

AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

123 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

April 5, 2013

HAND DELIVERED

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

RECEIVED-FPSC
13 APR -5 AM 8:31
COMMISSION
CLERK

Re: Petition for Rate Increase by Tampa Electric Company
FPSC Docket No. 130040-EI

Dear Ms. Cole:

Enclosed for filing in the above docket, on behalf of Tampa Electric Company, are the original and twenty (20) copies of each of the following:

1. Petition of Tampa Electric Company
 2. Direct Testimony and Exhibit of Gordon L. Gillette - DN 01679-13
 3. Direct Testimony and Exhibit of Sandra W. Callahan - DN 01680-13
 4. Direct Testimony and Exhibit of Robert B. Hevert - DN 01681-13
 5. Direct Testimony and Exhibit of Lorraine L. Cifuentes - DN 01682-13
 6. Direct Testimony and Exhibit of Eric Fox - DN 01683-13
 7. Direct Testimony and Exhibit of Mark J. Hornick - DN 01684-13
 8. Direct Testimony and Exhibit of J. Brent Caldwell - DN 01685-13
 9. Direct Testimony and Exhibit of S. Beth Young - DN 01686-13
 10. Direct Testimony and Exhibit of Brad J. Register - DN 01687-13
 11. Direct Testimony and Exhibit of Steven P. Harris - DN 01688-13
 12. Direct Testimony and Exhibit of Edsel L. Carlson, Jr. - DN 01689-13
 13. Direct Testimony and Exhibit of Jeffrey S. Chronister - DN 01690-13
 14. Direct Testimony and Exhibit of William R. Ashburn - DN 01691-13
 15. MFR Schedule A - Executive Summary - DN 01692-13
 16. MFR Schedule B - Rate Base - DN 01693-13
 17. MFR Schedule C - Net Operating Income - DN 01694-13
 18. MFR Schedule D - Cost of Capital - (Redacted MFR Schedule D-2) - DN 01695-13
 19. MFR Schedule E - Cost of Service and Rate Design - DN 01696-13
 20. MFR Schedule E - Rate Schedules - DN 01697-13
- Jurisdictional Separation Study and Cost of Service Studies - Volume I

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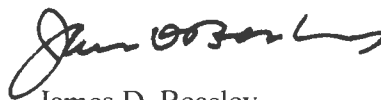
FPSC-COMMISSION CLERK

21. MFR Schedule E – Rate Schedules
Class Cost of Service Studies – Volume II -DN 01698-13
22. MFR Supplemental Schedule E-13D
Lighting Incremental Cost Study 2013 – Volume III -DN 01699-13
23. MFR Schedule F – Miscellaneous – Volumes I through V -DN 01700-13 thru 01704-13

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,



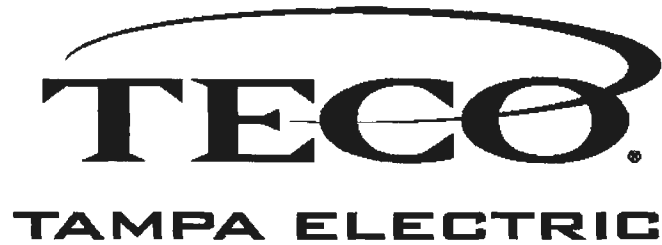
James D. Beasley

JDB/pp
Enclosures

cc: Martha Barrera/Martha Brown
J. R. Kelly (w/encls.)
Jon C. Moyle, Jr. (w/encls.)

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 130040-EI

IN RE: TAMPA ELECTRIC COMPANY'S
PETITION FOR AN INCREASE IN BASE RATES
AND MISCELLANEOUS SERVICE CHARGES



COM	<u>5</u>
AFD	<u>1</u>
APA	<u>1</u>
ECO	<u>10</u>
ENG	<u>1</u>
GCL	<u>1</u>
IDM	<u> </u>
TEL	<u> </u>
CLK	<u>1</u>

PETITION

INCLUDING TARIFF SHEETS
AND RATE SCHEDULES

DOCUMENT NUMBER DATE

01679 APR-5 2

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric Company)
for an increase in its base rates and service)
charges and approval of a fair and)
reasonable rate of return.)
_____)

DOCKET NO. 130040-EI

FILED: April 5, 2013

PETITION OF TAMPA ELECTRIC COMPANY

Tampa Electric Company ("Tampa Electric" or "company") files this, its Petition for a permanent increase in its base rates and miscellaneous service charges, pursuant to Section 366.06, Florida Statutes, and Rules 25-6.0425 and 25-6.043, Florida Administrative Code, and in support thereof respectfully represents that:

1. Tampa Electric is a Florida corporation which is a wholly owned subsidiary of TECO Energy, Inc. with its headquarters located at 702 North Franklin Street, Tampa, Florida. Tampa Electric is an investor-owned electric utility operating under the jurisdiction of the Florida Public Service Commission (the "Commission") pursuant to the provisions of Chapter 366, Florida Statutes. The company provides generation, transmission, and distribution service to approximately 684,000 retail customers in Hillsborough and portions of Polk, Pasco, and Pinellas counties.

2. The company's last full revenue requirements proceeding was filed August 11, 2008. The Commission issued its Order No. PSC-09-0283-FOF-EI in Docket No. 080317-EI on April 30, 2009. Since the company's last base rate increase, Tampa Electric has experienced significant rate base growth while providing cost-effective, reliable electric service. In fact, by December 2014 the company will have over \$770 million of incremental rate base necessary to provide reliable electric service to its customers not reflected in the company's current base

DOCUMENT NO. DATE

01679-13 4/5/13
FPSC - COMMISSION CLERK

rates. All this has taken place during a period where customer usage has declined and customer growth rates have remained flat or shown modest growth due to the prolonged recession and housing downturn. Thus, revenue growth has not been adequate to keep pace with the increases in the company's capital, O&M and depreciation expenses essential to serve customer needs. While the company has undertaken cost-savings initiatives and found productivity efficiencies, they are no longer sufficient for Tampa Electric to continue to effectively and reliably meet the electric needs of existing and new customers at current base rates. All of these factors have combined to create the need for an increase in base rates.

3. This Petition seeks a \$134.8 million permanent increase in base revenues and miscellaneous service revenues. No interim increase is requested. As of the date of this Petition, Tampa Electric is not aware of the existence of any disputed issues of material fact relative to the relief requested herein.

4. The projected period of January 1, 2014 through December 31, 2014 serves as the test year on which Tampa Electric has calculated its revenue deficiency in this case. The test year in a rate proceeding provides an appropriate period of utility operations that may be analyzed so the Commission can set reasonable rates for the period that new rates will be in effect. The period January 1, 2014 through December 31, 2014 has been used as the test year for preparing this case because it best represents expected future operations. As part of this petition, Tampa Electric seeks the Commission's approval of this test period as a reasonable representation of the company's expected future operations.

5. Tampa Electric is required by Section 366.03, Florida Statutes, to provide "reasonably sufficient, adequate and efficient service" to each person who applies for service in the company's service area. In order to provide reasonably sufficient, adequate and efficient

service to existing and new customers, Tampa Electric must build and maintain adequate and reliable generation, transmission and distribution systems. Tampa Electric is dedicated to the efficient use of energy and has aggressive conservation programs that have been very effective to date and which will continue to reduce future capital expenditures from what they would be without such programs. The company has also demonstrated its commitment to environmental performance and has significantly reduced its emission of sulfur dioxide, nitrogen oxide, particulate matter and mercury, and has significantly reduced greenhouse gas emissions from the company's major power plants.

6. The revenues of Tampa Electric from its present base rates will not be sufficient to cover the company's costs and provide an adequate return on invested capital. The company's jurisdictional 13-month average rate base for the period ended December 31, 2014 is projected to be \$4.3 billion. Tampa Electric's jurisdictional net operating income for the same period is projected to be approximately \$210 million using the company's rates currently in effect. The resulting adjusted jurisdictional rate of return on equity is projected to be 6.74 percent. To maintain financial integrity necessary to access capital markets to meet the company's extensive capital program, the company requests that it also be allowed an overall rate of return of 6.74 percent, which equals Tampa Electric's total cost of capital, including a return on common equity of 11.25 percent. The resulting required jurisdictional net operating income is \$292,514,000.

7. Tampa Electric attaches and incorporates herein by reference appropriate tariff sheets, including new rate schedules designed to produce the additional revenue sought by this petition and needed to give the company a realistic opportunity to earn a fair and reasonable rate of return. Such tariff sheets and schedules are attached as Appendix "A".

8. Tampa Electric is also simultaneously filing with this petition, and as a part hereof, Minimum Filing Requirements ("MFRs") containing the information required by Rule 25-6.0431(1)(b), Florida Administrative Code. Pursuant to Rule 25-6.043(1), Florida Administrative Code, Tampa Electric has compiled the MFRs by following the policies, procedures and guidelines prescribed by the Commission in relevant rules and/or in the company's last rate case. Additionally, the supporting testimony and exhibits of Tampa Electric witnesses are being pre-filed contemporaneously with this petition so that the Commission will have the immediate opportunity to begin its review of the company's case.

9. Subsection (3) of Section 366.06, Florida Statutes, is sometimes referred to as "the file and suspend law." The Florida Supreme Court has said that the file and suspend law was "expressly designed to reduce so-called regulatory lag in full rate proceedings." Citizens v. Mayo, 333 So.2d 1 (Fla. 1976). The purpose of the statute is accomplished by providing "a series of alternatives for the Commission whenever, in conjunction with a general rate increase request for which a full rate proceeding is required, a utility company seeks immediate financial relief." Id., at 4.

10. The Commission's alternatives under Section 366.06, Florida Statutes, are as follows:

- A. The Commission may take no affirmative action to suspend the new rates within sixty (60) days, in which event the new rates become effective without bond or corporate undertaking.
- B. Within sixty (60) days after the filing of the new rates, the Commission may suspend all or part of the new rates. The suspension would continue from day to day pending final decision.

- C. The rates not suspended would become effective and continue until the final order of the Commission.
- D. If the final order is not entered within eight (8) months of the filing of the Petition and rate schedules, the proposed rates will become effective under bond or corporate undertaking.
- E. If final Commission action is not taken within twelve (12) months of the filing of the minimum filing requirements, the proposed rates become final.

11. While an increase to the storm damage reserve is something the company considered and is supported by a detailed storm study prepared by a witness in this proceeding, the company is seeking to maintain its currently approved annual storm damage reserve accrual of \$8 million but increase the target reserve amount from \$64 million to \$100 million to more realistically manage the cost of damage to the company's uninsured T&D assets and property deductibles associated with damage to insured assets such as substations and generating facilities.

12. The total revenue increase requested by the company for 2014 is \$134.8 million.

13. Copies of all notices and pleadings with respect to this petition should be furnished to:

James D. Beasley
J. Jeffry Wahlen
Kenneth R. Hart
Ashley M. Daniels
Ausley & McMullen
Post Office Box 391
Tallahassee, Florida 32302
(850) 224-9115
(850) 222-7560 (fax)
jbeasley@ausley.com
jwahlen@ausley.com
khart@ausley.com
adaniels@ausley.com

Paula K. Brown, Manager
Regulatory Affairs
Tampa Electric Company
Post Office Box 111
Tampa, Florida 33601
(813) 228-1444
(813) 228-1770 (fax)
regdept@tecoenergy.com

WHEREFORE, Tampa Electric respectfully prays that this Commission will:

- (1) Forthwith consent to the operation of new permanent rate schedules and tariff sheets filed as Appendix "A", pursuant to Section 366.06(3), Florida Statutes, and thereby permit the collection of an additional \$133.6 million in annual base sales revenues and \$1.2 million in miscellaneous service charge revenues for a total increase in 2014 of \$134.8 million when the new rates are put into effect;
- (2) If the Commission does not consent to the company putting the new permanent rate schedules and tariff sheets filed herewith into operation and effect in whole as requested in Paragraph (1) above, then set this matter for any early hearing for purposes of granting permanent relief, and entering its final decision before December 5, 2013, in accordance with controlling statutes and court decisions, so as to adequately protect the financial integrity of the company by giving it a reasonable opportunity to earn such fair rate of return as may be fixed by the Commission in this proceeding;


- (3) Find that the company's present rates are insufficient to yield a fair and reasonable rate of return and the company is not earning a fair rate of return;
- (4) Authorize the company to revise and increase its base rates and service charges by \$134.8 million on an annual basis so that Tampa Electric will have an opportunity to earn a fair overall rate of return, including a rate of return on common equity of 11.25 percent, thereby enabling the company to maintain its financial integrity and its ability to serve the public adequately and efficiently;
- (5) Approve the relevant tariff sheets and rate schedules attached to this petition as Appendix "A" and filed herewith;
- (6) Provide all relief as is proper and authorized to provide fair and reasonable rates and charges and provide Tampa Electric an opportunity to earn a fair and reasonable rate of return;
- (7) Grant to the company such other and further relief as the Commission may find to be reasonable and proper pursuant to the authority granted to the Commission under Chapter 366, Florida Statutes.

DATED this 5 day of April, 2013.

Respectfully submitted

TAMPA ELECTRIC COMPANY

By: 
Gordon L. Gillette, President


JAMES D. BEASLEY
J. JEFFRY WAHLEN
KENNETH R. HART
ASHLEY M. DANIELS
Ausley & McMullen
123 South Calhoun Street
Post Office Box 391
Tallahassee, Florida 32302
(850) 224-9115

**ATTORNEYS FOR TAMPA ELECTRIC
COMPANY**

STATE OF FLORIDA

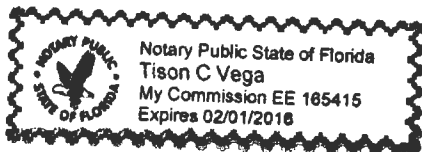
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared Gordon L. Gillette, who being by me first duly sworn, says that he is the President of Tampa Electric Company, is duly qualified and that he executed the foregoing Petition in such capacity, and that he is authorized to execute the Petition and to make this oath thereto; that he is acquainted with the matters and facts stated in the Petition and they are true to the best of his knowledge and belief; and that, insofar as they are derived from or are dependent upon the knowledge of others, he verily believes them to be true.



Gordon L. Gillette, President

SWORN TO AND SUBSCRIBED before me this 4th day of April, 2013 at
Tampa, Hillsborough County, Florida.



NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

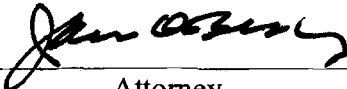
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing Petition and Minimum Filing Requirements have been furnished by hand delivery on April 5, 2013 to the following:

J. R. Kelly
Public Counsel
Room 812
111 West Madison Street
Tallahassee, FL 32399-1400

Jon C. Moyle, Jr.
Moyle Law Firm, P.A.
The Perkins House
118 North Gadsden Street
Tallahassee, FL 32301

Copies are available for public inspection at the company's headquarters located at 702 North Franklin Street, Tampa, Florida.

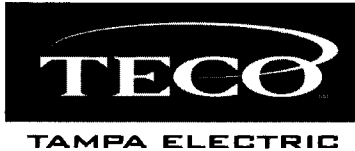


Attorney

TAMPA ELECTRIC COMPANY
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 130040-EI
PROPOSED TARIFF SHEETS
AND RATE SCHEDULES

Designed to produce an additional
\$134.8 million in additional gross revenues
For the test year ended
December 31, 2014

APPENDIX "A"



TWELFTH REVISED SHEET NO. 3.030
CANCELS ELEVENTH REVISED SHEET NO. 3.030

SERVICE CHARGES

1. An Initial Connection Charge of \$75.00 is applicable for the initial establishment of service to a premises.
2. The appropriate Connection Charge shown below shall apply to the subsequent re-establishment of service to a premises for which service has not been disconnected due to non-payment or violation of Company or Commission Rules. For purposes of these charges, normal working hours are Monday through Friday, 7:00 a.m. to 6:00 p.m., excluding holidays.
 - a. A Connection Charge of \$28.00 shall apply to the re-establishment of service to a premises. The service work will be performed during normal working hours on the next business day following the customer's request for service unless the customer requests a later service date.
 - b. A Connection Charge of \$75.00 shall apply to the re-establishment of service to a premises performed by the Company to accommodate a special request by the customer for same day service. Such special request must be made prior to 6:00 p.m. of that day.
 - c. A Connection Charge of \$300.00 shall apply to the re-establishment of service to a premises performed by the Company on a Saturday, between 8:00 a.m. and 12:00 noon, to accommodate a special request by the customer for service during that time.
3. The appropriate Reconnect after Disconnect Charge shown below shall apply to the re-establishment of service after service has been disconnected due to non-payment or violation of Company or Commission Rules:
 - a. For service which has been disconnected at the point of metering, the Reconnect after Disconnect Charge is \$55.00.
 - b. For service which has been disconnected at a point distant from the meter, the Reconnect after Disconnect Charge is \$165.00.
4. A Field Visit Charge of \$25.00 may be assessed and applied to the customer's first billing for service at a particular premises following the occurrence of any of the events described below:

Continued to Sheet No. 3.032



FIRST REVISED SHEET NO. 3.032
CANCELS ORIGINAL SHEET NO. 3.032

Continued from Sheet No. 3.030

- a. A Company representative visits the premises for the purpose of disconnecting service due to non-payment and instead makes other payment arrangements with the customer.
 - b. The customer has requested service to be initially connected or reconnected and the Company upon arrival finds the premises is not in a state of readiness or acceptable condition to be energized.
 - c. The customer or his representative has made an appointment with the Company to discuss the design, location, or alteration of his service arrangement at the premise and the Company maintains such an appointment, but finds the customer/representative is not present for such discussion.
5. A Returned Check Charge as allowed by Florida Statute 68.065 shall apply for each check or draft dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the Returned Check Charge.
 6. Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge. The Late Payment Charge for non-governmental accounts shall be the greater of \$5.00 or 1.5% for late payments over \$10.00 and 1.5% for late payments \$10.00 or less. Accounts of federal, state, and local governmental agencies and instrumentalities are subject to a Late Payment Charge at a rate no greater than allowed, and in a manner permitted, by applicable law.
 7. A Tampering Charge of \$55.00 is applicable to a customer for whom the Company deems has undertaken unauthorized use of service and for whom the Company has not elected to pursue full recovery of investigative costs and damages as a result of the unauthorized use. This charge is in addition to any other service charges which may be applicable.

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



EIGHTH REVISED SHEET NO. 3.210
 CANCELS SEVENTH REVISED SHEET NO. 3.210

**GENERAL SERVICE
 INDUSTRIAL LOAD MANAGEMENT RIDER**

SCHEDULE: GSLM-2

APPLICABLE: At the option of the customer, to commercial and industrial customers on rate schedules GSD or GSDT who sign a Tariff Agreement for the Purchase of Industrial Load Management Rider Service.

MINIMUM QUALIFICATION: The minimum interruptible service provided under this rider is 500 kW.

LIMITATION OF SERVICE: The electric energy supplied under this schedule is subject to immediate and total interruption whenever any portion of such energy is needed by the Company for the requirements of its firm customers or to comply with requests for emergency power to serve the needs of firm customers of other utilities.

MONTHLY CHARGES: Unless specifically noted in this rider or within the Tariff Agreement or a Facilities Rental Agreement, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

MONTHLY CREDITS: An Interruptible Demand Credit will be applied each month (regardless of whether actual interruptions of service by the Company occur) to the regular bill submitted under the GSD or GSDT schedule. No credit will be applied to a minimum bill.

The Interruptible Demand Credit is the product of the Contracted Credit Value (CCV) (set forth in the Tariff Agreement for the Purchase of Industrial Load Management Rider Service) and the monthly Load Factor Adjusted Demand. The Load Factor Adjusted Demand shall be the product of the monthly Billing Demand and the monthly Billing Load Factor. The Billing Load Factor shall be the ratio of the Billing Energy to the monthly Billing Demand times the number of Billing Hours in the billing period. Billing Hours shall exclude any hours during which interruption of service occurred and no Optional Provision Energy was provided.

Continued to Sheet No. 3.215

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



SECOND REVISED SHEET NO. 3.220
CANCELS FIRST REVISED SHEET NO. 3.220

Continued from Sheet No. 3.215

SPECIAL PROVISIONS:

1. At the option of the Company, the customer may specify upon taking service that the interruptible load provisions of this rider be applicable only to a designated portion of the customer's load which shall be submetered, using a company approved submetering device for purposes of this rider, and the submetered values utilized to produce the billing determinants used in calculation of the credits provided for under this rider. During the term of service, the customer may request and the Company, subject to the penalty clause for transfer without full notice, may permit conversion of additional interruptible load to firm service.
2. The Company reserves the right to test the provisions of this rider once per year if there has not been occasion during the previous 12 months when the Company initiated an interruption. The Company shall give reasonable advance notice of any test to customers served under this rider.
3. When the customer increases the load served under this rider such that the Company must change out or increase the facilities installed for the specific use of the customer under this rider, a new Term of Service may be required under this rider at the option of the Company.
4. Customers requesting service under this rider will be accepted under a first-come, first-served basis subject to the opening of subscription load. An annual calculation of assessment of need to open up new subscription load under this rider shall be prepared and filed at the FPSC each year which shall establish, subject to FPSC approval, the CCV for the Standard Offer of New Interruptible Load.
5. When the customer's Initial Term of service runs out, that customer shall have a new CCV applied then for a new 36 month period. The credit applied shall be the one on file at that time at the FPSC. At any time, at the customer's discretion, the customer may request a new 36 month commitment whereupon their CCV shall be changed to the one then on file at the FPSC and a new Initial Term of 36 months shall be established.

Continued to Sheet No. 3.225

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FIFTH REVISED SHEET NO. 3.230
 CANCELS FOURTH REVISED SHEET NO. 3.230

**GENERAL SERVICE
 INDUSTRIAL STANDBY AND SUPPLEMENTAL LOAD MANAGEMENT RIDER**

SCHEDULE: GSLM-3

APPLICABLE: At the option of the customer, to commercial and industrial customers on rate schedules SBF or SBFT who sign a Supplemental Tariff Agreement for the Purchase of Industrial Standby and Supplemental Load Management Rider Service.

MINIMUM QUALIFICATION: The minimum interruptible service provided under this rider is 500 kW.

LIMITATION OF SERVICE: The electric energy supplied under this schedule is subject to immediate and total interruption whenever any portion of such energy is needed by the Company for the requirements of its firm customers or to comply with requests for emergency power to serve the needs of firm customers of other utilities.

MONTHLY CHARGES: Unless specifically noted in this rider or within the Tariff Agreement of a Facilities Rental Agreement, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

MONTHLY CREDITS: Interruptible Demand Credits will be applied each month (regardless of whether actual interruptions of service by the Company occur) to the regular bill submitted under the SBF or SBFT schedule.

The Interruptible Supplemental Demand Credit is the product of the Contracted Credit Value (CCV) (set forth in the Supplemental Tariff Agreement for the Purchase of Industrial Standby and Supplemental Load Management Rider Service) and the monthly Load Factor Adjusted Demand. The Load Factor Adjusted Demand shall be the product of the monthly Supplemental Billing Demand and the monthly Supplemental Billing Load Factor. The Billing Load Factor shall be the ratio of the Supplemental Energy to the monthly Supplemental Billing Demand times the number of Billing Hours in the billing period. Billing Hours shall exclude any hours during which interruption of service occurred and no Optional Provision Energy was provided.

Continued to Sheet No. 3.235

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



SECOND REVISED SHEET NO. 3.255
 CANCELS FIRST REVISED SHEET NO. 3.255

NET METERING SERVICE

SCHEDULE: NM-1

AVAILABLE: Entire Service Area.

APPLICABLE: This schedule is applicable to a customer who:

1. Takes retail electric service from Tampa Electric under an otherwise applicable rate schedule (OAS) at their premises;
2. Uses a renewable electrical generating facility ("Eligible Customer Generator") with a capacity of not more than 2,000 kilowatts that is located on the customer's owned, leased, or rented premises and that is intended primarily to offset part or all of the customer's own electrical requirements;
3. Is interconnected and operates in parallel with Tampa Electric's transmission or distribution systems; and
4. Provides Tampa Electric with a completed signed Standard Interconnection Agreement (SIA) for Tier 1, Tier 2 or Tier 3 Renewable Generator Systems.

A customer who owns, rents or leases a premises that includes an Eligible Customer Generator, that was previously approved by Tampa Electric for interconnection prior to the customer moving in and/or taking electric service with Tampa Electric (Change of Party Customer), will take service on this tariff as long as the requirements of this section are met. To be eligible, the Change of Party Customer must have a completed signed SIA.

At the NM-1 customer's sole discretion, service may be taken under one of Tampa Electric's standby rate schedules SBF or SBFT with or without GSLM-3, if it is not already their OAS.

MONTHLY RATE: All rates charged under this schedule will be in accordance with the Eligible Customer Generator's OAS. A Customer served under this schedule is responsible for all charges from its OAS including monthly minimum charges, basic service charges, meter charges, facilities charges, demand charges and surcharges. Charges for energy (kWh) supplied by Tampa Electric will be based on the net metered usage in accordance with Billing (see below).

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FOURTH REVISED SHEET NO. 4.010
CANCELS THIRD REVISED SHEET NO. 4.010

TECHNICAL TERMS AND ABBREVIATIONS

Alternating Current

An electric current that reverses its direction at regularly recurring intervals.

Ampere

The common unit of electric current flow.

Applicant

Any person, partnership, association, corporation or governmental agency controlling or responsible for the development of a new subdivision, business, industry, community, geographic area or dwelling unit and applying for the construction of electric facilities to serve such facility or the conversion, relocation or removal of existing electric facilities which serve such facility.

Authority Having Jurisdiction (AHJ)

A person or agency authorized to inspect and approve electrical installations.

Auxiliary Service

The type of electric service which is furnished or made available by the Company for a portion of a Customer's electrical energy requirements which ordinarily is furnished by the Customer from some other source of electrical supply.

Available Fault Current

The maximum current available from the utility source that may occur in a fault condition.

Avoided Costs

The incremental costs to an electric utility of electric energy or capacity or both which, but for the purchase from the qualifying facility or facilities, such utility would generate itself or purchase from another source.

Basic Service Charge

A charge comprised of the cost of meter and service equipment, a portion of the cost of distribution equipment (poles, wires, transformers) plus the recurring cost of reading the meter, calculating and mailing the bill, processing payment, and maintaining the customer's records.



SEVENTH REVISED SHEET NO. 4.040
CANCELS SIXTH REVISED SHEET NO. 4.040

Current

The volume of electric energy in amperes flowing through a conductor.

Customer

Any present or prospective user of the Company's electric service, his authorized representative (builder, architect, engineer, electrical contractor, etc.) or others for whose benefit the electric service under this tariff is made (property owner, landlord, tenant, renter, occupant, etc.). When electric service is desired at more than one location, each such location or delivery point shall be considered as a separate customer.

Delivery Point (Point of Attachment, Point of Delivery)

The point where the Company wiring interfaces with the customer wiring, and where the customer assumes the responsibility for further delivery and use of the electricity.

Delta Connection

A three-phase electrical connection where the electrical service is connected in a triangular configuration.

Demand

The magnitude of electric load of an installation. Demand may be expressed in kilowatts, kilovolt-amperes, or other suitable units.

Demand Charge

The specified charge to be billed on the basis of the demand under an applicable rate schedule.

Difficult Trenching Conditions

Trenching through soil which contains considerable rock, is unstable, has a high water table, and/or has obstructions that unduly impede trenching at normal speeds with machines or requires extensive hand digging or shoring.

Distribution System

Electric service facilities consisting of primary and secondary conductors, service laterals, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage (13 kV and below on the Company's system).

Drawing

Drawings illustrating technical specification and requirements for electric service are published separately in the Tampa Electric Standard Electrical Service Requirements Manual which is available upon request at any Tampa Electric Company office.

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



THIRD REVISED SHEET NO. 4.070
CANCELS SECOND REVISED SHEET NO. 4.070

Interconnection Costs

All costs associated with the change-out, upgrading or addition of protective devices, transformers, lines, services, meters, switches, and associated equipment and devices beyond those which would be required to provide normal service to the qualifying facility if no cogeneration were involved.

Kilovar (KVAR)

Reactive power is that portion of the apparent power which is not available to do work. Reactive power is required to furnish charging current to magnetic or electrostatic equipment connected to a system.

Kilovolt-Ampere (KVA)

It is the product of the volts times the amperes, divided by 1,000, where the amperes represent the vectorial sum of the ampere current that is in step with the alternating voltage (representing the current to do useful work) and the reactive ampere current flowing in the circuit.

Kilowatt (KW) (1000 watts)

A watt is the electrical unit of power or rate of doing work. It is equal to one ampere flowing under the pressure of one volt at unity power factor.

Kilowatt-Hour (KWH)

Kilowatts times time in hours.

Light-Emitting Diode (LED)

A semiconductor light source.

Line Extension

That extension of the circuit to be added to the existing circuit.

Load

- (1) The customer's equipment requiring electrical power.
- (2) The quantity of electric power required by the customer's equipment, usually expressed in kilowatts or horsepower.

Load Balance

An equally spread load over a multiphase system.

Load Center

The customer's circuit panel or distribution point.

Load Factor

The number of kilowatt-hours used for a given period of time divided by the product of the maximum kilowatt demand established during the period and the number of hours in the period.



TAMPA ELECTRIC

THIRD REVISED SHEET NO. 4.080
CANCELS SECOND REVISED SHEET NO. 4.080**Low-Density Subdivision**

A subdivision having a density of at least 1.0 dwelling units but less than 6 dwelling units per acre.

Lumen

A unit of light measurement. The intensity of light delivered by one standard candle at a distance of one foot is approximately one (1) lumen.

Luminaire

A lighting fixture for street and area lighting.

Main Distribution System

That part of the Company's Distribution System which does not include overhead service drops, underground service laterals or lighting systems.

Main Switch (Disconnect)

A customer-owned device used to disconnect the customer's total load from the Company's system.

Manufactured Home (includes Mobile Home and Trailer)

A factory assembled structure equipped with the necessary service connections and made so as to be readily moveable as a unit without a permanent foundation.

Metal Halide

A lamp using argon-xenon and mercury as a medium for street and area lighting.

Metering Room

A room in a customer's facility existing solely for the metering equipment.

Meter Socket Enclosure

A meter socket enclosure is a device that provides support and means of electrical connection to a watt-hour meter. It has a wiring chamber with provisions for conduit entrances and exits, and a means of sealing the meter in place.

Multiple Occupancy Buildings

A structure erected and formed of component structural parts and designed to contain five (5) or more individual dwelling units.

National Electrical Code (NEC)

The minimum standard for customer wiring as enacted by the National Fire Protection Association and enforced by local government.

Network

An arrangement of transformers and wiring effecting a highly reliable source of electrical energy in any given area.



FIFTH REVISED SHEET NO. 4.090
CANCELS FOURTH REVISED SHEET NO. 4.090

Overhead Service

Wiring and associated facilities normally installed by the Company on poles to serve the customer.

Ownership Line

The point where the Company's facilities connect with the customer's facilities.

Pedestal

A meter socket enclosure mounted on a post and fed from an underground source.

Power Factor

Ratio of kilowatts to kilovolt-amperes.

Premises

The property location of customer or Company equipment.

Primary Distribution Service

The delivery of electricity transformed from the transmission system to a distribution service voltage, typically 13kV, whereby the customer may utilize such voltage and is responsible for providing the transformation facilities to reduce the voltage for any secondary distribution service voltage requirement.

Primary Voltage

The voltage level in a local geographic area which is available after the Company has provided transformation from the transmission system.

Qualifying Facility

A cogenerator or small power producer which obtains qualifying status under Section 201 of PURPA and Subpart B of FERC regulations.

Raceway

A mechanical structure for supporting wiring, conduits or bus.

Rate Schedule

The approved standard used for calculation of bills.

Relay Service

Premium service supplied to a customer from more than one distinct source capable of automatic or customer controlled manual switching upon loss of the preferred source. A distinct source is a distribution source originating from a unique distribution substation transformer.



FOURTH REVISED SHEET NO. 4.100
CANCELS THIRD REVISED SHEET NO. 4.100

Renewable Energy

Electrical energy produced from renewable sources defined in applicable Florida Statutes.

Residential Service

Service to customers in private residences and individually metered apartments and condominiums when all energy is used for domestic purposes.

Right-of-Way

The established path for the installation of the Company's wiring on public property.

Rules and Regulations

The approved standards and methods for service to the Company's customers.

Rural

Outside the geographical limits of any incorporated cities, except areas which exhibit urban characteristics.

Secondary Distribution Service

The delivery of electricity transformed to the lowest utilized service voltage, typically ranging from 120 volts to 480 volts.

Service

- (1) The supply of the Company's product, "Electrical Energy", measured in kilowatt-hours and kilowatt demand.
- (2) The conductors and equipment for delivering energy from the electricity supply system to the wiring system of the premises served.

Service Area

The established geographical boundaries of the Company.

Service Drop

The overhead service conductor(s) from the last pole or other aerial support to and including the connections to the service entrance conductors at the building.

Service Entrance

That portion of the wiring system between the point of attachment to the Company's distribution system and the load side terminals of the main switch or switches. This will include the grounding equipment.

Service Equipment

The necessary equipment, usually consisting of circuit-breaker or switch, fuses and their accessories, located near the point of entrance of supply conductors to a building and intended to constitute the main control and means of disconnection for the supply to that building.



THIRD REVISED SHEET NO. 4.120
 CANCELS SECOND REVISED SHEET NO. 4.120

Townhouse

A single family dwelling unit in a group of such units contained in a building where each unit is separated only by fire walls. Each townhouse unit is normally constructed upon a separate lot and serviced with separate utilities.

Transformer

The device which changes voltage levels.

Transmission System

The network of high voltage lines and associated equipment, typically ranging from 69 kV to 230 kV, which are used to move electrical power from generating resources to load centers where it is transformed to a lower primary distribution voltage for distribution to customers.

Underground Commercial Distribution (UCD)

The wiring, transformers, and other related equipment required to distribute electrical energy to a commercial customer or customers.

Underground Residential Distribution (URD)

The wiring, transformers, and other related equipment required to distribute electrical energy to a residential customer or multiple residential customers.

Underground Service

The wiring system and associated equipment which is placed on or in the earth, as opposed to pole line construction.

Urban

Inside the geographical limits of an incorporated city, or having the characteristics of such an area in terms of use and density.

Vault

An isolated ventilated enclosure for electrical equipment with fire-resistant walls, ceiling and floor which personnel may enter and in which transformers and switching equipment are installed, operated, and maintained.

Voltage

The electrical pressure of a circuit expressed in volts. Generally, the nominal rating based on the maximum normal effective difference of potential between the conductors of a circuit.

Voltage Dip

A momentary reduction of voltage level.

Watt

The basic unit of electrical power (see Kilowatt).

Weatherhead

A device used at the service entrance to prevent water from entering the service mast or riser.

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



Wye Connection

A three-phase electrical connection where the equipment (i.e., transformer, load, etc.) is connected in a "Y" configuration. Also called a "star" connection.



SIXTH REVISED SHEET NO. 5.090
CANCELS FIFTH REVISED SHEET NO. 5.090

Continued from Sheet No. 5.080

2.2.5 LIMITATION ON CONSEQUENTIAL DAMAGES

The Customer shall not be entitled to recover from the Company for loss of use of any property or equipment, loss of profits or income, loss of production, rental expenses for replacement of property or equipment, diminution in value of property, expenses to restore operations, loss of goods or products, or any other consequential, indirect, unforeseen, incidental or special damages.

2.3 COMPANY EQUIPMENT ON PRIVATE PROPERTY

An easement will be required where necessary for the Company to locate its facilities on property not designated as a public right-of-way to serve the customer on whose property the facilities are to be located. Service drops, service laterals and area light services are the exception to the preceding rule. If a service drop is expected to serve future customers, an easement should be obtained. Easements will also be required where it is necessary for the Company's facilities to cross over property not designated as public right-of-way to serve customers other than the property owner. Normal distribution easements will be 15 feet wide, but easements will vary in dimensions depending upon the type of facility necessary. All matters pertaining to easements will be handled directly with the appropriate representative in the Company office serving the area in question.

In the event that the Company's facilities are located on a customer's property to serve the customer, and if it becomes desirable to relocate these facilities due to expansion of the customer's building or other facilities, or for other reasons initiated by the customer, the Company will, where feasible, relocate its facilities. The Company may require that all costs associated with the requested relocation or removal be charged to the customer making the request.

2.4 ELECTRIC SYSTEM RELOCATIONS

In subdivided property in general, the Company endeavors to locate its facilities such that they are in the immediate vicinity of a lot line. This may not be possible due to subdivision replatting or inability of the Company to so locate its facilities. In rural areas facilities are located so as to provide the most efficient electrical distribution system.

If a customer desires that a guy wire, pole or other facility be relocated, the Engineering Department at the nearest Company office should be contacted. Consideration will be given to each case; and if practicable, the Company will relocate such facility to the vicinity of the nearest lot line or to the desired location. The Company may require that all costs associated with the requested relocation or removal be charged to the customer making the request.

Continued to Sheet No. 5.100



SEVENTH REVISED SHEET NO. 5.180
CANCELS SIXTH REVISED SHEET NO. 5.180

Continued from Sheet No. 5.175

Where the company's facilities are reasonably adequate and of sufficient capacity to carry the actual loads normally imposed, the company may require that the equipment on the Customer's premises shall be such that the starting and operating characteristics will not cause an instantaneous voltage drop of more than 4% of the standard voltage, measured at the point of delivery, or cause objectionable flicker to other Customer's service.

2.17 EMERGENCY RELAY POWER SUPPLY

The Company will receive applications for emergency relay power supply service from existing and/or new customers and reserves the right to approve or disapprove each application based upon need, location, feasibility, availability and size of load.

After receiving approval, the Company will require that all costs of any duplication of additional facilities required by the customer in excess of the facilities normally furnished by the Company for a single source, single transformation, electric service installation, be charged to the customer making the request. This shall include the cost of existing facilities being reserved at a charge of \$30.94 per kW.

Customers requesting relay service through a single point of delivery to a multi-serviced facility, must ensure that all new occupants of the multi-serviced facility beyond the single point of delivery are aware of the obligation to pay charges associated with relay service. All existing occupants (i.e. occupants with leases predating the request for relay service to a multi-serviced facility) may choose not to pay the relay service charge at the time service is provided but must pay the charge upon renewal of the existing lease. Any unrecovered revenues related to the relay service charge will be billed to the customer requesting relay service for the multi-serviced facility.

Exceptions may be made by the Company when public safety is involved.

III. CUSTOMER SERVICES AND WIRING

3.1 GENERAL REQUIREMENTS FOR CUSTOMER WIRING

As previously stated, compliance of customer owned facilities with the requirements of the National Electrical Code will provide the customer with a safe installation, but not necessarily an efficient or convenient installation.

Continued to Sheet No. 5.181



TWENTY-THIRD REVISED SHEET NO. 6.010
CANCELS TWENTY-SECOND REVISED SHEET NO. 6.010

INDEX OF RATE SCHEDULES

<u>Schedule</u>	<u>Classification</u>	<u>Sheet No.</u>
	Additional Billing Charges	6.020
	Payment of Bills	6.022
RS	Residential Service	6.030
GS	General Service - Non Demand	6.050
GSD	General Service - Demand	6.080
TS	Temporary	6.290
GST	Time-of-Day General Service - Non-Demand (Optional)	6.320
GSDT	Time-of-Day General Service - Demand (Optional)	6.330
RSVP-1	Residential Service Variable Pricing	6.560
SBF	Firm Standby And Supplemental Service	6.600
SBFT	Time-of-Day Firm Standby And Supplemental Service (Optional)	6.605
CISR-2	Commercial/Industrial Service Rider	6.740
LS-1	Street and Outdoor Lighting Service	6.800

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



SIXTH-NINTH REVISED SHEET NO. 6.020
 CANCELS SIXTY-EIGHTH REVISED SHEET NO. 6.020

ADDITIONAL BILLING CHARGES

TOTAL FUEL AND PURCHASED POWER COST RECOVERY CLAUSE: The total fuel and purchased power cost recovery factor shall be applied to each kilowatt-hour delivered, and shall be computed in accordance with the formula prescribed by the Florida Public Service Commission. The following fuel recovery factors by rate schedule have been approved by the Commission:

<u>RECOVERY PERIOD</u> (January 2013 through December 2013)						
Rate Schedules	ϕ /kWh			ϕ /kWh	ϕ /kWh	ϕ /kWh
	Standard	Peak	Off-Peak	Energy Conservation	Capacity	Environmental
RS (up to 1,000 kWh)	3.369	-	-	0.298	0.232	0.558
RS (over 1,000 kWh)	4.369	-	-	0.298	0.232	0.558
RSVP-1, GSVP-1 (P ₁)	3.719	-	-	(2.274)	0.232	0.558
(P ₂)	3.719	-	-	(0.774)	0.232	0.558
(P ₃)	3.719	-	-	7.250	0.232	0.558
(P ₄)	3.719	-	-	31.460	0.232	0.558
GS, GST	3.719	3.861	3.664	0.284	0.214	0.557
TS	3.719	-	-	0.284	0.214	0.557
LS-1	3.697	-	-	0.160	0.060	0.553
GSD Optional						
Secondary	3.719	-	-	0.250	0.173	0.555
Primary	3.682	-	-	0.248	0.171	0.550
Subtransmission	3.645	-	-	0.245	-	0.544
Rate Schedules	ϕ /kWh			\$/kW	\$/kW	\$/kW
	Standard	Peak	Off-Peak	Energy Conservation	Capacity	Environmental
GSD, GSDT, SBF, SBFT						
Secondary	3.719	3.861	3.664	1.06	0.73	0.555
Primary	3.682	3.822	3.627	1.05	0.72	0.550
Subtransmission	3.645	3.784	3.591	1.04	0.72	0.544

Continued to Sheet No. 6.021



THIRTY-FIRST REVISED SHEET NO. 6.021
CANCELS THIRTIETH REVISED SHEET NO. 6.021

Continued from Sheet No. 6.020

CONTRACT CREDIT VALUE (CCV): This incentive is applicable to any commercial or industrial customer with interruptible loads of 500 kW or greater who qualify to participate in the company's GSLM 2 & 3 load management programs. The credit is updated annually. For 2013 the CCV will be \$6.81 per kW reduction at secondary voltage. Historical CCV rates for 2011 and 2012 are \$9.21 and \$9.82 respectively. Refer to Tariff sheets 3.210 and 3.230 for additional contract details.

FUEL CHARGE: Fuel charges are adjusted annually by the Florida Public Service Commission, normally in January.

ENERGY CONSERVATION COST RECOVERY CLAUSE: Energy conservation cost recovery factors recover the conservation related expenditures of the Company. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in Commission Rule 25-17.015, F.A.C. For rate schedules, RS, RSVP, GS, GST, and GSD Optional, cost recovery factors shall be applied to each kilowatt-hour delivered. For rate schedules, GSD, GSDT, SBF and SBFT, cost recovery factors shall be applied on a kilowatt basis to the billing demand or supplemental billing demand and to the greater of the standby demand times 12% or the actual standby demand times 4.76%.

CAPACITY COST RECOVERY CLAUSE: In accordance with Commission Order No. 25773, Docket No. 910794-EQ, issued February 24, 1992, the capacity cost recovery factors shall be applied to each kilowatt-hour delivered for rate schedules, RS, RSVP, GS, GST, and GSD Optional. For rate schedules, GSD, GSDT, SBF and SBFT, the cost recovery factors shall be applied to each kilowatt of billing demand and supplemental billing demand and to the greater of the standby demand times 12% or the actual standby demand times 4.76%.

ENVIRONMENTAL COST RECOVERY CLAUSE: In accordance with Commission Order No. PSC-96-1048-FOF-EI, Docket No. 960688-EI, issued August 14, 1996, the environmental cost recovery factors shall be applied to each kilowatt-hour delivered.

FLORIDA GROSS RECEIPTS TAX: In accordance with Section 203.01 of the Florida Statutes, a factor of 2.5641% is applicable to electric sales charges for collection of the state gross receipts tax.

FRANCHISE FEE ADJUSTMENT: Customers taking service within franchised areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the Customers' pro rata share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the customer is located, plus the appropriate gross receipts taxes and regulatory assessment fees resulting from such additional revenue.

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



EIGHTEENTH REVISED SHEET NO. 6.030
 CANCELS SEVENTEENTH REVISED SHEET NO. 6.030

RESIDENTIAL SERVICE

SCHEDULE: RS

RATE CODE: 110, 111, 120, 121, 130, 131, 170, 171, 180, 181.

AVAILABLE: Entire service area.

APPLICABLE: To residential consumers in individually metered private residences, apartment units, and duplex units. All energy must be for domestic purposes and should not be shared with or sold to others. In addition, energy used in commonly-owned facilities in condominium and cooperative apartment buildings will qualify for this rate schedule, subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owners' benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the customer to whom the Company can render its bills for said service.

Resale not permitted.

LIMITATION OF SERVICE: This schedule includes service to single phase motors rated up to 7.5 HP. Three phase service may be provided where available for motors rated 7.5 HP and over.

MONTHLY RATE:

Basic Service Charge:

\$15.00

Energy and Demand Charge:

First 1,000 kWh	5.078¢ per kWh
All additional kWh	6.078¢ per kWh

MINIMUM CHARGE: The Basic Service Charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

Continued to Sheet No. 6.031

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



TAMPA ELECTRIC

TWENTIETH REVISED SHEET NO. 6.050
 CANCELS NINETEENTH REVISED SHEET NO. 6.050

GENERAL SERVICE - NON DEMAND

SCHEDULE: GS

RATE CODE: 200, 201, 920.

AVAILABLE: Entire service area.

APPLICABLE: For lighting and power in establishments not classified as residential whose energy consumption has not exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. For any billing period that exceeds 35 days, the energy consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: Single or 3 phase, 60 cycles and approximately 120 volts or higher, at Company's option.

LIMITATION OF SERVICE: All service under this rate shall be furnished through one meter. Standby service permitted on Schedule GST only.

MONTHLY RATE:

Basic Service Charge:

Metered accounts	\$18.00
Un-metered accounts	\$15.00

Energy and Demand Charge:

5.390¢ per kWh

MINIMUM CHARGE: The Basic Service Charge.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 0.170¢ per kWh of billing energy. 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. 6.051

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



NINETEENTH REVISED SHEET NO. 6.080
 CANCELS EIGHTEENTH REVISED SHEET NO. 6.080

GENERAL SERVICE - DEMAND

SCHEDULE: GSD

RATE CODE: 360, 364, 365.

AVAILABLE: Entire service area.

APPLICABLE: To any customer whose energy consumption has exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. Also available to customers with energy consumption at any level below 9,000 kWh per billing period who agree to remain on this rate for at least twelve (12) months. For any billing period that exceeds 35 days, the energy consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard Company voltage.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

MONTHLY RATE:

STANDARD

OPTIONAL

Basic Service Charge:

Secondary Metering Voltage \$ 30.00
 Primary Metering Voltage \$130.00
 Subtrans. Metering Voltage \$990.00

Basic Service Charge:

Secondary Metering Voltage \$ 30.00
 Primary Metering Voltage \$130.00
 Subtrans. Metering Voltage \$990.00

Demand Charge:

\$9.50 per kW of billing demand

Demand Charge:

\$0.00 per kW of billing demand

Energy Charge:

1.829¢ per kWh

Energy Charge:

6.468¢ per kWh

The customer may select either standard or optional. Once an option is selected, the customer must remain on that option for twelve (12) consecutive months.

Continued to Sheet No. 6.081

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



SEVENTEENTH REVISED SHEET NO. 6.081
CANCELS SIXTEENTH REVISED SHEET NO. 6.081

Continued from Sheet No. 6.080

BILLING DEMAND: The highest measured 30-minute interval kW demand during the billing period.

MINIMUM CHARGE: The Basic Service Charge and any Minimum Charge associated with optional riders.

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: Power factor will be calculated for customers with measured demands of 1,000 kW or more in any one billing period out of twelve (12) consecutive billing periods ending with the current billing period. 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 VOLTAGE ADJUSTMENT: When the customer takes energy metered at primary voltage, a discount of 1% will apply to the Demand Charge, Energy Charge, Delivery Voltage Credit, Power Factor billing, Emergency Relay Power Supply Charge, and any credits from optional riders.

When the customer takes energy metered at subtransmission or higher voltage, a discount of 2% will apply to the Demand Charge, Energy Charge, Delivery Voltage Credit, Power Factor billing, Emergency Relay Power Supply Charge, and any credits from optional riders.

DELIVERY VOLTAGE CREDIT: When a customer under the standard rate takes service at primary voltage, a discount of 80¢ per kW of billing demand will apply. A discount of \$2.50 per kW of billing demand will apply when a customer under the standard rate takes service at subtransmission or higher voltage.

Continued to Sheet No. 6.082

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FOURTH REVISED SHEET NO. 6.082
CANCELS THIRD REVISED SHEET NO. 6.082

Continued from Sheet No. 6.081

When a customer under the optional rate takes service at primary voltage, a discount of 0.213¢ per kWh will apply. A discount of 0.653¢ per kWh will apply when a customer under the optional rate takes service at subtransmission or higher voltage.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 66¢ per kW of billing demand for customers taking service under the standard rate and 0.170¢/kWh for customer taking service under the optional rate. 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.

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.

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



NINETEENTH REVISED SHEET NO. 6.085
CANCELS EIGHTEENTH REVISED SHEET NO. 6.085

RESERVED FOR FUTURE USE



SEVENTEENTH REVISED SHEET NO. 6.086
CANCELS SIXTEENTH REVISED SHEET NO. 6.086

RESERVED FOR FUTURE USE

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FIRST REVISED SHEET NO. 6.087
CANCELS ORIGINAL SHEET NO. 6.087

RESERVED FOR FUTURE USE

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



TWENTY-FOURTH REVISED SHEET NO. 6.290
 CANCELS TWENTY-THIRD REVISED SHEET NO. 6.290

TEMPORARY SERVICE

SCHEDULE: TS

RATE CODE: 050.

AVAILABLE: Entire service area.

APPLICABLE: Single phase temporary service.

LIMITATION OF SERVICE: Service is limited to a maximum of 70 amperes at 240 volts. Larger services and three phase service entrances must be served under the appropriate rate schedule, plus the cost of installing and removing the temporary facilities is required.

MONTHLY RATE:

Basic Service Charge:

\$18.00

Energy and Demand Charge:

5.390¢ per kWh.

MINIMUM CHARGE: The Basic Service 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: Sheet No. 6.021.

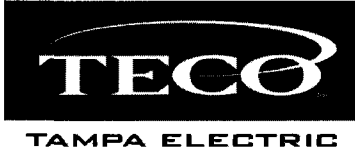
FRANCHISE FEE CHARGE: See Sheet No. 6.021.

MISCELLANEOUS: A Temporary Service Charge of \$260.00 shall be paid upon application for the recovery of costs associated with providing, installing, and removing the company's temporary service facilities. Where the Company is required to provide additional facilities other than a service drop or connection point to the Company's existing distribution system, the customer shall also pay, in advance, for the estimated cost of providing, installing and removing such additional facilities, excluding the cost of any portion of these facilities which will remain as a part of the permanent service.

PAYMENT OF BILLS: See Sheet No. 6.022.

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



NINETEENTH REVISED SHEET NO. 6.320
 CANCELS EIGHTEENTH REVISED SHEET NO. 6.320

**TIME-OF-DAY
 GENERAL SERVICE - NON DEMAND
 (OPTIONAL)**

SCHEDULE: GST

RATE CODE: 202.

AVAILABLE: Entire service area.

APPLICABLE: For lighting and power in establishments not classified as residential whose energy consumption has not exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. All of the electric load requirements on the customer's premises must be metered at one (1) point of delivery. For any billing period that exceeds 35 days, the energy consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: Single or 3 phase, 60 cycles and approximately 120 volts or higher, at Company's option.

LIMITATION OF SERVICE: All service under this rate shall be furnished through one meter. Standby service permitted.

MONTHLY RATE:

Basic Service Charge:

\$20.00

Energy and Demand Charge:

14.384¢ per kWh during peak hours

0.960¢ per kWh during off-peak hours

Continued to Sheet No. 6.321

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



**SEVENTEENTH REVISED SHEET NO. 6.321
CANCELS SIXTEENTH REVISED SHEET NO. 6.321**

Continued from Sheet No. 6.320

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>April 1 - October 31</u>	<u>November 1 - March 31</u>
<u>Peak Hours:</u> (Monday-Friday)	12:00 Noon - 9:00 PM	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.

MINIMUM CHARGE: The Basic Service Charge.

BASIC SERVICE CHARGE CREDIT: Any customer who makes a one time contribution in aid of construction of \$94.00 (lump-sum meter payment), shall receive a credit of \$2.00 per month. This contribution in aid of construction will be subject to a partial refund if the customer terminates service on this optional time-of-day rate.

TERMS OF SERVICE: 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.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 0.170¢ per kWh of billing energy. 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. 6.322

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



TWENTIETH REVISED SHEET NO. 6.330
 CANCELS NINETEENTH REVISED SHEET NO. 6.330

**TIME-OF-DAY
 GENERAL SERVICE - DEMAND
 (OPTIONAL)**

SCHEDULE: GSdT

RATE CODE: 362

AVAILABLE: Entire service area.

APPLICABLE: To any customer whose energy consumption has exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. Also available to customers with energy consumption at any level below 9,000 kWh per billing period who agree to remain on this rate for at least twelve (12) months. For any billing period that exceeds 35 days, the consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard Company voltage.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

MONTHLY RATE:

Basic Service Charge:

Secondary Metering Voltage	\$ 30.00
Primary Metering Voltage	\$130.00
Subtransmission Metering Voltage	\$990.00

Demand Charge:

\$3.23 per kW of billing demand, plus
 \$6.27 per kW of peak billing demand

Energy Charge:

3.999¢ per kWh during peak hours
 0.960¢ per kWh during off-peak hours

Continued to Sheet No. 6.331

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



NINTH REVISED SHEET NO. 6.331
 CANCELS EIGHTH REVISED SHEET NO. 6.331

Continued from Sheet No. 6.330

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 billing period.

PEAK BILLING DEMAND: The highest measured 30-minute interval kW demand during peak hours in the billing period.

MINIMUM CHARGE: The Basic Service Charge and any Minimum Charge associated with optional riders.

TERMS OF SERVICE: 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.

Continued to Sheet No. 6.332

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



SIXTEENTH REVISED SHEET NO. 6.332
CANCELS FIFTEENTH REVISED SHEET NO. 6.332

Continued from Sheet No. 6.331

POWER FACTOR: Power factor will be calculated for customers with measured demands of 1,000 kW in any billing period out of twelve (12) consecutive billing periods ending with the current billing period. 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 VOLTAGE ADJUSTMENT: When the customer takes energy metered at primary voltage, a discount of 1% will apply to the Demand Charge, Energy Charge, Delivery Voltage Credit, Power Factor billing, Emergency Relay Power Supply Charge, and any credits from optional riders.

When the customer takes energy metered at subtransmission or higher voltage, a discount of 2% will apply to the Demand Charge, Energy Charge, Delivery Voltage Credit, Power Factor billing, Emergency Relay Power Supply Charge, and any credits from optional riders.

DELIVERY VOLTAGE CREDIT: When the customer takes service at primary voltage a discount of 80¢ per kW of billing demand will apply. When the customer takes service at subtransmission or higher voltage, a discount of \$2.50 per kW of billing demand will apply.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 66¢ 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.

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.

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



NINETEENTH REVISED SHEET NO. 6.340
CANCELS EIGHTEENTH REVISED SHEET NO. 6.340

RESERVED FOR FUTURE USE



FIRST REVISED SHEET NO. 6.345
CANCELS ORIGINAL SHEET NO. 6.345

RESERVED FOR FUTURE USE

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



TWENTY-THIRD REVISED SHEET NO. 6.350
CANCELS TWENTY-SECOND REVISED SHEET NO. 6.350

RESERVED FOR FUTURE USE

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FIFTH REVISED SHEET NO. 6.565
CANCELS FOURTH REVISED SHEET NO. 6.565

Continued from Sheet No. 6.560

MONTHLY RATES:

Basic Service Charge: \$15.00

Energy and Demand Charges: 5.390¢ per kWh (for all pricing periods)

MINIMUM CHARGE: The Basic Service 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:

	P ₁	P ₂	P ₃
May through October			
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.	-----
November through April			
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. 6.570

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



TENTH REVISED SHEET NO. 6.600
 CANCELS NINTH REVISED SHEET NO. 6.600

FIRM STANDBY AND SUPPLEMENTAL SERVICE

SCHEDULE: SBF

RATE CODE: 359

AVAILABLE: Entire service area.

APPLICABLE: Required for all self-generating Customers whose generating capacity in kilowatts (exclusive of emergency generation equipment) exceeds 20% of their site load in kilowatts and who take firm service from the utility. Also available to self-generating Customers whose generating capacity in kilowatts does not exceed 20% of their site load in kilowatts, but who agree to all the terms and conditions of this rate schedule. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard company voltage.

LIMITATION OF SERVICE: A customer taking service under this tariff must sign a Tariff Agreement for the Purchase of Firm Standby and Supplemental Service. (See Sheet No. 7.600)

MONTHLY RATE:

Basic Service Charge:

Secondary Metering Voltage	\$ 55.00
Primary Metering Voltage	\$155.00
Subtransmission Metering Voltage	\$1015.00

CHARGES FOR STANDBY SERVICE:

Demand Charge:

\$ 2.08 per kW-Month of Standby Demand
 (Local Facilities Reservation Charge)

plus the greater of:

\$ 1.64 per kW-Month of Standby Demand
 (Power Supply Reservation Charge) or
 \$.65 per kW-Day of Actual Standby Billing Demand
 (Power Supply Demand Charge)

Energy Charge:

0.960¢ per Standby kWh

Continued to Sheet No. 6.601

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



TENTH REVISED SHEET NO. 6.601
 CANCELS NINTH REVISED SHEET NO. 6.601

Continued from Sheet No. 6.600

CHARGES FOR SUPPLEMENTAL SERVICE:

Demand Charge:

\$9.50 per kW-Month of Supplemental Billing Demand (Supplemental Billing Demand Charge)

Energy Charge:

1.829¢ per Supplemental 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.)

	<u>April 1 - October 31</u>	<u>November 1 - March 31</u>
<u>Peak Hours:</u>	12:00 Noon - 9:00 PM	6:00 AM - 10:00 AM
(Monday-Friday)		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 UNITS:

Demand Units: Metered Demand - The highest measured 30-minute interval kW demand served by the company during the month.

Site Load - The highest kW total of Customer generation plus deliveries by the company less deliveries to the Company, occurring in the same 30-minute interval, during the month.

Normal Generation - The generation level equaled or exceeded by the Customer's generation 10% of the metered intervals during the previous twelve months.

Supplemental Billing 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.

Continued to Sheet No. 6.602

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



**FOURTH REVISED SHEET NO. 6.602
CANCELS THIRD REVISED SHEET NO. 6.602**

Continued from Sheet No. 6.601

Contract Standby Demand - As established pursuant to the Tariff Agreement for the Purchase of Firm 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 Billing 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 Billing 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 Basic Service Charge, Local Facilities Reservation Charge, Power Supply Reservation Charge, and any Minimum Charge associated with optional riders.

TERM OF SERVICE: Any customer receiving service under this schedule will be required to give the Company written notice at least 60 months prior to transferring to a firm non-standby 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.

Continued to Sheet No. 6.603

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



ELEVENTH REVISED SHEET NO. 6.603
CANCELS TENTH REVISED SHEET NO. 6.603

Continued from Sheet No. 6.602

METERING VOLTAGE ADJUSTMENT: When the customer takes energy metered at primary voltage, a discount of 1% will apply to the Demand Charge, Energy Charge, Delivery Voltage Credit, Power Factor billing, Emergency Relay Power Supply Charge, and any credits from optional riders.

When the customer takes energy metered at subtransmission or higher voltage, a discount of 2% will apply to the Demand Charge, Energy Charge, Delivery Voltage Credit, Power Factor billing, Emergency Relay Power Supply Charge, and any credits from optional riders.

DELIVERY VOLTAGE CREDIT: When the customer takes service at primary voltage, a discount of 80¢ per kW of Supplemental Demand and 67¢ per kW of Standby Demand will apply.

When the customer takes service at subtransmission or higher voltage, a discount of \$2.50 per kW of Supplemental Demand and \$2.08 per kW of Standby Demand will apply.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 66¢ 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. Note: Standby fuel charges shall be based on the time of use (i.e., peak and off-peak) fuel rates for Rate Schedule SBF. Supplemental fuel charges shall be based on the standard fuel rate for Rate Schedule SBF.

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.

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



SEVENTH REVISED SHEET NO. 6.605
 CANCELS SIXTH REVISED SHEET NO. 6.605

**TIME-OF-DAY
 FIRM STANDBY AND SUPPLEMENTAL SERVICE
 (OPTIONAL)**

SCHEDULE: SBFT

RATE CODE: 358

AVAILABLE: Entire service area.

APPLICABLE: Required for all self-generating Customers whose generating capacity in kilowatts (exclusive of emergency generation equipment) exceeds 20% of their site load in kilowatts and who take firm service from the utility. Also available to self-generating Customers whose generating capacity in kilowatts does not exceed 20% of their site load in kilowatts, but who agree to all the terms and conditions of this rate schedule. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard company voltage.

LIMITATION OF SERVICE: A Customer taking service under this tariff must sign a Tariff Agreement for the Purchase of Firm Standby and Supplemental Service. (See Sheet No. 7.600)

MONTHLY RATE:

Basic Service Charge:

Secondary Metering Voltage	\$ 55.00
Primary Metering Voltage	\$ 155.00
Subtransmission Metering Voltage	\$1015.00

CHARGES FOR STANDBY SERVICE:

Demand Charge:

\$ 2.08	per kW-Month of Standby Demand (Local Facilities Reservation Charge)
plus the greater of:	
\$ 1.64	per kW-Month of Standby Demand (Power Supply Reservation Charge) or
\$ 0.65	per kW-Day of Actual Standby Billing Demand (Power Supply Demand Charge)

Energy Charge:

0.960¢ per Standby kWh

Continued to Sheet No. 6.606

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



SEVENTH REVISED SHEET NO. 6.606
 CANCELS SIXTH REVISED SHEET NO. 6.606

Continued from Sheet No. 6.605

CHARGES FOR SUPPLEMENTAL SERVICE

Demand Charge:

\$3.23 per kW-Month of Supplemental Demand (Supplemental Billing Demand Charge), plus
 \$6.27 per kW-Month of Supplemental Peak Demand (Supplemental Peak Billing Demand Charge)

Energy Charge:

3.999¢ per Supplemental kWh during peak hours
 0.960¢ per Supplemental kWh during off-peak hours

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>April 1 - October 31</u>	<u>November 1 - March 31</u>
<u>Peak Hours:</u>	12:00 Noon - 9:00 PM	6:00 AM - 10:00 AM
(Monday-Friday)		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 UNITS:

Demand Units: Metered Demand - The highest measured 30-minute interval kW demand served by the Company during the month.

Metered Peak Demand - The highest measured 30-minute interval kW demand served by the Company during the peak hours.

Site Load - The highest kW total of Customer generation plus deliveries by the company less deliveries to the company, occurring in the same 30-minute interval, during the month.

Continued to Sheet No. 6.607

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



THIRD REVISED SHEET NO. 6.607
 CANCELS SECOND REVISED SHEET NO. 6.607

Continued from Sheet No. 6.606

Peak Site Load - The highest 30-minute customer generation plus deliveries by the Company less deliveries to the Company during the peak hours.

Normal Generation - The generation level equaled or exceeded by the customer's generation 10% of the metered intervals during the previous twelve months.

Supplemental Billing 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.

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

Contract Standby Demand - As established pursuant to the Tariff Agreement for the Purchase of Firm 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 Billing 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 Peak Billing 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 Basic Service Charge, Local Facilities Reservation Charge, Power Supply Reservation Charge and any Minimum Charge associated with optional riders.

Continued to Sheet No. 6.608

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



EIGHTH REVISED SHEET NO. 6.608
 CANCELS SEVENTH REVISED SHEET NO. 6.608

Continued from Sheet No. 6.607

TERM OF SERVICE: Any customer receiving service under this schedule will be required to give the Company written notice at least 60 months prior to transferring to a firm non-standby 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 VOLTAGE ADJUSTMENT: When the customer takes energy metered at primary voltage, a discount of 1% will apply to the Demand Charges, Energy Charges, Delivery Voltage Credit, Power Factor billing, Emergency Relay Power Supply Charge, and any credits from optional riders.

When the customer takes energy metered at subtransmission or higher voltage, a discount of 2% will apply to the Demand Charges, Energy Charges, Delivery Voltage Credit, Power Factor billing, Emergency Relay Power Supply Charge, and any credits from optional riders.

DELIVERY VOLTAGE CREDIT: When the customer takes service at primary voltage, a discount of 80¢ per kW of Supplemental Demand and 67¢ per kW of Standby Demand will apply.

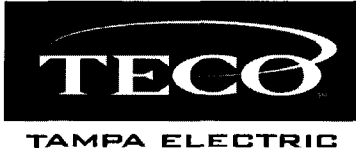
When the customer takes service at subtransmission or higher voltage, a discount of \$2.50 per kW of Supplemental Demand and \$2.08 per kW of Standby Demand will apply.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 66¢ 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.

Continued to Sheet No. 6.609

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



SIXTH REVISED SHEET NO. 6.700
CANCELS FIFTH REVISED SHEET NO. 6.700

RESERVED FOR FUTURE USE

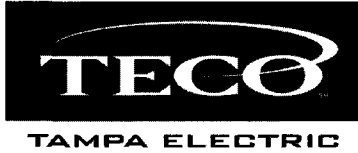
ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FOURTH REVISED SHEET NO. 6.705
CANCELS THIRD REVISED SHEET NO. 6.705

RESERVED FOR FUTURE USE



THIRD REVISED SHEET NO. 6.710
CANCELS SECOND REVISED SHEET NO. 6.710

RESERVED FOR FUTURE USE

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:

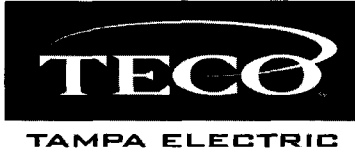


FOURTH REVISED SHEET NO. 6.715
CANCELS THIRD REVISED SHEET NO. 6.715

RESERVED FOR FUTURE USE

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.740

COMMERCIAL/ INDUSTRIAL SERVICE RIDER**SCHEDULE:** CISR-2

AVAILABLE: Entire Service Area. Available, at the Company's option, to non-residential customers currently taking firm service or qualified to take firm service under the Company's Tariff Schedules GSD or GSDT. Customers desiring to take service under this rider must make a written request for service. Such request shall be subject to the Company's approval with the Company under no obligation to grant service under this rider. Resale not permitted.

This rider will be closed to further subscription by eligible customers when one of the two conditions has occurred: (1) The total capacity subject to executed Contract Service Arrangements ("CSAs") reaches 500 megawatts of connected load or (2) The Company has executed twenty-five (25) CSAs with eligible customers under this rider. These limitations on subscription can be removed or revised by the Commission at any time upon good cause having been shown by the Company.

The Company is not authorized by the Florida Public Service Commission to offer a CSA under this rate schedule in order to shift existing load currently being served by a Florida electric utility pursuant to a tariff rate schedule on file with the Florida Public Service Commission away from that utility to Tampa Electric Company.

APPLICABLE: Service provided under this optional rider shall be applicable to all, or a portion of the customer's existing or projected electric service requirements which the customer and the Company have determined, but for the application of this rider, would not be served by the Company and which otherwise qualifies for such service under the terms and conditions set forth herein ("Applicable Load"). Two categories of Applicable Load shall be recognized: Retained Load (existing load at an existing location) and New Load (all other Applicable Load).

Applicable Load must be served behind a single meter and must exceed a minimum level of demand determined from the following provisions:

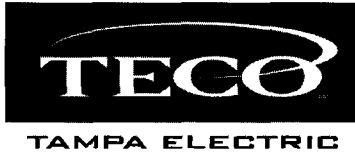
Retained Load: For Customers whose highest metered demand in the past 12 months was less than 10,000 KW, the minimum Qualifying Load would be the greater of 500 KW or 20% of the highest metered demand in the past 12 months; or

For Customers whose highest metered demand in the past 12 months was greater than or equal to 10,000 KW, the minimum Qualifying Load would be 2,000 KW.

New Load: 500 KW of installed, connected demand.

Continued to Sheet No. 6.745

ISSUED BY: G. L. Gillette, President**DATE EFFECTIVE:**



ORIGINAL SHEET NO. 6.745

Continued from Sheet No. 6.740

Any customer receiving service under this Rider must provide the following documentation, the sufficiency of which shall be determined by the Company:

1. Legal attestation by the customer (through an affidavit signed by an authorized representative of the customer) to the effect that, but for the application of this rider to the New or Retained Load, such load would not be served by the Company;
2. Such documentation as the Company may request demonstrating to the Company's satisfaction that there is a viable lower cost alternative (excluding alternatives in which the Company has an ownership or operating interest) to the customer's taking electric service from the Company; and
3. In the case of existing customer, an agreement to provide the Company with a recent energy audit of the customer's physical facility (the customer may have the audit performed by the Company at no expense to the customer) which provides sufficient detail to provide reliable cost and benefit information on energy efficiency improvements which could be made to reduce the customer's cost of energy in addition to any discounted pricing provided under this rider.

CHARACTER OF SERVICE:

This optional rider is offered in conjunction with the rates, terms and conditions of the tariff under which the customer takes service and affects the total bill only to the extent that negotiated rates, terms and conditions differ from the rates, terms and conditions of the otherwise applicable rate schedules as provided for under this rider.

MONTHLY CHARGES:

Unless specifically noted in this rider or within the CSA, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

ADDITIONAL BASIC SERVICE CHARGE:

\$250.00

DEMAND/ENERGY CHARGES:

The negotiable charges under this rider may include the Demand and/or Energy Charges as set forth in the otherwise applicable tariff schedule. The specific charges or procedure for calculating the charges under this rider shall be set forth in the negotiated CSA and shall recover all incremental costs the Company incurs in serving the customer plus a contribution to the Company's fixed costs.

Continued to Sheet No. 6.750

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.750

Continued from Sheet No. 6.745**PROVISIONS AND/OR CONDITIONS ASSOCIATED WITH MONTHLY CHARGES:**

Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in the CSA and may be applied during all or a portion of the term of the CSA. These negotiated provisions and/or conditions may include, but are not limited to, a guarantee by the Company to maintain the level of either the Demand and/or Energy charges negotiated under this rider for a specified period, such period not to exceed the term of the CSA.

SERVICE AGREEMENT:

Each customer shall enter into a sole supplier CSA with the Company to purchase the customer's entire requirements for electric service at the service locations set forth in the CSA. For purposes of the CSA "the requirements for electric service" may exclude certain electric service requirements served by the customer's own generation as of the date shown on the CSA. The CSA shall be considered a confidential document. The pricing levels and procedures described within the CSA, as well as any information supplied by the customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith, shall be treated by the Company as confidential, proprietary information. If the Commission or its staff seeks to review any such information that the parties wish to protect from public disclosure, the information shall be provided with a request for confidential classification under the confidentiality rules of the Commission.

The service agreement, its terms and conditions, and the applicability of this rider to any particular customer or specific load shall be subject to the regulations and orders of the Commission.

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FOURTH REVISED SHEET NO. 6.805
 CANCELS THIRD REVISED SHEET NO. 6.805

Continued from Sheet No. 6.800

MONTHLY RATE:

High Pressure Sodium Fixture, Maintenance, and Base Energy Charges:

Rate Code		Description	Lamp Size				Charges per Unit (\$)			
Dusk to Dawn	Timed Svc.		Initial Lumens ⁽³⁾	Lamp Wattage ⁽⁴⁾	kWh		Fixture	Maint.	Non-Fuel Base Energy	
					Dusk to Dawn	Timed Svc.			Dusk to Dawn	Timed Svc.
800	860	Cobra ⁽¹⁾	4,000	50	20	10	2.85	2.24	0.65	0.32
802	862	Cobra/Nema ⁽¹⁾	6,300	70	29	14	2.89	1.90	0.94	0.45
803	863	Cobra/Nema ⁽²⁾	9,500	100	44	22	3.28	2.10	1.43	0.71
804	864	Cobra	16,000	150	66	33	3.77	1.82	2.14	1.07
805	865	Cobra	28,500	250	105	52	4.40	2.35	3.41	1.69
806	866	Cobra	50,000	400	163	81	4.59	2.70	5.29	2.63
468	454	Flood ⁽¹⁾	28,500	250	105	52	4.85	2.35	3.41	1.69
478	484	Flood	50,000	400	163	81	5.15	2.71	5.29	2.63
809	869	Mongoose	50,000	400	163	81	5.87	2.73	5.29	2.63
509	508	Post Top (PT) ⁽¹⁾	4,000	50	20	10	3.59	2.24	0.65	0.32
570	530	Classic PT	9,500	100	44	22	10.70	1.71	1.43	0.71
810	870	Coach PT ⁽¹⁾	6,300	70	29	14	4.25	1.90	0.94	0.45
572	532	Colonial PT	9,500	100	44	22	10.61	1.71	1.43	0.71
571	531	Contemporary PT ⁽¹⁾	9,500	100	44	22	7.48	1.93	1.43	0.71
573	533	Salem PT	9,500	100	44	22	8.15	1.71	1.43	0.71
550	534	Shoebox	9,500	100	44	22	7.23	1.71	1.43	0.71
566	536	Shoebox	28,500	250	105	52	7.84	2.87	3.41	1.69
552	538	Shoebox	50,000	400	163	81	8.59	2.20	5.29	2.63

⁽¹⁾ Closed to new business
⁽²⁾ Nema fixture is closed to new business. 100 Watt Cobra fixture is still available.
⁽³⁾ Lumen output may vary by lamp configuration and age.
⁽⁴⁾ Wattage ratings do not include ballast losses.

Continued to Sheet No. 6.806

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FIRST REVISED SHEET NO. 6.806
CANCELS ORIGINAL SHEET NO. 6.806

Continued from Sheet No. 6.805

MONTHLY RATE:

Metal Halide Fixture, Maintenance, and Base Energy Charges:

Rate Code		Description	Lamp Size				Charges per Unit (\$)			
			Initial Lumens ⁽²⁾	Lamp Wattage ⁽³⁾	kWh		Fixture	Maint.	Non-Fuel Base Energy	
Dusk to Dawn	Timed Svc.				Dusk to Dawn	Timed Svc.			Dusk to Dawn	Timed Svc.
704	724	Cobra	29,700	350	138	69	6.80	4.50	4.48	2.24
520	522	Cobra ⁽¹⁾	32,000	400	159	79	5.44	3.62	5.16	2.56
705	725	Flood	29,700	350	138	69	7.72	4.55	4.48	2.24
556	541	Flood ⁽¹⁾	32,000	400	159	79	7.55	3.63	5.16	2.56
558	578	Flood	107,800	1,000	383	191	9.48	7.37	12.42	6.19
701	721	General PT	12,000	150	67	34	9.57	3.54	2.17	1.10
574	548	General PT ⁽¹⁾	14,400	175	74	37	9.83	3.37	2.40	1.20
700	720	Salem PT	12,000	150	67	34	8.42	3.54	2.17	1.10
575	568	Salem PT ⁽¹⁾	14,400	175	74	37	8.47	3.38	2.40	1.20
702	722	Shoebox	12,000	150	67	34	6.52	3.54	2.17	1.10
564	549	Shoebox ⁽¹⁾	12,800	175	74	37	7.18	3.34	2.40	1.20
703	723	Shoebox	29,700	350	138	69	8.62	4.45	4.48	2.24
554	540	Shoebox ⁽¹⁾	32,000	400	159	79	9.04	3.58	5.16	2.56
576	577	Shoebox	107,800	1,000	383	191	14.89	7.37	12.42	6.19

(1) Closed to new business

(2) Lumen output may vary by lamp configuration and age.

(3) Wattage ratings do not include ballast losses.

Continued to Sheet No. 6.810

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FIRST REVISED SHEET NO. 6.808
CANCELS ORIGINAL SHEET NO. 6.808

Continued from Sheet No. 6.806

MONTHLY RATE:

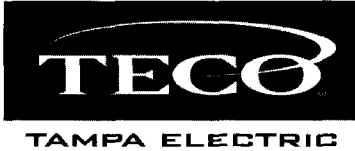
LED Fixture, Maintenance, and Base Energy Charges:

Rate Code		Description	Lamp Size				Charges per Unit (\$)			
Dusk to Dawn	Timed Svc.		Initial Lumens	Lamp Wattage	kWh		Fixture	Maint.	Non-Fuel Base Energy	
					Dusk to Dawn	Timed Svc.			Dusk to Dawn	Timed Svc.
820	840	Roadway	7,577	103	36	18	10.06	1.07	1.17	0.58
821	841	Roadway	8,300	106	37	19	10.06	1.08	1.20	0.62
822	842	Roadway	15,300	196	69	34	13.16	1.14	2.24	1.10
823	843	Roadway	14,831	206	72	36	15.16	1.25	2.33	1.17
824	844	Post Top	3,974	67	24	12	17.75	1.39	0.78	0.39
825	845	Post Top	6,030	99	35	17	18.51	1.41	1.14	0.55
826	846	Area-Lighter	13,620	202	71	35	17.24	1.27	2.30	1.17
827	847	Area-Lighter	21,197	309	108	54	18.59	1.40	3.50	1.75

Continued to Sheet No. 6.810

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



THIRD REVISED SHEET NO. 6.815
 CANCELS SECOND REVISED SHEET NO. 6.815

Continued from Sheet No. 6.810

Miscellaneous Facilities Charges:

Rate Code	Description	Monthly Facility Charge	Monthly Maintenance Charge
563	Timer	\$6.81	\$1.29
569	PT Bracket (accommodates two post top fixtures)	\$3.85	\$0.05

NON-STANDARD FACILITIES AND SERVICES:

The customer shall pay all costs associated with additional company facilities and services that are not considered standard for providing lighting service, including but not limited to, the following:

1. relays;
2. distribution transformers installed solely for lighting service;
3. protective shields;
4. bird deterrent devices;
5. light trespass shields;
6. light rotations;
7. light pole relocations;
8. devices required by local regulations to control the levels or duration of illumination including associated planning and engineering costs;
9. removal and replacement of pavement required to install underground lighting cable; and
10. directional boring.

MINIMUM CHARGE: The monthly 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: See Sheet No. 6.021

PAYMENT OF BILLS: See Sheet No. 6.022

SPECIAL CONDITIONS:

On customer-owned public street and highway lighting systems not subject to other rate schedules, the monthly rate for energy served at primary or secondary voltage, at the company's option, shall be 3.243¢ per kWh of metered usage, plus a Basic Service Charge of \$15.00 per month and the applicable additional charges as specified on Sheet Nos. 6.020 and 6.021.

Continued to Sheet No. 6.820

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



TWENTY-SECOND REVISED SHEET NO. 7.010
 CANCELS TWENTY-FIRST REVISED SHEET NO. 7.010

STANDARD FORMS AND AGREEMENTS

Title	Sheet No.
Tariff Agreement for the Purchase of Industrial Load Management Rider Service	7.150
Bright Choices Outdoor Lighting Agreement	7.200
Tariff Agreement for the Residential Guarantor Program	7.300
Tariff Agreement for the Provision of Load Management Service	7.510
Tariff Agreement for the Provision of Standby Generator Transfer Service	7.550
Tariff Agreement for the Purchase of Standby and Supplemental Service	7.600
Supplemental Tariff Agreement for the Purchase of Industrial Standby and Supplemental Load Management Rider Service	7.625
Contract Service Arrangement for the Provision of Service Under the Commercial/Industrial Service Rider	7.750
Facilities Rental Agreement	7.760
Tariff Agreement For The Residential Price Responsive Load Management Program	7.780
Application for Underground Service in an Overhead Area	7.800
Application for Relocation of Overhead Distribution Facilities	7.810
Application for Underground Service in an Underground Area	7.820
Underground Distribution Facilities Installation Agreement	7.830
Performance Guaranty Agreement	7.880
Performance Guaranty Agreement For Mining Facilities	7.915
Performance Guaranty Agreement For Residential Subdivision Development	7.950

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FIFTH REVISED SHEET NO. 7.203
 CANCELS FOURTH REVISED SHEET NO. 7.203

Continued from Sheet No. 7.202

13. Vandalism

The Customer shall be responsible for the cost incurred to repair or replace any Equipment that has been damaged as a result of any cause other than normal wear and tear. The Company shall not be required to make such repair or replacement prior to payment by the Customer for such damage. At the Customer's expense, and at the Company's discretion, the Company may install a luminaire protective shield to protect any Equipment repaired or replaced as a result of vandalism.

14. Tree Trimming

The Customer shall arrange for tree trimming by qualified personnel at Customer's sole expense when the installation of, illumination from or maintenance access to the Equipment is obstructed by trees and other vegetation. The Company will not be responsible for trimming trees for lighting installation or illumination obstruction. Failure to maintain adequate clearance around the luminaire and pole may cause a delay in requested repairs or required maintenance.

15. Termination, Removal

The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective date. In addition, the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the date immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchased Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.

The company may, at its option and on five (5) days written notice to Customer, terminate this agreement in the event that:

- (a) the Customer fails to pay the Company for any of the services provided herein;
- (b) the Customer violates the terms of this agreement;
- (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Customer pursuant to any federal or state bankruptcy law or similar federal or state law; or
- (d) a trustee or receiver is appointed to take possession of the Installation Site (or if Customer is a tenant at the Installation Site, tenant's interest in the Installation Site) and possession is not restored to Tenant within thirty (30) days.

Continued to Sheet No. 7.204

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FIFTH REVISED SHEET NO. 7.204
CANCELS FOURTH REVISED SHEET NO. 7.204

Continued from Sheet No. 7.203

If such termination occurs prior to the expiration of the current term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired current term.

16. Easements

The customer covenants that it owns or controls the Installation Site or has binding arrangements with the owner to the extent necessary to grant the Company an easement to permit performance of the Agreement. If a tenant of the Installation Site, Customer represents that Customer's lease is for a term of at least the Primary Term. The Customer and the owner or landlord of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 15 or expires pursuant to Paragraph 10, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

17. Attachments

In no event shall the Customer, or any other Grantor, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in Tampa Electric's "Guidelines for Attaching Banners to TEC Poles," any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph.

18. Insurance

Customer, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms satisfactory to Company at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

19. Amendments

During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement ("Addenda") upon the mutual written agreement of both parties in the form of Addendum "A" hereto.

Continued to Sheet No. 7.205



TAMPA ELECTRIC

EIGHTH REVISED SHEET NO. 7.205
CANCELS SEVENTH REVISED SHEET NO. 7.205

Continued from Sheet No. 7.204

20. Light Trespass

Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the illumination is objectionable to others, the Customer shall be responsible for the costs incurred to relocate, remove, or shield the Equipment in addressing the objection unless the Customer is otherwise able to fully address and satisfy the third-party objections in question. In the event removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 15 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

21. Assignments

This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may be assigned by the Customer only with the Company's prior written consent. In the event of an Assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company's sole discretion.

22. General

No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: _____
By/Title: _____
Name (print): _____
Signature: _____
Date: _____
Phone #: _____
Email: _____

Property Owner: _____
By/Title: _____
Name (print): _____
Signature: _____
Date: _____
Phone #: _____
Email: _____

Tampa Electric Company Manager:
By/Title: _____
Signature: _____
Department: _____
Date: _____

Contract No. _____



FOURTH REVISED SHEET NO. 7.551
CANCELS THIRD REVISED SHEET NO. 7.551

Continued From Sheet No. 7.550

5. The Customer expressly agrees to reserve and make available to the Company space on the Customer's premises for the installation of the Company's notification and metering equipment. The Customer shall properly protect the Company's property on the Customer's premises and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's equipment. The Customer shall, as promptly as practicable, notify the Company concerning any noticeable faulty condition or malfunction of the Company's equipment.

6. The initial term of this Agreement shall be 30 days. The Customer is required to give the Company 30-day notice in advance of discontinuing service under the GSSG-1 rider attached as Exhibit "A", said minimum notice requirement being specified in Exhibit "A". The term of this Agreement shall automatically extend beyond such initial term until such time as the Company has had the minimum number of days notice of the Customer's desire no longer to participate in the program as is provided for in Exhibit "A".

7. The Company may terminate this Agreement at any time for the Customer's failure to comply with the terms and conditions of Schedule GSSG-1 or this Agreement. Such termination will only affect the application of the GSSG-1 rider. Prior to any such termination, the Company shall notify the Customer at least thirty (30) days in advance and describe the Customer's failure to comply. The Company may then terminate this Agreement at the end of the 30-day period. If the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing credits specified in Schedule GSSG-1.

8. This Agreement may be terminated if the same is required in order to comply with the regulatory rulings.

9.a The Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, costs or expenses, for loss or damage to property or for injury to persons, in any manner directly or indirectly connected with, or arising out of, the use of standby generator transfer service on the Customer's side of the point of delivery or out of the Customer's negligent acts or omissions.

b. With respect to a Customer that is the state, a state agency or subdivision (as those terms are defined in Section 768.28(2), Florida Statutes, or the successor thereto), the obligations of Customer set forth in Paragraph 9.a above shall be subject to Section 768.28 (or the successor thereto), including the limitations contained therein. With respect to a Customer that is the United States of America, or agency or subdivision thereof, the obligations set forth in Paragraph 9.a shall not apply. In either case, the Company reserves its rights under

Continued to Sheet No. 7.552

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



THIRD REVISED SHEET NO. 7.552
CANCELS SECOND REVISED SHEET NO. 7.552

Continued from Sheet No. 7.551

Section 768.28 (or the successor thereto), and the Federal Tort Claims Act (or the successor thereto), as applicable, including, but not limited to, the right to pursue legislative relief.

In either case, the Company reserves its rights under Section 768.28 (or the successor thereto), and the Federal Tort Claims Act (or the successor thereto), as applicable, including, but not limited to, the right to pursue legislative relief.

10. 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.

11. This Agreement incorporates by reference the applicable terms of the tariff filed with the Florida Public Service Commission by Tampa Electric, as amended from time to time. To the extent of any conflict between this agreement and such tariff, the agreement shall control.

12. This Agreement may not be assigned by the Customer without the prior written consent of the Company. This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. IN WITNESS WHEREOF, 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.

Witnesses: _____

_____ By: _____

_____ Title: _____

Witnesses: TAMPA ELECTRIC COMPANY

_____ By: _____

_____ Title: _____



TAMPA ELECTRIC

FIFTH REVISED SHEET NO. 7.600
CANCELS FOURTH REVISED SHEET NO. 7.600

**TARIFF AGREEMENT FOR THE PURCHASE OF
STANDBY AND SUPPLEMENTAL SERVICE**

This agreement is made and entered into this _____ day of _____,
_____, 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:

WHEREAS, standby and/or supplemental service is supplied to customers whose electric
energy requirements are normally and/or partially supplied by sources other than the
Company, and the Customer requires standby and/or supplemental service from the
Company.

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

1. The Company agrees to furnish and the Customer agrees to take power pursuant to
the terms and conditions of rate schedule ____ (SBF or SBFT), as currently approved by
the Florida Public Service Commission (hereinafter called the Commission) or as said rate
schedule may be modified in the future and approved by the Commission.
The Customer further agrees to abide by all applicable requirements of said rate schedule.
A copy of the Company's presently approved rate schedule ____ (SBF or SBFT) is
attached hereto as Exhibit "A" and made part hereof.

2. Standby service will be furnished by the Company to a Customer requiring Back-up
Power or Maintenance Power or both, which are defined as follows:

a. Back-up Power - Electric energy or capacity supplied by the utility to replace
energy or capacity normally generated by a Customer's own generation equipment
during an unscheduled outage of the Customer's generation.

Continued to Sheet No. 7.601

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FOURTH REVISED SHEET NO. 7.601
 CANCELS THIRD REVISED SHEET NO. 7.601

Continued from Sheet No. 7.600

b. Maintenance Power - Electric energy or capacity supplied by the utility to replace energy or capacity normally generated by a Customer's own generation equipment during a scheduled outage of the Customer's generation.

3. Supplemental service will be furnished by the Company to a Customer requiring Supplemental Power, which is defined as electric energy or capacity supplied by the utility in addition to that which is normally provided by the Customer's own generation equipment.

4. The Standby service provided by the Company shall be subject to a Contract Standby Demand, which is mutually agreed to be initially _____ KW.

5. The Customer opts to take supplemental and standby service under the _____ (SBF or SBFT) tariff and shall have the right to transfer to the other option at any time without additional charge. If the Customer requests to change a second time, the Customer will be required to sign a contract to remain on that option for at least one year.

6. The Contract Standby Demand may be decreased by mutual consent, provided the Customer has sufficiently demonstrated that his Standby requirements are now less than the Contract Standby Demand.

7. If the Customer's Contract Standby Demand has been decreased (as provided for in Section 6) and within 24 months of the original agreed upon change the Customer subsequently increases the Contract Standby Demand either by contract change or through operation of tariff provisions, the Company will immediately bill the Customer for the difference between what was billed during the elapsed time as demand charges and what would have been billed to the Customer as demand charges using the lesser of the newly established Contract Standby Demand or the Contract Standby Demand in effect before the decrease.

Terms of Agreement

8. The initial term of this agreement shall be the same five (5) years minimum notice the Customer is required to give the Company in advance of transferring to a firm non-standby rate as specified in Exhibit "A". The first billing period for standby and supplemental service will begin _____, 20____.

Continued to Sheet No. 7.602

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FOURTH REVISED SHEET NO. 7.625
CANCELS THIRD REVISED SHEET NO. 7.625

**SUPPLEMENTAL TARIFF AGREEMENT FOR THE PURCHASE OF
INDUSTRIAL STANDBY AND SUPPLEMENTAL LOAD MANAGEMENT RIDER SERVICE**

This supplemental agreement is made and entered into this ___ day of _____,
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:

WHEREAS, the Customer takes service from the Company under rate schedule
_____ (SBF or SBFT); and

WHEREAS, the Customer desires to take Industrial Standby and Supplemental Load
Management Rider Service (GSLM-3) in conjunction with service under rate schedule
_____ (SBF or SBFT); and

WHEREAS, GSLM-3 service requires additional terms and conditions that supplement
the Tariff Agreement for the Purchase of Standby and Supplemental Service entered into in
order to take _____ (SBF or SBFT) service; and

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

Continued to Sheet No. 7.626

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



THIRD REVISED SHEET NO. 7.626
CANCELS SECOND REVISED SHEET NO. 7.626

Continued from Sheet No. 7.625

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of rate schedule _____ (SBF or SBFT) and the Industrial Standby and Supplemental Load Management Rider GSLM-3 (attached as Exhibit "B"), as currently approved by the Florida Public Service Commission (hereinafter referred to as the FPSC) or as said rate schedules or rider may be modified in the future and approved by the FPSC.

2. The Customer agrees to the control of all or part of its electrical service, the description of which is described in Exhibit "C". The Customer understands and agrees that the service description will apply for the full term of this Agreement, unless mutually agreed to be changed by both parties with a revised or substituted Exhibit "B".

3. The Company will notify the Customer as soon as possible before an unscheduled interruption or curtailment occurs. However, there may be conditions when the Company will not be able to provide the customer with advance notice and immediate interruption or curtailment may occur.

4. The Customer agrees that the Company will not be held liable for any damages or injuries that may occur as a result of an interruption of electric service.

5. Once a new Customer qualifies for rider GSLM-3, and has executed this agreement, necessary engineering will be performed, interrupting and other necessary equipment will be ordered, and an installation date will be scheduled. The period of time for commencing service shall not exceed six months from the date this Agreement is executed.

Term of Agreement

6. The Initial Term of the Agreement shall be 36 months. The Customer is required to give the Company 36 months notice in advance of discontinuing service under the GSLM-3 rider, said minimum notice requirement being specified in Exhibit "B". The term of this Agreement shall automatically extend beyond such initial term until such time as the company has had the minimum notice of the Customer's desire no longer to participate in the load management program as is provided for in Exhibit "B".

Continued to Sheet No. 7.627

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



SECOND REVISED SHEET NO. 7.750
CANCELS FIRST REVISED SHEET NO. 7.750

**CONTRACT SERVICE ARRANGEMENT FOR THE PROVISION OF SERVICE UNDER
THE COMMERCIAL / INDUSTRIAL SERVICE RIDER**

This Contract Service Arrangement ("Agreement") is made and entered into as of this _____ day of _____, by and between _____, (hereinafter called in the "Customer") and Tampa Electric Company, a Florida corporation (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto (hereinafter called the "Commission"); and

WHEREAS, the Customer is _____;
and

WHEREAS, the Customer can receive electric service from the Company under tariff schedule _____ at the service location described in Exhibit "A"; and

WHEREAS, the present pricing available under the Company's rate schedule _____ is sufficient economic justification for the Customer to decide not to take electric service from the Company for all or a part of the Customer's needs; and

WHEREAS, the Customer has shown evidence and attested to its intention to not take electric service from the Company unless a pricing adjustment is made under the Company's Commercial / Industrial Service Rider ("CISR-2"); and

WHEREAS, the Company has sufficient capacity to serve the Customer at the aforementioned service location for the foreseeable future and for at least the following _____ month period; and

WHEREAS, the Company is willing to make a pricing adjustment for the Customer in exchange for a commitment by the Customer to continue to purchase electric energy exclusively from the Company at agreed upon service locations (for purposes of this Agreement, the "electric energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement);

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

Continue to Sheet No. 7.751

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



**SECOND REVISED SHEET NO. 7.751
CANCELS FIRST REVISED SHEET NO. 7.751**

Continued from Sheet No. 7.750

1. Rate Schedules - The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of the Company's tariff, rate schedule _____ and the CISR-2 rider, as currently approved by the Commission or as said tariff and rate schedules may be modified in the future and approved by the Commission (except as described in Section 6 herein). The Customer agrees to abide by all applicable requirements of the tariff, rate schedule _____ and CISR-2, except to the extent specifically modified by this Agreement. Copies of the Company's currently approved rate schedule _____ and CISR-2 rider are attached as Exhibit "B" and made a part hereof. In the event of any conflict between the terms of this Agreement and such tariff or rate schedule (other than as set out in CISR-2) the terms of this Agreement shall control.
2. Term of Agreement - This Agreement shall remain in force for a term of _____ months commencing on the date above first written.
3. Modifications to Tariff and Rate Schedule - See Exhibit "C" to this Agreement.
4. Exclusivity Provision - During the term hereof, the Customer agrees to purchase from the Company the Customer's entire requirements for electric capacity and energy for its facilities and equipment at the service location(s) described in Exhibit A to this Agreement. The "entire requirements for electric capacity and energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement.
5. Termination Fees and Provisions - See Exhibit "D" to this Agreement.
6. Modification of Rate Schedule - In the event that any provision of any applicable rate schedules is amended or modified by the Commission in a manner that is material and adverse to one of the parties hereto, that party shall be entitled to terminate this Agreement, by written notice to the other party tendered not later than sixty (60) days after such amendment or modification becomes final and nonappealable, with such termination to become effective _____ days after receipt of such notice, whereupon service to the Customer shall revert to the otherwise applicable rate schedules available to the Customer.

Continued to Sheet No. 7.752



SECOND REVISED SHEET NO. 7.752
CANCELS FIRST REVISED SHEET NO. 7.752

Continued from Sheet No. 7.751

7. Entire Agreement - This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the Company and the Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only agreement between the parties hereto relative to the matters herein described.
8. Incorporation of Tariff - This Agreement incorporates by reference the terms and conditions of the Company's tariff, rate schedule _____ and CISR-2 rider filed by the Company with, and approved by, the Commission, as amended from time to time. In the event of any conflict between this Agreement and such tariff or rate schedule (other than as set out in CISR-2), the terms and conditions of this Agreement shall control.
9. Notices - All notices and other communications hereunder shall be in writing and shall be delivered by hand, by prepaid first class registered or certified mail, return receipt requested, by courier or by facsimile, addressed as follows:

If to the Company:

Tampa Electric Company
702 North Franklin Street
P.O. Box 111
Tampa, Florida 33601-0111
Facsimile:
Attention:

with a copy to:

Tampa Electric Company
702 North Franklin Street
P.O. Box 111
Tampa, Florida 33601-0111
Facsimile:
Attention:

Continued to Sheet No. 7.753



SECOND REVISED SHEET NO. 7.753
CANCELS FIRST REVISED SHEET NO. 7.753

Continued from Sheet No. 7.752

If to the Customer:

Facsimile:
Attention:

with a copy to:

Facsimile:
Attention:

Except as otherwise expressly provided in this Agreement, all notices and other communications shall be deemed effective upon receipt. Each party shall have the right to designate a different address for notices to it by notice similarly given.

10. Assignment; No Third Party Beneficiaries - This Agreement shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. No assignment of any rights or delegation of any obligations hereunder shall have the effect of releasing the assigning party of any of its obligations hereunder, and the assigning party shall remain primarily liable and responsible therefore notwithstanding any such assignment or delegation. Nothing in this Agreement shall be construed to confer a benefit on any person not a signatory party hereto or such signatory party's successors and assigns.

11. Waiver - At its option, either party may waive any or all of the obligations of the other party contained in this Agreement, but waiver of any obligation or any breach of this Agreement by either party shall in no event constitute a waiver as to any other obligation or breach or any future breach, whether similar or dissimilar in nature, and no such waiver shall be binding unless in writing signed by the waiving party.

Continued to Sheet No. 7.754

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



SECOND REVISED SHEET NO. 7.754
CANCELS FIRST REVISED SHEET NO. 7.754

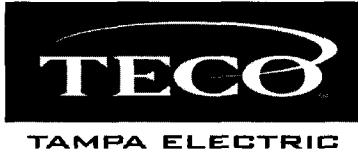
Continued from Sheet No. 7.753

12. Headings - The section and paragraph headings contained in the Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.
13. Counterparts - This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
14. Dispute Resolution - All disputes arising between the Customer and the Company under this Agreement shall be finally decided by the Commission in accordance with the applicable rules and procedures of the Commission.
15. Governing Law - This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
16. Confidentiality - The pricing levels and procedures described within this Agreement, as well as any information supplied by the Customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith is considered confidential, proprietary information of the parties. If requested, such information shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

Continued to Sheet No. 7.755

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



SECOND REVISED SHEET NO. 7.755
CANCELS FIRST REVISED SHEET NO. 7.755

Continued from Sheet No. 7.754

IN WITNESS WHEREOF, the Customer and the Company have executed this Agreement the day and year first above written.

Witnesses:

by: _____

Its: _____

Attest: _____

Witnesses:

TAMPA ELECTRIC COMPANY

by: _____

Its: _____

Attest: _____

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FOURTH REVISED SHEET NO. 7.763
CANCELS THIRD REVISED SHEET NO. 7.763

Continued from Sheet No. 7.762

10. This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained and, when duly executed, this Agreement constitutes the entire Agreement between the parties hereto.
11. Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of operation of or damage to the Facilities. For purposes of this paragraph, "Company" shall be defined as Tampa Electric Company, its parent, TECO Energy, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, employees, contractors, or parent, sister, of successor corporations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

Witnesses for the Customer:

Customer

By _____

Title _____

Attest _____

Title _____

Witnesses for the Company:

Tampa Electric Company

By _____

Title _____

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



THIRD REVISED SHEET NO. 7.765
 CANCELS SECOND REVISED SHEET NO. 7.765

APPENDIX A

Long-Term Facilities

Monthly Rental and Termination Factors

The Monthly Rental factor to be applied to the in-place value of the facilities as identified in the Long-Term Agreement is 1.19% per month plus applicable taxes.

If the Long-Term Rental Agreement for Facilities is terminated, a Termination Fee shall be computed by applying the following Termination Factors to the in-place value of the facilities based on the year in which the Agreement is terminated:

Year Agreement is Terminated	Termination Factors %
1	3.9
2	7.5
3	10.8
4	13.8
5	16.4
6	18.7
7	20.6
8	22.1
9	23.3
10	24.0
11	24.3
12	24.1
13	23.4
14	22.1
15	20.2
16	17.7
17	14.5
18	10.5
19	5.7
20	0.0

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



SECOND REVISED SHEET NO. 7.885
 CANCELS FIRST REVISED SHEET NO. 7.885

ARTICLE 1 – DEFINITIONS

- 1.1 "Base Revenue" is the portion of electric revenue received by the Company for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity, basic service, energy conservation, environmental, and fuel and purchased power recovery charges, franchise fees, and taxes.
- 1.2 "Baseline Base Revenue" equals the Base Revenue, if any, received for electric service at the Premises for the twelve-month period prior to the In-Service Date. If electric service has existed for less than twelve months prior to the In-Service Date, the Baseline Base Revenue will be calculated by averaging the monthly Base Revenue for those months that the electric service has existed prior to the In-Service Date and multiplying that average monthly Base Revenue by twelve. If no electric service has been provided at the Premises prior to the In-Service Date, the Baseline Base Revenue shall be zero. If the requested expanded electric service to the Premises will be measured by new metering, separate and apart from any metering of existing service to the Premises, there shall be no need to calculate Baseline Base Revenue and the Incremental Base Revenue shall be all Base Revenue received for electric service measured by the new metering during the Performance Guaranty Period.
- 1.3 "Incremental Base Revenue" is Base Revenue received during the Performance Guaranty Period for electric service rendered to the Premises in excess of Baseline Base Revenue.
- 1.4 "Performance Guaranty Period" is the period of time commencing with the In-service Date, and ending on the fifth anniversary of the In-Service Date ("Expiration Date").
- 1.5 "Performance Guaranty Amount" is the dollar amount calculated in 2.2 below.

ARTICLE II - PERFORMANCE GUARANTEE AMOUNT

- 2.1 For purposes of this Agreement, Incremental Base Revenue shall equal the amount remaining after any applicable previously calculated Baseline Base Revenue is subtracted from the total Base Revenue received by the Company from the Customer for electric service to the Premises during the Performance Guaranty Period.
- 2.2 The Performance Guaranty Amount is the cost, as determined by the Company, of the required system expansion less Customer's Contribution in Aid of Construction ("CIAC") multiplied by a factor of 1.53. The Customer agrees to provide Company a Performance Guaranty Amount in the amount specified in the table below prior to Company installing the Facilities necessary to provide the electric service to serve the Premises.

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



SECOND REVISED SHEET NO. 7.920
CANCELS FIRST REVISED SHEET NO. 7.920

ARTICLE I – DEFINITIONS

- 1.1 "Relocated Facilities"– Customer facilities that have been dismantled or removed from one site on the customer's lands and reconstructed or relocated to the Premises in support of expanded mining activity within a specified region of customer lands within the Company's service territory.
- 1.2 "Expanded Facilities"– new Customer facilities built at or near the Premises to support expanded mining operations within a specified region of Customer lands within the Company's service territory.
- 1.3 "Base Revenue" is the portion of electric revenue received by the Company for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity, basic service, energy conservation, environmental, and fuel and purchased power recovery charges, franchise fees, and taxes.
- 1.4 "Baseline Base Revenue" equals the Base Revenue, if any, received for electric service at the current Premises (in the case of Expanded Mining Facilities) or at the former location (in the case of Relocated Mining Facilities), for the twelve-month period prior to the In-Service Date. If electric service has existed for less than twelve months prior to the In-Service Date, the Baseline Base Revenue will be calculated by averaging the monthly Base Revenue for those months that the electric service has existed prior to the In-Service Date and multiplying that average monthly Base Revenue by twelve. If no electric service has been provided at the Premises prior to the In-Service Date, the Baseline Base Revenue shall be zero. If the requested expanded electric service to the Premises will be measured by new metering, separate and apart from any metering of existing service to the Premises, there shall be no need to calculate Baseline Base Revenue and the Incremental Base Revenue shall be all Base Revenue received for electric service measured by the new metering during the Performance Guarantee Period.
- 1.5 "Incremental Base Revenue" is Base Revenue received during the Performance Guaranty Period for electric service rendered to the Premises in excess of Baseline Base Revenue.
- 1.6 "Performance Guaranty Period" is the period of time commencing with the In-service Date, and ending on the fifth anniversary of the In-Service Date ("Expiration Date").
- 1.7 "Performance Guaranty Amount" is the dollar amount calculated in 2.2 below

ISSUED BY: G. L. Gillette , President

DATE EFFECTIVE:



THIRTEENTH REVISED SHEET NO. 8.050
 CANCELS TWELFTH REVISED SHEET NO. 8.050

Continued from Sheet No. 8.040

DELIVERY VOLTAGE ADJUSTMENT

For purchases from Qualifying Facilities directly interconnected to the Company, the Company's actual hourly avoided energy costs shall be adjusted according to the delivery voltage by the following multipliers:

<u>Rate Schedule</u>	<u>Adjustment Factor</u>
RS, GS	1.0570
GSD, SBF	1.0532

For purchases from Qualifying Facilities not directly interconnected to the Company, any adjustments to the Company's actual hourly avoided energy costs for delivery voltage will be determined based on the Company's current annual system average transmission loss factor.

METERING REQUIREMENTS

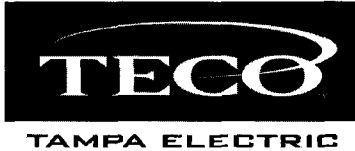
The Qualifying Facility within the territory served by the Company shall be required to purchase from the Company the metering equipment necessary to measure its energy deliveries to the Company. Energy purchased from Qualifying Facilities outside the territory served by the Company shall be measured as the quantities scheduled for interchange to the Company by the entity delivering As-Available Energy to the Company. Unless special circumstances warrant, meters shall be read at monthly intervals on the approximate corresponding day of each meter reading period.

Hourly recording meters shall be required for Qualifying Facilities with an installed capacity of 100 kilowatts or more. Where the installed capacity is less than 100 kilowatts, the Qualifying Facility may select any one of the following options: (a) an hourly recording meter, (b) a dual kilowatt-hour register time-of-day meter, or (c) a standard kilowatt-hour meter.

For Qualifying Facilities with hourly recording meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the Company's actual As-Available Energy Payment Rate for each hour during the month; and (2) the quantity of energy sold by the Qualifying Facility during that hour.

For Qualifying Facilities with dual kilowatt-hour register time-of-day meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the average of the Company's actual hourly As-Available Energy Payment Rates for the on-peak and off-peak periods during the month; and (2) the quantity of energy sold by the Qualifying Facility during that period.

Continued to Sheet No. 8.060



EIGHTH REVISED SHEET NO. 8.070
 CANCELS SEVENTH REVISED SHEET NO. 8.070

Continued from Sheet No. 8.061

CHARGES/CREDITS TO QUALIFYING FACILITY

A. Basic Service Charges

A monthly Basic Service Charge will be rendered for maintaining an account for a Qualifying Facility engaged in either an As-Available Energy or Firm Capacity and Energy transaction and for other applicable administrative costs. Actual charges will depend on how the QF is interconnected to the Company.

QFs not directly interconnected to the Company, will be billed \$990 monthly as a Basic Service Charge.

Monthly Basic Service charges, applicable to QFs directly interconnected to the Company, by Rate Schedule are:

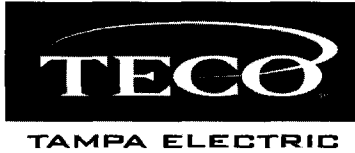
<u>Rate Schedule</u>	<u>Basic Service Charge (\$)</u>	<u>Rate Schedule</u>	<u>Basic Service Charge (\$)</u>
RS	15.00	GST	20.00
GS	18.00	GSDT (secondary)	30.00
GSD (secondary)	30.00	GSDT (primary)	130.00
GSD (primary)	130.00	GSDT (subtrans.)	990.00
GSD (subtrans.)	990.00	SBFT (secondary)	55.00
SBF (secondary)	55.00	SBFT (primary)	155.00
SBF (primary)	155.00	SBFT (subtrans.)	1,015.00
SBF (subtrans.)	1,015.00		

When appropriate, the Basic Service Charge will be deducted from the Qualifying Facility's monthly payment. A statement of the charges or payments due the Qualifying Facility will be rendered monthly. Payment normally will be made by the twentieth business day following the end of the billing period.

Continued to Sheet No. 8.071

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FIFTH REVISED SHEET NO. 8.306
 CANCELS FOURTH REVISED SHEET NO. 8.306

Continued from Sheet No. 8.304

Such security shall be in the form of cash deposited in an interest bearing escrow account mutually acceptable to the Company and the EP; an unconditional and irrevocable direct pay letter of credit in form and substance satisfactory to the Company; or a performance bond in form and substance satisfactory to the Company. The form of security required will be in the sole discretion of the Company and will be in such form as to allow the Company immediate access to the funds in the event of default by the CEP.

Florida Statute 377.709(4) requires a local government to refund Early Capacity Payments should a Municipal Solid Waste Facility owned, operated by or on the behalf of the local government be abandoned, closed down or rendered illegal. Therefore a utility may not require risk-related guarantees from a Municipal Solid Waste Facility as required in FPSC Rule 25-17.0832 (2)(c) and (3)(e)(8), F. A. C. However, at its option, a Municipal Solid Waste Facility may provide such risk-related guarantees.

4. **Additional Criteria:**

- a. The CEP shall provide monthly generation estimates by December 1 for the next calendar year; and
- b. The CEP shall promptly update its yearly generation schedule when any changes are determined necessary; and
- c. The CEP shall agree to reduce generation or take other appropriate action as requested by the Company for safety reasons or to preserve system integrity; and
- d. The CEP shall coordinate scheduled outages with the Company;
- e. The CEP shall comply with the reasonable requests of the Company regarding daily or hourly communications.

DELIVERY VOLTAGE ADJUSTMENT: Energy Payments to CEPs within the Company's service territory shall be adjusted according to the delivery voltage by the following multipliers:

Rate Schedule	Adjustment Factor
RS, GS	1.0570
GSD, SBF	1.0532

Continued to Sheet No. 8.308

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



SECOND REVISED SHEET NO. 8.312
CANCELS FIRST REVISED SHEET NO. 8.312

Continued from Sheet No. 8.308

Should the CEP elect a Net Billing Arrangement, the hourly net capacity and energy sales delivered to the purchasing utility shall be purchased at the utility's avoided capacity and energy rates, where applicable, in accordance with FPSC Rules 25-17.0825 and 25-17.0832, F.A.C. Purchases from the interconnecting utility shall be billed at the retail rate schedule, under which the CEP load would receive service as a customer of the utility.

Although a billing option may be changed in accordance with FPSC Rule 25-17.082, F.A.C., the Contracted Capacity may only change through mutual negotiations satisfactory to the CEP and the Company.

Basic Service charges that are directly attributable to the purchase of firm capacity and energy from the CEP are deducted from the CEP's total monthly payment. A statement covering the charges and payments due the CEP is rendered monthly and payment normally is made by the 20th business day following the end of the Monthly Period.

CHARGES/CREDITS TO THE CEP:

1. **Basic Service Charges:** A monthly Basic Service Charge will be rendered for maintaining an account for the CEP engaged in either an As-Available Energy or firm capacity and energy transaction and for other applicable administrative costs. Actual charges will depend on how the CEP is interconnected to the Company.

CEPs not directly interconnected to the Company, will be billed \$990 monthly as a Basic Service Charge.

Monthly Basic Service charges, applicable to CEPs directly interconnected to the Company, by Rate Schedule are:

RATE SCHEDULE	BASIC SERVICE CHARGE (\$)	RATE SCHEDULE	BASIC SERVICE CHARGE (\$)
RS	15.00		
GS	18.00	GST	20.00
GSD (secondary)	30.00	GSDT (secondary)	30.00
GSD (primary)	130.00	GSDT (primary)	130.00
GSD (subtrans.)	990.00	GSDT (subtrans.)	990.00
SBF (secondary)	55.00	SBFT (secondary)	55.00
SBF (primary)	155.00	SBFT (primary)	155.00
SBF (subtrans.)	1,015.00	SBFT (subtrans.)	1,015.00

Continued to Sheet No. 8.314

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:



FIRST REVISED SHEET NO. 8.314
CANCELS ORIGINAL SHEET NO. 8.314

If CEP takes service under Rate Rider GSLM-2 or GSLM-3, an additional Basic Service Charge of \$200.00 will apply.

When appropriate, the Basic Service Charge will be deducted from the CEP's monthly payment. A statement of the charges or payments due the CEP will be rendered monthly. Payment normally will be made by the 20th business day following the end of the billing period.

2. **Interconnection Charge for Non-Variable Utility Expenses:** The CEP shall bear the cost required for interconnection including the metering. The CEP shall have the option of payment in full for interconnection or make equal monthly installment payments over a 36 month period together with interest at the rate then prevailing for 30 days highest grade commercial paper; such rate to be determined by the Company 30 days prior to the date of each payment.
3. **Interconnection Charge for Variable Utility Expenses:** The CEP shall be billed monthly for the cost of variable utility expenses associated with the operation and maintenance of the interconnection. These costs include a) the Company's inspections of the interconnection and b) maintenance of any equipment beyond that which would be required to provide normal electric service to the CEP with respect to other Customers with similar load characteristics.
4. **Taxes and Assessments:** The CEP shall be billed monthly an amount equal to the taxes, assessments, or other impositions, if any, for which the Company is liable as a result of its purchases of firm capacity and energy produced by the CEP.

If the Company obtains any tax savings as a result of its purchases of firm capacity and energy produced by the CEP, which tax savings would not have otherwise been obtained, those tax savings shall be credited to the CEP.

5. **Emission Allowance Clause:** Subject to approval by the FPSC, the CEP shall receive a monthly credit, to the extent the Company can identify the same, equal to the value, if any, of any reduction in the number of air emission allowances used by the Company as a result of its purchase of firm capacity and energy produced by the EP; provided that no such credit shall be given if the cost of compliance associated with air emission standards is included in the determination of full avoided cost.

TERMS OF SERVICE:

1. It shall be the CEP's responsibility to inform the Company of any change in its electric generation capability.

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE:

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 130040-EI**

**IN RE: TAMPA ELECTRIC COMPANY'S
PETITION FOR AN INCREASE IN BASE RATES
AND MISCELLANEOUS SERVICE CHARGES**



COM 5
AFD 1
APA 1
ECO 10
ENG 1
GCL 1
IDM
TEL
CLK 1

**DIRECT TESTIMONY AND EXHIBIT
OF
GORDON L. GILLETTE**

PERMITS DIVISION DATE

01679 APR-5 20

FPSC-COMMISSION CLERK



BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 130040-EI
IN RE: TAMPA ELECTRIC COMPANY'S
PETITION FOR AN INCREASE IN BASE RATES
AND MISCELLANEOUS SERVICE CHARGES

DIRECT TESTIMONY AND EXHIBIT
OF
GORDON L. GILLETTE

DOCUMENT NO. DATE

01167913 4/5/13
FPSC - COMMISSION CLERK

1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2 **PREPARED DIRECT TESTIMONY**

3 **OF**

4 **GORDON L. GILLETTE**

5
6 **Q.** Please state your name, address, occupation and employer.

7
8 **A.** My name is Gordon L. Gillette. My business address is
9 702 N. Franklin Street, Tampa, Florida 33602. I am
10 employed by Tampa Electric Company ("Tampa Electric" or
11 "company") as President.

12
13 **Q.** Please provide a brief outline of your educational
14 background and business experience.

15
16 **A.** I received a Bachelor of Science degree in Mechanical
17 Engineering in 1981 and a Master of Science degree in
18 Engineering Management in 1985 from the University of
19 South Florida. In 2007, I completed the Advanced
20 Management Program at Harvard Business School. I am a
21 registered professional engineer in the State of Florida.

22
23 I joined Tampa Electric in 1981 as an engineer and worked
24 in the production and planning areas. I was promoted to
25 Manager of Generation Planning in May 1986 and later

1 served as Manager of Bulk Power and Generation Planning.
2 In January 1991, I became Director of Project Services
3 for TECO Power Services, responsible for fuel
4 procurement, environmental permitting and compliance and
5 power sales contract administration.

6
7 In November 1994, I was promoted to Vice President of
8 Regulatory Affairs for Tampa Electric, and in November
9 1995, I was named Vice President of Regulatory and
10 Business Strategy for Tampa Electric. In March 1998, I
11 was appointed Vice President of Finance and Chief
12 Financial Officer of TECO Energy and Tampa Electric. In
13 2001, I was appointed Senior Vice President and Chief
14 Financial Officer for TECO Energy. In July 2004, I was
15 promoted to Executive Vice President and Chief Financial
16 Officer of TECO Energy and President of TECO Guatemala.

17
18 In July 2009, I was promoted to President of both Tampa
19 Electric and Peoples Gas. As President, I am responsible
20 for the operation of the utilities, including Energy
21 Supply, Energy Delivery, Customer Care, Community
22 Relations, Fuels Management and Regulatory Affairs.

23
24 **Q.** What is the purpose of your direct testimony?
25

1 **A.** After extensive and careful analysis, Tampa Electric is
2 requesting approval by the Florida Public Service
3 Commission ("FPSC" or "Commission") for an increase in
4 the company's retail base rates and service charges. The
5 purpose of my direct testimony is to provide an overview
6 of Tampa Electric's need for rate relief beginning in
7 January 2014 and to describe the efforts we have taken to
8 avoid or defer seeking adjustments to our base rates and
9 charges. I will also introduce the other witnesses who
10 have filed direct testimony in support of the company's
11 petition and briefly describe the subject matter each
12 witness will cover.

13
14 **Q.** Have you prepared an exhibit to support your direct
15 testimony?

16
17 **A.** Yes. Exhibit No. ____ (GLG-1) entitled "Exhibit of Gordon
18 L. Gillette" was prepared under my direction and
19 supervision. It consists of two documents, as follows:
20 Document No. 1: List Of Tampa Electric Witnesses And
21 Purpose Of Their Direct Testimony
22 Document No. 2: List Of Minimum Filing Requirement
23 Schedules Sponsored Or Co-Sponsored
24 By Gordon L. Gillette

25

1 Q. Please describe Tampa Electric.

2
3 A. Tampa Electric was incorporated in Florida in 1899 and
4 was reincorporated in 1949. In 1981, Tampa Electric
5 became a wholly owned subsidiary of TECO Energy, Inc.
6 The company is a public utility regulated by the
7 Commission and the Federal Energy Regulatory Commission
8 ("FERC"). The company provides retail electric service
9 to approximately 684,000 customers over an approximate
10 2,000 square mile service territory within Hillsborough
11 and portions of Polk, Pasco and Pinellas counties.

12
13 The company maintains a diverse portfolio of generating
14 facilities with a net winter capability of approximately
15 4,700 Megawatts. Tampa Electric operates three major
16 electric generating stations that include fossil steam
17 units, combined cycle units, combustion turbine peaking
18 units, and an integrated gasification combined cycle
19 unit. These units are located at Big Bend Power Station,
20 H.L. Culbreath Bayside Power Station and Polk Power
21 Station.

22
23 Tampa Electric's transmission system consists of over
24 1,300 miles of overhead facilities, 25,500 towers and
25 poles and 15 miles of underground facilities. The

1 company's distribution system consists of approximately
2 6,300 miles of overhead facilities, 393,000 poles and
3 4,800 miles of underground facilities. Tampa Electric's
4 transmission and distribution systems are connected
5 through 220 substations throughout its service territory.
6

7 **Q.** Please summarize the company's position in this case.
8

9 **A.** Tampa Electric's primary goal is to safely provide
10 reliable electric service at the lowest reasonable long-
11 run cost. While the goal is simple to state, it is
12 difficult to achieve. We are constantly challenged by
13 changes in the economy, shifting needs of our customers
14 and variations in weather. The company is also
15 challenged by the ever-increasing need to protect our
16 environment and to comply with new laws and regulations.
17

18 I believe that Tampa Electric has met these challenges.
19 Between the company's last base rate proceeding and
20 December 2014, the company will have increased electric
21 plant-in-service by approximately \$1.1 billion for
22 generating facilities, new environmental equipment,
23 transmission and distribution facilities and other
24 infrastructure necessary to comply with regulations and
25 reliably serve our customers. As a result, the company's

1 2014 projected total rate base includes approximately
2 \$770 million that is not reflected in the company's
3 current base rates.

4
5 Like other utilities around the nation, the economic
6 slowdown over the past four years has adversely impacted
7 the company. We have worked diligently to manage our way
8 through the slowdown and resulting lower revenues. We
9 have controlled operations and maintenance ("O&M")
10 expenses, refinanced long-term debt at lower rates and
11 taken advantage of federal income tax incentives that
12 have resulted in substantially higher levels of zero-cost
13 capital in our capital structure. Nevertheless, the
14 demands of providing safe and reliable service to our
15 customers have not diminished and, in fact, have grown.
16 Tampa Electric needs rate relief now to ensure that we
17 are in a position to preserve our financial integrity so
18 we can continue to provide good service to our customers
19 at fair, just and reasonable rates. Further, with our
20 Polk 2-5 Conversion Project underway, the company needs
21 to be strong financially to attract needed capital from
22 the market at the best rates.

23
24 **RELIEF REQUESTED**

25 **Q.** What is the company's specific base rate relief request

1 in this case?

2

3 **A.** Based on the considerations I will describe, Tampa
4 Electric is requesting a \$134.8 million increase in base
5 rates and service charges effective January 1, 2014,
6 based on a 2014 projected test year. This increase will
7 cover the reasonable costs of providing service and allow
8 the company an opportunity to earn an appropriate return
9 on rate base.

10

11 I am proud of our team members' efforts in managing all
12 categories of expenses, and I am pleased with the
13 benefits we have provided to our customers.
14 Unfortunately, the results of our efforts are no longer
15 sufficient to cover our costs to provide service. For
16 2013, the company filed a forecasted surveillance report
17 with this Commission with an expected 8.75 percent rate
18 of return on equity ("ROE"), which is well below the
19 bottom of our authorized range. For 2014, without the
20 revenue requirements sought in this case, we expect the
21 company's ROE to be at 6.74 percent. It is critical over
22 the short- and long-term for our customers to have a
23 financially solid electric utility with access to the
24 capital markets to fund the required capital program to
25 serve customers reliably going forward. A projected ROE

1 of 6.74 percent for 2014 does not provide the level of
2 financial integrity needed to accomplish this goal and is
3 not in the best interest of customers or shareholders.
4

5 On behalf of Tampa Electric, witness Robert B. Hevert
6 will testify that the requested ROE of 11.25 percent is
7 fair and reasonable. Tampa Electric witness Jeffrey S.
8 Chronister will discuss the company's budgeted O&M
9 expenses, income statement, balance sheet and ongoing
10 capital budget along with the calculation of Tampa
11 Electric's revenue requirement for 2014.
12

13 **EVENTS SINCE TAMPA ELECTRIC'S LAST BASE RATE PROCEEDING**

14 **Q.** When was the company's last full revenue requirements
15 proceeding?
16

17 **A.** The company's last full revenue requirements proceeding
18 was filed August 11, 2008. The Commission issued its
19 Order No. PSC-09-0283-FOF-EI in Docket No. 080317-EI on
20 April 30, 2009 granting Tampa Electric a rate increase.
21

22 **Q.** What has been the company's experience since its last
23 base rate proceeding?
24

25 **A.** The company's experience from 2009 to 2012 has been

1 unusual, at least compared to historical trends. During
2 the middle of 2009, it became clear that the country was
3 heading into a period of unusual uncertainty and an
4 economic downturn that many refer to now as the "Great
5 Recession." This unforeseen recession generated a period
6 of slow or negative economic growth and, for electric
7 utilities like Tampa Electric, slower customer growth and
8 lower average customer energy usage.

9
10 The recent recessionary period was unprecedented. Over
11 the last five decades, during past recessions, it has
12 taken an average of 26 months to return to "pre-
13 recession" unemployment rates. However, as of March
14 2013, or 62 months after the "Great Recession" began,
15 unemployment has not yet returned to pre-recession
16 unemployment levels in our service territory, in Florida,
17 or the nation. In addition, in past recessions, our
18 service territory had fared better than Florida as a
19 whole, and Florida had fared better than the nation in
20 terms of unemployment. For the majority of this past
21 recession, the opposite has been the case.

22
23 As a result, a significant portion of the energy sales we
24 forecasted in the company's 2009 base rate proceeding
25 never materialized. The total base revenues approved by

1 the Commission in 2009, including the step increase
2 revenues, were approximately \$970 million. However, from
3 2009 to 2012, base revenues have averaged about \$900
4 million per year and have never exceeded \$933 million.
5 Annual retail energy sales have declined in four of the
6 last five years. In fact, the company's forecasted
7 adjusted jurisdictional base revenues for the 2014 test
8 year are \$908 million, a significant reduction from the
9 level of base revenues approved by the Commission in our
10 2008 base rate proceeding.

11
12 Other key statistics illustrate that customer growth
13 during the period from 2009 to 2012 was different than
14 previously experienced. Tampa Electric currently serves
15 approximately 684,000 customers, or only about 17,000
16 more customers than in 2008. This computes to an average
17 growth in the number of customers of 0.6 percent from
18 2008 to 2012, which is substantially lower than the
19 steady annual growth of 2.5 percent the company
20 experienced from 1995 to 2007. During 2008 and 2009, the
21 company actually experienced an unprecedented five
22 quarters of negative customer growth.

23
24 Fortunately, 2012 ended with a customer growth rate of
25 1.2 percent, which the company believes shows that the

1 period of unusual uncertainty is over and that Tampa
2 Electric is now poised for a period of more steady
3 customer growth, albeit at a rate much lower than
4 historical averages. Adding to the revenue growth
5 challenges, although the number of customers connecting
6 to our system is now expected to grow, creating demand
7 for new infrastructure, we expect average customer usage
8 to decline as it has been doing since 2005. In fact, the
9 company is now experiencing and projecting weather
10 normalized residential customer monthly average usage
11 levels below 1,200 kWh, a decline from a weather
12 normalized peak of over 1,300 kWh per residential
13 customer in 2005. The company's expectations of customer
14 growth and average usage are shown in the demand and
15 energy forecast, which in turn serves as the foundation
16 for the 2014 test year revenue forecast. The
17 methodologies and assumptions utilized in the company's
18 demand and energy forecast are discussed by Tampa
19 Electric witness Lorraine L. Cifuentes. In addition, on
20 behalf of Tampa Electric, witness Eric Fox will also
21 support the load forecast as well as the methodologies
22 and assumptions supporting the company's filing.

23
24 **Q.** What actions did the company take to deal with the
25 unusual uncertainty it faced since its last base rate

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change?

A. The last four years have been far from "business as usual" for Tampa Electric. The company navigated through this unsettled period by a series of management actions that included controlling capital and O&M expenses, implementing new efficiencies in its operations through organizational changes, benchmarking, continuous improvements and the use of technology. I am very proud of the company's many efforts over the last four years to manage our cost profile in the interest of avoiding requesting a rate increase for as long as possible.

Q. In addition to the measures mentioned above, what other measures did the company take to delay or mitigate the need for this rate request?

A. The company also managed the challenges of a growing rate base and the revenue shortfall by taking significant and important steps to reduce the weighted average cost of capital from the 8.29 percent approved in the 2008 base rate proceeding to the 6.74 percent proposed in this case. The company achieved these savings by refinancing long-term debt at much lower rates, and by taking advantage of a special federal program providing for

1 bonus depreciation for tax purposes, and by taking
2 opportunities to deduct plant repairs that were
3 previously capitalized for tax purposes. These tax
4 related initiatives have significantly increased the
5 amount of cost-free deferred income taxes in the capital
6 structure.

7
8 Deferred taxes represent a significant benefit to
9 customers since deferred taxes are a zero-cost source of
10 capital when determining the rate of return and,
11 therefore, allow Tampa Electric to utilize cash tax
12 savings to help fund its capital needs. Witness
13 Chronister, as well as Tampa Electric witness Sandra W.
14 Callahan will discuss these activities in their direct
15 testimony. In addition, witness Callahan will describe
16 the capital structure of the company and the importance
17 of maintaining the company's financial integrity and
18 current credit rating.

19
20 **Q.** Have these efforts been enough to avoid the need for a
21 rate increase?

22
23 **A.** Unfortunately, no. Although the economy in both the
24 United States and Florida has slowed, the long-term
25 demands of operating an electric utility and meeting

1 customer needs have continued unabated. The company was
2 able to weather the economic downturn by managing
3 employee headcount, developing and implementing operating
4 efficiencies and using technology. The company also made
5 temporary reductions of recurring O&M expenses to deal
6 with the revenue shortfalls and increased uncertainty we
7 faced. Witness Chronister, as well as Tampa Electric
8 witnesses Mark J. Hornick, S. Beth Young and Brad J.
9 Register will explain the details of these efforts, which
10 have allowed the company to keep annual O&M expenses
11 essentially constant since 2007. They will also explain
12 why the company needs to increase its O&M spending to
13 more sustainable and reasonable levels that are in line
14 with the O&M expense levels approved by the Commission at
15 the time of our last base rate proceeding. Witness
16 Chronister will also explain that the company's projected
17 O&M expenses for 2013 and 2014 will remain below the
18 Commission's O&M expense benchmark.

19
20 Tampa Electric managed O&M spending in an efficient and
21 effective way. Tampa Electric did the same with its
22 capital spending. Since 2009, the company has faced the
23 need to make significant incremental capital investments
24 in its electric system to keep it in good working order
25 for the long-term, and to meet the ever increasing

1 environmental, safety and reliability requirements of our
2 business. The company has strived to make these
3 investments in the most efficient and effective manner
4 possible. Since the last base rate proceeding the
5 company will have invested approximately \$1.1 billion in
6 new electric plant in service by 2014, which, net of
7 accumulated depreciation and including working capital,
8 will yield an increase in net adjusted jurisdictional
9 rate base of approximately \$770 million by 2014.

10
11 Unfortunately, the level of capital spending that has
12 been required and the resulting rate base growth has not
13 been matched by customer and revenue growth. In the
14 past, growth in the number of customers and average
15 energy use per customer has been sufficient to pay for
16 improvements to the electric system and cumulative
17 depreciation expense, recurring maintenance and general
18 inflation. However, due to the significant slowdown in
19 customer growth and the reversal in average customer
20 usage, revenue growth has not been adequate to keep pace
21 with the increases in the company's rate base and the
22 related revenue requirements that are essential to serve
23 customer needs.

24
25 **Q.** What are the primary drivers of the revenue requirement

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request being made in this proceeding?

A. The primary driver of our need for additional revenue are incremental capital costs and related depreciation expense associated with rate base growth. The growth in investment related to these costs has not been supported by a corresponding growth in revenues. Projected revenue levels, coupled with projected cost increases and the increasing demands of operating a public utility, have reduced the company's projected return on equity to the point that will impair the company's financial integrity unless we are granted rate relief.

Q. How does the company's proposed base revenues for 2014 compare to the base revenues provided for by the Commission in current rates?

A. Jurisdictional adjusted base revenues for 2014 are \$908 million. The company's projected base revenues approved by the Commission in our 2008 base rate proceeding were approximately \$969 million.

Q. Why does Tampa Electric need rate relief now?

A. It is always fair to ask why a rate increase is needed;

1 however, given the conditions the company has faced, it
2 is remarkable that the company managed to delay its
3 request for new rates until now. The economic downturn
4 that resulted in significant revenue shortfalls and the
5 needed investments in infrastructure in order to provide
6 safe and reliable electric service since the last rate
7 proceeding are driving the need for new rates. The
8 significant steps we took to lower cost of capital and be
9 as efficient as possible have significantly benefited
10 customers by delaying and reducing the size of the rate
11 relief needed.

12
13 **LOOKING FORWARD**

14 **Q.** Does the company expect to continue growing in the
15 future?

16
17 **A.** Yes. We believe the period of unusual uncertainty caused
18 by the Great Recession is over. The company expects
19 customer growth in the service area will continue,
20 although at a slower pace than the steady growth
21 experienced in the past. Looking to the future, the
22 company anticipates that the costs of complying with
23 environmental and reliability standards will continue to
24 increase. While increased efficiencies and aggressive
25 management of costs have allowed the company to operate

1 effectively, the current base rates will not be
2 sufficient to allow Tampa Electric to continue to meet
3 the electric needs of existing and new customers in a
4 safe and reliable way. The company projects that
5 without rate relief, the 2014 return on equity will fall
6 to 6.74 percent, a level that is insufficient to attract
7 capital and continue to provide safe and reliable
8 electric service.

9
10 **Q.** Will Tampa Electric need to continue to invest in its
11 electric system given the slowdown in growth?

12
13 **A.** Yes. The company will continue to connect new customers
14 to our system at an expected rate of about 1.5 percent
15 per year; however, average customer usage is forecasted
16 to decline by 0.3 percent, due to energy efficiency and
17 conservation measures. As witnesses Hornick and Young
18 explain in their direct testimonies, the company will
19 need to continue to invest in its system to serve new and
20 existing customers and to provide safe, reliable service
21 to customers. Witness Callahan will explain that the
22 company will have capital spending needs of \$1.4 billion
23 between 2013 and 2016 in order to maintain normal
24 operations.

25

1 On top of these capital requirements for our ongoing
2 operating needs, the company will be making a substantial
3 investment between 2014 and 2016 for the conversion of
4 Polk Units 2-5 to a more efficient combined cycle unit
5 and the construction of associated transmission
6 facilities. The Commission approved the need for the
7 Polk 2-5 Conversion and the associated transmission in
8 December 2012. The project will rely principally on
9 waste heat, which is essentially "free fuel", making it
10 the most efficient plant in our system. Through the need
11 determination process, the Commission determined that the
12 Polk 2-5 Conversion Project was the most cost-effective
13 option to address customer demand. Witness Hornick
14 provides more detail on the project in his direct
15 testimony. Witness Callahan will explain how this
16 project will impact our need for added capital and how
17 the decisions the Commission makes in this case will
18 affect the company's financial integrity at the time
19 significant capital spending for the Polk 2-5 Conversion
20 project begins.

21
22 **Q.** What other efforts has the company made to avoid or
23 mitigate the need for a rate increase and to run its
24 operations safely and efficiently?
25

1 **A.** In addition to managing O&M costs and reducing its cost
2 of capital, the company has made significant efforts and
3 achieved significant positive results in the areas of
4 environmental stewardship, reliability, safety and
5 employee compensation and benefits. The company has
6 installed new information technology in many areas making
7 it more efficient and effective. Additionally, the
8 implementations of continuous improvement programs and
9 benchmarking activities have produced cost savings that
10 are described in the testimonies of witness Hornick and
11 Young. The company is also proposing a reasonable
12 approach for storm damage expenses in this case.

13
14 **Q.** Please describe the company's ongoing environmental
15 commitments to limit emissions and maximize beneficial
16 re-use.

17
18 **A.** In April 2010, Tampa Electric completed installing the
19 Selective Catalytic Reduction systems at Big Bend Power
20 Station. This was part of a 10-year, \$1.2 billion
21 environmental improvement plan signed in 1999 with the
22 United States Environmental Protection Agency.
23 Additionally, more than 97 percent of combustion
24 byproducts generated at Big Bend and Polk Power Stations
25 are sold to third parties for beneficial re-use. The

1 company's byproduct marketing efforts have been recognized
2 by the Commission Staff as among the best in Florida and
3 help the company protect the environment and reduce the
4 net cost of operating Big Bend and Polk Power Stations.
5

6 **Q.** What have been the benefits of Tampa Electric's emission
7 control activities?
8

9 **A.** Since 1998, Tampa Electric has reduced annual SO₂, NO_x and
10 particulate matter emissions from its generating
11 facilities by 94 percent, 91 percent and 87 percent,
12 respectively. In addition to the reductions in regulated
13 emissions listed above, the company has reduced system-
14 wide emissions of CO₂ by over 20 percent since 1998.
15 Furthermore, the company has worked with several local
16 communities and agencies to develop and implement
17 mutually beneficial solutions to maximize the beneficial
18 re-use of reclaimed water and to reduce the use of
19 groundwater.
20

21 **Q.** How has the company performed in the areas of reliability
22 and safety?
23

24 **A.** Despite significant pressure to control O&M spending, the
25 company has performed very well in the areas of

1 reliability and safety. Reliability is achieved by
2 minimizing service interruptions by maintaining adequate
3 supply and availability of generating capacity and
4 maintaining the energy delivery system with sufficient
5 capacity and availability for the timely recovery of the
6 system in the event of an outage. The total interruption
7 time for the average Tampa Electric customer is lower
8 than many other utilities and is in the top quartile of
9 performance for southeastern utilities. Within Florida,
10 Tampa Electric's five-year average of total interruption
11 time for the average customer is the second lowest in the
12 state compared to the other investor-owned utilities,
13 despite our company's location in one of the most
14 lightning prone areas in Florida.

15
16 The performance of Tampa Electric's generating units has
17 also been very good and has helped the company defer its
18 need for an increase in base rates while reducing
19 customer bills each consecutive year by reducing fuel and
20 purchased power expenses. The company has improved the
21 performance and availability of its existing generating
22 units since the last base rate proceeding. These
23 improvements have provided, in effect, additional
24 generation at a relatively low cost compared to the costs
25 of constructing new and more expensive units. Witness

1 Hornick explains how the company's generating performance
2 has improved in his direct testimony. Tampa Electric
3 witness J. Brent Caldwell describes how the company
4 manages its fuel procurement and transportation
5 strategies to maintain plant reliability in a cost-
6 effective way.

7
8 Tampa Electric continues to excel in the area of safety.
9 For 2012, the company was ranked second among
10 participating members of the Southeastern Electric
11 Exchange for its Occupational Safety and Health
12 Administration recordable injury rate. The company's
13 incidence rate was 0.58, its lowest ever rate and the
14 first time the company achieved an incidence rate below
15 1.0. The company achieved these outstanding results
16 while also doing its best to manage its costs during an
17 economic downturn, demonstrating the company's commitment
18 to balance the needs to manage costs while continuing to
19 improve its internal processes for the benefit of its
20 employees and customers. Witnesses Young and Hornick
21 explain both the company's reliability measures and
22 safety practices and results in their testimonies.

23
24 **Q.** What has the company done to manage employee compensation
25 and benefit costs?

1 **A.** The company has aggressively managed its total employee
2 headcount, compensation levels and employee benefit
3 expenses. Witness Register will discuss the company's
4 employee benefit costs, its record of controlling health
5 care costs and the gross payroll expenses for the
6 company.

7

8 **Q.** What is the company's proposal for the annual storm
9 damage accrual and reserve target in this case?

10

11 **A.** Consistent with the Commission's decision in our 2008
12 rate proceeding, the company is proposing to maintain the
13 annual storm damage accrual amount at \$8 million, but to
14 increase the storm damage reserve target to \$100 million.
15 Tampa Electric witness Edsel L. Carlson Jr. will address
16 the appropriateness of the proposed annual storm reserve
17 accrual and the target level for the storm reserve. In
18 addition, on behalf of Tampa Electric, witness Steven P.
19 Harris will present his study supporting our proposed
20 annual storm reserve accrual.

21

22 **RATE DESIGN**

23 **Q.** Please discuss Tampa Electric's proposed overall rate
24 design.

25

1 **A.** The rates and service charges proposed by Tampa Electric
2 in this case have been designed to produce the company's
3 requested additional annual revenues of \$134.8 million.
4 Tampa Electric's proposed rate design accurately reflects
5 the cost to serve each of the various classes. Cost of
6 service is a major consideration in the rate design, as
7 is rate stability and continuity. The rate for the
8 residential class has been designed to provide
9 conservation-oriented price signals through the continued
10 use of tiered pricing. In addition, the company is
11 proposing to use a cost allocation methodology that
12 places equal emphasis on demand and energy. Tampa
13 Electric witness William R. Ashburn will discuss the
14 jurisdictional separation and retail cost of service
15 studies, billing determinants, billed electric revenue
16 budgets and rate design.

17
18 **Q.** Has Tampa Electric considered its customers before filing
19 for an increase in rates?

20
21 **A.** Yes, we have. A major tenet of Tampa Electric's
22 operating philosophy is a focus on our customers. The
23 company has carefully evaluated all options before making
24 this request. We understand that the recession has been
25 tough on families, businesses, and government

1 institutions. Most of our team members are customers.
2 The company is keenly aware of the impacts that a price
3 increase has and we remain committed to continuing to
4 implement efficiencies and other prudent cost-cutting
5 measures that mitigate the need for higher rates. Given
6 the existing lower fuel clause expenses, total customer
7 bills after the proposed rate increase will still be
8 lower than the resulting bills from the prior rate case
9 and lower than bills in 2007.

10
11 **Q.** Does the company have any programs designed for customers
12 facing difficult financial challenges in paying their
13 electric bill?

14
15 **A.** Yes. The company's special needs programs include our
16 62+ program and other assistance we provide to a variety
17 of social services programs, such as our SHARE program, a
18 program that helps customers who have low-incomes and/or
19 who are medically disabled and unable to pay their
20 energy-related bills. Commission-approved conservation
21 related credits and cash incentives are also provided to
22 customers to encourage them to use electricity wisely.
23 The company communicates with customers in multiple
24 forums and media on energy issues in an effort to help
25 our customers be more educated consumers and to

1 understand the value of our product.

2

3 **SUMMARY**

4 **Q.** Please summarize your direct testimony.

5

6 **A.** Tampa Electric has worked very hard to establish itself
7 as a low-cost provider of high quality electric service,
8 while being sensitive to the interests of our customers
9 and the environment in which we live. We are extremely
10 proud of our reliability and safety performance, as well
11 as our environmental commitments, as evidenced by our
12 strong performance relative to our peers in all these
13 areas. Our accomplishments reflect the efforts of a
14 strong management team and dedicated team members
15 throughout the company. Collectively, our efforts to
16 manage costs have succeeded in delaying the necessary
17 increase in the company's retail base rates and service
18 charges as long as possible. The central element in
19 Tampa Electric's operating philosophy is to provide
20 customers with reliable electric service at a reasonable
21 price. We know price increases put economic pressures on
22 our customers, but the declining financial condition of
23 the company, coupled with our obligation to provide
24 reliable service, gives us no choice other than to
25 request an increase in our prices. Having the ability to

1 earn a fair return on our investments in plant and
2 equipment, both in the near term and over time is
3 beneficial to customers. The company's proposed ROE
4 level will continue to yield benefits to customers by
5 ensuring that we maintain access to capital markets in
6 order to secure the necessary funding for current and
7 future investments at a reasonable cost. The proposed
8 increases in retail base rates are necessary to ensure
9 that Tampa Electric can continue to provide reliable,
10 cost-effective electric service at the levels its
11 customers have come to expect.

12
13 **Q.** Does this conclude your direct testimony?

14
15 **A.** Yes, it does.
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TAMPA ELECTRIC COMPANY
DOCKET NO. 130040-EI
WITNESS: GILLETTE

EXHIBIT

OF

GORDON L. GILLETTE

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**List Of Tampa Electric Witnesses
And Purpose Of Their Direct Testimony**

Witness	Purpose of Direct Testimony
Sandra W. Callahan	Tampa Electric's Senior Vice President and Chief Financial Officer and TECO Energy's Executive Vice President and Chief Financial Officer, will describe the capital structure of the company, the importance of maintaining the company's financial integrity, and the overall fair and reasonable rate of return needed to accomplish this goal.
Robert B. Hevert	Managing Partner with Sussex Economic Advisors, will address the company's capital structure, cost of capital and fair and reasonable rate of return.
Jeffrey S. Chronister	Tampa Electric's Controller, will discuss the company's budgeted O&M expenses, income statement, balance sheet and ongoing capital budget and will review Tampa Electric's outstanding record of managing O&M expense below the Commission's O&M benchmark. In addition, witness Chronister will explain the calculation of Tampa Electric's revenue requirement for 2014.
Lorraine L. Cifuentes	Tampa Electric's Manager, Load Research and Forecasting, will discuss the company's load forecasting process, describe the methodologies and assumptions and present the forecast.
Eric Fox	Director, Forecast Solutions for Itron, Inc., will support the load forecast presented in the company's filing.

Witness	Purpose of Direct Testimony
Mark J. Hornick	Tampa Electric's Director, Engineering and Project Management, will discuss the company's construction and O&M budgets for generation facilities.
S. Beth Young	Tampa Electric's Director, Transmission, will discuss the company's transmission and distribution system construction and O&M budgets. She will also discuss the company's reliability, service quality and storm hardening activities.
Steven P. Harris	Vice President with ABS Consulting, will address his study supporting our proposed annual storm reserve accrual and the target level for the storm reserve.
Edsel L. Carlson Jr.	Tampa Electric's Risk Manager, will address the appropriateness of the proposed annual storm reserve accrual and the target level for the storm reserve.
Brent J. Caldwell	Tampa Electric's Director, Wholesale Marketing and Fuels, will support the company's fuel inventory requirements.
Brad J. Register	Tampa Electric's Director, Benefits and Compensation, will discuss the company's employee benefit costs, its record of controlling health care costs and the gross payroll expenses for the company.
William R. Ashburn	Tampa Electric's Director, Pricing and Financial Analysis, will discuss the jurisdictional separation and retail class cost of service studies, billing determinants, billed electric revenue budgets and rate design.

TAMPA ELECTRIC COMPANY
DOCKET NO. 130040-EI
EXHIBIT NO. ____ (GLG-1)
WITNESS: GILLETTE
DOCUMENT NO. 2
PAGE 1 OF 1
FILED: 04/05/2013

LIST OF MINIMUM FILING REQUIREMENT SCHEDULES
SPONSORED OR CO-SPONSORED BY GORDON L. GILLETTE

MFR Schedule	Title
F-9	Public Notice