

AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

March 16, 2004

HAND DELIVERED

RECEIVED-FPSC
04 MAR 16 PM 1:40
COMMISSION CLERK

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. 031110-EQ

Dear Ms. Bayo:

Enclosed for filing in the above proceeding are the original and fifteen copies of Tampa Electric Company's Revised Tariff Sheets Nos. 8.295, 8.470 and 8.530. These tariff sheets are submitted in order to correct the revision number reflected in the upper right hand corner of each tariff sheet. We would appreciate your substituting these in place of the corresponding tariff sheets that accompanied our December 16, 2003 filing in this proceeding.

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

Thank you for your assistance in connection with this matter.

Sincerely,

RECEIVED & FILED

JDB
FPSC-BUREAU OF RECORDS

James D. Beasley

AUS
CAF
CMP
COM
CTR
ECR
GCL
OPC
MMS
SEC
OTH

JDB/pp
Enclosures

Tariffs
cc: David Wheeler (w/encls.)
Angela L. Llewellyn (w/encls.)
Barbara Benton (w/encls.)

DOCUMENT NUMBER-DATE
03529 MAR 16 04
FPSC-COMMISSION CLERK

Continued from Sheet No. 8.290

The Company will accept successive Standard Offer Contracts, beginning with the Standard Offer Contract with the highest priority, until further acceptance of a Standard Offer Contract would cause the subscription limit to be exceeded.

Once the Company's Standard Offer Contract is fully and acceptably subscribed or has expired, the Company will so advise the Commission Staff in writing and indicate that the Standard Offer Contract should be closed. In such notification the Company will inform the Staff whether any Standard Offer acceptances were received and provide the Staff the estimated date that the Company will be filing a petition with respect to any new standard offer needs. The Company will also submit for Staff's administrative approval revised tariff sheets reflecting the closure of the Standard Offer Contract.

Continued to Sheet No. 8.300

ISSUED BY: W. N. Cantrell, President

DATE EFFECTIVE:

Continued from Sheet No. 8.290

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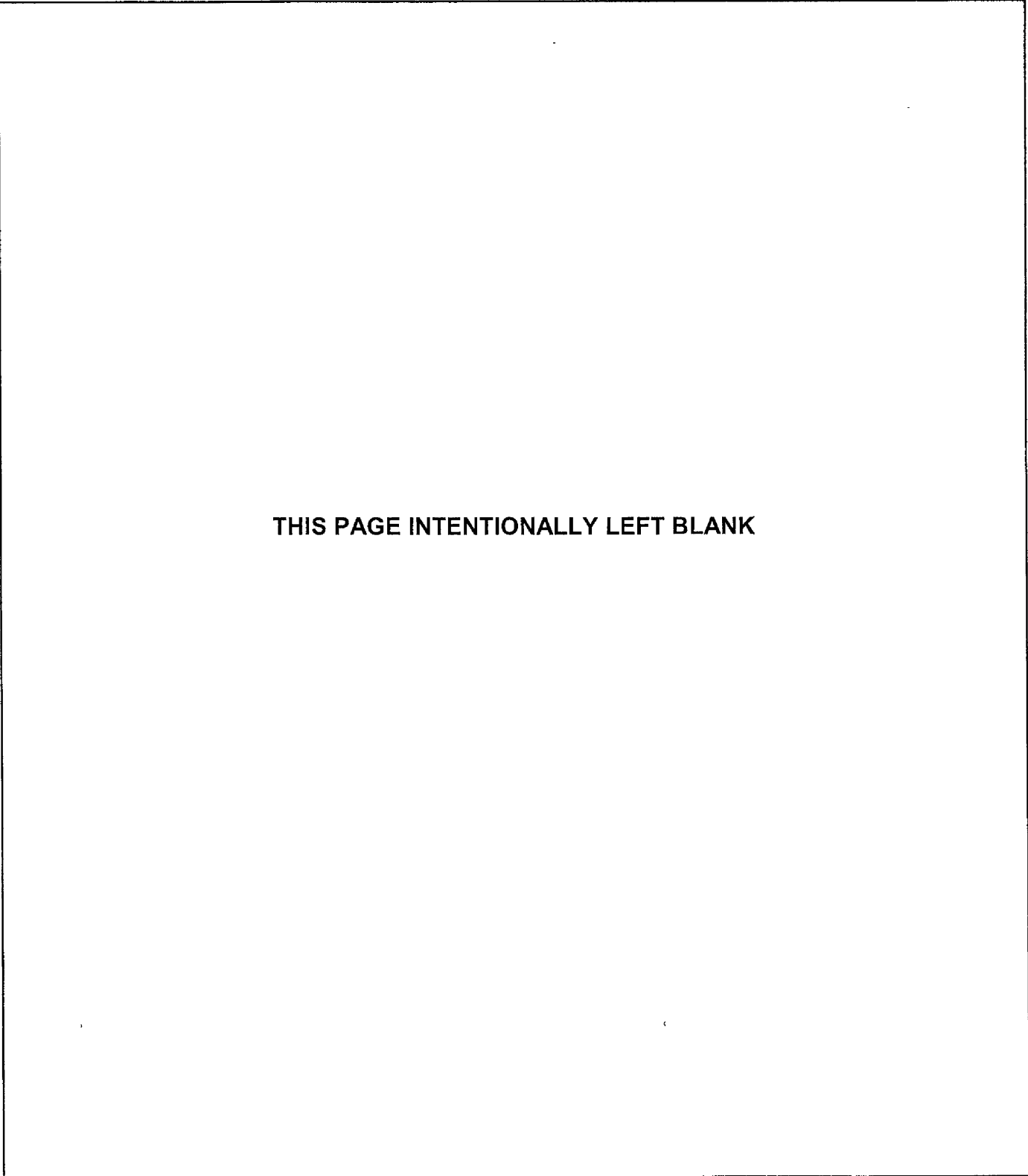
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Continued to Sheet No. 8.300

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

DATE EFFECTIVE: December 18, 2002



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TAMPA ELECTRIC COMPANY

FOURTEENTH REVISED SHEET NO. 8.470
THIRTEENTH
CANCELS THIRTEENTH REVISED SHEET NO. 8.470
TWELFTH

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

DATE EFFECTIVE: December 18, 2002

Continued from Sheet No. 8.525

7. **Nonperformance Provisions:** QF shall not receive a capacity payment during any month in which the QF fails to meet the MPS for Monthly Availability and Monthly Capacity Factor of the Company's Designated Avoided Unit as defined in Appendix C in COG-2. In addition, if for any month starting May 1, 2006, the QF fails to achieve the MPS and the monthly capacity payment that would have been made to the QF pursuant to the capacity payment option selected is less than the "normal" monthly capacity payment had the QF selected Option 1, then the QF shall be liable for and shall pay the Company an amount equal to the Early Payment Offset Amount for the month; provided, however, that such calculation shall assume that the QF satisfied the MPS. Any payments thus required of QF shall be separately invoiced by the Company to QF after each month for which such payment is due and shall be paid by QF within 20 business days after receipt of such invoice by QF. Such payment shall be debited from the Capacity Account as an Early Payment Offset Amount provided that any such payment will not exceed the current balance in the Capacity Account.
8. **Default**
- a. **Mandatory Default:** QF shall be in default under this Agreement if:
- i. QF voluntarily declares bankruptcy; or
 - ii. QF fails to achieve, on both accounts, a minimum Monthly Availability Factor of 25% and fails to achieve a minimum Monthly Capacity Factor of 25%, during the same month, for 12 consecutive months starting May 1, 2006; or
 - iii. QF fails to maintain its status as a QF as required herein; or
 - iv. QF fails to perform in accordance with Section 4.b.iv.(2).
- b. **Optional Default:** The Company may declare the QF to be in default:
- i. if at any time prior to May 1, 2006, and after Monthly Capacity Payments have begun, the Company has sufficient reason to believe that the QF is unable to deliver its Actual Contracted Capacity; or

Continued to Sheet No. 8.535

Continued from Sheet No. 8.525

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Continued to Sheet No. 8.535