

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

February 25, 2008

HAND DELIVERED

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08 FEB 25 PM 3:49
COMMISSION
CLERK

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

Re: Petition of Tampa Electric Company for approval of three
Performance Guaranty Agreements; FPSC Docket No. 070729-EI

Dear Ms. Cole:

This will follow up our December 17, 2007 filing of Tampa Electric Company's Petition in the above matter. Since that time the company has detected the need to make certain minor correction as follows:

Sheet No. 7.900

Article IV A reference to "Section e.1" was added to correct an inadvertent omission.

Sheet No. 7.930

Section 3.3 The last sentence was revised to be consistent with the last sentence in section 3.3 of the PGA (Sheet No. 7.895).

Section 3.4 Near the end of the first sentence, the word "Amount" prior to "cash balance" was deleted. This is a correction of a typographical error.

Sheet No. 7.955

Section 2.1 The reference to a "present value factor" in the second sentence of section 2.1 and the table at the end of the section that contained the calculation of the Performance Guaranty Amount using the "present value factor" were eliminated. This revision was made after a discussion with Staff regarding the interpretation of Rule 25-6.080, Florida Administrative Code.

Attached hereto are fifteen (15) copies each of Tariff Sheets 7.900, 7.930 and 7.955 containing the corrections described above. We would request that they be distributed to recipients of the proposed tariff sheets that accompanied the original filing. Also attached are fifteen (15)

- CMP _____
- COM _____
- CTR _____
- (ECR) All copies of tariffs. _____
- GCL 1 _____
- OPC _____
- RCA _____
- SCR _____
- SGA _____
- SEC _____
- OTH _____

DOCUMENT NUMBER DATE

01415 FEB 25 08

FPSC-COMMISSION CLERK

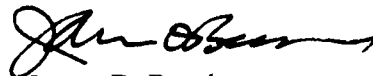
Ms. Ann Cole
February 25, 2008
Page Two

copies of each of the same tariff sheets marked in legislative format for show the corrections recited above.

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

JDB/pp
Attachments

cc: Paula Brown (w/attachments)



ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall commence on the above written In-Service Date and end on the earlier of the Expiration Date, or on the date Incremental Base Revenue collected from the Customer equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3.1 or Section 3.5.

ARTICLE V - FINAL SETTLEMENT

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty Amount not previously refunded or otherwise eligible for refund under the terms of this Agreement shall be retained by Company and any remaining balance of the Performance Guaranty Amount that is subject to a letter of credit or surety bond shall become immediately due and payable.

ARTICLE VI - TITLE AND OWNERSHIP

Title to and complete ownership and control over the Facilities shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

ARTICLE VII - ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, or representations, whether written or oral, between company and Customer, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto.

ARTICLE VIII - HEIRS, SUCCESSORS, AND ASSIGNS

This Agreement shall inure to the benefits of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Customer shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

ISSUED BY: C. R. Black, President

DOCUMENT NO. DATE

DATE EFFECTIVE:

01415-08 02/25/08
FPSC - COMMISSION CLERK

**ARTICLE III – PAYMENT AND REFUND**

- 3.1 If the Incremental Base Revenue collected from the Customer by the end of Performance Guaranty Period, or upon default of this Agreement, is less than the Performance Guaranty Amount, Customer shall pay to Company the Performance Guaranty Amount, less the amount of Base Revenue previously collected from the Customer.
- 3.2 At the Customer's option, the Performance Guaranty Amount may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company.
- 3.3 If at the end or at any time during the Performance Guaranty Period, Incremental Base Revenue collected equals or exceeds the Performance Guaranty Amount and Customer secured the Performance Guaranty through a surety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or exonerated from all past, present, and future liabilities associated with this Agreement. Customer shall have the right to reduce the face value of the surety bond or letter of credit on an annual basis to reflect the difference between the Performance Guaranty Amount and the Base Revenue collected in the previous 12-month period. If at the end of the Performance Guaranty Period the Incremental Base Revenue does not equal or exceed the Performance Guaranty Amount, the Company shall have the right to draw down the surety bond or letter of credit to the extent of the difference between the Base Revenue collected and the Performance Guaranty Amount. The Company will accept payment for any such difference in cash from Customer in lieu of drawing down the surety bond or letter of credit provided that Customer pays within sixty days of the Performance Guaranty ending or upon default of this Agreement.
- 3.4 If the Customer elects to post the Performance Guaranty Amount in cash, the Company agrees to reduce the Performance Guaranty Amount cash balance by the amount of the previous 12-month's Incremental Base Revenue collected and provide an annual bill credit or refund check to the Customer in an amount equal to such prior twelve months of Base Revenue collections, until such time as the Performance Guaranty cash balance is depleted. If at the end of the Performance Guaranty Period the Incremental Base Revenue previously collected from the Customer does not equal or exceed the Performance Guaranty Amount, the Company shall have the right to permanently retain the remaining cash balance of the Performance Guaranty Amount.



TAMPA ELECTRIC

- 1.2 "Expiration Date" shall be defined as the date five (5) years from the date the Company determines it is first ready to render electric service to the extension.

**ARTICLE II -
DETERMINATION OF INITIAL PERFORMANCE GUARANTY AMOUNT**

Applicant agrees to provide the Company a Performance Guaranty to be determined by the Company as follows:

- 2.1 The Company will estimate the total cost of facilities to be installed on the Premises ("Facilities") and deduct the amount of Contribution in Aid of Construction ("CIAC") paid by the Applicant pursuant to the Company's Electric Tariff. The remaining amount will be prorated among the projected number of Service Installations from which sufficient revenue may be derived to recover the Company's investment expense. Based upon the Company's evaluation of Applicants' construction plans, construction schedule, and the manner in which the subdivision is to be developed, a prorated amount for each service installed will be required for ____ Service Installations in all or part of the subdivision where, in the opinion of the Company, service may not be connected within two years from the date the Company is first ready to render electric service.
- 2.2 In accordance with the above, the initial Performance Guaranty amount required by the Company prior to installing the requested line extension shall be _____ (\$_____).



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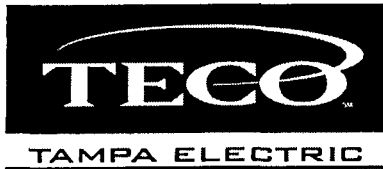
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