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May 30, 2000

HAND DELIVERY

Ms. Blanca S. Bayo, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 ORIGINAL ORISE

Re:

Petition for Approval of Service Agreement for Energy on Demand Energy by Tampa Electric Company: FPSC Docket No. 000600-EI

Dear Ms. Bayo:

Tampa Electric files this its revised Original Sheet No. 8.810 to be substituted for the facsimile copy of original Sheet No. 8.810 filed with the Commission on May 26, 2000.

Also enclosed is a single copy of the above-listed tariff sheet marked in legislative format to show the changes the company has made.

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.

Lee L./Willis

LLW/pp Enclosures

RECEIVED & FILE

PSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

06610 MAY 308

FPSC-RECORDS/REPORTING

would not otherwise be provided as Standard As-Available Energy under the COG-1 tariff; and

WHEREAS, the Company and the Customer may negotiate and mutually agree upon the amount of Emergency On-Demand Energy to be made available during the period of the Energy Shortfall, and the incentive rate(s) to be paid by the Company for such Emergency On-Demand Energy ("Emergency On-Demand Energy Transaction");

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the Company and the Customer hereby agree as follows:

- Incorporation of Tariff: This Agreement incorporates by reference the terms and conditions of Schedule COG-1. In the event of any inconsistency between this Agreement and Schedule COG-1, the terms and conditions of this Agreement shall control.
- 2. Nature of Service: Each transaction under this Agreement shall be an Emergency On-Demand Energy Transaction (i.e., a sale and purchase of Emergency On-Demand Energy at a negotiated rate as determined in accordance with Sections 3 and 4 of this Agreement.) The Company shall be under no obligation to propose an Emergency On-Demand Energy Transaction and the Customer shall be under no obligation to agree to a proposed Emergency On-Demand Energy Transaction. There shall be no commitment of capacity by the Customer to the Company in any Emergency On-Demand Energy Transaction. The Customer may, at its sole discretion and upon one (1) hour notice to the Company, interrupt the scheduling or delivery of Emergency On-Demand Energy in any Emergency On-Demand Energy Transaction that has been previously agreed upon.

Emergency On-Demand Energy is energy delivered to the Company's system. An Emergency On-Demand Energy Transaction shall commence only after the Customer has fulfilled its pre-existing contractual obligation under any QF capacity contract (COG-1 or otherwise) and only if either of the following two conditions are in effect; (1) the Customer is already exporting energy to the Company ("Previous Export Energy") at the beginning of the first hour during which Emergency On-Demand Energy is scheduled, or (2) the Customer is neither importing or exporting energy to the Company at the beginning of the first hour during which Emergency On-Demand Energy is scheduled. If the Customer qualifies under (1) above, the Previous Export Energy shall be scheduled for delivery in addition to any amount of Emergency On-Demand which is to be scheduled, however Previous Export Energy shall be considered Standard As-Available Energy and the rates for such energy shall be those specified under Schedule COG-1.

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

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ISSUED BY: J. B. Ramil, President

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