FPSC Rule 25-17.0832(2)(d) and (3)(f)(1), F.A.C. However, at its option, a municipal solid waste facility may provide such risk-related guarantees.
- (1) **Completion Security:** The QF shall pay to the Company a security deposit equal to \$10.00 per kilowatt (\$10.00/kW) of Anticipated Contracted Capacity as described herein as security for QF's completion of the Facility by the in-service date of the Designated Avoided Unit. Such security will be required within 60 days of contract execution. Such security shall be in the form of cash deposited in an interest bearing escrow account mutually acceptable to the Company and the QF; an unconditional and irrevocable direct pay letter of credit in form and substance satisfactory to the Company; or a performance bond in form and substance satisfactory to the Company. The form of security required will be in the sole discretion of the Company and will be in such form as to allow the Company immediate access to the funds in the event that the QF fails to complete the construction and achieve commercial in-service status by the in-service date of the Designated Avoided Unit.

If the QF achieves commercial in-service status by the in-service date of the Designated Avoided Unit then the entire deposit and any interest therein, if applicable, shall be refunded to the QF upon payment by the QF of the Performance Security as required in Paragraph 4.b.iv.(2).

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Continued to Sheet No. 8.505

Continued from Sheet No. 8.500

If the QF's Commercial In-Service Date is delayed beyond the in-service date of the Designated Avoided Unit, the Company may, upon the request of the QF, extend such date for a period not to exceed 5 months, in which case the Company shall be entitled to retain or draw down on an amount equal to 20% of the original deposit amount for each month (or portion thereof) that the completion of the project is delayed. If the QF's Commercial In-Service Date is delayed and an extension has not been granted or such date is delayed beyond the extended completion date, then the Company shall retain all of the deposit and terminate this Agreement.

- (2) **Performance Security:** Within 60 days after the later of the QF's Commercial In-Service Date or the in-service date of the Designated Avoided Unit, the QF shall pay the Company a deposit in the amount of \$10.00/kW of Actual Contracted Capacity as security for QF's performance under this Agreement. Such security deposit shall be provided in the same manner as the completion security deposit as described in Paragraph 4.b.iv.(1). Such performance security shall be retained by the Company for 12 months from the later of the QF's Commercial In-Service Date or the in-service date of the Designated Avoided Unit.

If, at the end of the 12 month period so described, the QF's 12 month average of each month's numerical value for both the Monthly Availability Factor and the Monthly Capacity Factor meet the Minimum Performance Standards (MPS) as set forth in Rate Schedule COG-2, then QF shall be entitled to a refund of such deposit. However, if at the end of the first 12 month period, the QF's 12 month average of each month's numerical value for both the Monthly Availability Factor and the Monthly Capacity Factor fail to meet the MPS, then the Company shall be entitled to retain or draw down 50% of such deposit and retain the remainder of the security for an additional 12 month period.

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Continued to Sheet No. 8.510

ISSUED BY: W. N. Cantrell J. B. Ramil,
President

DATE EFFECTIVE: December 18, 2002

Continued from Sheet No. 8.505

If, at the end of the 24th month, the QF's 12 month average of each month's numerical value for both the Monthly Availability Factor and the Monthly Capacity Factor again fail to achieve the MPS, for the most recent 12 month period, then the Company shall be entitled to retain the remainder of the security and to terminate the contract. However, if at the end of the 24th month, the QF's 12 month average of each month's numerical value for both the Monthly Availability Factor and the Monthly Capacity Factor meet the MPS, for the most recent 12 month period, then the QF shall be entitled to a refund of the remaining deposit.

For the purpose of this calculation, the 12 month average of a parameter shall be defined to equal the sum of each month's average numerical value for that parameter, for the most recent 12 month period, divided by 12.

- (3) **Liquidated Damages:** The parties hereto agree that the Company would be substantially damaged in amounts that would be difficult or impossible to ascertain in the event that QF fails to complete the Facility by the in-service date of the Designated Avoided Unit or to provide a Facility which meets the MPS. In the event that the Company terminates this Agreement for the QF's failure to achieve commercial in-service status by the in-service date of the Designated Avoided Unit or achieve the MPS once in service, the Company may retain all of the completion or performance security as liquidated damages, not as penalty, in lieu of actual damages and the QF hereby waives any defenses as to the validity of any such liquidated damages. In the event the QF defaults, it forfeits the aforesaid Completion or Performance Security. In addition thereto, the Company shall be entitled to pursue such equitable remedies against the QF as may be available.

5. **Electricity Production Schedule:** During the term of this Agreement, the QF agrees to the following:

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Continued to Sheet No. 8.515

ISSUED BY: W. N. Cantrell ~~J. B. Ramil~~,
President

DATE EFFECTIVE: ~~December 18, 2002~~

Continued from Sheet No. 8.510

- a. QF shall provide the Company in writing prior to April 1 of each calendar year an estimate of the amount of electricity to be generated by the QF and delivered to the Company for each month of the following calendar year, including the time, duration and magnitude of any planned outages or reductions in capacity.
- b. By July 1 of each calendar year, the Company shall notify the QF in writing whether the requested scheduled maintenance period(s) are acceptable. If the Company cannot accept any of the requested period(s), the Company shall advise the QF of the time period closest to the requested period(s) when the outage(s) can be scheduled. QF shall only schedule outages during periods approved by the Company and such approval shall not be unreasonably withheld. Once the schedule has been established and approved, either party requesting a subsequent change in such schedule, except when such event is due to Force Majeure, must obtain approval for such change from the other party. Such approval shall not be unreasonably withheld or delayed.
- c. During the term of this Agreement, the QF shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with the Company. The QF shall ensure that operating personnel are on duty at all times, 24 hours a calendar day and 7 calendar days a week. Additionally, during the term of this Agreement, the QF shall operate and maintain the Facility in such a manner as to ensure compliance with its obligations hereunder.
- d. The Company shall not be obligated to purchase and may require curtailed or reduced deliveries of energy, to the extent necessary to maintain the reliability and integrity of any part of the Company's system, or if the Company determines that a failure to do so is likely to endanger life or property, or is likely to result in significant disruption of electric service to the Company's Customers. The Company shall give QF prior notice, if practicable, of its intent to refuse, curtail or reduce the Company's acceptance of energy pursuant to this Section and will act to minimize the frequency and duration of such occurrences.

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Continued to Sheet No. 8.520

Continued from Sheet No. 8.530

- ii. after Monthly Capacity Payments have begun, the QF fails each month, for 24 consecutive months, to meet the MPS; or
 - iii. QF refuses, is unable or anticipatorily breaches its obligation to deliver its Actual Contracted Capacity after May 1, 2005.
- c. **Default Remedy:** In the event of default by the QF, the total Repayment Account balance shall become due and payable within 20 business days of receipt of written notice, as reimbursement for the early capacity payments made to the QF by the Company. The QF's obligation to reimburse the Company in the amount of the balance in the Repayment Account shall survive the termination of the QF's Standard Offer Contract with the Company. Such reimbursement shall not be construed to constitute liquidated damages and shall in no way limit the right of the Company to pursue all its remedies at law or in equity against the QF.

9. **General Provisions:**

- a. **Permits:** QF hereby agrees to seek to obtain any and all governmental permits, certifications, or other authority QF is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement. The Company hereby agrees to seek to obtain at QF's expense any and all governmental permits, certifications or other authority the Company is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement
- b. **Indemnification:** The Company and QF shall each be responsible for its own facilities. The Company and the QF shall each be responsible for its own facilities in ensuring adequate safeguards for other Company Customers, the Company and QF personnel and equipment, and for the protection of its own generating system. The Company and the QF shall each indemnify and save the other harmless from any and all claims, demands, costs, or expense for loss, damage, or injury to persons or property of the other caused by, arising out of, or resulting from:

~~RESERVED FOR FUTURE USE~~

Continued to Sheet No. 8.540

ISSUED BY: W. N. Cantrell J. B. Ramil,
President

DATE EFFECTIVE: December 18, 2002

Continued from Sheet No. 8.535

- i. any act or omission by a party or that party's contractors, agents, servants and employees in connection with the installation or operation of that party's generation system or the operation thereof in connection with the other party's system; and
- ii. any defect in, failure of, or fault related to a party's generation system; and
- iii. the negligence of a party or negligence of that party's contractors, agents servants and employees; and
- iv. any other event or act that is the result of, or proximately caused by a party.

For the purpose of this subsection, the term party shall mean either the Company or QF, as the case may be.

- c. **Insurance:** The QF shall deliver to the Company, at least 15 days prior to the start of any interconnection work, a certificate of insurance certifying the QF's coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the state of Florida naming the QF as named insured, and the Company as an additional named insured, which policy shall contain a broad form contractual endorsement specifically covering the liabilities accepted under this Agreement arising out of the interconnection to the QF, or caused by operation of any of the QF's equipment or by the QF's failure to maintain its equipment in satisfactory and safe operating condition.
 - i. In subsequent years, a certificate of insurance renewal must be provided annually to the Company indicating the QF's continued coverage as described herein. Renewal certification shall be sent to:

Tampa Electric Company
c/o Director of Risk Management
Tampa Electric Company
702 North Franklin Street (33602)
P. O. Box 111
Tampa, FL 33601

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Continued to Sheet No. 8.545

ISSUED BY: W. N. Cantrell J. B. Ramil,
President

DATE EFFECTIVE: December 18, 2002

Continued from Sheet No. 8.540

- ii. The policy providing such coverage shall provide public liability insurance, including coverage for personal injury, death and property damage, in an amount not less than \$1,000,000 for each occurrence; provided however, if QF has insurance with limits greater than the minimum limits required herein, the QF shall set any amount higher than the minimum limits required by the Company to satisfy the insurance requirements of this Agreement.
 - iii. The above required policy shall be endorsed with a provision whereby the insurance company to notify the Company 30 days prior to the effective date of any cancellation or material change in said policy.
 - iv. QF shall pay all premiums and other charges due on said policy and keep said policy in force during the entire period of interconnection with the Company.
- d. **Force Majeure:** If either party shall be unable, by reason of force majeure, to carry out its obligations under this Agreement, either wholly or in part, the party so failing shall give written notice and full particulars of such cause or causes to the other party as soon as possible after the occurrence of any such cause; and such obligations shall be suspended during the continuance of such hindrance, which, however, shall be remedied with all possible dispatch; and the obligations, terms and conditions of this Agreement shall be extended for such period as may be necessary for the purpose of making good any suspension so caused. The term "force majeure" shall be taken to mean all acts of God, strikes, lockouts or other industrial disturbances at the manufacturing site of the major equipment components or the construction site, wars, blockades, insurrections, riots, arrests and restraints of rules and people, explosions, fires, floods, lightning, wind, perils of the sea, accidents to equipment or machinery or similar occurrences; provided, however that no occurrence may be claimed to be a force majeure occurrence if it is caused by the negligence or lack of due diligence on the part of the party attempting to make such claim and specifically does not include interruption in fuel supply. QF agrees to pay the costs necessary to reactivate the Facility and/or the interconnection with the Company's system if the same are rendered inoperable due to actions of QF, its agents, or force majeure events affecting the Facility or the interconnection with the Company.

~~RESERVED FOR FUTURE USE~~

Continued to Sheet No.8.550

Continued from Sheet No. 8.550

- vii. Within 120 days after the effective date of this Agreement: QF provides evidence in writing in a form satisfactory to the Company indicating and substantiating the ownership of or the right to use the real property as the specific site upon which the facility will be located; and
 - viii. Within 120 days after the effective date of this Agreement: QF provides sufficient information satisfactory to the Company has been provided to the Company describing the technical capability and experience of the Facility's technology, including its environmental performance of the facility.
- f. **Assignment:** The QF shall have the right to assign its benefits under this Agreement, but the QF shall not have the right to assign its obligations and duties without the Company's prior written consent and such consent shall not be unreasonably withheld.
 - g. **Disclaimer:** In executing this Agreement, the Company does not, nor should it be construed, to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with QF or any assignee of this Agreement.
 - h. **Notification:** For purposes of making any and all non-emergency oral and written notices, payments or the like required under the provisions of this Agreement, the parties designate the following to be notified or to whom payment shall be sent until such time as either party furnishes the other party written instructions changing such designate.

For: QF	For: Tampa Electric Company Manager-Commercial and Industrial Customer Services Tampa Electric Company 702 North Franklin Street (33602) P.O. Box 111 Tampa, Florida 33601
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 - i. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws, rules, and regulations of the State of Florida and the Company's Tariff as may be modified, changed, or amended from time to time.

RESERVED FOR FUTURE USE

Continued to Sheet No. 8.560

ISSUED BY: W. N. Cantrell J. B. Ramil,
President

DATE EFFECTIVE: December 18, 2002

Continued from Sheet No. 8.555

- j. **Severability:** If any part of this Agreement, for any reason, be declared invalid, or unenforceable by a court or public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Agreement, which remainder shall remain in force and effect as if this Agreement had been executed without the invalid or unenforceable portion.
- k. **Complete Agreement and Amendments:** All previous communications or agreements between the parties, whether verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment or modification to this Agreement shall be binding unless it shall be set forth in writing and duly executed by both parties to this Agreement.
- l. **Incorporation of Rate Schedule:** The parties agree that this Agreement shall be subject to all of the provisions contained in the Company's published Rate Schedule COG-2 as approved and on file with the FPSC. The Rate Schedule is incorporated herein by reference.
- m. **Survival of Agreement:** This Agreement, as it may be amended from time to time, shall be binding and inure to the benefit of the Parties' respective successors-in-interest and legal representatives.

IN WITNESS WHEREOF, QF and the Company have executed this Agreement the day and year first above written.

WITNESSES:

Qualifying Facility

By: _____
Its: _____

WITNESSES:

Tampa Electric Company

By: _____
Its: _____

RESERVED FOR FUTURE USE

ISSUED BY: W. N. Cantrell J. B. Ramil,
President

DATE EFFECTIVE: December 18, 2002

**EVALUATION PROCEDURE
FOR STANDARD OFFER CONTRACTS
APPENDIX A
STANDARD OFFER CONTRACT**

The Company believes that Standard Offer Contracts should be evaluated and then accepted based on meeting specific criteria rather than ranking them entirely on the timing of their receipt. This Evaluation Procedure will insure the acceptance of Standard Offer Contracts that meet the Company's needs and are in the best interest of Customers.

Each eligible Standard Offer Contract received by the Company will be evaluated as to its technical reliability, viability and financial stability, as well as other relevant information, in accordance with FPSC Rule 25-17.0832, F.A.C., and the Company's Procedure for Processing Standard Offer Contracts as defined in Rate Schedule COG-2.

QFs submitting Standard Offer Contracts to the Company should, at the same time, provide considerable detail regarding their projects by submitting specific information for each of the following evaluation criteria. Failure to provide this information may result in a determination of non-viability by the Company. Each eligible Standard Offer Contract received will be evaluated based upon the information provided in response to the following list of parameters:

EVALUATION PARAMETERS:

1. **Technical Viability:**

- a. What is the technology being proposed?
- b. Has the technology been demonstrated or commercially applied? Please explain.
- c. Has the QF previously utilized this technology elsewhere?
Construction: Please provide performance record and experience with project technology.
Operations: Please provide operator's experience and performance record in comparable facilities.
- d. Has a project feasibility study been conducted by an Independent Engineer to assess project technology and its potential effect on the project's financial results? Please explain.

~~RESERVED FOR FUTURE USE~~

Continued to Sheet No. 8.570

Continued from Sheet No. 8.565

- e. What thermal efficiency must be maintained by the unit(s) in order to retain status as a QF?

2. **Fuel Supply:**

- a. What is the primary fuel type?
- b. What are the annual fuel requirements? (primary/alternate)
- c. Has primary fuel supply been secured? Is the fuel supply domestic, cross-border or foreign? Is the term of the fuel supply agreement equal to the debt term?
- d. Is an alternate fuel required?
- e. Has an alternate fuel supply been secured?
- f. Have transportation arrangements for both primary and alternate fuels been secured (firm/interruptible, provide detail)?
- g. Are the pricing terms of the fuel supply agreement(s) directly tied to the corresponding energy payments?

3. **Reliability:**

- a. Dispatchability: Will the facility be dispatched on request or will it be base loaded? Please explain.
- b. QF Status: Has project obtained FERC certification as a QF? Has application been made for FERC certification? Please explain.
- c. Operations and Maintenance: Who will provide O & M for the facility: (a) developer; or (b) third party?
- d. Steam Host:
- Please explain the importance of the thermal energy (steam), taken by the steam host, to the overall operations of the steam host.
 - Are there adequate alternative candidates in close proximity to the facility that could serve as a potential steam host replacement?
 - What is the minimum "steam take" necessary for the project to maintain QF status?

~~RESERVED FOR FUTURE USE~~

Continued to Sheet No. 8.575

Continued from Sheet No. 8.570

- Has a steam host been secured?
 - Is the steam host already in existence?
 - Is it a new steam host? (Is it identifiable?)
 - What are the steam host's operating hours?
 - Is steam host's business cycle or thermal requirements seasonal? If so explain.
- e. Permits: What permits or licenses will be required for the project? Have the necessary permits or licenses been secured? What specific environmental considerations must the project meet?
- f. Construction Schedule: Has a construction schedule including milestones been formulated? Please provide detail.
- g. Site Control: Has the project's location been identified? Has the site been secured? Does the site require specific environmental considerations, i.e. wetlands, etc.? Please explain.
4. **Developer's Qualifications:**
- a. Project's Financial Stability: Does the project Developer's credit rating qualify for Investment-Grade Status? Please provide detail.
- b. Developer's Experience: Has developer any projects in operation? Has developer any other projects under construction? Please provide details for each previous IPP or QF projects undertaken by the Developer, including but not limited to:
- Financial arrangements and Institutions,
 - Fuel contracts,
 - Scheduling/project control information,
 - Regulatory treatment,
 - Ownership structure, i.e. partnership, limited partnership, contract buy-outs, etc., and
 - Total operating experience and performance.
- c. Project Financing: Has project financing been secured? Will ownership equity in project be 15% or greater? Will the project be structured as a nonrecourse financing project? Please provide detail.

~~RESERVED FOR FUTURE USE~~

Continued to Sheet No. 8.580

Continued from Sheet No. 8.575

- d. Working Capital: Has long-term working capital been secured? Are sufficient reserves available to fund 6 months of debt service? Are sufficient funds available to cover 6 months of O&M expenses? Does project have warranties for key operating equipment during the first year of operations? Please provide detail.

EVALUATION CRITERIA AND SCORING: The QF will receive a score of 2, 1, or 0 in each of the categories listed below. A score of "2" indicates that the project fully meets or exceeds the specific requirements that the Company has established for that parameter. A score of "1" indicates that the project may only marginally meet some portion of the established requirements. And, a score of "0" indicates that a sufficient number of the established requirements have not been satisfactorily met.

The Company will accept Standard Offer Contracts on the basis of the information provided in response to the evaluation criteria and upon its judgement of other relevant factors. The Standard Offer Contract receiving the most points and which has convincingly demonstrated that the project is financially and technically viable and that the committed capacity would be available by the date specified in the Standard Offer Contract will be accepted first. The Company will continue to accept successive Standard Offer Contracts until further acceptance of a Standard Offer Contract would cause the subscription limit to be exceeded. Points for each category will be given as follows:

Technical Viability

- 2 Technology has been proven through commercial application.
- 1 Technology has been satisfactorily demonstrated in a pilot project (more than two years).
- 0 Technology has not been satisfactorily demonstrated or proven.

Fuel Availability

- 2 Primary fuel supply has been secured.
- 1 Letter of intent to supply primary fuel is in-hand.
- 0 Primary fuel supply is unsecured.

Fuel Diversity

- 2 An alternate fuel supply has been secured.
- 1 Letter of intent to supply alternate fuel is in-hand.
- 0 Alternate fuel supply is unsecured.

RESERVED FOR FUTURE USE

Continued to Sheet No.8.585

ISSUED BY: W. N. Cantrell-J. B. Ramil,
President

DATE EFFECTIVE: December 18, 2002

Continued from Sheet No. 8.580

Fuel Transportation

- 2 Transportation agreement for both primary and alternate fuels has been secured.
- 1 Transportation agreement appears likely.
- 0 Transportation agreement is uncertain.

Dispatchability

- 2 Unit(s) is completely dispatchable or base loaded.
- 1 Unit(s) is somewhat dispatchable.
- 0 Unit(s) is not dispatchable.

QF Status

- 2 QF status has been certified by FERC or the FPSC and has been provided.
- 1 Application for FERC Certification has been made and has been provided.
- 0 Application for FERC Certification has not been made.

Operations and Maintenance

- 2 A long-term O&M agreement (five years or more) has been reached.
- 1 A long-term O&M agreement appears likely or a short-term O&M agreement (less than five years) has been reached.
- 0 No decision has been made toward achieving an O&M agreement.

Steam Host

- 2 A letter of intent with a steam host has been provided.
- 1 The steam host exists and has been identified, but a letter of intent has not been provided.
- 0 Steam Host does not exist and/or is unidentified.

Permits

- 2 Permits and licenses are in-hand.
- 1 Permits and licenses are not yet secured but no permitting or zoning problems are apparent.
- 0 Significant doubts exist regarding environmental considerations, permitting and/or zoning.

RESERVED FOR FUTURE USE

Continued to Sheet No. 8.590

Continued from Sheet No. 8.585

Construction Schedule and Milestones

- 2 A Construction schedule exists and Milestones are appropriate for timely completion.
- 1 Timely completion of project appears likely.
- 0 Timely completion appears doubtful.

Site Control

- 2 Site has been secured and does not require specific environmental considerations.
- 1 Site is identified and is sufficiently secured.
- 0 Site is uncertain or it requires specific environmental considerations, i.e. wetlands, etc.

Developer's Financial Stability

- 2 Project developer has a credit rating comparable to Investment-Grade Status.
- 1 Project developer has a credit rating that is less favorable than Investment-Grade Status.
- 0 Project developer's credit rating is considered too risky.

Developer's Experience

- 2 Developer has proven experience developing cogeneration projects.
- 1 Developer has marginal experience developing cogeneration projects.
- 0 Developer has no experience developing cogeneration projects.

Project Financing

- 2 Project financing has been secured.
- 1 Project financing appears likely.
- 0 Project financing is uncertain.

Working Capital

- 2 Working capital has been secured.
- 1 Working capital appears likely.
- 0 Working capital is uncertain.

RESERVED FOR FUTURE USE

Continued to Sheet No. 8.595

Continued from Sheet No. 8.590

Please provide the following general information to assist the Company in evaluating your Standard Offer Contract

- Standard Offer Committed Capacity (MW):
- Size and type of generation:
- Any existing or planned capacity commitments or energy sales to other utilities, if so provide detail:
- Will the project directly interconnect into the Company's transmission grid? Please explain:
- If the project is located external to the Company's retail service area, how will the power be delivered to the Company? Please explain:
- Will steam host use a portion of electric generation, if so provide detail:
- Please provide developer's ownership structure for this project:
- Developer's Insurance Carrier:
 - Property damage insurance:
 - Business interruption insurance:
 - Rating of insurance carrier:
- Please provide estimates of the following:
 - Expected annual metered electric output,
 - Expected annual metered useful thermal output, in Btu/hr X operating hours/year,
 - Expected annual metered fuel input, in Btu/hr X operating hours/year.
- Other:

RESERVED FOR FUTURE USE

Continued from Sheet No. 8.515

- e. The Company shall not be required to accept or purchase energy during any period in which, due to operational circumstances, acceptance or purchase of such energy would result in the Company's incurring costs greater than those which it would incur by generating an equal additional amount of energy with its own resources. The Company shall give the QF as much prior notice as practicable of its intent not to accept energy pursuant to this Section.
- f. QF shall promptly update the yearly generation schedule and maintenance schedule as and when any changes may be determined necessary;
- g. QF shall comply with reasonable requirements of the Company regarding day-to-day or hour-by-hour communications between the parties relative to the performance of this Agreement.

6. **QF's Obligation if QF Receives Early, Levelized, or Early Levelized Capacity**

Payments: The parties recognize that Rule 25-17.0832, F. A. C., may require the repayment by the QF of all one portion of any payments made to it pursuant to Option 2, 3, or 4 of Section 4.2.3 if the QF fails to perform pursuant to the terms and conditions of this Agreement. To ensure that the QF will satisfy its obligation to make any such repayments, the following provisions will apply:

The Company shall establish a Repayment Account to accrue the sum of the capacity payments that may have to be repaid by the QF to the Company. Amounts shall be added to the Repayment Account each month through April 2006, in the amount of the Company's payments to the QF for capacity delivered prior to May 1, 2006.

Beginning on May 1, 2006, the difference between the capacity payment made to the QF and the "normal" capacity payment calculated pursuant to Option 1 in COG-2 will also be added each month to the Repayment Account, so long as the payment made to the QF is greater than the monthly payment the QF would have received if it had selected Option 1 in Paragraph 4.b.iii. The annual balance in the Repayment Account shall accrue interest at an annual rate of 9.39%.

Continued to Sheet No. 8.525

EXHIBIT B

TAMPA ELECTRIC COMPANY

~~THIRTEENTH~~TWELFTH REVISED SHEET NO. 8.440
CANCELS ~~ELEVENTH~~ REVISED SHEET NO. 8.440
TWELFTH

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ISSUED BY: ~~W. N. Cantrell~~J. B. Ramil,
President

DATE EFFECTIVE: ~~December 18,~~2002

TAMPA ELECTRIC COMPANY

**NINTEIGHTH REVISED SHEET NO. 8.465
CANCELS SEVENTH REVISED SHEET NO. 8.465
EIGHTH**

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ISSUED BY: W. N. Cantrell J. B. Ramil,
President

DATE EFFECTIVE: December 18, 2002

TAMPA ELECTRIC COMPANY

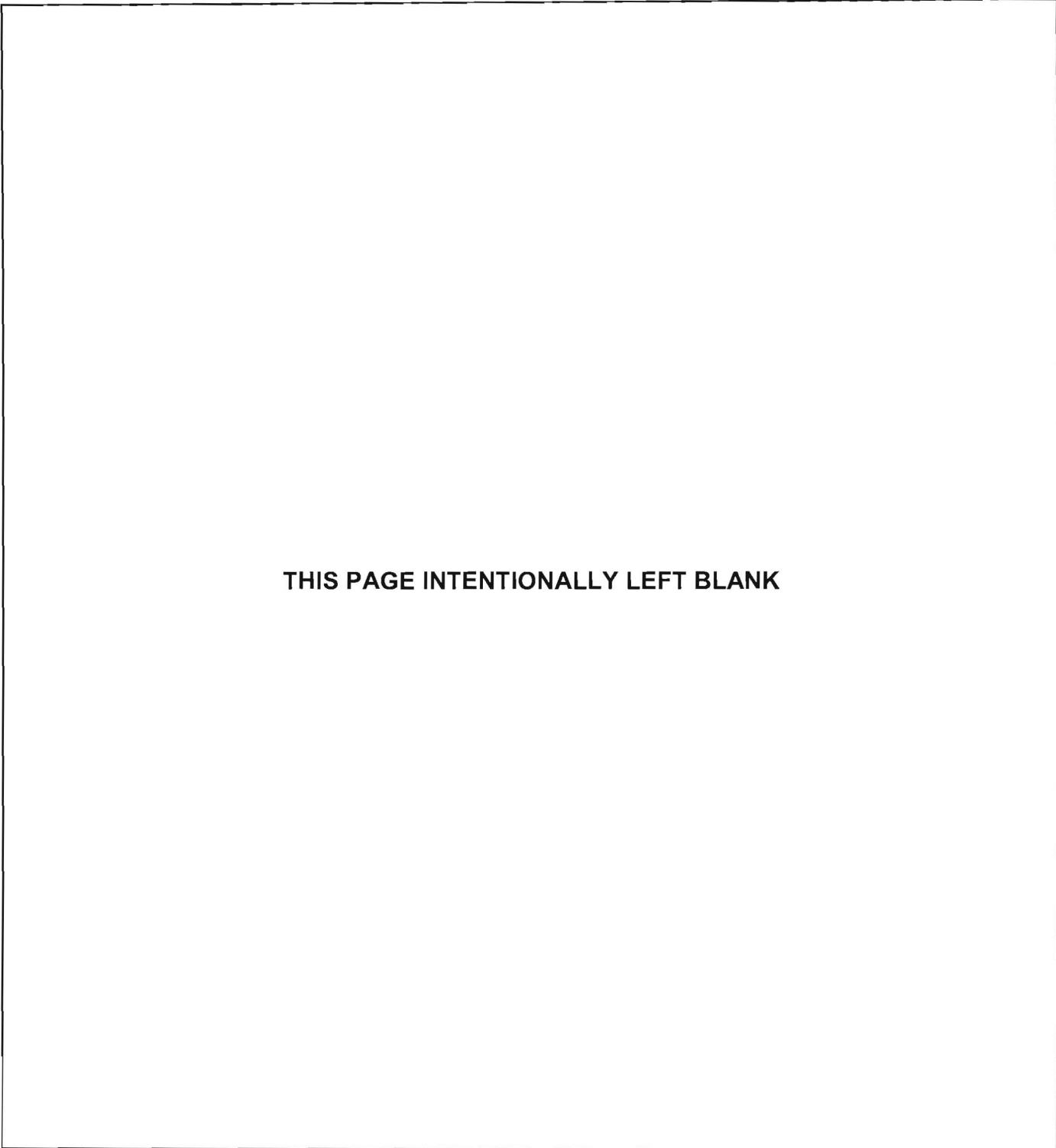
TWELFTELEVENTH REVISED SHEET NO. 8.470
CANCELS TENTH REVISED SHEET NO. 8.470
ELEVENTH

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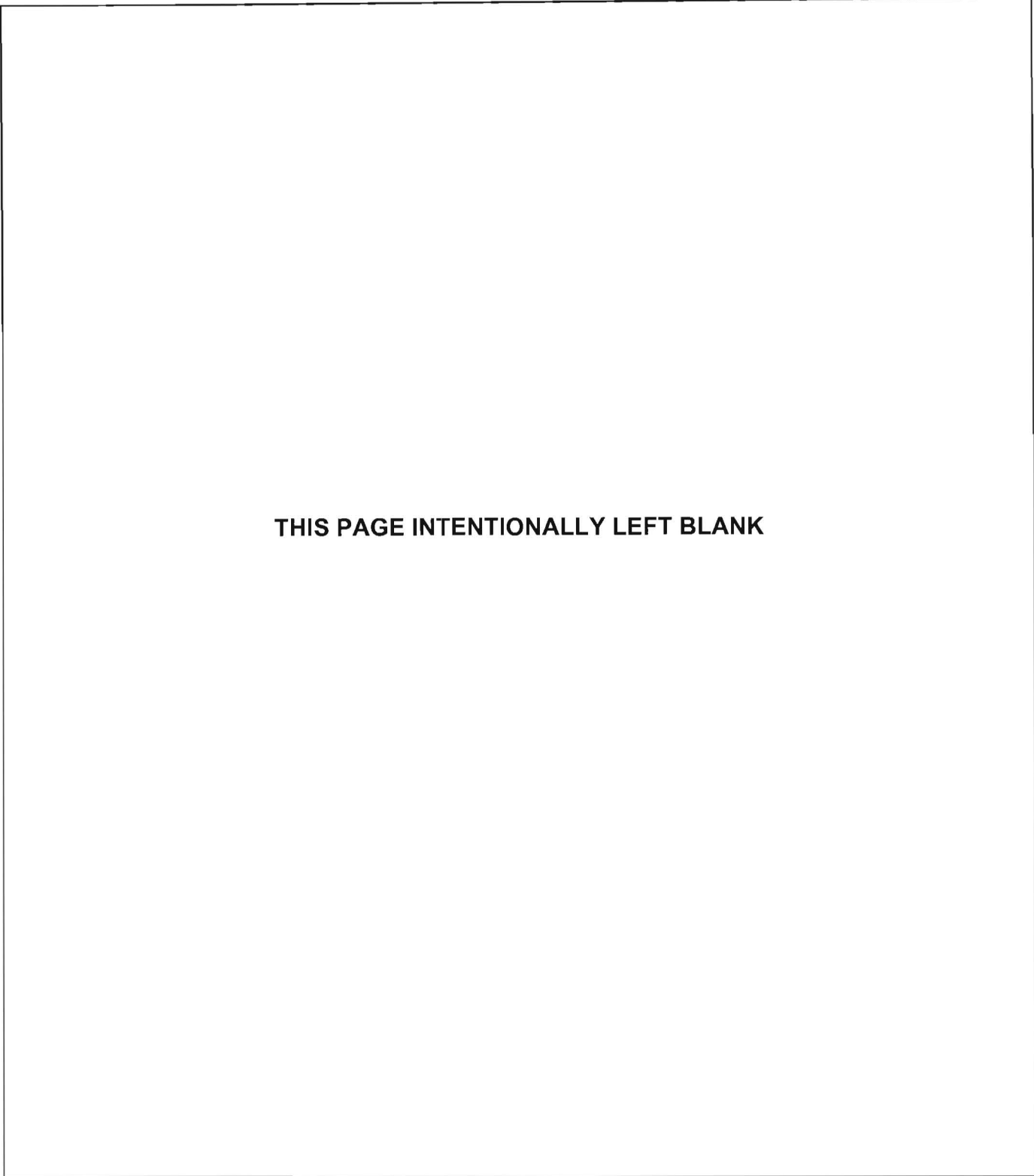
ISSUED BY: W. N. Cantrell J. B. Ramil,
President

DATE EFFECTIVE: December 18, 2002

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EXHIBIT D

Continued from Sheet No. 8.107

EXHIBIT #2

SUPPLEMENTAL FUEL COST WORKSHEET

Revised December 1988

UNITS DELIVERED	SUPPLIER G/MMBTU	SUPPLEMENTAL GOAL COST \$/TON	INCREMENTAL TRANS. COST \$/TON	TOTAL \$/TON	AUGUST AVERAGE BTU/LB	AUGUST AVERAGE G/MMBTU	AUGUST TONS	SUPPLEMENT FUEL COST
Gannon 1-4	A			\$45.30				177.50
Gannon 5&6	B			\$45.48				176.44
Big Bend 1&2	G			\$29.22				123.13
	D			\$31.67				
	E			\$32.08				
	Average			\$29.87				
Big Bend 3 [†]	F			\$50.55				173.67
	Blended Average			\$42.28				
Big Bend 4	G			\$41.70				181.31
	H			\$37.21				
	Average			\$41.14				
#2 Oil	I			\$19.41/BBL				334.64

[†] Revised: Big Bend Unit #3 is burning a 60/40 blend of blend/standard coal.

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Continued to Sheet No. 8.109

Continued from Sheet No. 8.112

EXHIBIT #7

The calculation of the variable O&M cost adjustment factor associated with as available energy is made once each year, based on the previous year's actual total O&M cost for coal-fired generation, in accordance with the procedure found in the Technical Assessment Guide dated May 1982, published by the Electric Power Research Institute (EPRI P-2410-SR). The formula assumes the fixed portion of total annual O&M dollars equals the capacity factor (%) times the total annual O&M dollars. The variable portion is (1 - capacity factor) times the total annual O&M dollars. The capacity factor is based on the total period hours less those hours the units are off line due to economic dispatch for low load periods. Continuing the logic further, the adjustment factor to be added to the avoided energy cost equals the variable rate as determined annually and applied in the form of an hourly adjustment to the actual incremental hourly avoided energy cost.

_____ 1983		
Example Given:	TEC Coal Generation	MW
_____ 1)	Big Bend	1
_____ 2		367
_____ 3		362
_____ 3		375
_____ 3		40 upgrade
_____ Gannon	5	218
_____ 6		354
_____ 4		169 conversion

MW available per unit from net generation listed in the System Data Book for the same time period:

- 2) Coal Generation 1983 = 10,493,266 MWH
- 3) O&M for coal 1983 = \$35,320,252

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Continued to Sheet No. 8.114

Continued from Sheet No. 8.113

EXHIBIT #7 - continued

ESTIMATED
1983 VARIABLE O&M RATE CALCULATION

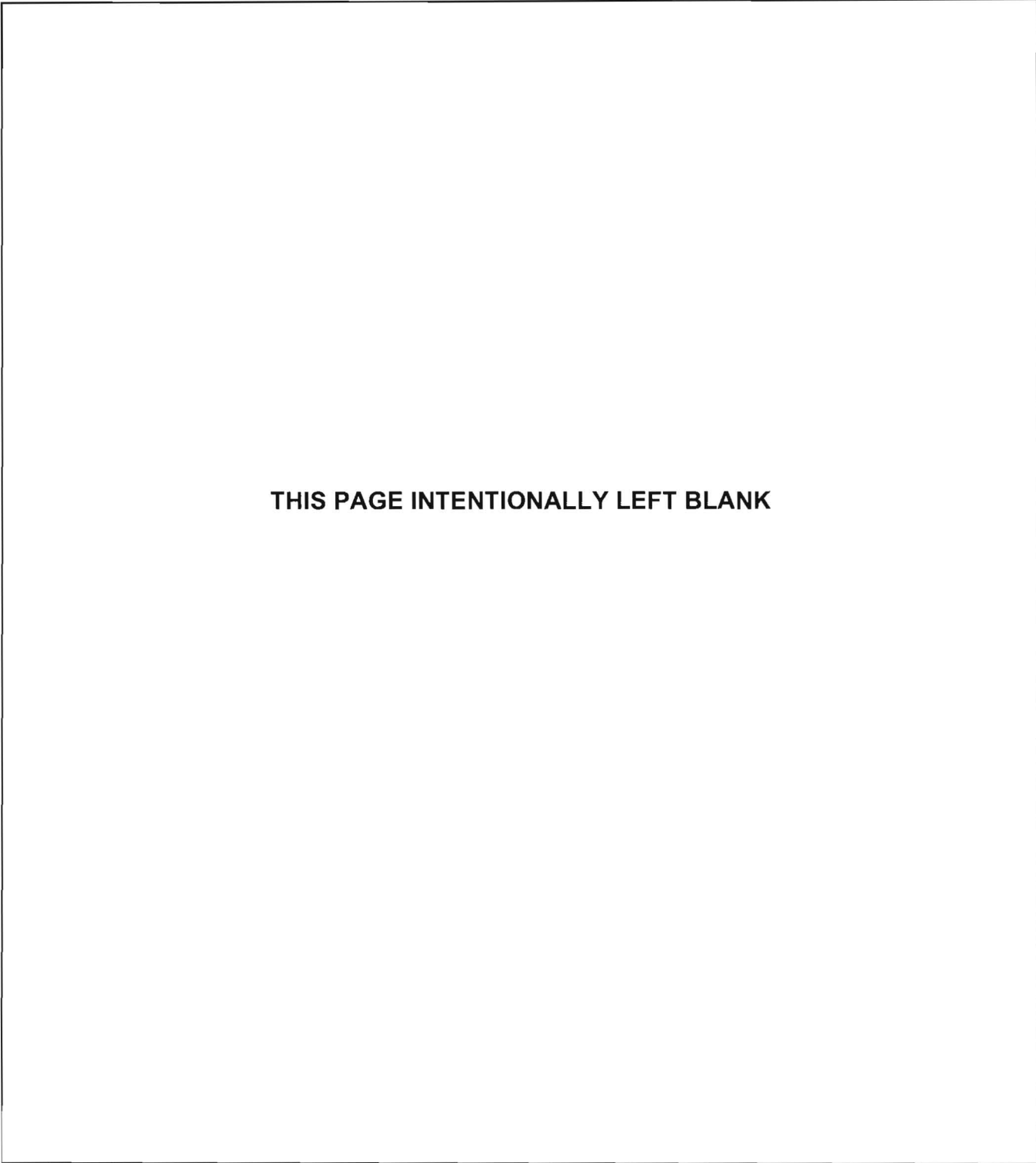
		(MW)		(Hours)	(MWH)
Big Bend	1	367	@	8760	3,214,920
	2	362	@	8760	3,171,120
	3	375	@	8760	3,285,000
Upgrade	3	10	@	2208	22,080
Gannon	5	218	@	8760	1,909,680
	6	351	@	8760	3,074,760
Conversion to Coal	4	169	@	2208	<u>373,152</u>
TOTAL					15,050,712
Generation (1983 Actual for Coal)					10,493,266
Average Coal Capacity Factor	=			$\frac{10,493,266}{15,050,712}$	X 100%
	=				69.72%
Total O&M for Coal	=			\$35,320,252	
Variable Component	=			\$35,320,252	X (1 - .6972)
	=			\$10,694,972	
Estimated Variable O&M Cost [†]	=			$\frac{10,694,772}{10,493,266}$	= \$1.02/MWH

[†] Was added to 1984's actual incremental hourly avoided energy cost, after approval by the FPSC.

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