

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric Company)
for Approval of Modification to Non-Firm)
Electric Service Tariff Sheets.)
_____)

DOCKET NO. 001487-EL
FILED: September 27, 2000

**PETITION OF TAMPA ELECTRIC COMPANY
FOR APPROVAL OF MODIFICATION TO
NON-FIRM ELECTRIC SERVICE TARIFF SHEETS**

Tampa Electric Company ("Tampa Electric" or "the company"), pursuant to Section 366.0, Florida Statutes, and Rule 28-106.301 of the Uniform Rules of Procedure, petitions the Florida Public Service Commission (the "Commission") to approve modifications to the notice period set forth in the company's tariff sheets pertaining to non-firm electric service and, as grounds therefor, says:

1. Tampa Electric is a public utility subject to the jurisdiction of the Commission under Chapter 366, Florida Statutes.
2. All notices, pleadings and correspondence required to be served on the petitioner should be directed to:

Lee L. Willis
James D. Beasley
Ausley & McMullen
Post Office Box 391
Tallahassee, FL 32302
(850) 224-9115
(850) 222-7952 (Fax)

Angela L. Llewellyn
Administrator-Regulatory Coordination
Tampa Electric Company
Post Office Box 111
Tampa, FL 33601
(813) 228-4111
(813) 228-1770 (Fax)

3. Tampa Electric Company's presently approved tariff sheets governing non-firm electric service require at least five years advance written notice in order for a customer to be

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eligible to transfer from non-firm service to firm service. (Rule 25-6.0438(8), Florida Administrative Code).

4. The above rule provision requiring five years written notice was adopted at a time when utilities were relying on new base load generating units to meet their incremental generating requirements. Under current circumstances and for the foreseeable future, Tampa Electric plans to meet the incremental demand for electricity on its system using combustion turbine ("CT") units which may be constructed and placed into service much more rapidly than base load generating units.

5. A CT can be constructed and placed into service in less than three years. Accordingly, any non-firm customer on Tampa Electric's system desiring to switch to firm service should only be required to provide Tampa Electric with three years written notice in advance of such a transfer. Accordingly, Tampa Electric proposes to modify its relevant non-firm electric service tariff pages to require written notice of at least 36 months prior to the transfer from non-firm service to firm service.

6. The proposed 36 month written notice period proposed herein conforms to the 36 month minimum notice provision the Commission approved earlier this year for use in the company's General Service Industrial Load Management (GSLM-2) and General Service Industrial Standby and Supplemental Load Management Service Rider (GSLM-3) tariff offerings.

7. Attached hereto as Exhibit "A" are Tampa Electric tariff sheets Nos. 6.091, 6.092, 6.141, 6.142, 6.351, 6.353, 6.371, 6.374, 6.612, 6.614, 6.623 and 6.625, converting the written notice to transfer to firm electric service from 60 months to 36 months in each of the company's non-firm electric service offerings. On September 21, 2000 Tampa Electric filed a petition in

Docket No. 000001-EI requesting in part that the Commission approve the company's proposed pilot program to implement seasonal fuel factors. If the Commission approves that proposal, it will require revisions to a number of tariff sheets including tariff sheets 6.091, 6.092, 6.142, and 6.623, all four of which would also need to be revised if the company's petition for approval to modify its non-firm electric service tariff sheets is approved in this docket. Tampa Electric has used tariff sheet revision number references (e.g., "Second Revised" or "Third Revised" etc.) in Exhibit "A" to this Petition which assume that the tariff provisions proposed in Docket No. 000001-EI will be approved prior to the final disposition of this docket. If that does not occur, the tariff sheet revision number references used in the tariff sheets accompanying the instant filing will need to be modified accordingly.

8. Attached as Exhibit "B" is a composite exhibit consisting of the tariff pages included in Exhibit "A" but marked in legislative format to show the specific changes which the company is proposing.

9. Tampa Electric is not aware of any disputed issues of material fact relative to the subject matter of this petition.

WHEREFORE, Tampa Electric Company petitions the Commission to approve the company's proposed modification to its non-firm electric service tariff offerings to reduce the written notice period to convert to firm service from 60 months down to 36 months as reflected in the revised tariff sheets contained in Exhibit "A".

DATED this 27th day of September 2000.

Respectfully submitted,



LEE L. WILLIS
JAMES D. BEASLEY
Ausley & McMullen
Post Office Box 391
Tallahassee, FL 32302
(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

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Exhibit "A"

Continued from Sheet No. 6.623

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021.

ENVIRONMENTAL COST RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.021.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.021.

FRANCHISE FEE CHARGE: See Sheet No. 6.021.

OPTIONAL PROVISION: Any customer served under this schedule may elect to have the Company minimize interruptions through the procedure described below. Such election must be made in writing to the Company and shall remain in effect until such time that the Company is notified in writing that the customer no longer desires that such procedure be employed by the Company.

Procedure: During periods when the Company would otherwise interrupt customers served under this schedule, the Company will attempt to purchase sufficient energy from other systems to prevent, in whole or in part, such interruptions. The customer agrees that whenever the Company is successful in making such purchases, the customer will pay, as part of its monthly service bill, an extra charge per kilowatt-hour for each kilowatt-hour consumed during the time of such purchase. The extra charge per kilowatt-hour shall be the amount per kilowatt-hour paid to the outside source less the amount per kilowatt-hour otherwise billed under this schedule, plus 2 mills (\$0.002) per kilowatt-hour.

PENALTY CLAUSE FOR TRANSFER WITHOUT FULL NOTICE: Any customer choosing to transfer to firm service from interruptible service without giving the full three (3) years notice shall pay a charge amounting to the difference between this rate and the applicable firm rate for the period of time immediately prior to the changeover that is equal to the period that the changeover will be less than the required notice period.

This penalty may be waived by the Company if the following two conditions can be demonstrated:

- 1) The customer has taken interruptible service for at least five (5) years.
- 2) It can be demonstrated that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on the Company's generation expansion plan.

PAYMENT OF BILLS: See Sheet No. 6.022.

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 6.622

MINIMUM CHARGE: The Customer Facilities Charge, Local Facilities Reservation Charge, and Bulk Transmission Reservation Charge.

TERM OF SERVICE: Any customer receiving service under this schedule will be required to give the Company written notice at least 36 months prior to transferring to a non-interruptible schedule. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice.

TEMPORARY DISCONTINUANCE OF SERVICE: Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any customer prior to resuming service within 12 months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

POWER FACTOR: When the average power factor during the month is less than 85%, the monthly bill will be increased \$0.002 for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased \$0.001 for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

METERING LEVEL DISCOUNT: When the customer takes energy metered at subtransmission or higher voltage, a discount of 1% of the energy and demand charges will apply.

TRANSFORMER OWNERSHIP DISCOUNT: When the customer furnishes and installs all subtransmission or higher voltage to utilization voltage substation transformation, a discount of 23¢ per KW of Supplemental Demand and 21¢ per KW of Standby Demand will apply.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 60¢ per KW of Supplemental Demand and Standby Demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet Nos. 6.020 and 6.021.

Continued to Sheet No. 6.625

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 6.090

MINIMUM CHARGE: The customer facilities charge.

TERMS OF SERVICE: Any customer receiving service under this schedule will be required to give the Company a written notice at least 36 months prior to transfer to a non-interruptible schedule. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice.

TEMPORARY DISCONTINUANCE OF SERVICE: Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any customer prior to resuming service within 12 months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

POWER FACTOR: When the average power factor during the month is less than 85%, the monthly bill will be increased \$0.002 for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased \$0.001 for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

METERING LEVEL DISCOUNT: When the customer takes energy metered at subtransmission or higher voltage, a discount of 1% of the energy and demand charge will apply.

TRANSFORMER OWNERSHIP DISCOUNT: When the customer furnishes and installs all subtransmission or higher voltage to utilization voltage substation transformation, a discount of 23¢ per KW of billing demand will apply.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 60¢ per KW of billing demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet Nos. 6.020 and 6.021.

Continued to Sheet No. 6.092

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 6.091

ENVIRONMENTAL COST RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.021.**FLORIDA GROSS RECEIPTS TAX:** See Sheet No. 6.021.**FRANCHISE FEE CHARGE:** See Sheet No. 6.021.

OPTIONAL PROVISION: Any customer served under this schedule may elect to have the Company minimize interruptions through the procedure described below. Such election must be made in writing to the Company and shall remain in effect until such time that the Company is notified in writing that the customer no longer desires that such procedure be employed by the Company.

Procedure: During periods when the Company would otherwise interrupt customers served under this schedule, the Company will attempt to purchase sufficient energy from other systems to prevent, in whole or in part, such interruptions. The customer agrees that whenever the Company is successful in making such purchases, the customer will pay, as part of its monthly service bill, an extra charge per kilowatt-hour for each kilowatt-hour consumed during the time of such purchase. The extra charge per kilowatt-hour shall be the amount per kilowatt-hour paid to the outside source less the amount per kilowatt-hour otherwise billed under this schedule, plus 2 mills (\$0.002) per kilowatt-hour.

PENALTY CLAUSE FOR TRANSFER WITHOUT FULL NOTICE: Any Customer choosing to transfer to firm service from interruptible service without giving the full three (3) years notice shall pay a charge amounting to the difference between this rate and the applicable firm rate for the period of time immediately prior to the changeover that is equal to the period that the changeover will be less than the required notice period.

This penalty may be waived by the Company if the following two conditions can be demonstrated:

- 1) The customer has been on the IS rate for at least five (5) years.
- 2) It can be demonstrated that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on the Company's generation expansion plan.

PAYMENT OF BILLS: See Sheet No. 6.022.

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 6.140

BILLING DEMAND: The highest measured 30-minute interval KW demand during the month.

MINIMUM CHARGE: The customer facilities charge.

TERMS OF SERVICE: Any customer receiving service under this schedule will be required to give the Company a written notice at least 36 months prior to transfer to a non-interruptible schedule. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice.

TEMPORARY DISCONTINUANCE OF SERVICE: Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any customer prior to resuming service within 12 months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

POWER FACTOR: When the average power factor during the month is less than 85%, the monthly bill will be increased \$0.002 for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased \$0.001 for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

METERING LEVEL DISCOUNT: When the customer takes energy metered at subtransmission or higher voltage, a discount of 1% of the energy and demand charge will apply.

TRANSFORMER OWNERSHIP DISCOUNT: When the customer furnishes and installs all subtransmission or higher voltage to utilization voltage substation transformation, a discount of 23¢ per KW of billing demand will apply.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 60¢ per KW of billing demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

Continued to Sheet No. 6.142

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 6.141

FUEL CHARGE: See Nos. 6.020 and 6.021.**ENERGY CONSERVATION CHARGE:** See Sheet Nos. 6.020 and 6.021.**CAPACITY CHARGE:** See Sheet Nos. 6.020 and 6.021.**ENVIRONMENTAL COST RECOVERY CHARGE:** See Sheet Nos. 6.020 and 6.021.**FLORIDA GROSS RECEIPTS TAX:** See Sheet No. 6.021.**FRANCHISE FEE CHARGE:** See Sheet No. 6.021.

OPTIONAL PROVISION: Any customer served under this schedule may elect to have the Company minimize interruptions through the procedure described below. Such election must be made in writing to the Company and shall remain in effect until such time that the Company is notified in writing that the customer no longer desires that such procedure be employed by the Company.

Procedure: During periods when the Company would otherwise interrupt customers served under this schedule, the Company will attempt to purchase sufficient energy from other systems to prevent, in whole or in part, such interruptions. The customer agrees that whenever the Company is successful in making such purchases, the customer will pay, as part of its monthly service bill, an extra charge per kilowatt-hour for each kilowatt-hour consumed during the time of such purchase. The extra charge per kilowatt-hour shall be the amount per kilowatt-hour paid to the outside source less the amount per kilowatt-hour otherwise billed under this schedule, plus 2 mills (\$0.002) per kilowatt-hour.

PENALTY CLAUSE FOR TRANSFER WITHOUT FULL NOTICE: Any customer choosing to Transfer to firm service from interruptible service without giving the full three (3) years notice shall pay a charge amounting to the difference between this rate and the applicable firm rate for the period of time immediately prior to the changeover that is equal to the period that the changeover will be less than the required notice period.

Continued to Sheet No. 6.143

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 6.350

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

<u>Peak Hours:</u> (Monday-Friday)	<u>April 1 - October 31</u> 12:00 Noon - 9:00 PM	<u>November 1 - March 31</u> 6:00 AM - 10:00 AM and 6:00 PM - 10:00 PM
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Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

BILLING DEMAND: The highest measured 30-minute interval KW demand during the month.

MINIMUM CHARGE: The customer facilities charge.

TERMS OF SERVICE: (1) Any customer receiving service under this schedule will be required to give the Company a written notice at least 36 months prior to transfer to a non-interruptible schedule. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice. (2) A customer electing this optional rate shall have the right to transfer to the standard applicable rate at any time without additional charge for such transaction, except that any customer who requests this optional rate for the second time on the same premises will be required to sign a contract to remain on this rate for at least one (1) year.

TEMPORARY DISCONTINUANCE OF SERVICE: Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any customer prior to resuming service within 12 months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

POWER FACTOR: When the average power factor during the month is less than 85%, the monthly bill will be increased \$0.002 for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased \$0.001 for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

Continued to Sheet No. 6.352

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 6.352

PENALTY CLAUSE FOR TRANSFER WITHOUT FULL NOTICE: Any customer choosing to transfer to firm service from interruptible service without giving the full three (3) years notice shall pay a charge amounting to the difference between this rate and the applicable firm rate for the period of time immediately prior to the changeover that is equal to the period that the changeover will be less than the required notice period.

This penalty may be waived by the Company if the following two conditions can be demonstrated:

- 1) The customer has been on the IS rate for at least five (5) years.
- 2) It can be demonstrated that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on the Company's generation expansion plan.

PAYMENT OF BILLS: See Sheet No. 6.022.

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 6.370

MONTHLY RATE:**Customer Facilities Charge:**

\$1,000.00

Demand Charge:

\$1.45 per KW of billing demand

Energy Charge:

1.327¢ per KWH

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

Peak Hours:

(Monday-Friday)

April 1 - October 31

12:00 Noon - 9:00 PM

November 1 - March 31

6:00 AM - 10:00 AM

and

6:00 PM - 10:00 PM

Off-Peak Hours:

All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

BILLING DEMAND: The highest measured 30-minute interval KW demand during the month.

MINIMUM CHARGE: The customer facilities charge.

TERMS OF SERVICE: (1) Any customer receiving service under this schedule will be required to give the Company a written notice at least 36 months prior to transfer to a non-interruptible schedule. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice. (2) A customer electing this optional rate shall have the right to transfer to the standard applicable rate at any time without additional charge for such transaction, except than any customer who requests this optional rate for the second time on the same premises will be required to sign a contract to remain on this rate for at least one (1) year.

Continued to Sheet No. 6.372

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 6.372

OPTIONAL PROVISION: Any customer served under this schedule may elect to have the Company minimize interruptions through the procedure described below. Such election must be made in writing to the Company and shall remain in effect until such time that the Company is notified in writing that the customer no longer desires that such procedure be employed by the Company.

Procedure: During periods when the Company would otherwise interrupt customers served under this schedule, the Company will attempt to purchase sufficient energy from other systems to prevent, in whole or in part, such interruptions. The customer agrees that whenever the Company is successful in making such purchases, the customer will pay, as part of its monthly service bill, an extra charge per kilowatt-hour for each kilowatt-hour consumed during the time of such purchase. The extra charge per kilowatt-hour shall be the amount per kilowatt-hour paid to the outside source less the amount per kilowatt-hour otherwise billed under this schedule, plus 2 mills (\$0.002) per kilowatt-hour.

PENALTY CLAUSE FOR TRANSFER WITHOUT FULL NOTICE: Any customer choosing to transfer to firm service from interruptible service without giving the full three (3) years notice shall pay a charge amounting to the difference between this rate and the applicable firm rate for the period of time immediately prior to the changeover that is equal to the period that the changeover will be less than the required notice period.

This penalty may be waived by the Company if the following two conditions can be demonstrated:

- 1) The customer has been on the IS rate for at least five (5) years.
- 2) It can be demonstrated that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on the Company's generation expansion plan.

PAYMENT OF BILLS: See Sheet No. 6.025.

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 6.611

Supplemental Demand - The amount, if any, by which the highest Site Load during any 30-minute interval in the month exceeds Normal Generation, but no greater than Metered Demand.

Contract Standby Demand - As established pursuant to the Tariff Agreement for the Purchase of Interruptible Standby and Supplemental Service. Anytime a customer registers a Standby Demand that is higher than the existing Contract Standby Demand, that Standby Demand will become the new Contract Standby Demand, beginning with the following period.

Standby Demand - The greater of Contract Standby Demand or the amount by which Metered Demand exceeds Supplemental Demand, but no greater than Normal Generation.

Actual Standby Billing Demand - The summation of the daily amounts by which the highest on-peak measured 30-minute interval KW demands served by the Company exceed the monthly Supplemental Demand.

Energy Units: Energy provided by the Company during each 30-minute period up to the Supplemental Demand level shall be billed as Supplemental KWH. The remaining energy shall be billed as Standby KWH.

MINIMUM CHARGE: The Customer Facilities Charge, Local Facilities Reservation Charge, and Bulk Transmission Reservation Charge.

TERM OF SERVICE: Any customer receiving service under this schedule will be required to give the Company written notice at least 36 months prior to transferring to a non-interruptible schedule. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice.

Continued to Sheet No. 6.613

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 6.613

OPTIONAL PROVISION: Any customer served under this schedule may elect to have the Company minimize interruptions through the procedure described below. Such election must be made in writing to the Company and shall remain in effect until such time that the Company is notified in writing that the customer no longer desires that such procedure be employed by the Company.

Procedure: During periods when the Company would otherwise interrupt customers served under this schedule, the Company will attempt to purchase sufficient energy from other systems to prevent, in whole or in part, such interruptions. The customer agrees that whenever the Company is successful in making such purchases, the customer will pay, as part of its monthly service bill, an extra charge per kilowatt-hour for each kilowatt-hour consumed during the time of such purchase. The extra charge per kilowatt-hour shall be the amount per kilowatt-hour paid to the outside source less the amount per kilowatt-hour otherwise billed under this schedule, plus 2 mills (\$0.002) per kilowatt-hour.

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- 2) It can be demonstrated that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on the Company's generation expansion plan.

PAYMENT OF BILLS: See Sheet No. 6.022.

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Exhibit "B"

Continued from Sheet No. 6.090

MINIMUM CHARGE: The customer facilities charge.

TERMS OF SERVICE: Any customer receiving service under this schedule will be required to give the Company a written notice at least 60 ~~36~~ months prior to transfer to a non-interruptible schedule. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice.

TEMPORARY DISCONTINUANCE OF SERVICE: Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any customer prior to resuming service within 12 months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

POWER FACTOR: When the average power factor during the month is less than 85%, the monthly bill will be increased \$0.002 for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased \$0.001 for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

METERING LEVEL DISCOUNT: When the customer takes energy metered at subtransmission or higher voltage, a discount of 1% of the energy and demand charge will apply.

TRANSFORMER OWNERSHIP DISCOUNT: When the customer furnishes and installs all subtransmission or higher voltage to utilization voltage substation transformation, a discount of 23¢ per KW of billing demand will apply.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 60¢ per KW of billing demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet Nos. 6.020 and 6.021.

Continued to Sheet No. 6.092

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 1999

Continued from Sheet No. 6.091

ENVIRONMENTAL COST RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.021.**FLORIDA GROSS RECEIPTS TAX:** See Sheet No. 6.021.**FRANCHISE FEE CHARGE:** See Sheet No. 6.021.

OPTIONAL PROVISION: Any customer served under this schedule may elect to have the Company minimize interruptions through the procedure described below. Such election must be made in writing to the Company and shall remain in effect until such time that the Company is notified in writing that the customer no longer desires that such procedure be employed by the Company.

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PENALTY CLAUSE FOR TRANSFER WITHOUT FULL NOTICE: Any Customer choosing to transfer to firm service from interruptible service without giving the full ~~five (5)~~ **three (3)** years notice shall pay a charge amounting to the difference between this rate and the applicable firm rate for the period of time immediately prior to the changeover that is equal to the period that the changeover will be less than the required notice period.

This penalty may be waived by the Company if the following two conditions can be demonstrated:

- 1) The customer has been on the IS rate for at least five (5) years.
- 2) It can be demonstrated that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on the Company's generation expansion plan.

PAYMENT OF BILLS: See Sheet No. 6.022.

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 1999

Continued from Sheet No. 6.140

BILLING DEMAND: The highest measured 30-minute interval KW demand during the month.

MINIMUM CHARGE: The customer facilities charge.

TERMS OF SERVICE: Any customer receiving service under this schedule will be required to give the Company a written notice at least ~~60~~ ³⁶ months prior to transfer to a non-interruptible schedule. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice.

TEMPORARY DISCONTINUANCE OF SERVICE: Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any customer prior to resuming service within 12 months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

POWER FACTOR: When the average power factor during the month is less than 85%, the monthly bill will be increased \$0.002 for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased \$0.001 for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

METERING LEVEL DISCOUNT: When the customer takes energy metered at subtransmission or higher voltage, a discount of 1% of the energy and demand charge will apply.

TRANSFORMER OWNERSHIP DISCOUNT: When the customer furnishes and installs all subtransmission or higher voltage to utilization voltage substation transformation, a discount of 23¢ per KW of billing demand will apply.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 60¢ per KW of billing demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

Continued to Sheet No. 6.142

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 1999

Continued from Sheet No. 6.141

FUEL CHARGE: See Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet Nos. 6.020 and 6.021.

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021.

ENVIRONMENTAL COST RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.021.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.021.

FRANCHISE FEE CHARGE: See Sheet No. 6.021.

OPTIONAL PROVISION: Any customer served under this schedule may elect to have the Company minimize interruptions through the procedure described below. Such election must be made in writing to the Company and shall remain in effect until such time that the Company is notified in writing that the customer no longer desires that such procedure be employed by the Company.

Procedure: During periods when the Company would otherwise interrupt customers served under this schedule, the Company will attempt to purchase sufficient energy from other systems to prevent, in whole or in part, such interruptions. The customer agrees that whenever the Company is successful in making such purchases, the customer will pay, as part of its monthly service bill, an extra charge per kilowatt-hour for each kilowatt-hour consumed during the time of such purchase. The extra charge per kilowatt-hour shall be the amount per kilowatt-hour paid to the outside source less the amount per kilowatt-hour otherwise billed under this schedule, plus 2 mills (\$0.002) per kilowatt-hour.

PENALTY CLAUSE FOR TRANSFER WITHOUT FULL NOTICE: Any customer choosing to Transfer to firm service from interruptible service without giving the full ~~five (5)~~ **three (3)** years notice shall pay a charge amounting to the difference between this rate and the applicable firm rate for the period of time immediately prior to the changeover that is equal to the period that the changeover will be less than the required notice period.

Continued to Sheet No. 6.143

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 1999

Continued from Sheet No. 6.350

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

<u>Peak Hours:</u> (Monday-Friday)	<u>April 1 - October 31</u> 12:00 Noon - 9:00 PM	<u>November 1 - March 31</u> 6:00 AM - 10:00 AM and 6:00 PM - 10:00 PM
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Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

BILLING DEMAND: The highest measured 30-minute interval KW demand during the month.

MINIMUM CHARGE: The customer facilities charge.

TERMS OF SERVICE: (1) Any customer receiving service under this schedule will be required to give the Company a written notice at least 60 36 months prior to transfer to a non-interruptible schedule. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice. (2) A customer electing this optional rate shall have the right to transfer to the standard applicable rate at any time without additional charge for such transaction, except that any customer who requests this optional rate for the second time on the same premises will be required to sign a contract to remain on this rate for at least one (1) year.

TEMPORARY DISCONTINUANCE OF SERVICE: Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any customer prior to resuming service within 12 months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

POWER FACTOR: When the average power factor during the month is less than 85%, the monthly bill will be increased \$0.002 for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased \$0.001 for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

Continued to Sheet No. 6.352

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 1999

Continued from Sheet No. 6.352

PENALTY CLAUSE FOR TRANSFER WITHOUT FULL NOTICE: Any customer choosing to transfer to firm service from interruptible service without giving the full ~~five (5)~~ **three (3)** years notice shall pay a charge amounting to the difference between this rate and the applicable firm rate for the period of time immediately prior to the changeover that is equal to the period that the changeover will be less than the required notice period.

This penalty may be waived by the Company if the following two conditions can be demonstrated:

- 1) The customer has been on the IS rate for at least five (5) years.
- 2) It can be demonstrated that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on the Company's generation expansion plan.

PAYMENT OF BILLS: See Sheet No. 6.022.

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 1999

Continued from Sheet No. 6.370

MONTHLY RATE:**Customer Facilities Charge:**

\$1,000.00

Demand Charge:

\$1.45 per KW of billing demand

Energy Charge:

1.327¢ per KWH

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

Peak Hours:

(Monday-Friday)

April 1 - October 31

12:00 Noon - 9:00 PM

November 1 - March 31

6:00 AM - 10:00 AM

and

6:00 PM - 10:00 PM

Off-Peak Hours:

All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

BILLING DEMAND: The highest measured 30-minute interval KW demand during the month.

MINIMUM CHARGE: The customer facilities charge.

TERMS OF SERVICE: (1) Any customer receiving service under this schedule will be required to give the Company a written notice at least ~~60~~ 36 months prior to transfer to a non-interruptible schedule. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice. (2) A customer electing this optional rate shall have the right to transfer to the standard applicable rate at any time without additional charge for such transaction, except than any customer who requests this optional rate for the second time on the same premises will be required to sign a contract to remain on this rate for at least one (1) year.

Continued to Sheet No. 6.372

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 1999

Continued from Sheet No. 6.372

OPTIONAL PROVISION: Any customer served under this schedule may elect to have the Company minimize interruptions through the procedure described below. Such election must be made in writing to the Company and shall remain in effect until such time that the Company is notified in writing that the customer no longer desires that such procedure be employed by the Company.

Procedure: During periods when the Company would otherwise interrupt customers served under this schedule, the Company will attempt to purchase sufficient energy from other systems to prevent, in whole or in part, such interruptions. The customer agrees that whenever the Company is successful in making such purchases, the customer will pay, as part of its monthly service bill, an extra charge per kilowatt-hour for each kilowatt-hour consumed during the time of such purchase. The extra charge per kilowatt-hour shall be the amount per kilowatt-hour paid to the outside source less the amount per kilowatt-hour otherwise billed under this schedule, plus 2 mills (\$0.002) per kilowatt-hour.

PENALTY CLAUSE FOR TRANSFER WITHOUT FULL NOTICE: Any customer choosing to transfer to firm service from interruptible service without giving the full ~~five (5)~~ **three (3)** years notice shall pay a charge amounting to the difference between this rate and the applicable firm rate for the period of time immediately prior to the changeover that is equal to the period that the changeover will be less than the required notice period.

This penalty may be waived by the Company if the following two conditions can be demonstrated:

- 1) The customer has been on the IS rate for at least five (5) years.
- 2) It can be demonstrated that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on the Company's generation expansion plan.

PAYMENT OF BILLS: See Sheet No. 6.025.

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 1999

Continued from Sheet No. 6.611

Supplemental Demand - The amount, if any, by which the highest Site Load during any 30-minute interval in the month exceeds Normal Generation, but no greater than Metered Demand.

Contract Standby Demand - As established pursuant to the Tariff Agreement for the Purchase of Interruptible Standby and Supplemental Service. Anytime a customer registers a Standby Demand that is higher than the existing Contract Standby Demand, that Standby Demand will become the new Contract Standby Demand, beginning with the following period.

Standby Demand - The greater of Contract Standby Demand or the amount by which Metered Demand exceeds Supplemental Demand, but no greater than Normal Generation.

Actual Standby Billing Demand - The summation of the daily amounts by which the highest on-peak measured 30-minute interval KW demands served by the Company exceed the monthly Supplemental Demand.

Energy Units:

Energy provided by the Company during each 30-minute period up to the Supplemental Demand level shall be billed as Supplemental KWH. The remaining energy shall be billed as Standby KWH.

MINIMUM CHARGE: The Customer Facilities Charge, Local Facilities Reservation Charge, and Bulk Transmission Reservation Charge.

TERM OF SERVICE: Any customer receiving service under this schedule will be required to give the Company written notice at least ~~60~~ 36 months prior to transferring to a non-interruptible schedule. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice.

Continued to Sheet No. 6.613

Continued from Sheet No. 6.613

OPTIONAL PROVISION: Any customer served under this schedule may elect to have the Company minimize interruptions through the procedure described below. Such election must be made in writing to the Company and shall remain in effect until such time that the Company is notified in writing that the customer no longer desires that such procedure be employed by the Company.

Procedure: During periods when the Company would otherwise interrupt customers served under this schedule, the Company will attempt to purchase sufficient energy from other systems to prevent, in whole or in part, such interruptions. The customer agrees that whenever the Company is successful in making such purchases, the customer will pay, as part of its monthly service bill, an extra charge per kilowatt-hour for each kilowatt-hour consumed during the time of such purchase. The extra charge per kilowatt-hour shall be the amount per kilowatt-hour paid to the outside source less the amount per kilowatt-hour otherwise billed under this schedule, plus 2 mills (\$0.002) per kilowatt-hour.

PENALTY CLAUSE FOR TRANSFER WITHOUT FULL NOTICE: Any customer choosing to transfer to firm service from interruptible service without giving the full ~~five (5)~~ three (3) years notice shall pay a charge amounting to the difference between this rate and the applicable firm rate for the period of time immediately prior to the changeover that is equal to the period that the changeover will be less than the required notice period.

This penalty may be waived by the Company if the following two conditions can be demonstrated:

- 1) The customer has taken interruptible service for at least five (5) years.
- 2) It can be demonstrated that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on the Company's generation expansion plan.

PAYMENT OF BILLS: See Sheet No. 6.022.

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 1999

Continued from Sheet No. 6.622

MINIMUM CHARGE: The Customer Facilities Charge, Local Facilities Reservation Charge, and Bulk Transmission Reservation Charge.

TERM OF SERVICE: Any customer receiving service under this schedule will be required to give the Company written notice at least 60 ~~36~~ months prior to transferring to a non-interruptible schedule. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice.

TEMPORARY DISCONTINUANCE OF SERVICE: Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any customer prior to resuming service within 12 months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

POWER FACTOR: When the average power factor during the month is less than 85%, the monthly bill will be increased \$0.002 for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased \$0.001 for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

METERING LEVEL DISCOUNT: When the customer takes energy metered at subtransmission or higher voltage, a discount of 1% of the energy and demand charges will apply.

TRANSFORMER OWNERSHIP DISCOUNT: When the customer furnishes and installs all subtransmission or higher voltage to utilization voltage substation transformation, a discount of 23¢ per KW of Supplemental Demand and 21¢ per KW of Standby Demand will apply.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 60¢ per KW of Supplemental Demand and Standby Demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet Nos. 6.020 and 6.021.

Continued to Sheet No. 6.625

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 1999

Continued from Sheet No. 6.623

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021.**ENVIRONMENTAL COST RECOVERY CHARGE:** See Sheet Nos. 6.020 and 6.021.**FLORIDA GROSS RECEIPTS TAX:** See Sheet No. 6.021.**FRANCHISE FEE CHARGE:** See Sheet No. 6.021.

OPTIONAL PROVISION: Any customer served under this schedule may elect to have the Company minimize interruptions through the procedure described below. Such election must be made in writing to the Company and shall remain in effect until such time that the Company is notified in writing that the customer no longer desires that such procedure be employed by the Company.

Procedure: During periods when the Company would otherwise interrupt customers served under this schedule, the Company will attempt to purchase sufficient energy from other systems to prevent, in whole or in part, such interruptions. The customer agrees that whenever the Company is successful in making such purchases, the customer will pay, as part of its monthly service bill, an extra charge per kilowatt-hour for each kilowatt-hour consumed during the time of such purchase. The extra charge per kilowatt-hour shall be the amount per kilowatt-hour paid to the outside source less the amount per kilowatt-hour otherwise billed under this schedule, plus 2 mills (\$0.002) per kilowatt-hour.

PENALTY CLAUSE FOR TRANSFER WITHOUT FULL NOTICE: Any customer choosing to transfer to firm service from interruptible service without giving the full ~~five (5)~~ **three (3)** years notice shall pay a charge amounting to the difference between this rate and the applicable firm rate for the period of time immediately prior to the changeover that is equal to the period that the changeover will be less than the required notice period.

This penalty may be waived by the Company if the following two conditions can be demonstrated:

- 1) The customer has taken interruptible service for at least five (5) years.
- 2) It can be demonstrated that there is sufficient capacity to provide firm service to the customer and that allowing the customer to receive firm service will have no adverse effect on the Company's generation expansion plan.

PAYMENT OF BILLS: See Sheet No. 6.022.

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 1999

AUSLEY & MCMULLEN

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TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

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RECORDS AND
REPORTING

September 27, 2000

HAND DELIVERED

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

001487-EI

Re: Petition of Tampa Electric Company for Approval of Modification to Non-Firm
Electric Service Tariff Sheets

Dear Ms. Bayo:

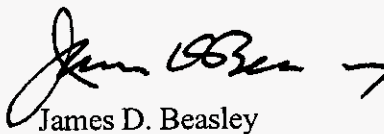
Enclosed for filing in the above-styled matter are the original and fifteen (15) copies of each of the following:

1. Petition of Tampa Electric Company for Approval of Modification to Non-Firm Electric Service Tariff Sheets.
2. Petition of Tampa Electric Company for Waiver of Rule 25-6.0438(8), Florida Administrative Code, Pertaining to Written Notice to Transfer to Firm Service.

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
Enclosures

RECEIVED & FILED


FPSC BUREAU OF RECORDS