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ATTORNEYS AND COUNSELORS AT LAW

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

090228-EG

April 23, 2009

HAND DELIVERED

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COMMISSION
CLERK

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

Re: Petition by Tampa Electric Company for approval of a pilot small
general service price responsive load management program
Docket No.

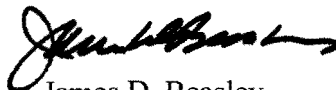
Dear Ms. Cole:

Enclosed for filing in the above docket are the original and fifteen (15) copies of Petition by Tampa Electric Company for approval of a pilot small general service price responsive load management program.

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/bjd
Enclosures

COM _____
ECR _____
GCL 2
OPC 1
RCP 1
SSC _____
SGA _____
ADM _____
CLK _____

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In re: Petition by Tampa Electric Company)
for Approval of a Pilot Small General Service)
Price Responsive Load Management Program)**

**DOCKET NO. 090228
Filed: April 23, 2009**

**PETITION BY TAMPA ELECTRIC COMPANY
FOR APPROVAL OF A PILOT SMALL GENERAL SERVICE
PRICE RESPONSIVE LOAD MANAGEMENT PROGRAM**

Tampa Electric Company ("Tampa Electric" or "the company") pursuant to Section 366.075, Florida Statutes and Rule 25-17.015 (4), Florida Administrative Code, files this petition with the Florida Public Service Commission ("the Commission") for approval of a pilot Small General Service Price Responsive Load Management program. In support of this petition the company states:

1. The name, address and telephone numbers of the petitioner are as follows:

Tampa Electric Company
Post Office Box 111
Tampa, FL 33601
(813) 228-4111
(813) 228-1770 (fax)

2. Tampa Electric requests that copies of all pleadings, orders, notices and other documents submitted in this proceeding be furnished to the following:

Paula Brown
Administrator, Regulatory Coordination
Tampa Electric Company
Post Office Box 111
Tampa, FL 33601
(813) 228-1444
(813) 228-1770 (fax)

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

3. In this petition, Tampa Electric seeks approval to (a) create a pilot Small General Service ("GS") Price Responsive Load Management Program, (b) implement appropriate tariff

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FPSC-COMMISSION CLERK

sheets regarding this pilot, and (c) allow Tampa Electric to recover expenses for the pilot program through the Energy Conservation Cost Recovery (“ECCR”) clause.

4. In Docket No. 070056-EG, Order No. PSC-07-0740-TRF-EG, issued September 17, 2007, the Commission approved Tampa Electric’s request for permanent status of its pilot Residential Price Responsive Load Management Program. The pilot was designed to determine the magnitude of reduction of weather sensitive peak loads that could be attained through offering customers a time-sensitive, multi-tiered rate in conjunction with control and communication devices installed in their residences. The pilot program demonstrated that the Residential Price Responsive Load Management Program is monitorable and cost-effective and provides energy savings unique to the program. Consequently it was granted permanent program status.

5. With the success of the residential program, Tampa Electric has been exploring the potential to provide this same type load management service to small commercial customers who take service under the company’s GS tariff rate schedules. The company believes that there is a significant subset of customers under these schedules that could benefit from such service, and the provision of price responsive load management to such customers would provide conservation and load management benefits to the system.

6. Tampa Electric desires to open this proposed pilot program to evaluate whether and what type of customers in the GS tariff rate schedules would benefit from this load management service. GS customers have not previously been offered load management options of this nature and are an underutilized source of conservation and load management opportunities. If successful, the company would then petition the Commission to make this service permanent.

7. Functionality of the pilot program will be identical to the permanent residential program. In specific, the pilot program will utilize the same rates and time elements for the four-tiered structure of the pricing tiers. The small GS pilot group will be a maximum of 50 participants representing a diverse group of customers. The duration of the pilot is anticipated to be 18 months to allow for adequate data collection and evaluation. Due to the established infrastructure of the residential program and the experience gained through its implementation, the magnitude of program costs is anticipated to be approximately \$286,000. This amount will be managed through the general research and development program that is integral to the company's 2005 – 2014 DSM Plan approved by the Commission in Docket No. 040033-EG, Order No. PSC-05-0181-PAA-EG, issued February 16, 2005.

8. Appendix A to this petition includes tariff revisions necessary to implement Tampa Electric's proposed pilot, in both clean and legislative format. These tariff revisions reflect certain pricing decisions established in Docket No. 080317-EI; therefore, the company asks for their approval to be subsequent to May 7, 2009.

9. It is anticipated that the overall rates for the four tiers of the pilot will change annually and be established during the cost recovery hearings in November of each year prior to their effective date in the following January, just as they are for the Residential Price Responsive Load Management Program. Documentation supporting the proposed rates for the next year will be a component of Tampa Electric's annual ECCR Projection Filing.

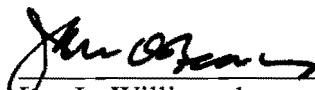
10. Tampa Electric is not aware of any disputed issues of material fact relative to the DSM pilot proposed herein. Tampa Electric's proposed pilot Small GS Price Responsive Load Management Program should be approved, including the Tariff revisions to Sheet Nos. 6.580, 6.585, 6.590, 7.790, and 7.795 (Appendix A), which are necessary to implement the program.

The Commission should authorize recovery of reasonable and prudent expenditures associated with Tampa Electric's proposed pilot through the company's ECCR clause. The statutes and rule which entitle Tampa Electric to relief are Sections 366.82(2), 366.06(1), and Florida Administrative Code Rule 25-17.0021.

WHEREFORE, Tampa Electric respectfully requests that the Commission: (1) approve Tampa Electric's proposed pilot Small GS Price Responsive Load Management Program as well as the Tariff revisions in Appendix A, (2) authorize Tampa Electric to recover through its ECCR clause reasonable and prudent expenditures associated with the implementation of the proposed pilot, and (3) grant such other relief as may be appropriate. Further, Tampa Electric requests expedited treatment of this petition so that Tampa Electric may move forward initiating this promising pilot program before the 2009 summer peak period starts.

DATED this 23rd day of April, 2009.

Respectfully submitted,



Lee L. Willis and
James D. Beasley
Ausley & McMullen
Post Office Box 391
Tallahassee, FL 32302
(850) 224-9115
ATTORNEYS FOR TAMPA ELECTRIC
COMPANY

TARIFF SHEETS

APPENDIX “A”

CLEAN & LEGISLATIVE FORMAT

**GENERAL SERVICE VARIABLE PRICING PILOT****SCHEDULE:** GSVP-1**RATE CODE:** 203**AVAILABLE:** Available to customers eligible for Rate Schedule GS or GST whose premises meets certain equipment requirements described below.**APPLICABLE:** Resale is not permitted. Unmetered service is not permitted.**EQUIPMENT REQUIREMENTS:**

1. Touch-tone phone service. (Land line)
2. Service entrance panel or premises power panel rated at 200 amps or less.
3. Central heating and air conditioning that is compatible with Company installed energy management equipment. Premises must have central heating and cooling systems to be eligible for participation. Window units are not eligible.
4. Electric water heaters, decorative pumps, lighting controls or other devices controlled by equipment provided through the program must be no larger than 30 amps and 240 volts each and compatible with Company installed energy management equipment.
5. Electric wiring must be conducive to power line carrier messaging.
6. Premises must be located in an area capable of meeting a paging strength standard.
7. Existing meter configuration must be capable of incorporating the energy management equipment.

INSTALLATION AND REMOVAL: Energy Management equipment will be installed at the Customer's residence upon the Customer's initial request for service under Rate Schedule GSVP-1 at no charge to the Customer. If this same Customer requests service at the same residence under Rate Schedule GSVP-1 after returning to the Rate Schedule GS or GST, the Customer will be billed \$234.00 for installation costs and, thereafter, billed under Rate Schedule GSVP-1.

If a Customer has taken service under Rate Schedule GSVP-1 two separate times at the same residence then request to be moved back to Rate Schedule GS or GST, the Customer will be billed \$174.00 for removal costs and thereafter billed under Rate Schedule GS or GST.

CHARACTER OF SERVICE: Available for single-phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts. Service shall be metered through one metering device capable of measuring electrical energy consumption during the various times each energy demand charge is in effect.

Continued to Sheet No. 6.585

ISSUED BY: C. R. Black, President**DATE EFFECTIVE:**



Continued from Sheet No. 6.580

MONTHLY RATES:

Customer Facilities Charge: \$10.50
 Energy and Demand Charges: 4.637 ¢ per KWH (for all pricing periods)

MINIMUM CHARGE: The customer facilities charge.

FUEL CHARGE: See Sheet 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.

PAYMENT OF BILLS: See Sheet No. 6.022.

DETERMINATION OF PRICING PERIODS: Pricing periods are established by season for weekdays and weekends. The pricing periods for price levels P₁ (Low Cost Hours), P₂ (Moderate Cost Hours) and P₃ (High Cost Hours) are as follows:

<u>May through October</u>	<u>P₁</u>	<u>P₂</u>	<u>P₃</u>
Weekdays	11 P.M. to 6 A.M.	6 A.M. to 1 P.M. 6 P.M. to 11 P.M.	1 P.M. to 6 P.M.
Weekends	11 P.M. to 6 A.M.	6 A.M. to 11 P.M.	-----
<u>November through April</u>	<u>P₁</u>	<u>P₂</u>	<u>P₃</u>
Weekdays	11 P.M. to 5 A.M.	5 A.M. to 6 A.M. 10 A.M. to 11 P.M.	6 A.M. to 10 A.M.
Weekends	11 P.M. to 6 A.M.	6 A.M. to 11 P.M.	-----

The pricing periods for price level P₄ (Critical Cost Hours) shall be determined at the sole discretion of the Company. Level P₄ hours shall not exceed 134 hours per year.

Continued to Sheet No. 6.590

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



Continued from Sheet No. 6.585

The pricing period for the following observed holidays will be the same as the weekend hour price levels for the month in which the holiday occurs: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 0.145¢ per KWH of billing energy. This charge is in addition to the compensation the customer must make to the Company as contribution-in-aid of construction.

TERM OF SERVICE: The initial term of service under this rate shall be for a period of one year to be continued thereafter unless terminated by the customer with thirty days written notice.

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



**TARIFF AGREEMENT FOR THE GENERAL SERVICE VARIABLE PRICING
LOAD MANAGEMENT PILOT**

This agreement is made and entered into this _____ day of _____, 20__, by and between _____, (hereinafter called the Customer) and Tampa Electric Company, a corporation organized in and existing under the laws of the State of Florida, (hereinafter called the Company).

WITNESSETH:

That for and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Customer chooses to take service pursuant to Tampa Electric Company's General Service Variable Pricing Load Management Pilot which has been approved by The Florida Public Service Commission. This program includes service and under the Company's Rate Schedule GSVP-1, on file with and approved by the Florida Public Service Commission.
2. Tampa Electric Company will provide the necessary energy management equipments for use on the Customer's premises for the duration of the contract. Customer will be responsible for any willful damages to Company-owned energy management equipment installed at the Customer's premises.
3. The Customer will provide reasonable access for installing, inspecting, testing, and/or removing Company-owned equipment. Fees, where applicable for installation and removal of Company-owned equipment, are described in Rate Schedule GSVP-1 and are incorporated as part of this agreement.
4. The Customer's electrical equipment and appliances are in good working condition as determined at the sole discretion of Tampa Electric Company. Tampa Electric will not be responsible for the repair, maintenance, or replacement of the Customer's electrical equipment or appliances.
5. Billing under Rate Schedule GSVP-1 will commence after the installation, inspections, and testing of the equipment, and will continue for a period of one year and thereafter until terminated by the Customer with 30 days notice. Rate Schedule GSVP-1 is incorporated as a part of this agreement. Customer hereby acknowledges having received and reviewed the rates, terms, and conditions contained in Rate Schedule GSVP-1.

Continued to Sheet No. 7.795

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



Continued from Sheet No. 7.790

Customer understands and acknowledges that this rate schedule as well as the rates, terms, and conditions therein are subject to periodic change by the Florida Public Service Commission and such changes will be applicable to the Customer.

- 6. This agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.
- 7. The programmable thermostat will be removed by the Company if the Customer returns to service under Rate Schedule GS or GST. The Customer is responsible for providing a replacement thermostat.

IN WITNESS THEREOF, the Customer and the Company have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Customer: _____

Tampa Electric Company Representative

By/Title: _____

By/Title: _____

Signature: _____

Signature: _____

Street Address: _____

City, State, Zip: _____

Property Owner: _____

By/Title: _____

Signature: _____

Date: _____



GENERAL SERVICE VARIABLE PRICING PILOT

SCHEDULE: GSVP-1

RATE CODE: 203

AVAILABLE: Available to customers eligible for Rate Schedule GS or GST whose premises meets certain equipment requirements described below.

APPLICABLE: Resale is not permitted. Unmetered service is not permitted.

EQUIPMENT REQUIREMENTS:

1. Touch-tone phone service. (Land line)
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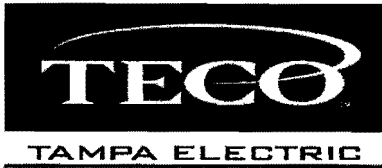
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DATE EFFECTIVE:



Continued from Sheet No. 6.585

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TERM OF SERVICE: The initial term of service under this rate shall be for a period of one year to be continued thereafter unless terminated by the customer with thirty days written notice.



TARIFF AGREEMENT FOR THE GENERAL SERVICE VARIABLE PRICING
LOAD MANAGEMENT PILOT

This agreement is made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter called the Customer) and Tampa Electric Company, a corporation organized in and existing under the laws of the State of Florida, (hereinafter called the Company).

WITNESSETH:

That for and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Customer chooses to take service pursuant to Tampa Electric Company's General Service Variable Pricing Load Management Pilot which has been approved by The Florida Public Service Commission. This program includes service and under the Company's Rate Schedule GSVP-1, on file with and approved by the Florida Public Service Commission.
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ISSUED BY: C. R. Black, President

DATE EFFECTIVE:



Continued from Sheet No. 7.790

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6. This agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.

7. The programmable thermostat will be removed by the Company if the Customer returns to service under Rate Schedule GS or GST. The Customer is responsible for providing a replacement thermostat.

IN WITNESS THEREOF, the Customer and the Company have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Customer: _____ Tampa Electric Company Representative

By/Title: _____ By/Title: _____

Signature: _____ Signature: _____

Street Address: _____

City, State, Zip: _____

Property Owner: _____

By/Title: _____

Signature: _____

Date: _____