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10 MAY -5 PM 3:11

COMMISSION  
CLERK

May 5, 2010

HAND DELIVERED

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

Re: Tampa Electric Company's Petition for Approval of Revisions to the Standard Offer Contract and Rate Schedules COG-1 and COG-2; FPSC Docket No. 100167-EI

Dear Ms. Cole:

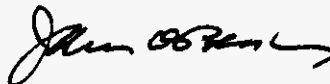
On April 1, 2010 we filed Tampa Electric Company's Petition for Approval of Revisions to the Standard Offer Contract and Rate Schedules COG-1 and COG-2. On April 15, 2010 we submitted four revised tariff sheets to make corrections to the original filing. Since then the company has determined that First Revised Sheet No. 8.416 needs to be replaced to reflect the company's current maintenance assumptions for the aero derivative combustion turbine.

Enclosed herewith please find the original and fifteen (15) copies each of the updated First Revised Sheet No. 8.416 which we ask that you distribute to the recipients of the earlier filing so that they may be substituted in place of the version that accompanied the initial filing.

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,



James D. Beasley

- COM \_\_\_\_\_
- APA IDB/pp
- ECR Enclosure
- OCL 2
- RAD** 13
- SSC \_\_\_\_\_
- ADM \_\_\_\_\_
- OPC \_\_\_\_\_
- CLK \_\_\_\_\_

DOCUMENT NUMBER-DATE  
03750 MAY-5 2010  
FPSC-COMMISSION CLERK



4. **Annual Scheduled Maintenance:** Each year the CEP shall prepare, coordinate, and provide by April 1st all planned maintenance with the Company. The Company will review and approve annual/major scheduled maintenance by July 1st for the balance of the current year and following calendar year. A maximum of 4 days (72 hours) each year for annual maintenance and a total of 12 weeks (2,016 hours) every fifteenth year for major maintenance will be allowed. Scheduled maintenance shall not be planned during December through February without prior written consent from the Company. At the option of the CEP and by written notification to the Company, scheduled outage time may be utilized during any other months to improve the CEP's Availability and Capacity Factors and such scheduled outage hours will be disregarded from the Monthly Availability Factor and Capacity Factor calculations. However, once allowable maintenance hours have been utilized, all other hours during the year will be considered in Availability and Capacity Factor calculations.

5. **Monthly Capacity Payment:** Starting with the CEP's Commercial In-Service Date, for months when the CEP unit has been dispatched (provided that CEP has achieved at least a 90% Monthly Availability Factor), the Monthly Capacity Payment for each Monthly Period shall be calculated according to the following:

a. In the event that the Monthly Capacity Factor is less than 80%, no Monthly Capacity Payment shall be paid to the CEP. That is:

$$\text{MCP} = \$0$$

b. In the event that the Monthly Capacity Factor is greater than or equal to 80% but less than 90%, the Monthly Capacity Payment shall be calculated from the following formula:

$$\text{MCP} = [(\text{BCC}) \times (.02 \times (\text{CF} - 45))] \times \text{CC}$$



4. **Annual Scheduled Maintenance:** Each year the CEP shall prepare, coordinate, and provide by April 1st all planned maintenance with the Company. The Company will review and approve annual/major scheduled maintenance by July 1st for the balance of the current year and following calendar year. A maximum of ~~2 weeks~~ 4 days (~~336~~ 72 hours) each year for annual maintenance and a total of ~~5-12 weeks~~ (~~840-2,016~~ hours) every ~~fifth~~ fifteenth year for major ~~overhauls~~ maintenance will be allowed. Scheduled maintenance shall not be planned during December through February without prior written consent from the Company. At the option of the CEP and by written notification to the Company, scheduled outage time may be utilized during any other months to improve the CEP's Availability and Capacity Factors and such scheduled outage hours will be disregarded from the Monthly Availability Factor and Capacity Factor calculations. However, once allowable maintenance hours have been utilized, all other hours during the year will be considered in Availability and Capacity Factor calculations.

5. **Monthly Capacity Payment:** Starting with the CEP's Commercial In-Service Date, for months when the CEP unit has been dispatched (provided that CEP has achieved at least a 90% Monthly Availability Factor), the Monthly Capacity Payment for each Monthly Period shall be calculated according to the following:

a. In the event that the Monthly Capacity Factor is less than 80%, no Monthly Capacity Payment shall be paid to the CEP. That is:

$$MCP = \$0$$

b. In the event that the Monthly Capacity Factor is greater than or equal to 80% but less than 90%, the Monthly Capacity Payment shall be calculated from the following formula:

$$MCP = [(BCC) \times (.02 \times (CF - 45))] \times CC$$

ISSUED BY: ~~C. R. Black~~ G. L. Gillette,  
President

DATE EFFECTIVE: ~~May 22, 2007~~