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October 13th letter with Corrected 2021
Settlement Agreement

Document No. 12120-2021

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October 13, 2021

VIA: ELECTRONIC FILING

Mr. Adam J. Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket 20210034-EI, Petition for Rate Increase by Tampa Electric Company

Dear Mr. Teitzman:

During the process of responding to Staff's data requests in this docket, the signatory parties ("Parties") to the 2021 Stipulation and Agreement ("2021 Agreement") pending approval in this docket identified two scrivener errors. The Parties would like to correct these errors so as to reflect the Parties' agreement as reflected in the rates established in the schedules and attachments to the 2021 Agreement before the Commission takes final action on the 2021 Agreement.

The first scrivener error is in the first partial paragraph on page 9 in paragraph 2(b)(vii) and is shown in redline format on Attachment One. This correction removes non-sensical language that was inadvertently included in the 2021 Agreement as executed and filed. The second scrivener error is in the carryover paragraph on pages 16-17 from paragraph 5(a)(i) and is shown in redline format on Attachment Two. These changes were discussed and agreed to by the Parties prior to their execution of the 2021 Agreement and were reflected in the manner in which the Clean Energy Transition Mechanism ("CETM") factors filed on August 20, 2021 were actually calculated, but inadvertently they omitted the corresponding and previously agreed conforming language in the version of the 2021 Agreement filed with the Commission. I have consulted with counsel for the Parties to the 2021 Agreement and am authorized to represent that they agree with the scrivener updates in Attachments One and Two.

In the interest of efficiency, I have enclosed a corrected version of the 2021 Agreement with substituted pages 9, 16, and 17, but with no other changes, as Attachment Three. No other corrections are necessary to have the language accurately reflect the rates and costs shown in the schedules and tariffs that accompany the 2021 Agreement and on which it is predicated. The Parties request that the Commission consider this corrected version of the 2021 Agreement at the final hearing on October 21, 2021, and that the corrected version be attached to the Final Order upon approval by the Commission. We also request that this letter and attachments be identified as a Hearing Exhibit on

the Comprehensive Exhibit List and that this letter Exhibit be included in the record at the Final Hearing for completeness.

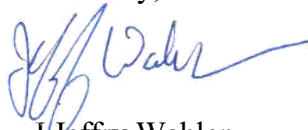
Tampa Electric has discussed with the Parties the Staff's preference for a more frequent CETM revenue true up and offers the following clarification. As noted in Tampa Electric's Response to Staff's Ninth Data Request, No. 1 (bates pages 2 and 3), the company and other Parties acknowledge and concur that the 2021 Agreement permits "trueing up" CETM revenues more frequently than just the final true-up specified in paragraph 5(h) of the Agreement.

Specifically, the company and the Parties: (1) acknowledge that the Commission has authority to include language in the Final Order approving the 2021 Agreement that would require Tampa Electric to credit or debit any CETM revenue over- or under-recovery balance and associated carrying costs through the Energy Conservation Cost Recovery Clause each time the CETM billing factors are updated and considered by the Commission as specified in paragraph 5(d) of the 2021 Agreement and (2) do not object to the Final Order including language to that effect. Alternatively, the company and Parties acknowledge and concur that the Commission equally has the discretion and authority to order that the CETM revenue true-up described above be reflected prospectively as a debit or credit in the calculation of the updated CETM factors specified in paragraph 5(d) of the 2021 Agreement.

Finally, the company does not object to filing in August 2024 its first CETM factor update per paragraph 5(d) of the 2021 Agreement for Commission consideration, or to language in the Final Order so stating.

Thank you for your assistance in connection with this matter.

Sincerely,



Jeffrey Wahlen

JJW/ne

Attachments

cc: Charles Murphy (by email)
All parties of record (by email)

Attachment One

First Partial Paragraph on Page 9 (paragraph 2(b)(vii):

Tampa Electric earning below the new ROE floor, Tampa Electric must choose whether to utilize the Trigger mechanism or to avail itself of Paragraph 10 and exit the 2021 Agreement. Since the purpose of Paragraph 11 on Tax ~~the cost recovery revenue distribution shown on Exhibit~~ Changes is to increase or decrease revenues to counterbalance the impact of corporate income tax rate changes, the net operating income impact of the operation of Paragraph 11 should be zero and thus shall not impact application of the Trigger.

* * *

Attachment Two

5. Clean Energy Transition Mechanism (“CETM”).

(a) The Parties agree that (i) the net book value as of December 31, 2021 of the company’s AMR assets to be retired, (ii) the net book value as of December 31, 2021 for the portions of Big Bend Units One, Two, and Three to be retired (including costs slated for recovery via the ECRC) (“Big Bend Retirement Assets”), and (iii) the company’s dismantlement reserve deficiency for the Big Bend Retirement Assets as shown in the company’s MFRs and described in its testimony and as are currently slated for recovery through the ECRC, shall be moved into regulatory asset accounts and recovered from customers using the levelized Clean Energy Transition Mechanism (“CETM”) described in this Paragraph 5 and not through its general base rates and charges or the ECRC. The calculation of the annual levelized CETM revenue amount of \$68,550,000 is attached hereto as Exhibit J, which is incorporated by reference. The company’s new CETM tariff shall be filed in conjunction with the tariff filing specified in Paragraph 6. The following cost-of-service principles and rate design considerations were used to calculate the CETM:

(i) The levelized annual revenue requirement of \$68,550,000 was used to design the initial CETM charges. That amount is made up of two categories of cost: costs associated with the Big Bend retirements and costs associated with the AMR meter retirements. The Big Bend costs were allocated to each rate class ~~for rate design~~ using the allocation ~~factor last approved by~~ methodology proposed to the FPSC in the ~~overall cost-of-service study for the most recent settlement of this~~ base rate proceeding associated with ~~fossil-fueled~~ production plant cost (i.e., 4 CP). The AMR costs will be allocated based on the allocation factor ~~last approved by the FPSC used~~ in the company’s overall cost-of-service study ~~for the, in this~~ most recent base rate

proceeding, associated with meter plant cost. For purposes of the 2022 CETM charge calculations, the energy billing determinants utilized (to the extent applicable) were the ones contained in the company's Initial Rate Case Filing. For recovery of its CETM charges, TECO agrees to recover CETM costs from demand-metered customers on a demand (i.e., \$/kW) basis, during the term of this 2021 agreement. For non-demand-metered customers, TECO agrees to recover CETM costs on an energy (i.e., \$/kWh) basis, i.e., once allocated to relevant rate classes, each rate class-allocated revenue requirement was divided by the energy billing determinants to derive class rates.

Attachment Three

Corrected 2021 Agreement

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Rate Increase by) DOCKET NO.: 20210034-EI
Tampa Electric Company)
_____)

In re: Petition of Tampa Electric Company)
for Approval of 2020 Depreciation and) DOCKET NO. 20200264-EI
Dismantlement Study and Capital Recovery)
Schedules)
_____)
Dated: August 6, 2021

2021 STIPULATION AND SETTLEMENT AGREEMENT

THIS AGREEMENT is dated this 6th day of August, 2021, and is by and between Tampa Electric Company (“Tampa Electric” or the “company”), the Office of Public Counsel (“OPC” or “Citizens”), the Florida Industrial Power Users Group (“FIPUG”), the Florida Retail Federation (“FRF”), the Federal Executive Agencies (“FEA”), Walmart Inc. (“Walmart”), and the West Central Florida Hospital Utility Alliance (“HUA”). Collectively, Tampa Electric, OPC, FIPUG, FRF, FEA, Walmart, and HUA shall be referred to herein as the “Parties” and the term “Party” shall be the singular form of the term “Parties.” OPC, FIPUG, FRF, FEA, Walmart, and HUA will be referred to herein as the “Consumer Parties.” This agreement, including Exhibits appended hereto, shall be referred to as the “2021 Agreement.”

Background

Tampa Electric filed its last depreciation and dismantlement study in 2011. The Commission approved depreciation rates for the company on April 3, 2012 by Order No. 2012-0175-PAA-EI in Docket No. 20110131-EI. That order became final on April 30, 2012 by Order No. 2012-0226-CO-EI. The company used the rates approved in Docket No. 20110131-EI when it filed its most recent general base rate case in 2013, i.e., Petition of Tampa Electric Company for an Increase in Base Rates and Service Charges, Docket No. 20130040-EI (“2013 Rate Case”).

On September 8, 2013, Tampa Electric and some of the Consumer Parties filed a Stipulation and Settlement Agreement (“2013 Stipulation”) that resolved all the issues in the 2013 Rate Case. Among other things, Tampa Electric agreed that the general base rates established in the 2013 Stipulation would remain in effect through December 31, 2017, and thereafter, until the company’s next general base rate case. The 2013 Stipulation also specified that Tampa Electric would forego seeking future general base rate increases with an effective date prior to January 1, 2018, except in limited, defined circumstances. The Florida Public Service Commission (“FPSC” or “Commission”) approved the 2013 Stipulation and memorialized its decision in Order No. PSC-2013-0443-FOF-EI, issued September 30, 2013.

Tampa Electric and the parties to the 2013 Stipulation amended and extended that stipulation by entering into the 2017 Amended and Restated Stipulation and Settlement Agreement (“2017 Agreement”), which was approved by the FPSC in November 2017.¹ The general base rate freeze provisions in the 2017 Agreement will expire on January 1, 2022.

In September 2020, the Parties began extensive discussions related to the anticipated 2021 Tampa Electric general rate case and the depreciation study filing. Experts of the Parties exchanged information and conducted extensive informal discovery. Late in 2020, the Parties agreed to pause the discussions to allow Tampa Electric to file depreciation studies and its rate case petition with supporting information. Ultimately, these three months of intensive and thorough discussions proved to be productive and helpful when the Parties resumed discussions in 2021.

Consistent with Paragraph 8 of the 2017 Agreement, Tampa Electric filed a depreciation and dismantlement study for approval with the Commission on December 30, 2020, which petition

¹ The Commission approved the 2017 Agreement by Order No. PSC-2017-0456-S-EI, issued on November 27, 2017 in Docket Nos. 20170210-EI and 20160160-EI.

was assigned to Docket No. 20200264-EI. In its depreciation petition, the company indicated that it would propose to recover the portion of the capital recovery schedules associated with Big Bend Units One, Two, and Three assets being recovered through the Environmental Cost Recovery Clause (“ECRC”) when it makes its projection filing for ECRC in 2021. It also indicated that it would request cost recovery for the portions of the capital recovery schedules associated with Big Bend Units One, Two, and Three and AMR assets to be retired being recovered through base rates when it files its next request for a general base rate increase. The total company amounts as of December 31, 2021 for these items are \$517.7 million of net book value and approximately \$111 million of projected dismantlement reserve deficiency of Big Bend assets to be retired.

On April 9, 2021, the company filed a petition for a general base rate increase, which was assigned to Docket No. 20210034-EI. Its general base rate case petition (“Rate Case”) was accompanied by the prepared direct testimony of 21 witnesses and 12 volumes of minimum filing requirement (“MFR”) schedules (“Initial Rate Case Filing”).

Docket Nos. 20200264-EI (depreciation and dismantlement costs) and 20210034-EI (Rate Case) were consolidated by Order No. PSC-2021-0147-PCO-EI, issued on April 22, 2021, which designated the Rate Case docket as the docket for filing all future pleadings, motions, notices, and other documents.

In its Rate Case petition, Tampa Electric requested a \$294,995,000 permanent annual increase in general base revenues and a reduction in its miscellaneous service charge revenues by \$6,635,000 annually, effective with the first billing cycle in January 2022. In addition, it argued that to mitigate the need for additional general base rate relief in 2023 and 2024, it should be authorized to implement two generation base rate adjustments (“GBRAS”) of approximately \$102,236,000 and \$25,639,000 effective with the first billing cycles for January 2023 and 2024,

respectively. The company's petition requested that the Commission approve a return on equity of 10.75%, an equity ratio of 54.6% and certain cost-of-service and rate design changes.

During these two dockets, Tampa Electric has responded to hundreds of interrogatories and produced over 35,000 pages of documents to assist the FPSC Staff and Consumer Parties in their evaluation of the company's proposals. The FPSC Staff conducted an audit of the company's Rate Case filing and experts of the Parties exchanged information and conducted extensive informal discovery. The company and its subject matter experts have also engaged in detailed and candid informal discussions with the lawyers, staff, and experts representing the Consumer Parties. As a result of these formal and informal discovery activities, the Consumer Parties and Tampa Electric are well informed about the issues presented by the company's depreciation and dismantlement study and Rate Case proposals, and the risks and costs associated with further litigation.

Accordingly, the Parties have undertaken to resolve by agreement and settle the issues presented by the company's depreciation and dismantlement study and Rate Case proposals so as to maintain predictability with respect to Tampa Electric's base rates and charges and to avoid the inherent risks, uncertainties, dedication of resources and costs of further litigation. The Parties have entered into this 2021 Agreement in compromise of positions in accord with their rights and interests under Chapters 120, 350, and 366, Florida Statutes, as applicable, and believe that this 2021 Agreement is in the public interest. As part of a negotiated exchange of consideration among the Parties to this 2021 Agreement, each Party has agreed to concessions to the others with the expectation, intent, and understanding such that all provisions of the 2021 Agreement, upon approval by the Commission, will be enforced by the Commission as to all matters addressed herein with respect to all Parties.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, which the Parties agree and acknowledge constitutes good and valuable consideration, the Parties hereby stipulate and agree as follows:

Provisions

1. **Term.**

This 2021 Agreement will become effective upon the date of the Commission's vote approving it ("Effective Date") and, except as specified otherwise herein, shall continue through and including December 31, 2024, such that, except as specified in this 2021 Agreement, no base rates, charges, or credits (including the CCV and Stand-by Generation credits that are specifically the subject of this 2021 Agreement) or rate design methodologies will be changed with an effective date before January 1, 2025. The period from the Effective Date through December 31, 2024 (subject to subparagraph 10(c)) shall be referred to herein as the "Term." The Parties retain all rights unless such rights are expressly waived, expressly limited, or expressly eliminated by the terms of this 2021 Agreement. Upon expiration of the Term or termination of the 2021 Agreement pursuant to Paragraph 10, the provisions of this 2021 Agreement shall terminate or remain in effect as specified herein.

2. **Return on Equity and Equity Ratio.**

(a) Subject to the Trigger provisions in subparagraph 2(b) and beginning January 1, 2022, Tampa Electric's authorized return on common equity ("ROE") shall be within a range of 9.00% to 11.00% ("ROE range"), with a mid-point of 9.95% ("mid-point"), except under the conditions specifically provided in this 2021 Agreement in Paragraphs 2(b) and 10. Tampa Electric's authorized ROE range and mid-point (as adjusted by the Trigger if applicable) using a 54 percent equity ratio (investor sources with any difference to actual equity ratio spread ratably

over long-term debt and short-term debt) shall be used for all regulatory purposes from January 1, 2022 to the end of the Term (and thereafter until the company's general base rates and charges are revised by a future unanimous signed agreement of the Parties approved by a Final Order of the Commission or a Final Order of the Commission issued as the result of the next subsequent general base rate proceeding), including, but not limited to, cost recovery clauses, recovery mechanism(s), earnings surveillance reporting, authorizing a potential exit from this 2021 Agreement pursuant to Paragraph 10, calculating the company's Allowance for Funds Used During Construction ("AFUDC"), and calculating interim rates as allowed herein.

(b) *ROE Trigger Mechanism.* The purpose of the provisions in this subparagraph 2(b) is to provide Tampa Electric with rate relief if the interest rate on U.S. Treasury bonds, as identified in subparagraph 2(b)(i), rise above the level specified herein; these provisions are generically referred to as the "Trigger" mechanism or the "Trigger provisions," or simply as the "Trigger."

(i) If at any time during the Term, but no more than once during the Term, the average 30-year United States Treasury Bond yield rate for any period of six (6) consecutive months is at least 50 basis points greater than the yield rate on the date the Commission votes to approve this 2021 Agreement ("Trigger"), Tampa Electric's authorized ROE shall, after an elective filing by Tampa Electric ("Petition"), be increased by 25 basis points to be within a range of 9.25 percent to 11.25 percent with a mid-point of 10.20 percent ("Revised Authorized ROE") from the Trigger Effective Date defined below in subparagraph 2(b)(vi) for and through the remainder of the Term, and for any period in which the company's base rates established in this 2021 Agreement continue in effect after December 31, 2024, until the Commission issues a final order in the next subsequent proceeding changing the company's base rates and its authorized ROE. No later than five business days after the Commission votes to approve this 2021 Agreement, Tampa Electric shall notify the

Parties of the 30-year United States Treasury Bond yield rate that was in effect upon the date the Commission votes to approve this 2021 Agreement by filing in this docket proof of the rate with the Commission Clerk and serving the Parties.

(ii) If the Trigger occurs during the Term, the company's base rates will be increased by the amount that, if collected for 12 consecutive months would total \$10 million, prorated for the remaining billing cycles in the calendar year that it is implemented if the rate change occurs after the first billing cycle of the calendar year, using an equal percentage increase to the basic service, demand, and energy base rates reflected in the company's base rate schedules existing at the time of the increase, except that the service charges and CCV and Stand-by Generation credits shall not be adjusted. If the Trigger occurs, the revenue requirement increase will be \$10 million on the basis of 12 consecutive subsequent months whether the Trigger occurs in 2022, 2023, or 2024.

(iii) This \$10 million annual base rate increase amount shall be reduced to the extent that the revenue increase would cause the company's adjusted earnings, as reflected on its *pro forma* weather adjusted latest, routinely filed earnings surveillance report ("ESR") for the latest month as of the Trigger Effective Date, to exceed the midpoint of the new range as specified above. The use of the *pro forma*, weather adjusted ESR for the highly specific circumstances of the Trigger shall not be precedent for use of the *pro forma* weather adjustment information for any other purpose.

(iv) The Commission shall approve the company's verified request for an equal percentage rate increase to recover the designated revenue requirement pursuant to this Paragraph within sixty (60) days following the filing of the Petition, and such rate increase will be effective with the first billing cycle following Commission approval. The equal percentage increase shall

be calculated using the billing determinants included in the company's most recent projection Energy Conservation Cost Recovery Clause ("ECCR") filing unless otherwise agreed to by the Parties, with the understanding that the Consumer Parties do not waive the right to challenge the accuracy and validity of the billing determinants.

(v) The Trigger shall be calculated by summing the reported 30-year U.S. Treasury bond rates for each business day over any continuous six-month period, e.g., January 1, 2022 through July 1, 2022, or March 17, 2022 through September 17, 2022, for which rates are reported, and dividing the resulting sum by the number of such business days in such period.

(vi) The effective date of the Revised Authorized ROE ("Trigger Effective Date") shall be the first day of the month following the day in which the Trigger is reached. If the Trigger is reached and the Revised Authorized ROE becomes effective, except as otherwise specifically provided in this Agreement, Tampa Electric's Revised Authorized ROE range and mid-point shall prospectively be used for the remainder of the Term (and thereafter until the company's general base rates and charges are revised by the next subsequent unanimous signed agreement of the Parties approved by a Final Order of the Commission or a Final Order of the Commission issued as the result of the next subsequent base rate proceeding) for cost recovery clauses, earnings surveillance reporting, Paragraph 10 of this 2021 Agreement regarding an ROE adjustment, and AFUDC.

(vii) By seeking and receiving a rate increase under this Paragraph, Tampa Electric will be affirming that it remains under this 2021 Agreement for the remainder of the Term, unless and until it subsequently invokes the provisions under Paragraph 10 to exit the 2021 Agreement. Tampa Electric cannot double count the impact of the Trigger and the ability to achieve a higher mid-point by virtue of Paragraph 10. For example, if application of the Trigger were to result in

Tampa Electric earning below the new ROE floor, Tampa Electric must choose whether to utilize the Trigger mechanism or to avail itself of Paragraph 10 and exit the 2021 Agreement. Since the purpose of Paragraph 11 on Tax Changes is to increase or decrease revenues to counterbalance the impact of corporate income tax rate changes, the net operating income impact of the operation of Paragraph 11 should be zero and thus shall not impact application of the Trigger.

(c) The company may exercise the Trigger mechanism provided in the Paragraph during the Term, but not thereafter. The ROE midpoint and range and equity ratio in effect at the expiration of the Term of this 2021 Agreement, and including ROE midpoint and range that are adjusted pursuant to subparagraph 2(b) shall continue in effect until the company's ROE is next reset by a final order of the Commission whether by Paragraph 10 or otherwise.

3. 2022 Revenue Increase.

(a) The Parties agree that Tampa Electric shall change its base rates and charges for a net annual revenue increase amount of \$122,678,000 ("2022 Increase") effective with the first billing cycle of January 2022 and as more specifically described in this Paragraph. Exhibit A shows the changes from the company's Initial Rate Case Filing that have been agreed to by the Parties and incorporated in the determination of the 2022 Increase. The 2022 Increase shall be reflected in customer bills using the cost-of-service principles, billing determinants, rate design considerations, and tariffs specified in Paragraph 6, below. The 2022 Increase is described as a net increase herein, because some of the company's service charges will be lower than the service charges currently in effect.

(b) The calculation of the 6.26 percent overall rate of return used to calculate the 2022 Increase is shown in Exhibit B, which is incorporated herein by reference, and reflects the ROE and equity ratio described in Paragraph 2, above.

(c) The Parties agree to the calculation of the company's 2022 annual revenue requirement and 2022 Increase as shown on Exhibit C, which is incorporated herein by reference. The calculation of the 2022 Increase reflects the removal of the (a) undepreciated net book values as of December 31, 2021 of the AMR assets to be retired; (b) undepreciated net book value as of December 31, 2021 of the portions of Big Bend Units One, Two, and Three to be retired from operations no later than December 31, 2023; and (c) reserve deficiency associated with the dismantlement of Big Bend Units One, Two, and Three from the 2022 revenue requirement recovered through base rates and charges and transfer of those costs for cost recovery via the Clean Energy Transition Mechanism ("CETM") described in Paragraph 5, below, and the following six (6) agreed to adjustments to the 2022 projected FPSC jurisdictional rate base and net operating income amounts shown in the company's Initial Rate Case Filing minimum filing requirement schedules ("MFRs"):

(i) *Clean Energy Transition Mechanism.* The Parties agree that revenue requirement for the cost recovery of the: (a) undepreciated net book values as of December 31, 2021 of the AMR assets to be retired; (b) undepreciated net book value as of December 31, 2021 of the portions of Big Bend Units One, Two, and Three to be retired; and (c) reserve deficiency associated with the dismantlement of Big Bend Units One, Two, and Three shall be removed from the: (i) revenue requirement used to develop 2022 base rates and charges and (ii) the 2022 ECRC clause factor determination; and will be recovered through the CETM described in Paragraph 5, below. The

adjustments related to the CETM shall be reflected on future ESRs consistent with the cost-of-service adjustment agreed to herein and Commission ESR reporting requirements for clauses.

(ii) *GBRA Assets and Expenses.* The Parties agree that the 2022 thirteen-month average rate base amount shall be reduced by \$84,449,106 to eliminate the potential of double counting in the calculation of the GBRAAs described in Paragraph 4, below. The effect of this change on the 2022 thirteen-month average rate base is shown on Exhibit D. The Parties also agree that 2022 test year O&M expenses should be reduced by \$1.6 million for the same reason. The effect of this change on the 2022 net operating income is shown on Exhibit E. This is a one-time adjustment needed to correct the revenue requirement for 2022 and shall not be reflected on future ESRs.

(iii) *Solar ITC Credits.* The Parties have agreed that the life of solar assets to be used when calculating depreciation rates and expenses shall be extended from 30 years (as initially proposed by the company) to 35 years; consequently, the Parties agree that the amortization period to reflect solar ITCs on a normalized basis should also be extended from 30 to 35 years, resulting in an annual test year increase to income tax expense and reduction to net operating income of \$1,482,776, which when grossed up has the effect of increasing the 2022 revenue requirement by \$1,991,591. This calculation is shown on Exhibit F. The calculation of the 2023 and 2024 GBRAAs specified in Paragraph 4 reflect the economic impact of the change to a 35-year life for solar assets. The impact of this change will be reflected in system per books amounts for future ESRs.

(iv) *O&M Expense - Incentive Compensation.* The Parties have agreed that the amount of incentive compensation expense included in the calculation of 2022 jurisdictional net operating income in the company's Initial Rate Case Filing shall be reduced by \$5 million. This amount is a negotiated amount that compromises a dispute among the Parties, acknowledges the fact that a certain portion of executive and non-executive incentive compensation is related to financial

incentives including increasing shareholder value in the form of earnings per share, while also recognizing that incentive compensation can contribute to increased safety and reliability, and that this negotiated adjustment shall have no precedential value as to any Party in the future. The effect of this change on the 2022 net operating income is shown on Exhibit E. This adjustment shall be reflected on future ESRs.

(v) *Other O&M Expenses.* The Parties have agreed that the total amount of O&M Expenses in the 2022 test year shall be reduced by an additional \$11.5 million from levels identified in the company's Initial Rate Case Filing over the \$5 million incentive compensation adjustment specified above, resulting in a total O&M reduction of \$16.5 million for the 2022 test year. The effect of the incremental \$11.5 million change on the 2022 net operating income is shown on Exhibit E. This additional \$11.5 million reduction is a negotiated amount intended to resolve differences between the Consumer Parties and the Company regarding (a) the level of anticipated savings from future system and process improvements; (b) the appropriate amount of shared services expenses, employee staffing, and other miscellaneous O&M expenses recoverable for the 2022 test year; and (c) to address the resolution of potential disputes about the effects of inflation and the company's 2022 revenue forecast. Instead of the \$11.5 million adjustment that was used to develop the 2022 Revenue Increase, the company will make a \$6 million adjustment on future ESRs to reflect a compromise among the Parties regarding the appropriate level of shared services expenses.

(vi) *Depreciation and Dismantlement Expense.* The 2022 proposed jurisdictional annual depreciation and dismantlement expense proposed by the company in its Initial Rate Case Filing has been reduced by \$28.7 million resulting in a net annual 2022 FPSC Adjusted depreciation and amortization expense of \$376,000,000. This change is a product of certain

changes to the company's proposed depreciation and dismantlement rates specified in Paragraph 9, below. The agreed-to depreciation and dismantlement rates and the calculation of the \$28.7 and \$376.0 million amounts specified above are detailed on Exhibit G and the solar asset change calculations are shown on Exhibit H. The FPSC Adjusted depreciation and amortization expense above is based on (a) the agreed-to depreciation and dismantlement rates specified in Paragraph 9, below, (b) the accelerated recovery of the retiring Big Bend Unit One, Two and Three assets and retiring AMR assets moving to the CETM described in Paragraph 5, below, and (c) the recovery of the dismantlement deficiency for the retiring Big Bend Unit One, Two and Three assets moving to the CETM described in Paragraph 5, below. The effect of these rate changes on the 2022 thirteen-month average rate base system per books is shown on Exhibit D. The effect of these rate changes on the 2022 net operating income is shown on Exhibit E. The impact of these changes will be reflected in system per books amounts for future ESRs.

(d) In addition to the adjustments established in this 2021 Agreement as specified in subparagraph 3(c), above, and except as modified by or specified in subparagraph 3(c), the company beginning January 1, 2022 shall reflect the adjustments shown on MFR schedules B-2 (rate base adjustments), C-2 (net operating income adjustments), and D-1b (cost of capital adjustments) on the surveillance reports to be filed during the Term of this 2021 Agreement, and thereafter until the company's general base rates and charges are revised by a future unanimous signed agreement of the Parties approved by a Final Order of the Commission or a Final Order of the Commission issued as the result of the next subsequent general base rate proceeding. Without limiting the generality of the foregoing, the Parties agree that the company's proposed coal inventory target as explained in the testimony of John Heisey and the company's proposed level of economic development expenses as explained in the testimony of Jeffrey S. Chronister are

reasonable and prudent, are specifically approved, and shall remain in effect until the company's general base rates and charges are revised by a future unanimous signed agreement of the Parties approved by a Final Order of the Commission or a Final Order of the Commission issued as the result of the next subsequent general base rate proceeding.

4. Generation Base Rate Adjustments (GBRA).

(a) Notwithstanding the general base rate freeze specified in Paragraph 10, the company shall recover the cost of its investment in, and operation of, Phase Two of its Big Bend Modernization Project and Phases Two and Three of its Future Solar projects to the extent of the GBRA as specified in this Paragraph 4.

(b) Effective with the first billing cycle in January 2023 and 2024, the Parties agree that Tampa Electric shall increase its base rates and charges to reflect GBRA in the annual amounts of \$89,754,622 and \$21,376,909, respectively. The calculation of these amounts is shown on Exhibit I, which is incorporated herein by reference.

(c) If the applicable federal or state corporate income tax rate for the company changes before any of the increases provided for in this Paragraph 4, the company will adjust the amount of any such base rate increase to reflect the new corporate income tax rate before the implementation of such increase as specified in Paragraph 11.

(d) If the company's authorized mid-point return on equity changes by operation of subparagraph 2(b) of this 2021 Agreement prior to the effective date of the rate adjustments specified in this subparagraph, the calculation of the GBRA amounts shown on Exhibit I shall be updated to reflect the new mid-point return on equity and customer's bills for billing cycles following such authorization shall reflect the updated mid-point return on equity.

(e) While 4 CP is the principle on which the company's next base rate case will be filed, during the Term of the 2021 Agreement, the GBRAs shall be reflected on customer bills by allocating each GBRA revenue requirement to rate classes as shown in Exhibit K and demand and energy base rate charges shall be increased on an equal percentage basis (to the extent practicable) within each class to recover the allocated revenue requirement increase for each class, and shall be calculated based upon the billing determinants used in the company's then-most-current ECCR filing with the Commission for the twelve months following the effective date of any respective GBRA. For GSD, GSLDPR, and GSLDSU rate classes, the increase will be recovered exclusively based on demand charges.

(f) In order to provide adequate time for review by the Commission and the Parties and to provide notice to customers as required by the Commission's rules, the company shall file the tariff changes necessary to implement the GBRAs specified in this Paragraph 4 on or before the dates specified for projected ECRC filings in 2022 and 2023.

(g) Except as specified in this 2021 Agreement, Tampa Electric's base rate and credit levels applied to customer bills, including the effects of the GBRAs implemented pursuant to this 2021 Agreement, shall continue in effect until next reset by future unanimous agreement of the Parties approved by a Final Order of the Commission or a Final Order of the Commission issued as a result of the next subsequent general base rate proceeding.

(h) Nothing in this 2021 Agreement shall preclude any Party to this 2021 Agreement or any other lawful party from participating, consistent with the full rights of an intervenor, in any proceeding that addresses any matter or issue concerning the GBRA provisions of this 2021 Agreement.

5. Clean Energy Transition Mechanism (“CETM”).

(a) The Parties agree that (i) the net book value as of December 31, 2021 of the company’s AMR assets to be retired, (ii) the net book value as of December 31, 2021 for the portions of Big Bend Units One, Two, and Three to be retired (including costs slated for recovery via the ECRC) (“Big Bend Retirement Assets”), and (iii) the company’s dismantlement reserve deficiency for the Big Bend Retirement Assets as shown in the company’s MFRs and described in its testimony and as are currently slated for recovery through the ECRC, shall be moved into regulatory asset accounts and recovered from customers using the levelized Clean Energy Transition Mechanism (“CETM”) described in this Paragraph 5 and not through its general base rates and charges or the ECRC. The calculation of the annual levelized CETM revenue amount of \$68,550,000 is attached hereto as Exhibit J, which is incorporated by reference. The company’s new CETM tariff shall be filed in conjunction with the tariff filing specified in Paragraph 6. The following cost-of-service principles and rate design considerations were used to calculate the CETM:

(i) The levelized annual revenue requirement of \$68,550,000 was used to design the initial CETM charges. That amount is made up of two categories of cost: costs associated with the Big Bend retirements and costs associated with the AMR meter retirements. The Big Bend costs were allocated to each rate class using the allocation methodology proposed to the FPSC in the settlement of this base rate proceeding associated with production plant cost (i.e., 4 CP). The AMR costs will be allocated based on the allocation factor used in the company’s overall cost-of-service study in this most recent base rate proceeding, associated with meter plant cost. For purposes of the 2022 CETM charge calculations,

the energy billing determinants utilized (to the extent applicable) were the ones contained in the company's Initial Rate Case Filing. For recovery of its CETM charges, TECO agrees to recover CETM costs from demand-metered customers on a demand (i.e., \$/kW) basis, during the term of this 2021 agreement. For non-demand-metered customers, TECO agrees to recover CETM costs on an energy (i.e., \$/kWh) basis, i.e., once allocated to relevant rate classes, each rate class-allocated revenue requirement was divided by the energy billing determinants to derive class rates.

(ii) The CETM factors will be updated periodically, beginning with rates that are effective with the billing cycle that begins approximately on or after January 1, 2025, and as described in subparagraph 5(d) below and as qualified in this subparagraph if any third year identified in that subparagraph is also a test year in a Tampa Electric general base rate proceeding then the update will occur as soon as possible but no later than 90 days after the conclusion of each company general base rate proceeding. The periods subsequent to December 31, 2024 that are covered by the update shall each be known as the "Update Period." The starting point for each subsequent Update Period will be reset based on the effective date of the then most current update as described in subparagraph 5(d).

(b) Each update will be calculated using new forecasted billing determinants for the divisor and updated allocation factors for allocation of the levelized revenue requirement to rate classes based on new forecasted loads of the applicable rate classes. Each Update Period filing shall be submitted for review by the Commission contemporaneous with the projected ECCR filings in the year prior to the proposed effective date of the new CETM factors. For each Update Period, TECO agrees to continue recovering CETM costs from demand-metered customers on a demand (i.e., \$/kW) basis. For non-demand-metered customers, TECO agrees to recover CETM costs on an energy (i.e., \$/kWh) basis.

(c) The CETM tariff established in this Paragraph 5 shall become effective with the first billing cycle in January 2022. The CETM shall appear on customer bills as a separate line item denominated as the “Clean Energy Transition Mechanism” (or a reasonable and clear abbreviation of that term if an abbreviation is needed to meet space limitations on the bills) and shall remain in effect for a period of 15 years from the first billing cycle in January 2022 through the last billing cycle of 2036, subject to a final true up in 2036 as described in subparagraph 5(h), below, and shall not be modified except as specified in subparagraphs 5(d), (e), (f), and (g). The mechanism established in this Paragraph 5 was specifically negotiated and established for the fair and reasonable recovery of known, defined costs, resulting in substantial rate mitigation benefits for customers during the Term and thereafter. It is based on the highly specific circumstances of Tampa Electric Company’s unique technological transition to smart meters and solar energy, is not intended to be a new cost recovery clause and shall not be expanded to allow recovery of costs other than those specified herein without the express written consent of all of the Parties to this 2021 Agreement. Further, the creation of the CETM is based on the give-and-take and compromises among the Parties and is in no way intended to be a precedent for adoption by the Commission for another utility who does not share the identical circumstances.

(d) *Periodic CETM Factor Updates.* Beginning in 2024, and every three years, or as modified by the timing of a general base rate proceeding provided in subparagraph 5(a)(ii) above, and thereafter until the 15-year CETM period expires, the company shall prepare and file with the FPSC a tariff filing reflecting the company’s proposed CETM billing factors for the next Update Period to be effective with the first billing cycle of the following year. The CETM factors for each Update Period shall be calculated using the \$68,550,000 annual CETM amount as adjusted pursuant to this Paragraph 5 and the billing determinants used in the company’s ECCR filing with

the Commission for the first calendar year CETM factors will be in effect. The Parties agree that these Update Period filings are not a clause-like proceeding and shall not be a vehicle for a “rate case” type inquiry into the operations, investments, and finances of the company, and that annual amount of revenue to be recovered through the CETM shall not be changed except as specified in this Paragraph 5. If the CETM is adjusted prospectively as specified in subparagraphs 5(e), (f), or (g), the Update Period for the next factor adjustment shall be re-set and run from January of the year following the effective date of the changes resulting from application of subparagraphs 5(e), (f), or (g). Nothing in this 2021 Agreement shall preclude any Party to this 2021 Agreement or any other lawful party from participating in the Update Period review of the CETM charges, consistent with the full rights of an intervenor.

(e) *Dismantlement Cost True-Up.*

(i) The amount for the Big Bend Unit One, Two, and Three assets to be retired (“Big Bend Retirement Assets”) in the company’s projected dismantlement reserve balance as of December 31, 2021 is \$8,301,987. The company’s projected dismantlement reserve deficiency as of December 31, 2021 is \$111,088,808. The calculation of the CETM reflects recovery of this \$111,088,808 reserve deficiency over a period of 13 years beginning January 2024, as shown in Exhibit J. The total of the company’s projected depreciation and dismantlement reserve balance as of December 31, 2021 and the company’s projected dismantlement reserve deficiency as of December 31, 2021 for the Big Bend Retirement Assets is \$119,301,987 and shall be referred to herein as the “Big Bend Retirement Asset Dismantlement Estimate.”

(ii) The amount of dismantlement costs the company will actually incur to dismantle the Big Bend Retirement Assets will not be known with certainty until the dismantlement work occurs and has been completed. During the first annual CETM Factor Filing after the

dismantlement of the Big Bend Retirement Assets is complete and the related work orders have been closed, the company shall propose to adjust the CETM prospectively to reflect the actual costs associated with dismantlement recorded in the regulatory asset accounts. While the company shall have sole discretion as to the timing of the dismantlement true-up process, it agrees to incorporate such dismantlement true-up proposal into the Update Period true-up, to the extent it is feasible. As part of this true-up process, the difference between the actual amount of dismantlement costs incurred and the Big Bend Retirement Asset Dismantlement Estimate, plus the associated carrying costs calculated using the company's then applicable overall ROR, shall result in the true-up amount – whether positive or negative – and the CETM factors shall be adjusted to reflect the true-up amount over whatever portion of the 15-year CETM period remains. Nothing in this 2021 Agreement shall preclude any Party to this 2021 Agreement or any other lawful party from participating, consistent with the full rights of an intervenor, in any proceeding that addresses any matter or issue concerning the Dismantlement True-Up of the CETM.

(f) *Overall Rate of Return Adjustments to the CETM.* The CETM annual revenue recovery amount shall be adjusted prospectively to reflect changes to the company's updated overall rate of return each time the company's midpoint return on equity is reset in a proceeding that adjusts the company's general base rates and charges, including, but not limited to, by operation of the Trigger. The adjustment contemplated in this subparagraph will apply the company's new overall rate of return (based on the company's new FPSC-approved weighted average cost-of-capital calculated using updated capital balances and cost rates) to the return calculation used to compute the CETM annual revenue amount. Within a reasonable time after the company's authorized midpoint return on equity has been adjusted and a new overall rate of return has been approved, the company will file a petition with the FPSC to adjust the CETM annual

revenue amount prospectively to reflect the updated overall rate of return. While the company shall have sole discretion as to the timing of the dismantlement true-up process, it agrees to incorporate such overall rate of return true-up proposal into the Update Period true-up, to the extent it is feasible. Nothing in this 2021 Agreement shall preclude any Party to this 2021 Agreement or any other lawful party from participating, consistent with the full rights of an intervenor, in any proceeding that addresses any matter or issue concerning a Rate of Return Adjustment to the CETM annual revenue amount.

(g) *Corporate Income Tax Rate Changes to CETM.* The CETM annual revenue recovery amount shall be adjusted prospectively each time federal or state corporate income tax rates (or another provision covered under Paragraph 11 which is applicable to the cost elements included for recovery through the CETM) are increased or decreased. The adjustment contemplated in this subparagraph will apply the new statutory corporate income tax rates in the revenue requirement calculation used to compute the CETM amount. Within a reasonable time after the company becomes aware of a federal or state corporate income tax rate change, the company will file a petition with the FPSC to adjust the CETM annual recovery amount prospectively to reflect the new statutory corporate income tax rate(s) as of the effective date of the rate change. While the company shall have sole discretion as to the timing of the tax true-up process, it agrees to incorporate such overall rate of return true-up proposal into the Update Period true-up, to the extent it is feasible. Any effects of the Paragraph 11 Tax Change provision changes on the CETM annual revenue amount from the effective date of the corporate income tax rate change through the date the updated CETM factors become effective shall be flowed back to or collected from customers through the ECCR on the same basis as used in any base rate adjustment. Nothing in this 2021 Agreement shall preclude any Party to this 2021 Agreement or any other

lawful party from participating, consistent with the full rights of an intervenor, in any proceeding that addresses any matter or issue concerning a corporate income tax rate adjustment to the CETM annual revenue amount.

(h) *Final True-Up*. During 2037, the company shall petition the Commission to true up the total amount recovered for the CETM through the end of 2036 so the total amount of costs recovered from the CETM equals the annual \$68,550,000 specified above as adjusted for actual dismantlement costs in subparagraph (e), overall rate of return in subparagraph (f), and any corporate income tax changes in subparagraph (g), above. The total true-up amount shall be credited or debited to the ECCR (or another clause if there is no ECCR in 2037) in conjunction with the 2036 true-up filing in 2037. This true-up shall also be designed to adjust for any over- or under-recovery of the revenue requirement applicable to the 15th year of the CETM.

(i) *Survival of CETM Provisions*. This Paragraph 5 shall survive the Term, the expiration of the Term by operation of the 2021 Agreement and any early termination of this 2021 Agreement pursuant to Paragraph 10, and shall remain in effect until the last billing cycle of December 31, 2036, subject to the Final True Up specified in subparagraph 5(h). The Parties acknowledge that (i) the levelized nature of the CETM benefits customers in the early years of the CETM, because the levelized annual revenue amount for recovery is lower than it would be using a traditional declining net book value ratemaking approach, (ii) this benefit to the customers has a corresponding and material cost to the company, (iii) that the benefits and costs to the customers and the company even out over the life of the mechanism, (iv) that the company's willingness to agree to the levelized cost-recovery approach reflected in the CETM is reasonable and in justifiable reliance on the CETM remaining in effect for the entire 15-year period contemplated herein, and (v) it would be inequitable for the CETM to be terminated before the company fully

recovers the costs anticipated to be recovered via CETM as specified in Exhibit J, and as adjusted for actual dismantlement costs as described in subparagraph 5(d), but no more than the adjusted amount.

6. Cost-of-Service Study, Billing Determinants, Rate Design, and Customer Rates.

(a) Effective with the first billing cycle in January 2022, the company shall be authorized to change its base rates and charges for a net annual revenue increase amount of approximately \$122,678,000 based on the 2022 billing determinants reflected in the company's Initial Rate Case Filing in this proceeding, adjusted to reflect correction of errors identified during the discovery process and the cost recovery revenue distribution shown on Exhibit K. The updated and agreed-to tariffs reflecting the customer rates and charges and other terms and conditions of service specified herein to become effective with the first billing cycle in January 2022 will be those in the company's Initial Rate Case Filing as updated to reflect the changes specified in this 2021 Agreement, and shall be filed with the FPSC within two-weeks of the date of submission of this 2021 Agreement for approval. Approval of this 2021 Agreement by the Commission shall constitute approval of the tariffs filed pursuant to this Paragraph 6.

(b) The following cost-of-service principles and rate design considerations are agreed to by the Parties and will be reflected in the tariff sheets to be filed as specified above:

(i) Transition to 100% implementation and application of Minimum Distribution System ("MDS") in the cost-of-service study for rate allocation purposes; however, retain the proposed basic service charge rate design for the RS and GS rate classes notwithstanding the 100% implementation of MDS in this case;

(ii) Allocate solar production plant costs in the cost-of-service study consistent with how non-solar production plant costs are allocated;

(iii) Transition to allocation, using a full 4 CP (three summer and one winter month) method for all production and transmission costs to each rate schedule within the cost- of-service study;

(iv) Increase stand by generator conservation program and interruptible conservation program credits as described in subparagraph 6(i) below;

(v) Certain changes and additions to (a) Lighting Tariff's LS-1 and LS-2 and (b) standard lighting contracts as shown on Exhibit L; and

(vi) The company's proposed service charges as included in its Initial Rate Case Filing.

(c) Except as specified in this 2021 Agreement, the company's general base rates, charges, credits, and rate design methodologies, for retail electric service specified in Paragraph 6, above, shall remain in effect for billing cycles through and including December 31, 2024, until revised by a future unanimous signed agreement of the Parties approved by a Final Order of the Commission or a Final Order of the Commission issued as the result of the next subsequent general base rate proceeding; however, nothing in this 2021 Agreement shall limit the ability of the company to begin collecting proposed new base rates and charges or a portion thereof subject to refund effective after the first billing cycle in January 2025 if the eight-month period of withheld consent specified in Section 366.06(3), Florida Statutes, has expired.

(d) The company shall, effective with the first billing cycle of 2022, allocate among its respective rate schedules all the revenue requirements established under this 2021 Agreement by applying the cost recovery revenue distribution shown on Exhibit K. This revenue attribution was derived by application of the 4 CP methodology for allocating production and transmission plant costs and the use of the full Minimum Distribution System ("MDS") costing method for allocating distribution plant costs, as mitigated. The Parties have agreed to the transitional revenue

percentage allocations shown in Exhibit K. with the further understanding that the company will, for purposes of meeting its initial burden of proof in complying with Rule 25-6.043, F.A.C., in Tampa Electric Company's next general base rate proceeding, file the cost-of-service MFRs using the 4 CP and full MDS methods for cost allocation. The company further commits to base its filed revenue attribution among customer classes in its next general base rate proceeding on full implementation of the 4 CP and MDS methodologies, and in that initial filing to substantially and materially improve the position of all above-parity customer classes toward parity, such that costs are allocated and revenue is collected consistent with 4 CP and full MDS methods. All Parties and affiliates of TECO ("Precluded Parties") will either not oppose, or will support, the 4 CP and full MDS implementation. If the 4 CP or full MDS methodology is opposed in the next general base rate case by an entity other than a Precluded Party, the Parties will indicate that they continue to support or not oppose implementation of the 4 CP and full MDS, but in response, may offer responsive information on alternative cost-of-service methodologies and revenue allocation methodologies solely on an alternative basis.

(e) With respect to cost recovery clauses that recover plant investment costs, it is the intent of the Parties that the company shall use the midpoint return on equity and equity ratio specified in Paragraph 2 and shall allocate among its respective rate schedules the annual cost recovery amounts to be recovered by applying the cost recovery revenue distribution shown on Exhibit K, and that the revenue distribution in Exhibit K shall be used in cost recovery clauses that recover plant investment costs until the company's general base rates and charges are revised by a future unanimous agreement of the Parties approved by a Final Order of the Commission or a Final Order of the Commission issued as the result of the next subsequent general base rate proceeding, subject to the following:

(i) *Storm Protection Plan Cost Recovery Clause.* The Commission's proceeding to establish 2022 cost recovery factors for the Storm Protection Plan ("SPP") is complete and the Commission has given its staff authority to administratively approve updates the company's 2022 SPP factors to reflect the provisions of this 2021 Agreement if it is approved. Upon approval of this 2021 Agreement, the company shall submit revised 2022 SPP factors for review and approval by Staff within a reasonable time so that the impact of this 2021 Agreement will be reflected in the 2022 SPP factors effective with the first billing cycle in January 2022.

(ii) *Other Clauses that Recover Plant Investment.* The Parties acknowledge that the company's 2022 projection filings for the ECCR and ECRC will likely be made before the Commission has an opportunity to approve this Agreement, but nevertheless desire that the company begin using the midpoint return on equity, equity ratio and revenue allocations specified in this 2021 Agreement for those clauses beginning with the first billing cycle of January 2022. Accordingly, the company may submit its 2022 projection filings in these two dockets without reflecting the terms of this 2021 Agreement, but upon approval of this 2021 Agreement will promptly submit to the Commission updated projection filings reflecting the midpoint return on equity, equity ratio and revenue allocations specified in this 2021 Agreement so that the 2022 cost recovery factors reflecting these inputs can become effective with the first billing cycle in January 2022.

(f) Except as expressly provided in this 2021 Agreement, the company may not petition to change any of its general base rates, charges, credits, cost allocation or rate design methodologies for retail electric service with an effective date for any such changes earlier than January 1, 2025.

(g) Notwithstanding subparagraphs 6(c) and 6(f), the company shall be authorized to change its base rates during the Term of this 2021 Agreement as set forth in Paragraphs 2(b), 4, 5, 6(c), and 11 in accordance with procedures identified therein for the Trigger, the GBRA mechanism, CETM factor updates, and the Tax Change provision.

(h) The current lock period for the Contracted Credit Value (“CCV”) shall remain 72 months (6 years).

(i) The company’s standby generator credit and commercial demand response credit shall be increased from \$5.35/kW/month to \$6.15/kW/month, concurrent with meter reads for the first billing cycle of January 2022. The CCV credit shall be increased from \$10.23/kW/month to \$11.75/kW/month for secondary, \$10.13/kW/month to \$11.63/kW/month for primary, and \$10.03/kW/month to \$11.52/kW/month for sub-transmission voltage customers, concurrently with meter readings for the first billing cycle of January 2022. To the extent that implementation of these revised credits results in an under-recovery or over-recovery of revenues that are subject to the ECCR, the company shall be authorized to make an adjustment to remedy any such under-recovery or over-recovery in its ECCR charges for 2023 and thereafter. The level of these credits will not change during the Term and will remain in effect after the expiration of the Term until changed, if at all, by a future unanimous signed agreement of the Parties approved by a Final Order of the Commission or a Final Order of the Commission issued as a result of the next subsequent general base rate proceeding. The credit modifications addressed in this subparagraph 6(g) will be reflected in the revised tariff sheets to be filed pursuant to this 2021 Agreement, the approval of which shall constitute approval of the revised tariff sheets.

(j) The company’s Economic Development Rider, which is set forth in Rate Schedule ECONOMIC DEVELOPMENT RATE – EDR of the company’s retail tariff, shall remain in effect

during the Term and thereafter until modified or terminated by order of the Commission. The Parties intend that the Commission's approval of this 2021 Agreement shall constitute continuing approval of the Economic Development Rider and that such approval shall satisfy the requirements of Rule 25-6.0426(3) - (6), F.A.C., and accordingly, the reductions afforded in Rate Schedule EDR shall be included as a cost in the company's cost of service for all ratemaking purposes and surveillance reporting. The rates in the Economic Development Rider shall be open for new customers and for new applications by existing customers through December 31, 2024, unless the maximum amount of economic development expenditures as specified in Rule 25-6.0426, F.A.C., is met, at which time the Economic Development Rider will be closed to new customers and to new applications by existing customers until the amount again falls below the maximum allowed.

(k) The provisions of this Paragraph 6 shall remain in effect during the Term except as otherwise permitted or provided for in this 2021 Agreement and shall continue in effect until changed by a unanimous signed agreement of the Parties approved by a Final Order of the Commission or a Final Order of the Commission issued as a result of the next subsequent general base rate proceeding.

7. Other Cost Recovery. Nothing in this 2021 Agreement shall preclude the company from requesting the Commission to approve the recovery of costs that are: (a) of a type which traditionally or historically would be, have been, or are presently recovered through cost recovery clauses or surcharges, or (b) incremental costs not currently recovered in base rates which the Legislature expressly requires shall be clause recoverable. Except as specified in this 2021 Agreement, the company shall not seek to recover, nor shall the company be allowed to recover, through any cost recovery clause or charge, or through the functional equivalent of such cost recovery clauses and charges, costs of any type or category that have historically or traditionally

been recovered in base rates, unless such costs are: (i) the direct and unavoidable result of new governmental impositions or requirements such as, for example and without limitation, express carbon reduction or express renewable energy mandates; or (ii) new or atypical costs that have not been litigated before the Commission because they were unforeseeable (in contrast to, for instance, pandemic costs) and could not have been contemplated by the Parties resulting from significantly changed industry-wide circumstances directly affecting the company's operations. As a part of the base rate freeze agreed to herein, the company will not seek Commission approval to defer for later recovery in rates, any costs incurred or reasonably expected to be incurred (such as those which have been litigated before the Commission (e.g. pandemic costs)), from the Effective Date through and including December 31, 2024, which are of the type which historically or traditionally have been or would be recovered in base rates, unless such deferral and subsequent recovery is expressly authorized herein or otherwise agreed to in a writing signed by each of the Parties. The Parties are not precluded from participating in any proceedings pursuant to this Paragraph 7, nor is any Party precluded from raising any issues pertinent to any such proceedings or the enforcement of this 2021 Agreement. This Paragraph 7 shall expire at the end of the Term or upon termination of the 2021 Agreement pursuant to Paragraph 10.

8. Storm Damage.

(a) Nothing in this 2021 Agreement shall preclude Tampa Electric from petitioning the Commission to seek recovery of costs associated with any tropical systems named by the National Hurricane Center or its successor without the application of any form of earnings test or measure and irrespective of previous or current base rate earnings. Consistent with the rate design and cost allocation methods approved in this 2021 Agreement, the Parties agree that recovery of storm costs from customers will begin, on an interim basis (subject to refund following a hearing or a full

opportunity for a formal proceeding), sixty days following the filing by the company of a cost recovery petition and tariff with the Commission and will be based on a 12-month recovery period if the storm costs do not exceed \$4.00/1,000 kWh on monthly residential customer bills. In the event the company's reasonable and prudent storm costs exceed that level, any additional costs in excess of \$4.00/1,000 kWh shall be recovered in a subsequent year or years as determined by the Commission, after hearing or after the opportunity for a formal proceeding has been afforded to all substantially affected persons or parties. All storm related costs shall be calculated and disposed of pursuant to Rule 25-6.0143, F.A.C., and shall be limited to (i) costs resulting from such tropical system named by the National Hurricane Center or its successor, (ii) the estimate of incremental storm restoration costs above the level of storm reserve prior to the storm, and (iii) the replenishment of the storm reserve to \$55,860,642. The Parties to this 2021 Agreement are not precluded from participating in any such proceedings and opposing the amount of Tampa Electric's claimed costs (for example, and without limitation, on grounds that such claimed costs were not reasonable or were not prudently incurred) or whether the proposed recovery is consistent with this Paragraph 8, but not the mechanism agreed to herein.

(b) The Parties agree that the \$4.00/1,000 kWh cap in this Paragraph 8 shall apply in aggregate for a calendar year; provided, however, that Tampa Electric may petition the Commission to allow Tampa Electric to increase the initial 12 month recovery at rates greater than \$4.00/1,000 kWh or for a period longer than 12 months if Tampa Electric incurs in excess of \$100 million of storm recovery costs that qualify for recovery under subparagraph 8(a) in a given calendar year, inclusive of the amount needed to replenish the storm reserve to \$55,860,642. All Consumer Parties reserve their right to oppose such a petition or take any position thereon.

(c) The Parties expressly agree that any proceeding to recover costs associated with any storm shall not be a vehicle for a "rate case" type inquiry concerning the expenses, investment, or financial results of operations of Tampa Electric and shall not apply any form of earnings test or measure or consider previous or current base rate earnings. Such issues may be fully addressed in any subsequent Tampa Electric base rate case.

(d) The provisions of this Paragraph 8 shall remain in effect during the Term except as otherwise permitted or provided for in this 2021 Agreement and shall continue in effect until the company's base rates are next reset by the Commission. For clarity, this means that if this 2021 Agreement is terminated pursuant to Paragraph 10 hereof, the company's rights regarding storm cost recovery under this 2021 Agreement are terminated at the same time, except that any Commission-approved surcharge then in effect shall remain in effect until the costs subject to that surcharge are fully recovered. A storm surcharge in effect without approval of the Commission shall be terminated at the time this 2021 Agreement is terminated pursuant to Paragraph 10 hereof.

(e) During the Term, the company will continue to follow the Future Process Improvements specified in the Tampa Electric Storm Cost Settlement Agreement filed with the FPSC on April 9, 2019 and approved by Order No. PSC-2019-0234-AS-EI, issued June 14, 2019 in Docket No. 201702711-EI. Inclusion of this subparagraph (e) shall not be construed to mean that the expiration of the Term or termination of this 2021 Agreement has any effect on the effectiveness or validity of Order No. PSC-2019-0234-AS-EI.

9. Depreciation.

(a) The Parties agree and intend that, notwithstanding any requirements of Rules 25-6.0436 and 25-6.04364, F.A.C., the company shall not be required during the Term of this 2021 Agreement to file any depreciation study or dismantlement study. The depreciation and amortization accrual rates specified on Exhibit G to this 2021 Agreement or otherwise in effect on December 31, 2021 shall remain in effect during the Term or until the company's next depreciation study and resulting depreciation and dismantlement rates have been approved, whichever is later. Notwithstanding the previous sentence, during the Term, the company may in its sole discretion petition, on an estimated earnings-neutral basis, the Commission to extend the lives of lighting assets and thereby reduce depreciation rates for lighting assets, and the Parties reserve all rights to oppose such petition, except that they may not claim that the petition violates this 2021 Agreement.

(b) Notwithstanding the provisions of subparagraph 9(a) above, the company shall file a depreciation and dismantlement study or studies no more than one year, nor less than 90 days, before the filing of its next general base rate proceeding, such that there is a reasonable opportunity for the Consumer Parties to review, analyze and potentially rebut depreciation rates or other aspects of such depreciation and dismantlement studies contemporaneously with the company's general base rate proceeding referenced in the first sentence of this subparagraph 9(b). The depreciation and dismantlement study period shall match the test year in the MFRs accompanying the general base rate case filed in accordance with this subparagraph, with all supporting data in electronic format with links, cells, and formulae intact and functional, and shall be timely served upon all Consumer Parties and all intervenors in such subsequent rate case.

10. Earnings.

(a) Notwithstanding Paragraph 2, and subject to the Trigger provisions in subparagraph 2(b) above, if Tampa Electric's earned return on common equity falls below 9.00% during the Term on a compliant monthly earnings surveillance report stated on an actual Commission thirteen-month average adjusted basis, Tampa Electric may petition the Commission to amend its base rates either through a general rate proceeding under Sections 366.06 and 366.07, Florida Statutes, or through a limited proceeding under Section 366.076, Florida Statutes. Nothing in this 2021 Agreement shall be construed as an agreement by the Consumer Parties that a limited proceeding would be appropriate, and Tampa Electric acknowledges and agrees that the Parties reserve and retain all rights to challenge the propriety of any limited proceeding or to assert that any request for base rate changes should properly be addressed through a general base rate case, as well as to challenge any substantive proposals to change the company's rates in any such future proceeding. This floor of 9.00% shall be subject to adjustment in accordance with the Trigger provision in subparagraph 2(b). For purposes of this 2021 Agreement, "Commission actual adjusted basis" and "actual adjusted earned return" shall mean results reflecting all adjustments to Tampa Electric's books required by the Commission by rule or order, but excluding pro forma adjustments. No Consumer Parties shall be precluded from participating in any proceeding initiated by Tampa Electric to increase base rates pursuant to this Paragraph 10, and no Consumer Party is precluded from opposing or seeking to modify Tampa Electric's request.

(b) Notwithstanding Paragraph 2, and subject to the Trigger in subparagraph 2(b) above, if Tampa Electric's earned return on common equity exceeds 11.00% during the Term on a compliant monthly earnings surveillance report stated on an actual Commission thirteen-month average adjusted basis, no Party shall be precluded from petitioning the Commission for a review

of Tampa Electric's base rates. In any case initiated by Tampa Electric or any other Party pursuant to Paragraph 7, all Parties will retain full rights conferred by law. The ceiling of 11.00% set forth in this subparagraph shall be subject to adjustment in accordance with the Trigger provision in subparagraph 2(b).

(c) Notwithstanding Paragraph 2 and subject to the Trigger provisions in subparagraph 2(b) above, this 2021 Agreement shall terminate upon the effective date of any Final Order of the Commission issued in any proceeding pursuant to Paragraph 10 that changes Tampa Electric's base rates prior to the last billing cycle of December 2024.

(d) This Paragraph 10 shall not: (i) be construed to bar Tampa Electric from requesting any recovery of costs otherwise contemplated by this 2021 Agreement; (ii) apply to any request to change Tampa Electric's base rates that would become effective after the expiration of the Term of this 2021 Agreement; (iii) limit any Party's rights in proceedings concerning changes to base rates that would become effective subsequent to the Term of this 2021 Agreement to argue that Tampa Electric's authorized ROE range should be different than as set forth in this 2021 Agreement; or (iv) affect the provisions of subparagraphs 6(d), 6(f) and 6(g) of this 2021 Agreement.

(e) Notwithstanding any other provision of this 2021 Agreement, the Parties fully and completely reserve all rights available to them under the law to challenge the level or rate structure (or the cost-of-service or cost allocation methodologies underlying them) of Tampa Electric's base rates, charges, credits, and rate design methodologies effective as of January 1, 2025 or thereafter, except as modified by Paragraph 6(c) above. It is specifically understood and agreed that this 2021 Agreement does not preclude any Consumer Party from filing before January 1, 2025, an action to challenge the level or rate structure (or the cost-of-service methodologies underlying them) of

Tampa Electric's base rates, charges, and credits effective as of January 1, 2025 or thereafter, provided they support full MDS and 4 CP cost allocations.

11. Corporate Income Tax Changes.

(a) Changes to federal and state corporate income tax rules after the Effective Date of this 2021 Agreement ("Tax Changes") can take many forms, including changes to corporate income tax rates, deductibility of costs, and the timing of deductibility of certain costs. It can also affect the availability of existing or new tax credits. Tax Changes can impact the effective corporate income tax rate used by a utility to (1) calculate and report FPSC adjusted net operating income and (2) measure existing and prospective deferred income tax assets and liabilities in the FPSC adjusted capital structure. Corporate income tax rate decreases will decrease the statutory tax rate used to calculate net operating income and generate excess accumulated deferred income tax ("ADIT") excesses. Corporate income tax rate increases will increase the statutory tax rate used to calculate net operating income and create ADIT deficiencies.

(b) *Accumulated Deferred Income Taxes and Normalization.*

(i) The Internal Revenue Code ("IRC") requires public utilities who use accelerated depreciation on utility property for tax purposes (like Tampa Electric) to follow a set of rules called "normalization requirements." These rules specify that a public utility can only use accelerated depreciation for income tax purposes if its regulator permits recovery of deferred income taxes on the differences resulting from using accelerated depreciation for income tax purposes and straight-line depreciation for regulatory accounting.

(ii) Depreciation-related method and life differences are currently considered "protected" under the IRC; other book-tax temporary differences are considered "unprotected." The normalization requirements also apply to investment tax credits and certain contributions in

aid of construction. Losing the ability to claim accelerated depreciation for federal corporate income tax purposes is the penalty for failure to follow the normalization requirements. FPSC Rule 25-14.013, F.A.C. (“FPSC Tax Rule”), acknowledges the protected/unprotected distinction in the IRC.

(iii) Consistent with the FPSC Tax Rule, the company records accumulated deferred income taxes in its accounting records when they arise based on the corporate income tax rate expected to be in effect when the difference reverses, which ordinarily is the tax rate in effect at the time an item of utility plant is placed in service. If the corporate income tax rate later declines, applicable accounting standards and the FPSC Tax Rule require the company to remeasure its ADIT balances at the lower rate, and a portion of the ADIT balance becomes “excess.” If the corporate income tax rate later increases, the company must remeasure its ADIT balances at the higher rate, which can result in an ADIT “deficiency.”

(iv) The FPSC Tax Rule addresses the impact of corporate income tax rate decreases *and increases* on ADIT, and states: “Each utility shall then recalculate all deferred income tax balances to reflect the enacted income tax rates in the period the timing differences are expected to reverse. The difference between the deferred income tax balances per books and the recalculated balances shall be recorded in regulatory asset and liability accounts as prescribed by the applicable Uniform System of Accounts at the time of recalculation.”

(v) When the federal corporate income tax rate was reduced in 1986 (Tax Reform Act of 1986) and 2017 (Tax Cuts and Jobs Act of 2017 or “TCJA”), Congress included a transition rule governing the remeasurement of protected ADIT at the new, lower rates called the average rate assumption method (“ARAM”), and Tampa Electric followed it. The ARAM required that protected ADIT be reduced (remeasured at the new, lower tax rate) over the remaining lives of the

property that gave rise to the ADIT as the temporary differences reverse. Failure to follow the ARAM for protected ADIT would have violated the normalization requirements in the IRC.

(vi) The TCJA did not specify a remeasurement rule for excess unprotected ADIT, but the Tax Reform provision in the company's 2017 Agreement (Paragraph 9) required the company to amortize excess unprotected ADIT as a reduction to income tax expense ratably over a five- or ten-year period depending on the amount of unprotected excess ADIT.

(c) If Tax Changes are enacted and become effective after this 2021 Agreement has been executed by the Parties and during the Term, the following provisions shall apply:

(i) The company will calculate the impact of Tax Changes on its retail jurisdictional net operating income thereby neutralizing the FPSC adjusted net operating income of the Tax Changes up or down to a net zero. The company will use its forecasted earnings surveillance report for the calendar year that includes the period in which Tax Changes are effective to calculate the impact of Tax Changes.

(ii) The impacts of Tax Changes, including, without limitation, rate changes and changes to the availability of existing and new tax credits and other similar tax benefits on a normalized basis, on base revenue requirements as calculated in subparagraph 11(c)(i) – up or down - will be reflected in the company's general base rates and charges through a prospective adjustment to those rates and charges to be effective within the later of: (a) 180 days from the date when Tax Changes become law or (b) the effective date of Tax Changes. This prospective adjustment to base rates and charges shall be accomplished through an equal percentage change – up or down - to customer, demand, and energy base rate charges as applicable for all retail customer classes.

(iii) Any effects of Tax Changes on retail revenue requirements from the effective date through the date of the base rate adjustment shall be flowed back to or collected from customers through the ECCR on the same basis as used in any base rate adjustment.

(iv) The company will adjust any GBRA that has not gone in effect up or down to reflect the new corporate income tax rate and the normalization of any new tax credits applicable to Future Solar projects on the revenue requirement for the GBRA. The effect of Tax Changes on a GBRA that has gone into effect will be addressed as part of the calculation in subparagraph 11(c)(i), above. The company will also adjust the CETM prospectively to reflect any new corporate income tax rate as specified in Paragraph 5.

(v) *ADIT Generally.* Any excess ADIT or ADIT deficiencies arising from Tax Changes shall be deferred to a regulatory asset or liability which shall be included in FPSC adjusted capital structure and flowed back to or collected from customers over a term consistent with law and the terms of this proposal.

(vi) *Protected Deferred Taxes.* If the Tax Changes law contains requirements governing the remeasurement of protected ADIT at the new corporate income tax rate – up or down – such as the ARAM, the company will follow those requirements. If the Tax Changes law does not contain requirements for “protected” ADIT, the company shall remeasure the ADIT arising from depreciation-related method and life differences – up or down – and adjust them up or down ratably over the total average remaining book life of the assets associated with the depreciation-related method and life differences.

(vii) *Unprotected Deferred Taxes – Tax Rate Increase.* If the Tax Changes law does not contain requirements governing the remeasurement of the kinds of ADIT that are currently considered “unprotected” and the corporate income tax rate goes up, the company shall net the

amount of unamortized excess ADIT remaining on its books (from TCJA) as of the effective date of Tax Changes against the total unprotected ADIT deficiency arising from Tax Changes and shall amortize the resulting net ADIT excess or deficiency ratably for five years or ten years as follows: (a) for five years if the net excess or deficiency amount is \$100 million or less or (b) over ten years if the amount is over \$100 million.

(viii) *Unprotected Deferred Taxes –Corporate Income Tax Rate Decrease.* If the Tax Changes law does not contain requirements governing the remeasurement of the kinds of ADIT that are currently considered “unprotected” and the corporate income tax rate goes down, the company shall add the amount of unamortized excess deferred taxes remaining on its books (from TCJA) as of the effective date of Tax Changes to the total unprotected ADIT excess arising from Tax Changes and shall amortize the resulting total ADIT excess ratably for five years or ten years as follows: (a) for five years if the total excess is \$100 million or less or (b) over ten years if the amount is over \$100 million.

(ix) The annual effect of the remeasurement of ADIT specified in subparagraphs 11(c)(vi – viii) shall be included as an increase or decrease to annual tax expense calculated at the new corporate income tax rate as specified in subparagraph 11(c)(i).

(x) As subsequent information becomes available, such as the tax return being filed, any true ups or adjustments will be evaluated and implemented within 120 days of that information being available.

(d) This action contemplated in this Paragraph 11 shall be accomplished in a limited proceeding initiated by the company and, except as required to perform the calculation in subparagraph 11(c)(i), without regard to the actual or projected earnings levels of the company and without a “base rate case” type inquiry into the operations, investments, and finances of the

company. Nothing in this 2021 Agreement shall preclude any Party or any other lawful party from participating, consistent with the full rights of an intervenor, in any proceeding that addresses any matter or issue concerning the Tax Change provisions of this 2021 Agreement.

(e) This Paragraph 11 shall expire at the end of the Term or upon termination of the 2021 Agreement pursuant to Paragraph 10.

12. Asset Optimization Mechanism. The Parties consent to the FPSC's approval of, and request that the Commission approve, an extension of, the company's Asset Optimization Mechanism as set forth in its Petition in Docket No. 20160160-EI, dated June 30, 2016, for a three-year period beginning January 1, 2022, with the following sharing thresholds: (a) up to \$4.5 million/year, 100 percent gain to customers; (b) greater than \$4.5 million/year and less than \$8.0 million/year, 60 percent to shareholders and 40 percent to customers; and (c) greater than \$8.0 million/year, 50 percent to shareholders and 50 percent to customers. The Parties further agree that (i) 100 percent of any revenue from the release of natural gas pipeline capacity by Tampa Electric either directly or indirectly (e.g., through arrangement with an affiliate) during the Term shall not be subject to sharing under the Asset Optimization Mechanism and shall be credited entirely to retail customers through the fuel and purchase power adjustment clause ("Fuel Clause") and (ii) any retirement/release of railcars will be taken into account in the Fuel Clause and will not be a matter subject to sharing through the Asset Optimization Mechanism. This Paragraph 12 shall expire at the end of the Term or upon termination of the 2021 Agreement pursuant to Paragraph 10.

13. Other.

(a) Except as specified in this 2021 Agreement, the company will enter into no new natural gas financial hedging contracts for fuel during the Term.

(b) The company agrees that it will not seek to recover any costs from its customers related to investments in oil and/or natural gas exploration, reserves, acreage and/or production, including but not limited to investments in gas or oil exploration or production projects that utilize “fracking” (hydraulic fracturing) or similar technology, during the Term.

(c) For any non-separated or non-stratified wholesale energy sales during the Term, the company will credit its fuel clause for an amount equal to the company’s incremental cost of generating or purchasing the amount of energy sold during the hours that any such sale was made.

(d) The full benefits of solar renewable energy credits (“RECs”) (including any and all rights attaching to environmental attributes) associated with the company’s Future Solar projects as described in the testimony of David Sweat, if any, will be retained for, and flowed through to, retail customers through the ECRC during the Term.

(e) All dollar values, asset determinations, rate impact values and revenue requirements in this 2021 Agreement are intended by the Parties to be retail jurisdictional in amount or formulation basis, unless otherwise specified.

(f) The Parties agree that, among other things, the company’s pre-filed testimony and MFRs in this case establish that its Big Bend Modernization, Future Solar, and AMI projects as reflected therein are reasonable, prudent and in the public interest. The Parties further agree that the early retirement and associated approval of cost recovery schedules for the (1) net book value as of December 31, 2021 of the company’s investment in AMR meters and Big Bend Retirement Assets and the (2) projected dismantlement reserve deficiency as of December 31, 2021 for the Big Bend Retirement assets via the CETM specified in this 2021 Agreement are reasonable, prudent and in the public interest. This subparagraph 13(f) shall survive the end of the Term or termination of the 2021 Agreement pursuant to Paragraph 10.

(g) Tampa Electric confirms and represents that all Storm Protection Plan-eligible costs have been removed from base rates and agrees to provide prompt notice and corrective action should the company discover otherwise. This subparagraph 13(g) shall survive the end of the Term or termination of the 2021 Agreement pursuant to Paragraph 10.

(h) Beginning January 1, 2022, Tampa Electric may increase the (a) number of residential customers served under its Neighborhood Weatherization program from 6,500 to 7,500 and (b) the number of energy efficiency kits provided to customers under its Energy and Renewable Education, Awareness and Agency Outreach programs by 1,000 to 1,750 and recover the associated costs through the ECCR. This subparagraph 13(h) shall survive the end of the Term or termination of the 2021 Agreement pursuant to Paragraph 10.

14. New Tariffs. Nothing in this 2021 Agreement shall preclude Tampa Electric from filing and the Commission from approving any new or revised tariff provisions or rate schedules required by law or FPSC rule changes. Likewise, nothing in this 2021 Agreement shall preclude Tampa Electric from filing and the Commission from approving any new or revised tariff provisions or rate schedules as requested by Tampa Electric, provided that any such tariff request does not (i) recover any of the same costs previously collected under base rates or another tariff provision and (ii) increase any existing base rate component of a tariff or rate schedule, or any other charge imposed on customers during the Term unless the application of such new or revised tariff, rate schedule, or charge is optional to Tampa Electric's customers. The Parties acknowledge that changing the time periods for time-of-use rates constitutes a change to a voluntary rate and that the company doing so during the Term does not violate this Paragraph 14 or the general prohibition against rate design changes in this 2021 Agreement. This Paragraph 14 shall expire at the end of the Term or upon termination of the 2021 Agreement pursuant to Paragraph 10.

15. Application of 2021 Agreement. No Party to this 2021 Agreement will request, support, or seek to impose a change to any term or provision of this 2021 Agreement. Except as provided in Paragraph 10, no Party to this 2021 Agreement will either seek or support any reduction in Tampa Electric's base rate charges, or credits, including limited, limited-scope, interim, or any other rate decreases, or changes to rate design methodologies, that would take effect prior to the first billing cycle for January 2025, except for any changes in base rates or charges (but not credits) requested by Tampa Electric or as otherwise provided for in this 2021 Agreement. Tampa Electric shall not seek interim, limited, or general base rate relief during the Term except as provided for in Paragraphs 2, 3, 4, 10, or 11 of this 2021 Agreement. Tampa Electric is not precluded from seeking interim, limited, or general base rate relief that would be effective during or after the first billing cycle in January 2025, nor are the Consumer Parties precluded from opposing such relief, or from seeking to lower or change Tampa Electric rates (consistent with preserving the CETM) effective as of the first billing cycle in January 2025. Such interim relief may be based on time periods before January 1, 2025, consistent with Section 366.071, Florida Statutes, and calculated without regard to the provisions of this 2021 Agreement, except as provided in subparagraph 6(c), above. Tampa Electric will not seek to adjust either the standby generator credit or the CCV credit either during the Term, except by a unanimous written agreement of the Parties approved by a Final Order of the Commission or a Final Order of the Commission issued as a result of the next subsequent general base rate proceeding.

16. Commission Approval.

(a) The provisions of this 2021 Agreement are contingent on approval of this 2021 Agreement in its entirety by the Commission without modification. The Parties further agree, and will support the company in asking that the Commission find, that (a) this 2021 Agreement is in

the public interest and (b) results in base rates and charges that are fair, just, and reasonable during the Term. The Parties further agree that they will support this 2021 Agreement, and that they will not request or support any order, relief, outcome, or result in conflict with the terms of this 2021 Agreement in any administrative or judicial proceeding relating to, reviewing, or challenging the establishment, approval, adoption, or implementation of this 2021 Agreement or the subject matter hereof.

(b) No Party will assert in any proceeding before the Commission or before any court that this 2021 Agreement or any of the terms in the 2021 Agreement shall have any precedential value. The Parties' agreement to the terms in the 2021 Agreement shall be without prejudice to any Party's ability to advocate a different position in future proceedings not involving this 2021 Agreement. The Parties further expressly agree that no individual provision, by itself, necessarily represents a position of any Party in any future proceeding, and the Parties further agree that no Party shall assert or represent in any future proceeding in any forum that another Party endorses any specific provision of this 2021 Agreement by virtue of that Party's signature on, or participation in, this 2021 Agreement. It is the intent of the Parties to this 2021 Agreement that the Commission's approval of all the terms and provisions of this 2021 Agreement is an express recognition that no individual term or provision, by itself, necessarily represents a position, in isolation, of any Party or that a Party to this 2021 Agreement endorses a specific provision, in isolation, of this 2021 Agreement by virtue of that Party's signature on, or participation in, this 2021 Agreement.

(c) The Parties intend and agree to request that the Commission's final order approving this 2021 Agreement find that approval of this 2021 Agreement in its entirety resolves all matters in Docket Nos. 20200264-EI and 20210034-EI pursuant to and in accordance with Section

120.57(4), Florida Statutes, and that Dockets will be closed effective on the date the Commission's order approving this 2021 Agreement becomes final.

(d) No Party shall seek appellate review of any Commission order approving this 2021 Agreement.

(e) This Paragraph 16 shall survive the end of the Term or termination of the 2021 Agreement pursuant to Paragraph 10.

17. Disputes. To the extent a dispute arises among the Parties about the provisions, interpretation, or application of this 2021 Agreement, the Parties agree to meet and confer in an effort to resolve the dispute. To the extent that the Parties cannot resolve any dispute within 30 days, the matter may be submitted to the Commission for resolution. This Paragraph 17 shall survive the end of the Term or termination of the 2021 Agreement pursuant to Paragraph 10.

18. Execution. This 2021 Agreement is dated as of July 30, 2021. It may be executed in counterpart originals and a facsimile or electronic scan of an original signature shall be deemed an original.

IN WITNESS WHEREOF, the Parties evidence their acceptance and agreement with the provisions of this 2021 Agreement by their signature(s):

[remainder of page intentionally left blank]

Signature Page to 2021 Agreement

Tampa Electric Company
702 N. Franklin Street
Tampa, FL 33601

By: _____

A handwritten signature in black ink, appearing to be 'Archibald D. Collins', written over a horizontal line.

Archibald D. Collins, President and Chief Executive Officer

Signature Page to 2021 Agreement

Office of Public Counsel

Richard Gentry, Public Counsel

Charles Rehwinkel, Deputy Public Counsel

c/o The Florida Legislature

111 West Madison Street, Room 812

Tallahassee, FL 32399-1400

By:



Richard Gentry

Signature Page to 2021 Agreement

The Florida Industrial Power Users Group

Jon C. Moyle, Jr., Esquire

Moyle Law Firm

The Perkins House

118 North Gadsden Street

Tallahassee, FL 32301

By: _____

Jon C. Moyle, Jr.

August 6, 2021

Signature Page to 2021 Agreement

WCF Hospital Utility Alliance

Mark F. Sundback

William M. Rappolt

Andrew P. Mina

Sheppard Mullin Richter & Hampton LLP

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By: 
Mark Sundback

Signature Page to 2021 Agreement

Federal Executive Agencies

Thomas A. Jernigan

Holly L. Buchanan, Maj, USAF

Scott L. Kirk, Maj, USAF

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Tyndall Air Force Base, Florida 32403

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By:

Holly Buchanan
Holly Buchanan, Maj, USAF

Signature Page to 2021 Agreement

Florida Retail Federation

Robert Scheffel Wright

Gardner, Bist, Bowden, Bush, Dee, LaVia & Wright, P.A.

1300 Thomaswood Drive

Tallahassee, FL 32308

By: 
Robert Scheffel Wright

Signature Page to 2021 Agreement

Walmart Inc.

Stephanie U. Eaton
Spilman Thomas & Battle, PLLC
110 Oakwood Drive, Suite 500
Winston-Salem, NC 27103
seaton@spilmanlaw.com

Barry A. Naum
Spilman Thomas & Battle, PLLC
1100 Bent Creek Boulevard, Suite 101
Mechanicsburg, PA 17050
bnaum@spilmanlaw.com

By: 

EXHIBIT “A”

Tampa Electric
Exhibit A
Summary of 2021 Agreement Changes

	Base Rates Starting In 2022
As Filed	295.000
Move recovery of retiring assets into CETM	(80.100)
As Filed with CETM with 10-year period and traditional method for ROR x RB	214.900
As Filed with CETM with 15-year period and levelized method for ROR x RB	214.900
Remove GBRA assets ROR x RB in 2022	(7.101)
Remove GBRA assets operating expenses in 2022	(1.600)
Incentive compensation adjustment	(5.000)
Restate Amortization of Solar ITC Credits Based on Change from 30 to 35 Year Life	2.000
Use 54.00% equity ratio for all regulatory purposes	(3.128)
	(14.829)
Subtotal	200.071
Additional reduction to O&M expense	(11.500)
Reduction to Depreciation Expense	(28.700)
Reduction to Depreciation Reserve	1.207
Reduction to ROE from 10.75% to 9.95%	(38.400)
	(77.393)
2022 Base Rate Revenue Requirement	122.678
	CETM Starting In 2022
As Filed	-
Move recovery of retiring assets into CETM (including 29.200 from ECRC)	109.300
As Filed with CETM with 10-year period and traditional method for ROR x RB	109.300
Levelized Recovery Using 15-year period, 54.0% Financial Equity Ratio, and ROE of 9.95%	(40.750)
Includes Cumulative Additions of Dismantlement Deficiency Using Company Expectations	
As Filed with CETM with 15-year period and levelized method for ROR x RB	68.550
2022 CETM Revenue Requirement	68.550

	GBRA Starting In <u>2023</u>
As Filed	102.200
Remove state and federal income tax from tax multiplier for debt cost recovery	(4.200)
Use in-service amount of assets rather than 13-month average NBV	1.100
Reduction to depreciation expense	(1.000)
Reduction to Income Tax Expense for Amortization of ITC Credits (35 Years)	(2.300)
Reduction of Big Bend Payroll O&M Expense Included in Base Rates through 2022 (Based on Planned Reduction of 33 Employees x \$52.35K Avg - OPC INT 62 and 63)	(1.700)
Use 54.00% equity ratio for all regulatory purposes	(0.400)
	<u>(8.500)</u>
Subtotal	<u>93.700</u>
Reduction to ROE from 10.75% to 9.95%	<u>(3.945)</u>
2023 GBRA Revenue Requirement	<u><u>89.755</u></u>
	GBRA Starting In <u>2024</u>
As Filed	25.600
Remove state and federal income tax from tax multiplier for debt cost recovery	(1.000)
Use in-service amount of assets rather than 13-month average NBV	0.300
Reduction to depreciation expense	(0.800)
Reduction to Income Tax Expense for Amortization of ITC Credits (35 Years)	(1.700)
Use 54.00% equity ratio for all regulatory purposes	(0.100)
	<u>(3.300)</u>
Subtotal	<u>22.300</u>
Reduction to ROE from 10.75% to 9.95%	<u>(0.923)</u>
2024 GBRA Revenue Requirement	<u><u>21.377</u></u>

EXHIBIT “B”

SCHEDULE D-1a														Page 1 of 3
COST OF CAPITAL - 13-MONTH AVERAGE														
EXPLANATION: Provide the company's 13-month average cost of capital for the test year, the prior year, and historical base year														
Type of data shown:														
XX Projected Test Year Ended 12/31/2022														
Historical Prior Year Ended 12/31/2021														
Witness: J. S. Chronister/ A. S. Lewis														
L.J. Vogt														
(Dollars in 000's)														
Line No.	Class of Capital	(1) Company Total Per Books	(2) Common Dividends/ Other	(3) DIT Specific/ STD	(4) DIT Specific/ Prorata	(5) Purchased Power Off-Balance Sheet Obligor	(6) Pro Rata Adjustments	(7) System Adjusted	(8) Jurisdictional Factor	(9) Jurisdictional Capital Structure	(10) Ratio	(11) Cost Rate	(12) Weighted Cost Rate	
1														
2	Long Term Debt	\$ 3,249,800	\$ -	\$ 0	\$ 5,327	\$ -	\$ (565,600)	\$ 2,689,527	0.992038	\$ 2,668,112	35.46%	4.17%	1.48%	
3														
4	Short Term Debt	279,621	0	(3,778)	452	0	\$ (48,014)	\$ 228,281	0.992039	226,464	3.01%	1.01%	0.03%	
5														
6	Customer Deposits	104,492	0	0	174	0	\$ (18,010)	\$ 86,656	0.992038	85,966	1.14%	2.44%	0.03%	
7														
8	Preferred Stock	0	0	0	0	0	\$ -	\$ -	-	-	0.00%	-	0.00%	
9														
10	Common Equity	4,143,233	0	0	6,938	0	\$ (731,723)	\$ 3,418,449	0.992038	3,391,230	45.07%	9.95%	4.48%	
11														
12	Deferred Income Taxes	1,113,569	0	(1,836)	(12,892)	0	\$ (189,072)	\$ 909,770	0.992038	902,526	11.99%	-	0.00%	
13														
14	Tax Credits - Zero Cost	0	0	0	0	0	\$ -	\$ -	-	-	0.00%	-	0.00%	
15														
16	Tax Credits - Weighted Cost	304,366	0	(1)	0	0	\$ (52,371)	\$ 251,994	0.992038	249,988	3.32%	7.18%	0.24%	
17														
18		\$ 9,195,081	\$ -	\$ (5,615)	\$ -	\$ -	\$ (1,604,790)	\$ 7,584,677		\$ 7,524,286	100.00%		6.26%	

SCHEDULE D-1b		COST OF CAPITAL - ADJUSTMENTS				Page 1 of 2	
FLORIDA PUBLIC SERVICE COMMISSION		EXPLANATION:		1.) List and describe the basis for the specific adjustments appearing on Schedule D-1a.			Type of data shown:
COMPANY: TAMPA ELECTRIC COMPANY				2.) List and describe the basis for the pro-rata adjustments appearing on Schedule D-1a.			XX Projected Test Year Ended 12/31/2022 XX Projected Prior Year Ended 12/31/2021 XX Historical Prior Year Ended 12/31/2020
DOCKET No. 20210034-EI				(Dollars in 000's)			Witness: J. S. Chronister/ A. S. Lewis
Line No.	Class of Capital	Description	Historic Base Year 2020	Prior Year 2021	Test Year 2022		
1		Specific Adjustments					
2			\$ -	\$ -	\$ -		
3	Long Term Debt	Taxes Receivable			0		
4		Other Return Provided	(7)	(0)	5,327		
5		IRS Prorata Requirement ADIT	-	-	5,327		
6			(7)	(0)			
7	Short Term Debt						
8		Deferred Clause Underrecovery	(1,397)	(14,167)	(3,778)		
9		Other Return Provided	(1)	-	-		
10		IRS Prorata Requirement ADIT	-	-	452		
11			(1,398)	(14,167)	(3,326)		
12	Customer Deposits						
13		IRS Prorata Requirement ADIT	-	-	174		
14			-	-	174		
15							
16	Common Equity	Dividend Declared - Common Stock	-	-	-		
17		Other Return Provided	(10)	(0)	0		
18		IRS Prorata Requirement ADIT	-	-	6,938		
19			(10)	(0)	6,938		
20	Deferred Income Taxes						
21		Non - Utility Deferred Tax	(7)	(17)	(17)		
22		Other Return Provided	-	-	(536)		
23		Deferred Clause Underrecovery	(454)	(4,603)	(1,283)		
24		IRS Prorata Requirement ADIT	-	-	(12,892)		
25			(461)	(4,620)	(14,727)		
26							
27	Investment Tax Credits	Non-Utility Investment Tax Credits	(1)	(1)	(1)		
28							
29		Total Specific Adjustments	\$ (1,877)	\$ (18,788)	\$ (5,615)		
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
		Supporting Schedules:					
		Recap Schedules:					

SCHEDULE D-1b

COST OF CAPITAL - ADJUSTMENTS

Page 2 of 2

FLORIDA PUBLIC SERVICE COMMISSION
 COMPANY: TAMPA ELECTRIC COMPANY
 DOCKET No. 20210034-EI

EXPLANATION: 1.) List and describe the basis for the specific adjustments appearing on Schedule D-1a.
 2.) List and describe the basis for the pro-rata adjustments appearing on Schedule D-1a.

Type of data shown:
 XX Projected Test Year Ended 12/31/2022
 XX Projected Prior Year Ended 12/31/2021
 XX Historical Prior Year Ended 12/31/2020
 Witness: J. S. Chronister/ A. S. Lewis

(Dollars in 000's)

Line No.	Class of Capital	Description	Historic Base Year 2020	Prior Year 2021	Test Year 2022
1		Pro Rata Adjustments			
2					
3					
4					
5		Other Return Provided	\$ (18,184)	\$ (1,806)	\$ (2,579)
6		Non-Utility - Accrued Taxes / Deferred Credits	149	(552)	(927)
7		Non-Utility Plant	(6,780)	(6,992)	(7,293)
8		ECRC	(309,495)	(290,561)	(140,861)
9		SPCRC	(156)	(74,410)	(214,457)
10		Construction Work In Process	(638,947)	(1,014,543)	(647,379)
11		Fuel Inventory	(15,529)	(4,904)	-
12		Job Order Receivables	-	-	-
13		Fuel Pk Conversion	(360)	-	-
14		Acquisition Adjustment	(1,667)	(1,430)	(1,193)
15		Accounts Receivable-Assoc Companies Unregulated	-	-	-
16		Leases	978	1,001	990
17		Taxes Receivable	-	-	-
18		Deferred Tax / ITC Non Utility	8	18	18
19		Wholesale Separation	-	(0)	(0)
20		Fuel / ECCR	(1,707)	(4,512)	(6,262)
21		Clean Energy Transition Mechanism (CETM)	0	0	(500,570)
22		GBRA	0	0	(84,449)
23		SPCRC Depreciation Study Rate Reduction	0	0	174
24		Rounding	(0)	(0)	(0)
25		Total Pro Rata Adjustments	(991,691)	(1,398,689)	(1,604,790)
26					
27					
28					
29		Total Cost of Capital Adjustments	\$ (993,568)	\$ (1,417,478)	\$ (1,610,404)
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Supporting Schedules:

Recap Schedules:

EXHIBIT “C”

SCHEDULE A-1
FULL REVENUE REQUIREMENTS INCREASE REQUESTED

EXPLANATION: Provide the calculation of the requested full revenue requirements increase.

Type of data shown:

XX Projected Test Year Ended 12/31/2022
Projected Prior Year Ended 12/31/2021
Historical Prior Year Ended 12/31/2020
Witness: J. S. Chronister/ A. S. Lewis

COMPANY: TAMPA ELECTRIC COMPANY

DOCKET No. 20210034-EI

(Dollars in 000's)

Line No.	(1) Description	(2) Source	(3) Amount (000)
2			
3	Jurisdictional Adjusted Rate Base	Schedule B-1	\$ 7,524,286
4			
5	Rate of Return on Rate Base Requested	Schedule D-1a	6.26%
6			
7	Jurisdictional Net Operating Income Requested	Line 3 x Line 5	471,020
8			
9	Jurisdictional Adjusted Net Operating Income	Schedule C-1	379,684
10			
11	Net Operating Income Deficiency (Excess)	Line 7 - Line 9	91,336
12			
13	Earned Rate of Return	Line 9/Line 3	5.05%
14			
15	Net Operating Income Multiplier	Schedule C-44	1.34315
16			
17	Revenue Increase (Decrease) Requested	Line 11 x Line 15	\$ 122,678
18			
19			
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Recap Schedules:

Supporting Schedules: B-1,C-1,C-44,D-1a

EXHIBIT “D”

SCHEDULE B-1		ADJUSTED RATE BASE										Page 1 of 3	
FLORIDA PUBLIC SERVICE COMMISSION		EXPLANATION: Provide a schedule of the 13-month average adjusted rate base for the test year, the prior year and the most recent historical year. Provide the details of all adjustments on Schedule B-2.										Type of data shown:	
COMPANY: TAMPA ELECTRIC COMPANY												XX Projected Test Year Ended 12/31/2022	
DOCKET No. 20210034-EI		(Dollars in 000's)										Projected Prior Year Ended 12/31/2021	
												Historical Prior Year Ended 12/31/2020	
												Witness: J. S. Chronister/ A. S. Lewis/ L. J. Vogt	
Line No.	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)			
	Plant in Service	Accumulated Provision for Depreciation and Amortization	Net Plant in Service (1 - 2)	CWIP	Plant Held For Future Use	Nuclear Fuel - No AFUDC (Net)	Net Utility Plant	Working Capital Allowance	Other Rate Base Items	Total Rate Base			
1													
2	Utility Per Books	\$ 3,192,895	\$ 7,757,171	\$ 858,215	\$ 61,426	\$ -	\$ 8,676,813	\$ 510,049	\$ -	\$ 9,186,861			
3													
4	Separation Factor	0.992565	0.992315	0.997345	0.972746	-	0.992656	0.998911	-	0.992662			
5													
6	Jurisdiction Utility	\$ 3,171,568	\$ 7,697,560	\$ 855,937	\$ 59,752	\$ -	\$ 8,613,089	\$ 509,494	\$ -	\$ 9,122,582			
7													
8	Commission Adjustments	(6,976)	(527,758)	(645,660)	-	-	(1,173,417)	13,443	-	(1,159,974)			
9													
10	Company Adjustments	(146,006)	61,557	-	-	-	61,557	(499,879)	-	(438,322)			
11													
12	Total Adjustments	(154,982)	(466,201)	(645,660)	-	-	(1,111,861)	(486,435)	-	(1,598,296)			
13													
14	Jurisdiction Adjusted Utility	\$ 3,016,587	\$ 7,231,359	\$ 210,277	\$ 59,752	\$ -	\$ 7,501,228	\$ 23,058	\$ -	\$ 7,524,286			
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39	Totals may be affected due to rounding.												

SCHEDULE B-2		RATE BASE ADJUSTMENTS		Page 1 of 4	
FLORIDA PUBLIC SERVICE COMMISSION		EXPLANATION: List and explain all proposed adjustments to the 13-month average rate base for the test year, the prior year and the most recent historical year. List the adjustments included in the last case that are not proposed in the current case and the reasons for excluding them.		Type of data shown:	
COMPANY: TAMPA ELECTRIC COMPANY				XX Projected Test Year Ended 12/31/2022	
DOCKET No. 20210034-EI				Projected Prior Year Ended 12/31/2021	
				Historical Prior Year Ended 12/31/2020	
				Witness: J. S. Chronister / A. S. Lewis / L. J. Vogt	
		(Dollars in 000's)			
		(1)		(2)	
		(3)			
Line No.	Adjustment Title	Reason for Adjustment or Omission (provide supporting schedule)	Adjustment Amount	Jurisdictional Factor	Jurisdictional Amount of Adjustment (1) x (2)
1	Commission Adjustments				
2	Deferred Fuel, Capacity and Conservation	To remove conservation assets and deferred revenues and expenses which will be recovered through adjustment clauses	\$ (7,308)	1.000000	(7,308)
3	Fuel Plant in Service	To remove from plant in service the investment being recovered through the Fuel Cost Recovery Clause.	(37,054)	1.000000	(37,054)
4	Fuel Accumulated Depreciation	To remove the accumulated depreciation related to the fuel investment being recovered through the Fuel Cost Recovery Clause	37,054	1.000000	37,054
5	Other Return Provided	To remove from working capital the effect of items for which a return is provided elsewhere	(1,000)	0.998911	(999)
6	Dividends Declared	To remove from working capital the effect of items which are part of capital structure for rate making purposes	-	0.998911	-
7	Unamortized Rate Case Expense	To remove unamortized rate case expense from working capital	(2,115)	1.000000	(2,115)
8	ECRC Plant in Service	To remove from plant in service the investment in conservation compliance capital expenditures which are being recovered through the ECRC	(4,500)	1.000000	(4,500)
9	ECRC Accumulated Depreciation	To remove the accumulated depreciation related to the conservation compliance capital projects being recovered through the ECRC	973	1.000000	973
10	ECRC Plant in Service	To remove from plant in service the investment in environmental compliance capital expenditures which are being recovered through the ECRC	(249,450)	1.000000	(249,450)
11	ECRC Accumulated Depreciation	To remove the accumulated depreciation related to the environmental compliance capital projects being recovered through the ECRC	(37,590)	1.000000	(37,590)
12	Deferred ECRC	To remove deferred revenues and expenses which are being recovered through the ECRC	-	-	-
13	SPPCRC Plant in Service	To remove from plant in service the investment in storm protection plans compliance capital expenditures which are being recovered through the SPPCRC	(217,141)	0.992565	(215,527)
14	SPPCRC Accumulated Depreciation	To remove the accumulated depreciation related to the storm protection plans compliance capital projects being recovered through the SPPCRC	2,684	0.993320	2,666
15	Deferred SPPCRC	To remove deferred revenues and expenses which are being recovered through the SPPCRC	(488)	0.998911	(487)
16	Construction Work in Progress	To remove CWIP eligible for AFUDC per Commission guidelines	(647,379)	0.997345	(645,660)
17	Fuel Inventory	To remove fuel inventory per Commission Order	-	1.000000	-
18	OUC, FP&L, & Union Transmission Line	To remove plant in service and acquisition adjustment for the OUC & Union transmission line previously disallowed by the Commission	(7,485)	0.933429	(6,987)
19	OUC, FP&L, & Union Transmission Line	To remove accumulated amortization associated with the OUC & Union transmission line previously disallowed by the Commission	6,292	0.933429	5,873
20	Lease Right-of-Use Asset	To remove right-of-use assets for lease obligations from plant in service	(23,389)	0.992565	(23,216)
21	Lease	To remove the lease liability from working capital	24,379	0.998911	24,352
22	Total Commission Adjustments		\$ (1,163,518)		\$ (1,159,974)
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39	Totals may be affected due to rounding.				

Recap Schedules: B-1

SCHEDULE B-2

FLORIDA PUBLIC SERVICE COMMISSION

COMPANY: TAMPA ELECTRIC COMPANY

DOCKET No. 20210034-EI

EXPLANATION:

List and explain all proposed adjustments to the 13-month average rate base for the test year, the prior year and the most recent historical year. List the adjustments included in the last case that are not proposed in the current case and the reasons for excluding them.

TYPE OF DATA SHOWN:

XX Projected Test Year Ended 12/31/2022
Projected Prior Year Ended 12/31/2021
Historical Prior Year Ended 12/31/2020
Witness: J. S. Chronister/ A. S. Lewis/ L. J. Vogt

(Dollars in 000's)

Line No.	Adjustment Title	Reason for Adjustment or Omission (provide supporting schedule)	(1)	(2)	(3)
			Adjustment Amount	Jurisdictional Factor	Jurisdictional Amount of Adjustment (1) x (2)
1	Company Adjustments				
2	GBRA Adjustment	To remove from plant in service related to BB Modernization and Wave 2 Solar	(84,449)	1.000000	(84,449)
3	ECRC Accumulated Depreciation	To remove the accumulated depreciation related to ECRC Clean Energy Transition Mechanism	146,179	1.000000	146,179
4	SPPCRC Accumulated Depreciation	To remove the accumulated depreciation related to SPPCRC Depreciation Study Rate Reduction	(174)	1.000000	(174)
5	Clean Energy Transition Mechanism	To remove regulatory asset from rate base related to Clean Energy Transition Mechanism	(500,423)	0.998911	(499,879)
6					
7	Total Company Adjustments		<u>\$ (438,867)</u>		<u>\$ (438,322)</u>
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39	Totals may be affected due to rounding.				

Supporting Schedules:

Recap Schedules: B-1

EXHIBIT “E”

SCHEDULE C-1		ADJUSTED JURISDICTIONAL NET OPERATING INCOME						Page 1 of 3		
FLORIDA PUBLIC SERVICE COMMISSION		EXPLANATION Provide the calculation of jurisdictional net operating income for the test year, the prior year and the most recent historical year.						Type of data shown:		
COMPANY: TAMPA ELECTRIC COMPANY								XX Projected Test Year Ended 12/31/2022		
DOCKET No. 20210034-EI		(Dollars in 000's)						Historical Prior Year Ended 12/31/2020		
		Witness: J. S. Chronister/ A. S. Lewis/ L. J. Vogt								
Line No.	Account Name	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
		Total Company Per Books	Non-Electric Utility	Total Electric (1)-(2)	Jurisdictional Factor	Jurisdictional Amount (3)x(4)	Commission Jurisdictional Adjustments (Schedule C-2)	Company Jurisdictional Adjustments (Schedule C-2)	Adjusted Jurisdictional Amount (5)+(6)	
1										
2										
3	Revenue From Sales	\$1,950,545	\$ -	\$1,950,545	1.000000	\$1,950,545	\$ (781,257)	\$ -	\$ 1,169,288	
4										
5	Other Operating	30,075	-	30,075	0.745909	22,433	10,440	-	32,873	
6										
7	Total Operating Revenues	1,980,620	-	1,980,620		1,972,979	(770,818)	-	1,202,161	
8										
9	Other O&M	453,927	-	453,927	0.996609	452,388	(116,579)	-	335,809	
10										
11	Fuel	545,411	-	545,411	1.000000	545,411	(544,481)	-	930	
12										
13	Purchased Power	4,436	-	4,436	1.000000	4,436	(4,436)	-	0	
14										
15	Deferred Costs	(13,498)	-	(13,498)	1.000000	(13,498)	13,498	-	(0)	
16										
17	Depreciation & Amortization	396,192	-	396,192	0.994552	394,033	(18,034)	-	376,000	
18										
19	Taxes Other Than Income Taxes	184,592	-	184,592	0.996622	183,969	(97,147)	-	86,821	
20										
21	Income Taxes	35,770	225	35,546	0.950304	33,779	(10,863)	-	22,916	
22										
23	(Gain)/Loss on Disposal of Plant	-	-	-	-	-	-	-	-	
24	Total Operating Expenses	1,606,831	225	1,606,807		1,600,519	(778,042)	-	822,477	
25										
26	Net Operating Income	\$ 373,789	\$ (225)	\$ 374,014		\$ 372,460	\$ 7,224	\$ -	\$ 379,684	
27										
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38										
39	Totals may be affected due to rounding.									
Supporting Schedules: C-2,C-4,C-6										Recap Schedules: A-1

(1) Non-Clause Recoverable Fuel - Pursuant to FPSC Order No. 14546, issued July 8, 1985 in Docket 19850001-EI, certain "types of fossil-fuel related costs are more appropriately considered in the computation of base rates," these include transportation between storage facilities or generating plants, O&M expenses at generation plants or storage facilities such as unloading and fuel handling, fuel procurement administrative functions and fuel additives not blended with fuel or injected into the boiler prior to burning.

Page 1 of 6

NET OPERATING INCOME ADJUSTMENTS

SCHEDULE C-2		EXPLANATION: Provide a schedule of net operating income adjustments for the test year, the prior year and the most recent historical year. Provide the details of all adjustments on Schedule C-3.										Type of data shown:	
FLORIDA PUBLIC SERVICE COMMISSION												XX Projected Test Year Ended 12/31/2022	
COMPANY: TAMPA ELECTRIC COMPANY												Projected Prior Year Ended 12/31/2021	
DOCKET No. 20210034-EI												Historical Prior Year Ended 12/31/2020	
												Witness: J. S. Chronister/ A. S. Lewis	

Line No.	Account	Name	Jurisdictional Per Books Schedule C-1 Col. 5	Commission Adjustments									
				(1) Conservation Expenses	(2) Environmental Revenues & Expenses	(3) Storm Protection Revenues & Expenses	(4) Franchise Fees / Gross Receipts Tax	(5) Fuel Rev & Exp	(6) Industry Assoc. Dues	(7) Solaris and Waterfall	(8) Stockholder Relations Adjustment	(9) GPIF Revenues/ Penalties	
1													
2													
3		Revenue From Sales	\$ 1,950,545	\$ (44,471)	\$ (49,409)	\$ (45,564)	\$ (94,189)	\$ (547,624)	\$ -	\$ -	\$ -	\$ -	
4													
5		Other Operating	22,433	(690)	(914)	334	-	11,709	-	-	-	-	
6													
7		Total Operating Revenues	1,972,979	(45,161)	(50,323)	(45,230)	(94,189)	(535,915)	-	-	-	-	
8													
9		Other O&M	452,388	(39,583)	(1,260)	(22,858)	-	(102)	(25)	(4)	(134)	-	
10													
11		Fuel	545,411	-	-	-	-	(544,481)	-	-	-	-	
12													
13		Purchased Power	4,436	-	-	-	-	(4,436)	-	-	-	-	
14													
15		Deferred Costs	(13,498)	-	-	-	-	13,498	-	-	-	-	
16													
17		Depreciation & Amortization	394,033	(5,873)	(8,754)	(2,723)	-	-	-	-	-	-	
18													
19		Taxes Other Than Income Taxes	183,969	(32)	(36)	(2,412)	(94,154)	(394)	-	-	-	-	
20													
21		Income Taxes	33,779	79	(10,205)	(4,369)	(9)	(5)	6	1	34	-	
22													
23		(Gain)/Loss on Disposal of Plant	-	-	-	-	-	-	-	-	-	-	
24		Total Operating Expenses	1,600,519	(45,409)	(20,255)	(32,362)	(94,163)	(535,920)	(18)	(3)	(100)	-	
25													
26		Net Operating Income	\$ 372,460	\$ 249	\$ (30,068)	\$ (12,867)	\$ (26)	\$ 5	\$ 18	\$ 3	\$ 100	\$ -	

Supporting Schedules: C-3

Recap Schedules: C-1

SCHEDULE C-2 NET OPERATING INCOME ADJUSTMENTS

FLORIDA PUBLIC SERVICE COMMISSION		EXPLANATI Provide a schedule of net operating income adjustments for the test year, the prior year and the most recent historical year. Provide the details of all adjustments on Schedule C-3.										Type of data shown:	
COMPANY: TAMPA ELECTRIC COMPANY												XX Projected Test Year Ended 12/31/2022	
												Projected Prior Year Ended 12/31/2021	
												Historical Prior Year Ended 12/31/2020	
DOCKET No. 20210034-EI		(Dollars in 000's)										Witness: J. S. Chronister/ A. S. Lewis	

Line No.	Account	Account Name	Commission Adjustments										Jurisdictional Adjusted Per Commission
			(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	
			Acq Adj	Income Tax True-Up	Parent Debt Adjustment	Clean Energy Transition Mechanism	O&M Expense Adjustment	GBRA Adjustment	Incentive Compensation Adjustment	Adjustment to Agreement	Total Adjustments		
1													
2													
3		Revenue From Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (781,257)	\$ 1,169,288	
4													
5		Other Operating	-	-	-	-	-	-	-	-	10,440	32,873	
6													
7		Total Operating Revenues	-	-	-	-	-	-	-	-	(770,818)	1,202,161	
8													
9		Other O&M	-	-	-	(34,512)	(11,450)	(1,600)	(4,978)	(71)	(116,579)	335,809	
10													
11		Fuel	-	-	-	-	-	-	-	-	(544,481)	930	
12													
13		Purchased Power	-	-	-	-	-	-	-	-	(4,436)	-	
14													
15		Deferred Costs	-	-	-	-	-	-	-	-	13,498	(0)	
16													
17		Depreciation & Amortization	(185)	-	-	-	-	-	-	(500)	(18,034)	375,999	
18													
19		Taxes Other Than Income Taxes	(119)	-	-	-	-	-	-	-	(97,147)	86,822	
20													
21		Income Taxes	77	(100)	(9,707)	8,747	2,902	406	1,262	18	(10,863)	22,916	
22													
23		(Gain)/Loss on Disposal of Plant	-	-	-	-	-	-	-	-	-	-	
24		Total Operating Expenses	(227)	(100)	(9,707)	(25,765)	(8,548)	(1,194)	(3,717)	(553)	(778,042)	822,476	
25													
26		Net Operating Income	\$ 227	\$ 100	\$ 9,707	\$ 25,765	\$ 8,548	\$ 1,194	\$ 3,717	\$ 553	\$ 7,224	\$ 379,684	
27													
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39		Totals may be affected due to rounding.											

EXHIBIT “F”

TAMPA ELECTRIC COMPANY
EXHIBIT F - SOLAR ITC CALCULATIONS

In-Service Year	In-Service Month	Solar Project	ITC Qualified Cost	ITC Rate	ITC Amount	Actual ITC amortization (30 years)
2015	December	TIA Solar Array	5,995,681	30%	1,798,704	59,957
2016	November	Legoland Solar Project	4,572,323	30%	1,371,697	45,723
2017	February	Big Bend Solar Project	37,832,229	30%	11,349,669	378,322
2018	September	Balm Solar	90,506,040	30%	27,151,812	905,060
2018	September	Payne Creek Solar	88,131,821	30%	26,439,546	881,318
			178,637,861		53,591,358	1,786,379
2019	January	Grange Hall Solar	69,763,368	30%	20,929,010	697,634
2019	January	Lithia Solar	85,290,025	30%	25,587,007	852,900
2019	February	Bonnie Mine Solar	46,022,000	30%	13,806,600	460,220
2019	March	Peace Creek	61,150,336	30%	18,345,101	611,503
2019	April	Lake Hancock	55,978,369	30%	16,793,511	559,784
			318,204,097		95,461,229	3,182,041
2020	February	Little Manatee River Solar Development	95,455,616	30%	28,636,685	954,556
2020	April	Wimauma Solar Development	85,414,796	30%	25,624,439	854,148
		Total 2020	180,870,412		54,261,124	1,808,704
2021	January	Durance Solar Development	81,351,789	26%	21,151,465	705,049
2021	November	Big Bend II Solar Development	30,909,949	26%	8,036,587	267,886
2021	November	Jamison Solar Development	84,327,011	26%	21,925,023	730,834
2021	November	Magnolia Solar Development	79,301,803	26%	20,618,469	687,282
2021	November	Mountain View Solar Development	60,853,069	26%	15,821,798	527,393
		TOTAL 2021	336,743,622		87,553,342	2,918,445
2022	November	Big Bend III Solar Development	25,721,080	26%	6,687,481	27,865
2022	November	Laurel Oaks Solar Development	68,984,708	26%	17,936,024	74,733
2022	November	Riverside Solar Development	66,315,233	26%	17,241,961	71,842
2022	December	Palm River Dairy Solar Development	70,402,092	26%	18,304,544	25,423
		TOTAL Wave 2 Tranche 2	231,423,112		60,170,009	199,862
						13,941,136 with tax gross up
						10,379,433

EXHIBIT “G”

Depreciation Calculations										
Exhibit G	Existing Depr Rate		Revised Depr Rate		Existing		2022 Revised		Original Proposed 2022 Depr Rates	
	Account	PowerPlant Depr Group	2021	TOTAL	2022	TOTAL	Depr	Rate	2022	Impacts
	10803	108.03-Accum Reserve Dismantling	1,186,094		8,014,743	1,186,094	8,014,743	11,108,880	19,123,623	(11,108,880)
	11401	114.01-OUC Acquisition Adj	185,749		185,749	185,749	185,749		185,749	-
	30315	303.15 Intangible Plant 15yr	18,004,485		29,502,855	6.7%	6.7%		29,502,855	-
	30399	303.99 Intangible Software Solar 30yr	13,825		13,700	3.3%	3.3%		13,700	-
	31140	311.40 Str & Improvements-BBCM	6,820,062		5,338,720	2.9%	3.2%		5,338,720	-
	31141	311.41 Str & Improvements-BB1	145,743		68,162	2.0%	2.8%	175,096	243,259	(175,096)
	31142	311.42 Str & Improvements-BB2	140,836		7	2.0%	2.6%	286,809	286,816	(286,809)
	31143	311.43 Str & Improvements-BB3	273,512		0	1.8%	1.7%	483,363	483,363	(483,363)
	31144	311.44 Str & Improve-BB4 MAIN STT	1,165,892		1,230,664	1.8%	1.9%		1,230,664	-
	31145	311.45 Str & Improvements-BB3&4 FGD	489,993		514,493	2.0%	2.1%		514,493	-
	31146	311.46 Str & Improve-BB1&2 FGD	367,055		211,209	2.9%	2.9%	212,638	423,847	(212,638)
	31151	311.51 Str & Improve-BB1 SCR	948,602		6,883	4.1%	4.0%	1,213,752	1,220,635	(1,213,752)
	31152	311.52 Str & Improve-BB2 SCR	882,310		0	3.5%	3.5%	1,418,063	1,418,063	(1,418,063)
	31153	311.53 Str & Improve-BB3 SCR	672,372		(0)	3.1%	3.1%	1,261,685	1,261,685	(1,261,685)
	31154	311.54 Str & Improve-BB4 SCR	404,574		472,003	2.4%	2.8%		472,003	-
	31240	312.40 Boiler Plant Eq-BBCM	6,270,967		8,987,678	3.4%	4.6%	71,211	8,987,678	(71,211)
	31241	312.41 Boiler Plant Eq-BB1	4,118,635		52,297	4.0%	5.2%	5,980,967	6,033,264	(5,980,967)
	31242	312.42 Boiler Plant Eq-BB2	3,242,754		63,681	3.7%	4.3%	5,108,092	5,171,773	(5,108,092)
	31243	312.43 Boiler Plant Eq-BB3	5,772,451		12,844	3.5%	3.6%	9,521,052	9,533,896	(9,521,052)
	31244	312.44 Boiler Plant Eq-BB4 MAIN STT	8,666,862		9,724,126	3.0%	3.3%		9,724,126	-
	31245	312.45 Boiler Plant Eq-BB3&4 FGD	4,139,936		5,309,162	2.5%	3.1%		5,309,162	-
	31246	312.46 Boiler Plant Eq-BB1&2 FGD	1,816,195		707,698	3.3%	4.3%	2,398,798	3,306,496	(2,398,798)
	31247	312.47 Fuel Clause BB	-		-	20.0%	20.0%	-	-	-
	31251	312.51 Boiler Plant Eq-BB1 SCR	2,020,359		331,716	4.3%	4.3%	1,905,109	2,236,825	(1,905,109)
	31252	312.52 Boiler Plant Eq-BB2 SCR	2,050,411		0	4.0%	4.2%	2,882,849	2,882,849	(2,882,849)
	31253	312.53 Boiler Plant Eq-BB3 SCR	1,717,566		-	3.9%	3.5%	2,288,212	2,266,212	(2,288,212)
	31254	312.54 Boiler Plant Eq-BB4 SCR	1,154,181		1,093,435	3.8%	3.6%		1,093,435	-
	31440	314.40 Turbogenerator Units-BBCM	233,775		678,041	2.3%	3.1%		678,041	-
	31441	314.41 Turbogenerator Units-BB1	1,767,110		1,272,270	3.5%	5.8%	1,618,908	2,891,178	(1,618,908)
	31442	314.42 Turbogenerator Units-BB2	1,932,838		229	3.8%	4.1%	2,374,317	2,374,546	(2,374,317)
	31443	314.43 Turbogenerator Units-BB3	1,757,117		4,423	3.2%	3.8%	2,955,780	2,960,203	(2,955,780)
	31444	314.44 Turbogen Units-BB4 MAIN STT	3,092,198		3,718,743	2.8%	3.2%		3,718,743	-
	31540	315.40 Accessory Electric Eq-BBCM	1,621,407		1,533,764	3.7%	3.5%		1,533,764	-
	31541	315.41 Accessory Electric Eq-BB1	595,652		10,626	3.5%	4.4%	785,589	796,216	(785,589)
	31542	315.42 Accessory Electric Eq-BB2	622,712		(0)	3.3%	5.0%	1,062,881	1,062,881	(1,062,881)
	31543	315.43 Accessory Electric Eq-BB3	938,965		(11,711)	3.6%	3.3%	1,007,766	996,054	(1,007,766)
	31544	315.44 Access Elect Eq-BB4 MAIN STT	1,648,279		1,493,753	3.2%	2.9%		1,493,753	-
	31545	315.45 Accessory Elect Eq-BB3&4 FGD	926,169		853,014	3.1%	2.4%		853,014	-
	31546	315.46 Accessory Elect Eq-BB1&2 FGD	341,808		10,920	3.5%	3.5%	449,423	460,344	(449,423)
	31551	315.51 Accessory Elect Eq-BB1 SCR	699,649		193,281	4.8%	4.0%	437,909	631,191	(437,909)
	31552	315.52 Accessory Elect Eq-BB2 SCR	653,994		(0)	4.1%	3.7%	786,635	786,635	(786,635)
	31553	315.53 Accessory Elect Eq-BB3 SCR	550,457		0	4.0%	3.2%	641,490	641,490	(641,490)
	31554	315.54 Accessory Elect Eq-BB4 SCR	415,039		297,977	3.9%	2.8%		297,977	-

Depreciation Calculations											
Exhibit G Account	PowerPlant Depr Group	Existing Depr Rate		Revised Depr Rate		Existing		2022 Revised		Original Proposed 2022 Depr Rates	
		2021 TOTAL	2022 TOTAL	Depr	Rate	Depr	Rate	2022 TOTAL	Revised Depr Rate	Impacts	Removed 10-yr Annot Impacts
31640	316.40 Misc Power Plant Eq-BBCM	1,054,057	828,188			4.2%	3.3%	828,188	-		-
31641	316.41 Misc Power Plant Eq-BB1	27,496	10,327			2.9%	3.6%	43,814	-		(33,487)
31642	316.42 Misc Power Plant Eq-BB2	16,409	-			3.0%	1.4%	4,513	-		(4,513)
31643	316.43 Misc Power Plant Eq-BB3	59,648	0			3.0%	3.6%	102,763	-		(102,763)
31644	316.44 Misc Pwr Plt Eq-BB 4 MAIN ST	146,645	105,585			2.5%	1.8%	105,585	-		-
31645	316.45 Misc Power Plant Eq-BB3&4FGD	21,533	4,037			3.2%	0.6%	4,037	-		-
31646	316.46 Misc Power Plt Eq-BB1&2 FGD	50,039	27,592			2.9%	2.7%	28,174	-		-
31647	316.47 Tools Big Bend 7yr	158,135	157,289			14.3%	14.3%	55,767	-		-
31651	316.51 Misc Power Plt Eq-BB1 SCR	36,072	(0)			4.1%	4.0%	157,289	-		(28,174)
31652	316.52 Misc Power Plt Eq-BB2 SCR	35,469	(0)			3.7%	3.4%	45,978	-		-
31653	316.53 Misc Power Plt Eq-BB3 SCR	28,039	-			3.4%	2.9%	51,622	-		(45,978)
31654	316.54 Misc Power Plt Eq-BB4 SCR	22,702	16,510			3.3%	2.4%	44,526	-		(51,622)
34130	341.30 Str and Improvements-BPC	1,936,130	2,862,106			2.3%	3.4%	2,862,106	-		(44,526)
34131	341.31 Str and Improvements-BP1	537,709	774,301			2.5%	3.6%	774,301	-		-
34132	341.32 Str and Improvements-BP2	674,299	944,019			2.5%	3.5%	944,019	-		-
34133	341.33 Str and Improvements-BP3	17,065	22,972			2.6%	3.5%	22,972	-		-
34134	341.34 Str and Improvements-BP4	6,301	12,359			2.6%	5.1%	12,359	-		-
34135	341.35 Str and Improvements-BP5	20,621	34,897			2.6%	4.4%	34,897	-		-
34136	341.36 Str and Improvements-BP6	69,062	82,343			2.6%	3.1%	82,343	-		-
34144	341.44 Str and Improvements-BBCT4	86,088	119,199			2.6%	3.6%	119,199	-		-
34180	341.80 Str and Improve-Polk Comm	4,186,074	5,898,559			2.2%	3.1%	5,898,559	-		-
34181	341.81 Str and Improvements-Polk U1	1,262,962	1,869,184			2.5%	3.7%	1,869,184	-		-
34182	341.82 Str and Improvements-Polk U2	58,329	56,169			2.7%	2.6%	56,169	-		-
34183	341.83 Str and Improvements-Polk U3	273,866	273,866			2.6%	2.6%	273,866	-		-
34184	341.84 Str and Improvements-Polk U4	139,476	156,911			2.4%	2.7%	156,911	-		-
34185	341.85 Str and Improvements-Polk U5	137,918	155,158			2.4%	2.7%	155,158	-		-
34186	341.86 Str and Improvements-PKCCST	387,862	347,738			2.9%	2.6%	347,738	-		-
34199	341.99 Str and Improvements-Solar	7,396,999	6,500,393			3.3%	2.9%	7,396,999	-	(896,606)	-
34230	342.30 Fuel Holders,Prod Acc-BPC	599,883	867,539			2.5%	3.0%	867,539	-		-
34231	342.31 Fuel Holders,Prod Acc-BP1	2,310,074	3,349,565			2.9%	4.0%	3,349,565	-		-
34232	342.32 Fuel Holders,Prod Acc-BP2	3,014,037	4,093,323			2.9%	3.9%	4,093,323	-		-
34233	342.33 Fuel Holders,Prod Acc-BP3	122,040	121,289			3.6%	3.2%	121,289	-		-
34234	342.34 Fuel Holders,Prod Acc-BP4	121,046	107,606			3.6%	3.2%	107,606	-		-
34235	342.35 Fuel Holders,Prod Acc-BP5	73,891	67,946			3.6%	3.3%	67,946	-		-
34236	342.36 Fuel Holders,Prod Acc-BP6	55,347	56,890			3.6%	3.7%	56,890	-		-
34244	342.44 Fuel Holders,Prod Acc-BBCT4	84,715	61,183			3.6%	2.6%	61,183	-		-
34280	342.80 Fuel Holders,Prod Acc-Polk C	351,286	296,679			3.7%	3.0%	296,679	-		-
34281	342.81 Fuel Holders,Prod Acc-Polk 1	8,348,561	10,237,686			3.4%	4.1%	10,237,686	-		-
34282	342.82 Fuel Holders,Prod Acc-Polk 2	106,907	290,051			3.3%	4.3%	290,051	-		-
34283	342.83 Fuel Holders,Prod Acc-Polk 3	75,398	142,263			2.9%	3.2%	142,263	-		-
34284	342.84 Fuel Holders,Prod Acc-Polk 4	113,063	151,816			3.2%	2.8%	151,816	-		-
34285	342.85 Fuel Holders,Prod Acc-Polk 5	84,314	117,313			3.4%	3.7%	117,313	-		-
34286	342.86 Fuel Holders,Prod Acc-PKCCST	6,198,360	6,439,481			2.9%	3.0%	6,439,481	-		-

Depreciation Calculations											
Exhibit G	Existing Depr Rate			Revised Depr Rate		Existing		2022 Revised		Original Proposed 2022 Depr Rates	
	Account	PowerPlant	Depr Group	2021	2022	Depr	Rate	Depr	Rate	2022	Impacts
				TOTAL	TOTAL	Rate			TOTAL	Impacts	
	34287	342.87	Fuel Clause Polk 1	0	0	20.0%	20.0%			0	-
	34330	343.30	Prime Movers-BPC	1,288,647	2,485,608	3.2%	5.5%			2,485,608	-
	34331	343.31	Prime Movers-BP1	8,908,477	13,187,468	4.2%	6.1%			13,187,468	-
	34332	343.32	Prime Movers-BP2	11,820,312	17,938,149	4.1%	6.2%			17,938,149	-
	34333	343.33	Prime Movers-BP3	618,360	491,638	4.0%	3.1%			491,638	-
	34334	343.34	Prime Movers-BP4	635,333	508,276	4.0%	3.2%			508,276	-
	34335	343.35	Prime Movers-BP5	745,185	633,626	4.0%	3.4%			633,626	-
	34336	343.36	Prime Movers-BP6	700,699	472,975	4.0%	2.7%			472,975	-
	34344	343.44	Prime Movers-BBCT4	792,674	614,322	4.0%	3.1%			614,322	-
	34345	343.45	Prime Movers-BBCT5	-	5,952,893	0.0%	2.9%			5,952,893	-
	34346	343.46	Prime Movers-BBCT6	-	3,968,163	0.0%	2.9%			3,968,163	-
	34343	343.43	Prime Movers-BB New ST1	-	304,133	0.0%	2.9%			304,133	-
	34380	343.80	Prime Movers-Polk Common	233,058	395,591	2.2%	3.6%			395,591	-
	34381	343.81	Prime Movers-Polk U1	6,643,401	6,982,105	4.5%	4.6%			6,982,105	-
	34382	343.82	Prime Movers-Polk U2	1,201,041	1,509,306	4.4%	4.9%			1,509,306	-
	34383	343.83	Prime Movers-Polk U3	1,560,748	1,287,903	4.6%	3.6%			1,287,903	-
	34384	343.84	Prime Movers-Polk U4	966,501	1,196,713	4.1%	4.7%			1,196,713	-
	34385	343.85	Prime Movers-Polk U5	988,515	1,301,866	3.9%	5.0%			1,301,866	-
	34386	343.86	Prime Movers-PKCCST	6,488,440	6,964,217	2.9%	3.1%			6,964,217	-
	34399	343.99	Prime Movers-Solar	14,426,088	21,125,746	3.3%	2.9%		(2,913,896)	24,039,642	-
	34530	345.30	Accessory Electric Eq-BPC	1,230,375	966,723	4.2%	3.3%			966,723	-
	34531	345.31	Accessory Electric Eq-BP1	1,258,821	1,612,864	3.2%	4.1%			1,612,864	-
	34532	345.32	Accessory Electric Eq-BP2	1,365,822	1,806,409	3.1%	4.1%			1,806,409	-
	34533	345.33	Accessory Electric Eq-BP3	566,212	382,193	4.0%	2.7%			382,193	-
	34534	345.34	Accessory Electric Eq-BP4	166,760	116,732	4.0%	2.8%			116,732	-
	34535	345.35	Accessory Electric Eq-BP5	414,042	279,478	4.0%	2.7%			279,478	-
	34536	345.36	Accessory Electric Eq-BP6	574,344	402,041	4.0%	2.8%			402,041	-
	34544	345.44	Accessory Electric Eq-BBCT4	612,988	429,092	4.0%	2.8%			429,092	-
	34580	345.80	Accessory Elect Eq-Polk Comm	403,461	500,848	2.9%	3.6%			500,848	-
	34581	345.81	Accessory Elect Eq-Polk U1	1,915,277	1,915,277	3.3%	3.3%			1,915,277	-
	34582	345.82	Accessory Elect Eq-Polk U2	494,448	600,401	2.8%	3.4%			600,401	-
	34583	345.83	Accessory Elect Eq-Polk U3	272,949	345,736	3.0%	3.8%			345,736	-
	34584	345.84	Accessory Elect Eq-Polk U4	217,372	139,341	3.9%	2.5%			139,341	-
	34585	345.85	Accessory Elect Eq-Polk U5	213,137	142,091	3.9%	2.6%			142,091	-
	34586	345.86	Accessory Elect Eq-PKCCST	531,744	550,080	2.9%	3.0%			550,080	-
	34599	345.99	Accessory Elect Eq-Solar	5,528,116	4,858,042	3.3%	2.9%		(670,075)	5,528,116	-
	34630	346.30	Misc Power Plant Eq-BPC	353,729	442,161	3.2%	4.0%			442,161	-
	34631	346.31	Misc Power Plant Eq-BP1	31,123	36,887	2.7%	3.2%			36,887	-
	34632	346.32	Misc Power Plant Eq-BP2	40,757	48,035	2.8%	3.3%			48,035	-
	34633	346.33	Misc Power Plant Eq-BP3	36	31	4.0%	3.4%			31	-
	34634	346.34	Misc Power Plant Eq-BP4	36	31	4.0%	3.4%			31	-
	34636	346.36	Misc Power Plant Eq-BP6	469	258	4.0%	2.2%			258	-
	34637	346.37	Tools Bayside Tyr	78,589	64,287	14.3%	14.3%			64,287	-

Depreciation Calculations											
Exhibit G Account	PowerPlant Depr Group	Existing Depr Rate		Revised Depr Rate		Existing		2022 Revised		10-yr Amort	
		2021 TOTAL		2022 TOTAL		Depr Rate		Depr Rate	Annual Amount		
				Original Proposed 2022 Depr Rates				Revised Depr Rate		Impacts	
				2022 TOTAL				2022 TOTAL		Impacts	
34644	346.44 Misc Power Plant Eq-BBCT4	20,427		14,809	4.0%	2.9%		14,809	-	-	-
34680	346.80 Misc Power Plt Eq-Polk Comm	20,415		47,635	2.4%	5.6%		47,635	-	-	-
34681	346.81 Misc Power Plant Eq-Polk U1	187,884		254,553	3.1%	4.2%		254,553	-	-	-
34682	346.82 Misc Power Plant Eq-Polk U2	6,062		2,945	3.5%	1.7%		2,945	-	-	-
34683	346.83 Misc Power Plant Eq-Polk U3	13,420		9,524	3.1%	2.2%		9,524	-	-	-
34686	346.86 Misc Power Plant Eq-PKCCST	4,107		4,249	2.9%	3.0%		4,249	-	-	-
34687	346.87 Tools Polk 7yr	171,657		110,268	14.3%	14.3%		110,268	-	-	-
34699	348.99 Energy Storage Battery Equip	947,327		947,327	10.0%	10.0%		947,327	-	-	-
35001	350.01 Land Rights	157,972		157,972	1.3%	1.3%		157,972	-	-	-
35200	352.00 STR and Improvements	968,472		1,025,370	1.7%	1.8%	107	1,025,370	-	-	(107)
35300	353.00 Station Equipment	8,400,882		8,873,659	2.3%	2.4%	532,399	9,406,058	0	-	(532,399)
35400	354.00 Towers & Fixtures	117,117		142,578	2.3%	2.8%		142,578	-	-	-
35500	355.00 Poles and Fixtures	14,554,866		12,892,916	3.6%	2.8%		16,576,606	(3,683,690)	-	-
35600	356.00 OH Cond and Devices	4,694,252		4,992,756	2.8%	2.9%		5,681,412	(688,656)	-	-
35601	356.01 Clearing Rights of Way	42,212		33,770	2.0%	1.6%		33,770	-	-	-
35700	357.00 Underground Conduit	64,760		61,163	1.8%	1.7%		61,163	-	-	-
35800	358.00 UG Conductors & Devices	170,314		199,934	2.3%	2.7%		199,934	-	-	-
35900	359.00 Roads and Trails	241,856		286,341	1.5%	1.6%		286,341	-	-	-
36100	361.00 Structures & Improvements	515,477		515,477	1.8%	1.8%		515,477	-	-	-
36200	362.00 Station Equipment	6,285,415		6,921,603	2.4%	2.5%		6,921,603	-	-	-
36400	364.00 Poles, Towers & Fixtures	15,247,028		13,837,856	4.4%	3.7%		16,455,829	(2,617,973)	-	-
36500	365.00 OH Conductors & Devices	8,308,462		6,065,486	3.1%	2.2%		7,168,302	(1,102,816)	-	-
36600	366.00 UG Conduit & Others	5,672,888		5,742,739	1.8%	1.7%		5,742,739	-	-	-
36700	367.00 UG Conductors & Devices	10,693,779		10,455,573	3.0%	2.3%		11,819,343	(1,363,770)	-	-
36800	368.00 Line Transformers - OH	33,617,580		36,755,606	4.4%	4.5%		43,289,936	(6,534,330)	-	-
36900	369.00 Services - OH	2,685,623		1,537,736	3.4%	1.9%		1,861,470	(323,734)	-	-
36902	369.02 Services - UG	3,663,504		3,087,906	2.8%	2.3%		3,624,933	(537,027)	-	-
37000	370.00 Meters	62,494		220,428	7.2%	7.9%		220,428	-	-	-
37000	370.00 Meters - Analog & AMR	5,607,390		1,075,580	7.2%	7.9%	3,614,687	4,690,267	(220,428)	-	(3,614,687)
37001	370.01 Meters - AMI	-		9,537,031	7.2%	8.7%		9,537,031	-	-	-
37300	373.00 Street Light & Signal Sys	16,854,184		9,108,371	5.4%	2.8%		14,963,753	(5,855,361)	-	-
39000	390.00 Structures & Improvements	3,061,736		1,965,492	2.3%	1.4%	1,298	3,509,807	(1,544,315)	-	(1,298)
39101	391.01 Office Fur, Fxt & Equip 7yr	822,115		811,901	14.3%	14.3%		811,901	-	-	-
39102	391.02 Computer & Perph Equip 4yr	1,401,743		3,684,230	25.0%	25.0%		3,684,230	-	-	-
39104	391.04 Computer Hardw-Mainframe 5yr	7,590,107		4,783,433	20.0%	20.0%		4,783,433	-	-	-
39212	392.12 ES Trans Equip - L Vehicle	206,172		220,443	6.6%	6.1%		220,443	-	-	-
39213	392.13 ES Trans Equip - H Vehicle	27,444		35,603	3.7%	4.8%		35,603	-	-	-
39400	394.00 Tool Shop & Garage Equip 7yr	2,030,046		2,426,722	14.3%	14.3%		2,426,722	-	-	-
39401	394.01 ECCR Solar Car Port 5yr	522,500		900,000	20.0%	20.0%		900,000	-	-	-
39500	395.00 Laboratory Equipment 7yr	356,108		482,898	14.3%	14.3%		482,898	-	-	-
39700	397.00 Communication Equipment 7yr	5,719,537		7,007,284	14.3%	14.3%		7,007,284	-	-	-

Depreciation Calculations									
Account	PowerPlant Depr Group	Existing Depr Rate		Revised Depr Rate		Existing Depr Rate		2022 Revised Depr Rate	
Exhibit G		2021	2022	2021	2022	Rate	Rate	Rate	Rate
39725	397.25 Fiber Optic	TOTAL	TOTAL	TOTAL	TOTAL	5.3%	5.3%	2.9%	2.9%
		1,841,857	1,063,500						
39800	398.00 Miscellaneous Equipment 7yr	TOTAL	TOTAL	TOTAL	TOTAL	14.3%	14.3%	14.3%	14.3%
		401,266	401,266						
	Subtotal	369,241,066	391,219,155						
									62,876,829
FUNCTIONAL SUMMARY									
	Dismantlement	1,186,094	8,014,743						
	Acquisition Adjustments	185,749	185,749						
	SOFTWARE - Intangibles	18,018,310	29,516,555						
	GENERATION - Steam	72,734,684	45,329,637						
	GENERATION - Other	114,509,070	150,861,848						
	TRANSMISSION	29,412,703	28,666,458						
	DISTRIBUTION	109,213,822	104,861,392						
	GENERAL PLANT	23,980,633	23,782,773						
	TOTAL	369,241,066	391,219,155						
	ADD: LED Clause Depreciation Expense	5,497,500	4,972,800						
		374,738,566	396,191,955						
	MFR C-6 403,404,406 for 2021 and 2022								
	Separation:	(2,385,253)	(2,158,454)						
	FPSC Adjustments:								
	Recoverable ECOR	(6,020,000)	(5,872,500)						
	Recoverable ECRC	(20,081,537)	(8,753,004)						
	Recoverable SPPCRC	(1,247,169)	(2,722,942)						
	Acquisition Amortizations	(184,580)	(184,737)						
	Settlement Adjustment		(500,318)						
	Total FPSC Adjustments	(27,533,286)	(18,033,501)						
	FPSC Adjusted:	344,820,027	376,000,000						
Original Proposed 2022 Depr Rates									
	2022	Revised Depr Rate	Removed 10-yr Amort						
	TOTAL	1,356,879	(293,379)						
		401,266	-						
	483,049,016	(29,246,076)	(62,876,829)						
	19,123,623	-	(11,108,880)						
	185,749	-	-						
	29,516,555	-	-						
	92,877,884	-	(47,619,458)						
	155,342,425	(4,480,577)	-						
	33,571,203	(4,372,346)	(532,506)						
	126,811,110	(18,555,459)	(3,614,687)						
	25,620,467	(1,837,694)	(1,298)						
	483,049,016	(29,246,076)	(62,876,829)						
	4,972,800								
	488,021,816	(29,246,076)	(62,876,829)						
	(2,658,629)	159,058	634,162						
	Application of Separation Factor								
	Specific to the conservation clause	-							
	Specific to the environmental clause		15,387,312						
	Specific to the storm protection plan clause	371,269							
	Excluded from base rates	(184,737)							
	Settlement Adjustment		(500,318)						
	Revised Depreciation Rate Reduction	371,269	14,886,994						
	452,071,423	(28,715,749)	(47,355,673)						
	\$ 452,071,423	Original Depreciation & Amortization FPSC Adjusted Amount							
	(29,087,018)	Revised Depreciation Study Rate Impact (separated)							
	371,269	Revised SPPCRC using revised Depreciation Study Rate Impact							
	(62,242,667)	Removal of the 10-year Amortization for CETM purposes (separated)							
	15,387,312	Removal of the ECRC related 10-year Amortization for CETM purposes							
	(500,318)	Settlement Adjustment							
	\$ 376,000,000	Revised Depreciation & Amortization FPSC Adjusted Amount							

EXHIBIT “H”

Exhibit H
TAMPA ELECTRIC COMPANY
Estimated Net Salvage and Remaining Life for
Calculating Future Accruals, Annual Depreciation Accruals and Rates
December 31, 2019

Solar Sites based on ASL of 35-years

Retirement Year	Curve	Salvage	Net	Original Cost	Book Reserve	Future Accruals	Average Remaining Life	Annual Depreciation Accruals	Annual Depreciation Rate
(1)	(2)	(3)	(3)	(4)	(5)	(6)=(100%-(3))X(4)-(5)	(7)	(8)=(6)/(7)	(9)=(8)/(4)
2054	SQ	0	0	176,075,356	5,959,130	170,116,226	33	5,155,037	2.9%
2054	SQ	0	0	0	-	0	34	0	2.9%
2054	SQ	0	0	272,856,762	11,221,756	261,635,006	33	7,928,334	2.9%
2054	SQ	0	0	96,257,198	3,766,750	92,490,448	33	2,802,741	2.9%
2054	SQ	0	0	0	-	0	34	0	2.9%
2054	SQ	0	0	0	-	0	10	0	10.0%
			0	<u>545,189,316</u>	<u>20,947,635</u>	<u>524,241,680</u>	<u>33</u>	<u>15,886,112</u>	<u>2.9%</u>

341.99 - Structures & Improvements
342.99 - Fuel Holders, Producers and Accessories
343.99 - Prime Movers
345.99 - Accessory Electric Equipment
346.99 - Misc. Power Plant Equipment
348.99 - Energy Storage Battery Equipment
Total Solar Sites

TAMPA ELECTRIC COMPANY
Estimated Net Salvage and Remaining Life for
Calculating Future Accruals, Annual Depreciation Accruals and Rates
December 31, 2019

Solar Sites based on ASL of 30-years

Retirement Year	Curve	Salvage	Net	Original Cost	Book Reserve	Future Accruals	Average Remaining Life	Annual Depreciation Accruals	Annual Depreciation Rate
(1)	(2)	(3)	(3)	(4)	(5)	(6)=(100%-(3))X(4)-(5)	(7)	(8)=(6)/(7)	(9)=(8)/(4)
2049	SQ	0	0	176,075,356	5,959,130	170,116,226	29	5,866,077	3.3%
2049	SQ	0	0	0	-	0	30	0	3.3%
2049	SQ	0	0	272,856,762	11,221,756	261,635,006	29	9,021,897	3.3%
2049	SQ	0	0	96,257,198	3,766,750	92,490,448	29	3,189,326	3.3%
2049	SQ	0	0	0	-	0	30	0	3.3%
2049	SQ	0	0	0	-	0	10	0	10.0%
			0	<u>545,189,316</u>	<u>20,947,635</u>	<u>524,241,680</u>	<u>29</u>	<u>18,077,299</u>	<u>3.3%</u>

341.99 - Structures & Improvements
342.99 - Fuel Holders, Producers and Accessories
343.99 - Prime Movers
345.99 - Accessory Electric Equipment
346.99 - Misc. Power Plant Equipment
348.99 - Energy Storage Battery Equipment
Total Solar Sites

EXHIBIT “I”

Tampa Electric
Exhibit I
GBRA Calculations

	2023 GBRA		2024 GBRA		2023 & 2024
	Big Bend Mod Phase 2	Solar Wave 2 Tranche 2	Total	Solar Wave 2 Tranche 3	Total GBRA
1. Per Rate Case Filed					
2. Rate Base (13 Month Average)	489,143,146	278,132,277	767,275,423	190,329,063	957,604,486
3. Rate of Return (MFR A-1)	6.67%	6.67%	6.67%	6.67%	6.67%
4. NOI Requested	32,625,848	18,551,423	51,177,271	12,694,949	63,872,219
5. NOI Multiplier (MFR A-1)	1.34315	1.34315	1.34315	1.34315	1.34315
6. Return on Rate Base	43,821,354	24,917,313	68,738,668	17,051,199	85,789,867
7. O&M Expense	3,000,000	2,400,678	5,400,678	1,600,452	7,001,130
8. Depreciation Expense	13,490,122	8,672,207	22,162,330	6,329,907	28,492,237
9. Property Taxes	4,973,617	960,392	5,934,009	657,880	6,591,889
10. Total Revenue Requirement	65,285,094	36,950,591	102,235,685	25,639,438	127,875,123
11. Revised					
12. Original In-Service Amount	496,437,505	283,677,155	780,114,660	193,831,970	973,946,629
14. Rate of Return - Debt	1.60%	1.60%	1.60%	1.60%	1.60%
15. NOI Requested - Debt Portion	7,943,000	4,538,834	12,481,835	3,101,312	15,583,146
16. NOI Multiplier	1.00000	1.00000	1.00000	1.00000	1.00000
17. Return on Rate Base - Debt	7,943,000	4,538,834	12,481,835	3,101,312	15,583,146
18. Rate Base	496,437,505	283,677,155	780,114,660	193,831,970	973,946,629
20. Rate of Return - Other	4.66%	4.66%	4.66%	4.66%	4.66%
21. NOI Requested - Other	23,133,988	13,219,355	36,353,343	9,032,570	45,385,913
22. NOI Calculated	1.34315	1.34315	1.34315	1.34315	1.34315
23. Return on Rate Base - Other	31,072,378	17,755,556	48,827,934	12,132,081	60,960,015
24. O&M Expense	1,300,000	2,400,678	3,700,678	1,600,452	5,301,130
25. Depreciation Expense	13,490,122	7,629,108	21,119,230	5,582,454	26,701,684
26. Property Taxes	4,973,617	960,392	5,934,009	657,880	6,591,889
27. Revenue Requirement - Other	50,836,117	28,745,734	79,581,852	19,972,867	99,554,719
28. ITC Amortization	-	(2,309,064)	(2,309,064)	(1,697,269)	(4,006,334)
29. Total Revenue Requirement	58,779,117	30,975,505	89,754,622	21,376,909	111,131,531
30. Revenue Requirement Reduction	(6,505,976)	(5,975,086)	(12,481,063)	(4,262,529)	(16,743,592)

EXHIBIT “J”

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EXHIBIT J
TAMPA ELECTRIC COMPANY
DOCKET NO. 20210034-EI
TEST YEAR ENDING DECEMBER 31, 2022
(\$ MILLIONS)

Exhibit (LK-19)
Page 2 of 4

I. TEC Cost of Capital Per Filing

	Jurisdictional Adjusted Capital	Capital Ratio	Cost Rate	Weighted Avg Cost	(1) Grossed Up Cost
Long Term Debt	2,775.504	34.99%	4.17%	1.46%	1.46%
Customer Deposits	90.615	1.14%	2.44%	0.03%	0.03%
Short Term Debt	235.536	2.97%	1.01%	0.03%	0.03%
Deferred Income Tax	951.332	11.99%	0.00%	0.00%	0.00%
Investment Tax Credits	263.507	3.32%	7.66%	0.25%	0.25%
Common Equity	3,614.682	45.58%	10.75%	4.90%	6.58%
Total Capital	7,931.177	100.00%		6.67%	8.36%

II. TEC Cost of Capital Adjusted to Restate Financial Common Equity Ratio at 54.0% (Company's Updated Sch D-1a Calculation)

	Jurisdictional Adjusted Capital	Capital Ratio	Cost Rate	Weighted Avg Cost	(1) Grossed Up Cost
Long Term Debt	2,815.569	35.50%	4.17%	1.48%	1.48%
Customer Deposits	90.615	1.14%	2.44%	0.03%	0.03%
Short Term Debt	235.536	2.97%	1.01%	0.03%	0.03%
Deferred Income Tax	951.332	11.99%	0.00%	0.00%	0.00%
Investment Tax Credits	263.507	3.32%	7.66%	0.25%	0.25%
Common Equity	3,574.618	45.07%	10.75%	4.85%	6.51%
Total Capital	7,931.177	100.00%		6.64%	8.31%

II. TEC Cost of Capital Adjusted to Restate ROE at 9.95%

	Jurisdictional Adjusted Capital	Capital Ratio	Cost Rate	Weighted Avg Cost	(1) Grossed Up Cost
Long Term Debt	2,815.569	35.50%	4.17%	1.48%	1.48%
Customer Deposits	90.615	1.14%	2.44%	0.03%	0.03%
Short Term Debt	235.536	2.97%	1.01%	0.03%	0.03%
Deferred Income Tax	951.332	11.99%	0.00%	0.00%	0.00%
Investment Tax Credits	263.507	3.32%	7.18%	0.24%	0.24%
Common Equity	3,574.618	45.07%	9.95%	4.48%	6.02%
Total Capital	7,931.177	100.00%		6.26%	7.80%

EXHIBIT J
TAMPA ELECTRIC COMPANY
AS-FILED REVENUE EXPANSION FACTOR
DOCKET NO. 20210034-EI
ALL TEST YEARS
(\$ MILLIONS)

		Tax Only	As Filed By Company
Assume pre-tax income of		1.0000%	1.0000%
Regulatory Assessment		0.00000%	0.00072%
Bad Debt Rate		0.00000%	0.00200%
Net Pretax Subtotal		1.00000%	0.99728%
State income tax	5.50%	0.05500%	0.05485%
Taxable income for Federal income tax		0.94500%	0.94243%
Federal income tax at 21%	21.0%	0.19845%	0.19791%
Revenue Expansion Factor		0.74655%	0.74452%
Gross-Up		1.33950	1.34315
Effective Income Tax Rate		25.3450%	
Source: Schedule C-44			

EXHIBIT J
Tampa Electric
Retiring Asset Dismantlement Summary

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>	<u>2034</u>	<u>2035</u>	<u>2036</u>	<u>Total</u>
Dismantlement Spend	2.5	27.1	45.4	31.6	12.8	-	-	-	-	-	-	-	-	-	-	119.4
Dismantlement Reserve	2.5	5.8	-	-	-	-	-	-	-	-	-	-	-	-	-	8.3
Dismantlement Deficiency	-	21.3	45.4	31.6	12.8	-	-	-	-	-	-	-	-	-	-	111.1
Cumulative Deficiency	-	21.3	66.7	98.3	111.1											
10-Year Amortization	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	-	-	-	-	-	111.1
15-Year Amortization	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	111.1

EXHIBIT “K”

	2022 Adjusted Revenues	Year 1 Total Increase	Year 2 GBRA Increase	Year 3 GBRA Increase
RS	\$773,680	\$149,386	\$70,116	\$16,699
GS	\$81,788	\$18,278	\$8,579	\$2,043
RS & GS Combined	\$855,468	\$167,664	\$78,695	\$18,743
GSD	\$300,643	\$8,996	\$4,223	\$1,006
GSLDPR	\$41,433	\$1,231	\$578	\$138
GSLDSU	\$23,350	\$694	\$326	\$78
LSENERGY	\$3,296	\$610	\$286	\$68
LSFACILITIES	\$65,750	\$12,033	\$5,648	\$1,345
FPSC JURIS	\$1,289,940	\$191,228	\$89,755	\$21,377

Note: The Year 1 Total Increase amounts include the CETM and base revenue increase.

EXHIBIT “L”



SECOND REVISED SHEET NO. 6.800
CANCELS FIRST REVISED SHEET NO. 6.800

LIGHTING SERVICE

SCHEDULE: LS-1

AVAILABLE: Entire service area

APPLICABLE:

Lighting Service is applicable to any customer for the sole purpose of lighting roadways or other outdoor areas. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party. At the Company's option, a deposit amount of up to a two (2) month's average bill may be required at anytime.

CHARACTER OF SERVICE:

Service is provided during the hours of darkness normally on a dusk-to-dawn basis.

At the Company's option and at the customer's request, the company may permit a timer to control a lighting system provided under this rate schedule that is not used for dedicated street or highway lighting. The Company shall install and maintain the timer at the customer's expense. The Company shall program the timer to the customer's specifications as long as such service does not exceed 2,100 hours each year. Access to the timer is restricted to company personnel.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgment of the Company, location of the proposed lights are, and will continue to be, feasible and accessible to the company equipment and personnel for both construction and maintenance.

TERM OF SERVICE:

Service under this rate schedule shall be for an initial term of ten (10) years beginning on the date one or more of the lighting equipment is installed, energized, and ready for use and shall continue thereafter for successive one-year terms until terminated by either party upon providing ninety (90) days prior written notice.

Service under this rate schedule for individual, residential real property owners, residing (or a landlord) at the Installation Site, and purchasing Equipment costing less than ten thousand dollars (\$10,000) shall not have a primary term and instead shall have a month-to-month term that can be terminated by either Party with thirty (30) days written notice and shall be governed by the terms of the Bright Choices Outdoor Lighting Agreement – Individual Residential.

Any existing customer receiving services under the LS-1 rate schedule may elect to transfer services to the LS-2 rate schedule, without penalty, or renewal of primary term. A new LS-2 agreement is not required to initiate the transition, only authorization for the customer in writing.

Continued to Sheet No. 6.805



ELEVENTH REVISED SHEET NO. 6.815
CANCELS TENTH 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	\$7.54	\$1.43
569	PT Bracket (accommodates two post top fixtures)	\$4.27	\$0.06

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.
11. Ground penetrating radar (GPR)
12. Special permitting requirements
13. Custom motion of traffic permits

MINIMUM CHARGE: The monthly charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023

FRANCHISE FEE: See Sheet No. 6.023

PAYMENT OF BILLS: See Sheet No. 6.023

STORM PROTECTION PLAN RECOVERY PLAN: See Sheet Nos. 6.021 and 6.023

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 2.373¢ per kWh of metered usage, plus a Basic Service Charge of \$10.52 per month and the applicable additional charges as specified on Sheet Nos. 6.020, 6.021, 6.022 and 6.023.

Continued to Sheet No. 6.820

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



**FOURTH REVISED SHEET NO. 6.830
CANCELS THIRD SHEET NO. 6.830**

CUSTOMER SPECIFIED LIGHTING SERVICE

SCHEDULE: LS-2

AVAILABLE: Entire service area

APPLICABLE:

Customer Specified Lighting Service is applicable to any customer for the sole purpose of lighting roadways or other outdoor areas. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party. At the Company's option, a deposit amount of up to a two (2) month's average bill may be required at anytime.

CHARACTER OF SERVICE:

Service is provided during the hours of darkness normally on a dusk-to-dawn basis. At the Company's option and at the customer's request, the company may permit a timer to control a lighting system provided under this rate schedule that is not used for dedicated street or highway lighting. The Company shall install and maintain the timer at the customer's expense. The Company shall program the timer to the customer's specifications as long as such service does not exceed 2,100 hours each year. Access to the timer is restricted to company personnel.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgment of the Company, location of the proposed lights are, and will continue to be, feasible and accessible to Company personnel and equipment for both construction and maintenance and such installation is not appropriate as a public offering under LS-1.

TERM OF SERVICE:

Service under this rate schedule shall, at the option of the customer, be for an initial term of twenty (20) years beginning on the date one or more of the lighting equipment is installed, energized, and ready for use and shall continue after the initial term for successive one-year terms until terminated by either party upon providing ninety (90) days prior written notice. Any customer transferring service to the LS-2 rate schedule from the LS1 rate schedule shall continue the remaining primary initial term from LS-1 agreement. The In-Place Value shall be defined by the value of the lighting Equipment when it was first put into service.

SPECIAL CONDITIONS:

On 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 2.373¢ per kWh of metered usage, plus a Basic Service Charge of \$10.52 per month and the applicable additional charges as specified on Sheet Nos. 6.020, 6.021, 6.022 and 6.023

Continued to Sheet No. 6.835



SIXTH REVISED SHEET NO. 7.200
CANCELS FIFTH REVISED SHEET NO. 7.200

TAMPA ELECTRIC COMPANY
BRIGHT CHOICES Outdoor Lighting Agreement

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and _____ (Customer Name, Billing Address and Physical Address) _____ (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

1. Scope of Work

The Company shall furnish, install, operate and maintain, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"): _____

_____ at the following location _____ ("Installation Site"), subject to the availability of such Equipment, for the term of the Agreement..

2. System Design and Approval

If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.

The customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking.

The Equipment shall be repaired or replaced with the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.

THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

Continued to Sheet No. 7.201

ISSUED BY: A. D. Collins President

DATE EFFECTIVE:



EIGHTH REVISED SHEET NO. 7.201
CANCELS SEVENTH REVISED SHEET NO. 7.201

Continued from Sheet No. 7.200

3. Damages During Construction

The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction or use of the equipment including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

4. Customer Information and Preparation

The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer.

5. Non-Standard Service Charges

The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs, removal and replacement of pavement required to install underground lighting cable, and directional boring. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

Continued to Sheet No. 7.202

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



EIGHTH REVISED SHEET NO. 7.202
CANCELS SEVENTH REVISED SHEET NO. 7.202

Continued from Sheet No. 7.201

6. Customer Contribution in Aid of Construction

The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$_____ for _____. Refer to Section 5.2.61 of the Tampa Electric Tariff.

7. Monthly Payment

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current monthly base charges for equipment installed under this agreement are _____. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be _____. The total monthly charge shall be _____ per month.

The Company may request that Customer provide a cash deposit equal to two (2) months service under this Agreement.

The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.

8. Term

This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of ____ year(s) (the "Primary Term" as provided in the applicable Rate Schedule _____) beginning on the date one or more of the Equipment is installed and, if applicable, at least one light is energized and ready for use and shall continue thereafter for successive one-year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination.

9. Limitation on Damages

The Company will furnish electricity to operate the Equipment for dusk to dawn service or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous operation during the term. The Company shall not be liable to the Customer for any damages arising from complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting causes beyond its control or from the negligence of the.

10. Indemnification

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 furnishing, design, installation, operation, maintenance or removal of the Equipment. The

Continued to Sheet No. 7.203

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



**SEVENTH REVISED SHEET NO. 7.203
CANCELS SIXTH REVISED SHEET NO. 7.203**

Continued from Sheet No. 7.202

phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, the "Company" shall be defined as Tampa Electric Company, its parent, Emera Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor corporations.

11. Outage Notification

The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.

12. Tree Trimming

Failure of the Customer to maintain adequate clearance (e.g. trees and other vegetation) around the Equipment may cause illumination obstruction and/or a delay in requested repairs or required maintenance.

13. 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 business day 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 business 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: A. D. Collins, President

DATE EFFECTIVE:



EIGHTH REVISED SHEET NO. 7.204
CANCELS SEVENTH REVISED SHEET NO. 7.204

Continued from Sheet No. 7.203

If such termination occurs prior to the expiration of the Primary 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 Primary Term.

14. Easements

The Property Owner identified on the signature page hereto covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner 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 Non-exclusive 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 14 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 Company shall not be responsible for any reasonable property damage caused at and around the Installation Site, arising from Company exercising its rights under this easement. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

15. Physical Alterations and Attachments

In no event shall the Customer, or any other Grantor, alter, place upon or attach, or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, 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 to Company, anything altered, placed, installed, or existing in violation of this paragraph, with such removal cost being paid by the Customer.

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

Continued to Sheet No. 7.205



**TENTH REVISED SHEET NO. 7.205
CANCELS NINTH REVISED SHEET NO. 7.205**

Continued from Sheet No. 7.204

16. Insurance

Customer and/or Property Owner, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed 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.

17. 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 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.

18. 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 not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company, in its sole discretion, or by transfer of title to the property. 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.

19. Authority

Customer and Property Owner respectively warrants the signatory(ies) hereto are authorized to sign on behalf of and has full power and authority to bind Customer, and Property Owner as applicable, and its heirs, legal representatives, successors, and assigns of the parties hereto.

Continued to Sheet No. 7.206



FOURTH REVISED SHEET NO. 7.206
CANCELS THIRD REVISED SHEET NO. 7.206

Continued from Sheet No. 7.205

20. 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: _____

Tampa Electric Company Representative:

By/Title: _____
 Signature: _____
 Department: _____
 Date: _____

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

Tampa Electric Company Manager:

By/Title: _____
 Signature: _____
 Department: _____
 Date: _____

Witness to Property Owner Signature:

Contract No. _____

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.215

Contract No:	
Work Request No:	
Billing Customer of Record:	
Billing Address:	
Tax ID#:	

TAMPA ELECTRIC COMPANY
BRIGHT CHOICES Outdoor Lighting Agreement – Small Residential

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), and the Tampa Electric Tariff between Sheet No. 7.215 and Sheet No. 7.245 Tampa Electric Company (the "Company") agrees to provide and _____ (Customer Name, Billing Address and Physical Address) _____ (the "Customer") agrees to accept and pay for the outdoor lighting services specified below. This Agreement shall only be used for individual, residential property owners, residing at the Installation Site and purchasing equipment costing less than ten thousand dollars (\$10,000).

1. Scope of Work

The Company shall furnish, install, operate and maintain, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"): _____ at the following location _____ ("Installation Site"), subject to the availability of such Equipment, for the term of the Agreement..

2. System Design and Approval

If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.

The customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking.

The customer is responsible for the general location via indication by staking or other appropriate method of the Equipment and the direction and orientation of the illumination provided thereby.

Continued to Sheet No. 7.220

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.220

Continued from Sheet No. 7.215

If the final design sketch has been provided to the Customer, as required immediately above, and the Customer has not advised the Company of specific changes to be made to the final design sketch prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

The Equipment shall be repaired or replaced with the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.

THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

3. Damages

The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction of Customer's facilities including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

4. Customer Information and Preparation

The Customer shall locate and advise the Company, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer. 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 furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, and the exculpation of liability provided below, the "Company" shall be defined as Tampa Electric Company, its parent, Emera, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor corporations.

Continued to Sheet No. 7.225

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:

**ORIGINAL SHEET NO. 7.225**

Continued from Sheet No. 7.220

Exculpation of liability shall include 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 furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties.

5. Location of Equipment

If applicable, the Customer shall stake the locations of Equipment on roadways and commercial property prior to the installation of the Equipment by the Company. To assist the Customer with the staking process, the Company shall provide the Customer with an approved design sketch that reflects the Equipment locations approved by the Customer.

6. Non-Standard Service Charges

The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs, removal and replacement of pavement required to install underground lighting cable, and directional boring. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such nonstandard facilities and services as incurred.

7. Customer Contribution in Aid of Construction

The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$_____ for _____. Refer to Section 5 2.6.1 of the Tampa Electric Tariff. If applicable, a final invoice or partial refund shall be issued to the Customer based upon deviations of actual costs in relation to the estimated customer contribution. CIAC payment to satisfy actual costs are non-refundable.

8. Monthly Payment

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current monthly base charges for facilities the "Equipment" installed under this agreement are. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be. The total monthly charge shall be per month.

Continued to Sheet No. 7.230

**ORIGINAL SHEET NO. 7.230**

Continued from Sheet No. 7.225

The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.

9. Term

There is no Primary Term associated with this agreement. This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of ten (10) year(s) (the "Primary Term") beginning on the date one or more of the Equipment is installed and, if applicable, at least one light is energized and ready for use and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination. [This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force as long as the Customer continues to pay the monthly charges pursuant to this agreement or ten (10) years, whichever occurs first. After the initial 10-year period, the Agreement shall continue for successive one year terms until terminated by either party upon providing the other party with written notice.]

10. Limitation on Damages

The Company will furnish electricity to operate the Equipment for dusk to dawn service or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous operation during the term. The Company shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company including, but not limited to, complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.

Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer. 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 furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties.

11. Outage Notification

The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.

12. Tree Trimming

Failure of the Customer to maintain adequate clearance (e.g. trees and vegetation) around the Equipment may cause illumination obstruction and/or a delay in requested repairs or required maintenance.

Continued to Sheet No. 7.235



ORIGINAL SHEET NO. 7.235

Continued from Sheet No. 7.230

13. Termination, Removal

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.

The customer messes with our equipment

In the event that the Customer fails to pay the Company for any of the services provided herein, or violates the terms of this agreement; the company may, at its option and on five (5) days written notice to Customer, terminate this agreement. Reference the Tariff for details. If such termination occurs prior to the expiration of the Primary 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 Primary Term.

14. Easements

The Property Owner covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner 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 and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The Non-exclusive 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 14 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.

Continued to Sheet No. 7.240

**ORIGINAL SHEET NO. 7.240**

Continued from Sheet No. 7.235

15. Physical Alterations and Attachments

In no event shall the Customer, or any other Grantor, alter, place upon or attach, or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, 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 altered, placed, installed, or existing in violation of this paragraph at the cost to the Customer.

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

16. 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.

17. 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.

18. 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 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.

19. 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.

Continued to Sheet No. 7.245

**ORIGINAL SHEET NO. 7.245**

Continued from Sheet No. 7.240

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

20. 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 warrants the signatory(ies) hereto are authorized to sign on behalf of and has full power and authority to bind Customer, its heirs, legal representatives, successors, and assigns of the parties hereto. This Agreement may not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company, in its sole discretion, or by transfer of title to the property.

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

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

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

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

Witness to PO signature:

Contract No. _____



~~FIRST~~**SECOND** REVISED SHEET NO. 6.800
 CANCELS ~~ORIGINAL~~ **FIRST REVISED** SHEET
 NO. 6.800

LIGHTING SERVICE

SCHEDULE: LS-1

AVAILABLE: Entire service area

APPLICABLE:

Lighting Service is applicable to any customer for the sole purpose of lighting roadways or other outdoor areas. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party. At the Company's option, a deposit amount of up to a two (2) month's average bill may be required at anytime.

CHARACTER OF SERVICE:

Service is provided during the hours of darkness normally on a dusk-to-dawn basis.

At the Company's option and at the customer's request, the company may permit a timer to control a lighting system provided under this rate schedule that is not used for dedicated street or highway lighting. The Company shall install and maintain the timer at the customer's expense. The Company shall program the timer to the customer's specifications as long as such service does not exceed 2,100 hours each year. Access to the timer is restricted to company personnel.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgment of the Company, location of the proposed lights are, and will continue to be, feasible and accessible to the company equipment and personnel for both construction and maintenance.

TERM OF SERVICE:

Service under this rate schedule shall be for an initial term of ten (10) years beginning on the date one or more of the lighting equipment is installed, energized, and ready for use and shall continue thereafter for successive one-year terms until terminated by either party upon providing ninety (90) days prior written notice.

Service under this rate schedule for individual, residential real property owners, residing (or a landlord) at the Installation Site, and purchasing Equipment costing less than ten thousand dollars (\$10,000) shall not have a primary term and instead shall have a month-to-month term that can be terminated by either Party with thirty (30) days written notice and shall be governed by the terms of the Bright Choices Outdoor Lighting Agreement – Individual Residential.

Any existing customer receiving services under the LS-1 rate schedule may elect to transfer services to the LS-2 rate schedule, without penalty, or renewal of primary term. A new LS-2 agreement is not required to initiate the transition, only authorization for the customer in writing.

Continued to Sheet No. 6.805

ISSUED BY: G. L. Gillette A. D. Collins,
 President

DATE EFFECTIVE: February 6, 2018



~~TENTH-ELEVENTH~~ REVISED SHEET NO. 6.815
 CANCELS ~~NINTH-TENTH~~ 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	\$7.54	\$1.43
569	PT Bracket (accommodates two post top fixtures)	\$4.27	\$0.06

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.
11. Ground penetrating radar (GPR)
12. Special permitting requirements
- 10-13. Custom motion of traffic permits

MINIMUM CHARGE: The monthly charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023

FRANCHISE FEE: See Sheet No. 6.023

PAYMENT OF BILLS: See Sheet No. 6.023

STORM PROTECTION PLAN RECOVERY PLAN: See Sheet Nos. 6.021 and 6.023

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 2.373¢ per kWh of metered usage, plus a Basic Service Charge of \$10.52 per month and the applicable additional charges as specified on Sheet Nos. 6.020, 6.021, 6.022 and 6.023.

ISSUED BY: ~~N. G. Tower~~ A. D. Collins,
 President

DATE EFFECTIVE: ~~January 1, 2021~~



~~TENTH~~ ELEVENTH REVISED SHEET NO. 6.815
CANCELS ~~NINTH~~ TENTH REVISED SHEET NO. 6.815

Continued to Sheet No. 6.820

ISSUED BY: ~~N. G. Tower~~ A. D. Collins,
President

DATE EFFECTIVE: ~~January 1, 2021~~



~~THIRD-FOURTH~~ REVISED SHEET NO. 6.830
CANCELS ~~SECOND-THIRD~~ SHEET NO. 6.830

CUSTOMER SPECIFIED LIGHTING SERVICE

SCHEDULE: LS-2

AVAILABLE: Entire service area

APPLICABLE:

Customer Specified Lighting Service is applicable to any customer for the sole purpose of lighting roadways or other outdoor areas. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party. At the Company's option, a deposit amount of up to a two (2) month's average bill may be required at anytime.

CHARACTER OF SERVICE:

Service is provided during the hours of darkness normally on a dusk-to-dawn basis. At the Company's option and at the customer's request, the company may permit a timer to control a lighting system provided under this rate schedule that is not used for dedicated street or highway lighting. The Company shall install and maintain the timer at the customer's expense. The Company shall program the timer to the customer's specifications as long as such service does not exceed 2,100 hours each year. Access to the timer is restricted to company personnel.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgment of the Company, location of the proposed lights are, and will continue to be, feasible and accessible to Company personnel and equipment for both construction and maintenance and such installation is not appropriate as a public offering under LS-1.

TERM OF SERVICE:

Service under this rate schedule shall, at the option of the customer, be for an initial term of twenty (20) years beginning on the date one or more of the lighting equipment is installed, energized, and ready for use and shall continue after the initial term for successive one-year terms until terminated by either party upon providing ninety (90) days prior written notice. Any customer transferring service to the LS-2 rate schedule from the LS1 rate schedule shall continue the remaining primary initial term from LS-1 agreement. The In-Place Value shall be defined by the value of the lighting Equipment when it was first put into service.

SPECIAL CONDITIONS:

On 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 2.373¢ per kWh of metered usage, plus a Basic Service Charge of \$10.52 per month and the applicable additional charges as specified on Sheet Nos. 6.020, 6.021, 6.022 and 6.023

ISSUED BY: ~~N. G. Tower~~ A. D. Collins,
President

DATE EFFECTIVE: ~~January 1, 2021~~



~~THIRD-FOURTH~~ REVISED SHEET NO. 6.830
CANCELS ~~SECOND-THIRD~~ SHEET NO. 6.830

Continued to Sheet No. 6.835

ISSUED BY: ~~N. G. Tower~~ A. D. Collins,
President

DATE EFFECTIVE: ~~January 1, 2021~~



FIFTH-SIXTH REVISED SHEET NO. 7.200
CANCELS ~~FOURTH-FIFTH~~ REVISED SHEET NO. 7.200

TAMPA ELECTRIC COMPANY
BRIGHT CHOICES Outdoor Lighting Agreement

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and _____ (Customer Name, Billing Address and Physical Address) _____ (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

1. Scope of Work

The Company shall furnish, install, operate and maintain, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"): _____

_____ at the following location _____ ("Installation Site"), subject to the availability of such Equipment, for the term of the Agreement..

2. System Design and Approval

If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.

The customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking. If the Company is unable to provide all of the Equipment selected by the Customer or the Company is unable to install the selected Equipment in reasonable proximity to the locations identified in the approved design specifications for the initial installation of the Equipment, the Company shall note any material deviations from the approved design specifications or Equipment selections in the final design sketch and if applicable, written notification of any adjustments affecting monthly charges. If the final design sketch has been provided to the Customer, as required immediately above, and the Customer has not advised the Company of specific changes to be made to the final design sketch prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

The Equipment shall be repaired or replaced with the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.

ISSUED BY: G. L. Gillette, A. D. Collins
 President

DATE EFFECTIVE: February 6, 2018



~~FIFTH-SIXTH~~ REVISED SHEET NO. 7.200
CANCELS ~~FOURTH-FIFTH~~ REVISED SHEET NO. 7.200

THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

~~3. Change Orders~~

~~The Equipment shall be configured and installed pursuant to the final design sketch. Any change order requested by the Customer after consenting to the final design sketch shall be carried out at the Customer's expense.~~

Continued to Sheet No. 7.201

ISSUED BY: G. L. Gillette, A. D. Collins
President

DATE EFFECTIVE: February 6, 2018



SEVENTH-EIGHTH REVISED SHEET
NO. 7.201
CANCELS **SIXTH-SEVENTH**
REVISED SHEET NO. 7.201

Continued from Sheet No. 7.200

43. Damages During Construction

The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction or use of Customer's facilities ~~the equipment~~ including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

45. Customer Information and Preparation

The Customer shall locate and advise the Company, through the provision by providing of an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer. ~~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 furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, and the exculpation of liability provided in Paragraph 11 of this Agreement, the "Company" shall be defined as Tampa Electric Company, its parent, Emera, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor corporations.~~

6. Location of Equipment

~~If applicable, the Customer shall stake the locations of Equipment on roadways and commercial property prior to the installation of the Equipment by the Company. To assist the Customer with the staking process, the Company shall provide the Customer with an approved design that reflects the Equipment locations approved by the Customer.~~

57. Non-Standard Service Charges

The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs, removal and replacement of pavement required to install underground lighting cable, and directional boring. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

ISSUED BY: G. L. Gillette A. D. Collins,
President

DATE EFFECTIVE: February 6, 2018



~~SEVENTH-EIGHTH~~ REVISED SHEET
NO. 7.201
CANCELS ~~SIXTH-SEVENTH~~
REVISED SHEET NO. 7.201

Continued to Sheet No. 7.202

ISSUED BY: ~~G. L. Gillette~~ A. D. Collins,
President

DATE EFFECTIVE: ~~February 6, 2018~~



SEVENTH-EIGHTH REVISED SHEET NO. 7.202
CANCELS SIXTH-SEVENTH REVISED SHEET NO. 7.202

Continued from Sheet No. 7.201

86. Customer Contribution in Aid of Construction

The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$_____ for _____. Refer to Section 5.2.61 of the Tampa Electric Tariff. If applicable, a final invoice or partial refund shall be issued to the Customer based upon deviations of actual costs in relation to the estimated customer contribution. CIAC payment to satisfy actual costs are non-refundable.

79. Monthly Payment

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule _____ LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current monthly base charges for facilities—equipment installed under this agreement are _____. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be _____. The total monthly charge shall be _____ per month.

The Company may request that Customer provide a cash deposit equal to two (2) months service under this Agreement.

If Applicable, Customer agrees to deposit with the Company, the additional cash sum of _____, which is equivalent to approximately two (2) months service under this Agreement, or upon acceptance if the Company so agrees, provide a surety bond or an irrevocable letter of credit from a bank, in favor of the Company in the same amount. The Company will annually credit the Customer's bill with an interest amount, at the rate currently approved by the Florida Public Service Commission, for cash deposits received. The currently authorized interest rate is ____%.

The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.

810. Term

This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of _____ year(s) (the "Primary Term" as provided in the applicable Rate Schedule _____) beginning on the date one or more of the Equipment is installed and, if applicable, at least one light is energized and ready for use and shall continue thereafter for successive one-year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination.

119. Limitation on Damages

The Company will furnish electricity to operate the Equipment for dusk to dawn service or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous operation during the term. The Company shall not be liable to the Customer for any damages arising from complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure

ISSUED BY: N. G. Tower A. D. Collins,
 President

DATE EFFECTIVE: February 5, 2019



~~SEVENTH-EIGHTH~~ REVISED SHEET NO. 7.202
CANCELS ~~SIXTH-SEVENTH~~ REVISED SHEET NO. 7.202

~~to warn of any interruption of service or lighting~~ causes beyond its control or from the negligence of the Company including, but not limited to, ~~complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.~~

10. Indemnification

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 furnishing, design, installation, operation, maintenance or removal of the Equipment. The

Continued to Sheet No. 7.203

ISSUED BY: ~~N. G. Tower~~ A. D. Collins,
President

DATE EFFECTIVE: ~~February 5, 2019~~



SIXTH SEVENTH REVISED SHEET NO. 7.203
CANCELS ~~FIFTH SIXTH~~ REVISED SHEET NO. 7.203

Continued from Sheet No. 7.202

phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, the "Company" shall be defined as Tampa Electric Company, its parent, Emera Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, of successor corporations.

121. Outage Notification

The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.

132. Tree Trimming

Failure of the Customer to maintain adequate clearance (e.g. trees and other vegetation) around the Equipment may cause illumination obstruction and/or a delay in requested repairs or required maintenance.

143. 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 business day 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 business 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

ISSUED BY: G. L. Gillette A. D. Collins,
 President

DATE EFFECTIVE: February 6, 2018



~~SIXTH~~ SEVENTH REVISED SHEET NO. 7.203
CANCELS ~~FIFTH~~ SIXTH REVISED SHEET NO.
7.203

- (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~~ A. D. Collins,
President

DATE EFFECTIVE: ~~February 6, 2018~~



SEVENTH-EIGHTH REVISED SHEET

NO. 7.204

CANCELS SIXTH-SEVENTH
REVISED SHEET NO. 7.204

Continued from Sheet No. 7.203

If such termination occurs prior to the expiration of the Primary 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 Primary Term.

154. Easements

The Property Owner identified on the signature page hereto covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner 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 Non-exclusive 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 14 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 Company shall not be responsible for any reasonable property damage caused at and around the Installation Site, arising from Company exercising its rights under this easement. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

156. Physical Alterations and Attachments

In no event shall the Customer, or any other Grantor, alter, place upon or attach, or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, 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 to Company, anything altered, placed, installed, or existing in violation of this paragraph, with such removal cost being paid by the Customer.

~~Should such a request to physically attach be made to the Company by written application, each request shall be individually reviewed for approval by the Company. Applicable terms and conditions of an attachment approved by the Company shall be memorialized by a separate agreement and shall not supersede the terms and conditions of the Agreement. [PKB]~~

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as

ISSUED BY: G. L. Gillette A. D. Collins,
President

DATE EFFECTIVE: February 6, 2018



~~SEVENTH-EIGHTH~~ REVISED SHEET
NO. 7.204
CANCELS ~~SIXTH-SEVENTH~~
REVISED SHEET NO. 7.204

identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

Continued to Sheet No. 7.205

ISSUED BY: ~~G. L. Gillette~~ A. D. Collins,
President

DATE EFFECTIVE: ~~February 6, 2018~~



NINTH TENTH REVISED SHEET NO. 7.205
CANCELS ~~EIGHTH NINTH~~ REVISED SHEET NO. 7.205

Continued from Sheet No. 7.204

167. Insurance

Customer and/or Property Owner, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms ~~satisfactory to Company~~ reasonable and prudent for the type of property on which the Equipment is installed 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.

~~18. 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.~~

197. 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 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.

2018. 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.~~ This Agreement may not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company, in its sole discretion, or by transfer of title to the property. In the event of an aAssignment, 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.

19. Authority

Customer and Property Owner respectively warrants the signatory(ies) hereto are authorized to sign on behalf of and has full power and authority to bind Customer, and Property Owner as applicable, and its heirs, legal representatives, successors, and assigns of the parties hereto.

Continued to Sheet No. 7.206

ISSUED BY: G. L. Gillette A. D. Collins,
 President

DATE EFFECTIVE: February 6, 2018

~~THIRD-FOURTH~~ REVISED SHEET

NO. 7.206

CANCELS ~~SECOND-THIRD~~

REVISED SHEET NO. 7.206

Continued from Sheet No. 7.205

201. 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: _____

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

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

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

Witness to Property Owner Signature:

Contract No. _____

ISSUED BY: ~~G. L. Gillette~~ A. D. Collins,
 President

DATE EFFECTIVE: ~~February 6, 2018~~

**ORIGINAL SHEET NO. 7.215**

<u>Contract No:</u>	
<u>Work Request No:</u>	
<u>Billing Customer of Record:</u>	
<u>Billing Address:</u>	
<u>Tax ID#:</u>	

TAMPA ELECTRIC COMPANY
BRIGHT CHOICES Outdoor Lighting Agreement – Small Residential

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), and the Tampa Electric Tariff between Sheet No. 7.215 and Sheet No. 7.245 Tampa Electric Company (the "Company") agrees to provide and _____ (Customer Name, Billing Address and Physical Address) (the "Customer") agrees to accept and pay for the outdoor lighting services specified below. This Agreement shall only be used for individual, residential property owners, residing at the Installation Site and purchasing equipment costing less than ten thousand dollars (\$10,000).

1. Scope of Work

The Company shall furnish, install, operate and maintain, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"):

_____ at the following location _____ ("Installation Site"), subject to the availability of such Equipment, for the term of the Agreement..

2. System Design and Approval

If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.

The customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking.

The customer is responsible for the general location via indication by staking or other appropriate method of the Equipment and the direction and orientation of the illumination provided thereby.

Continued to Sheet No. 7.220

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:

**ORIGINAL SHEET NO. 7.220**Continued from Sheet No. 7.215

If the final design sketch has been provided to the Customer, as required immediately above, and the Customer has not advised the Company of specific changes to be made to the final design sketch prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

The Equipment shall be repaired or replaced with the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.

THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

3. Damages

The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction of Customer's facilities including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

4. Customer Information and Preparation

The Customer shall locate and advise the Company, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer. 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 furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, and the exculpation of liability provided below, the "Company" shall be defined as Tampa Electric Company, its parent, Emera, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor corporations.

Continued to Sheet No. 7.225**ISSUED BY: A. D. Collins, President****DATE EFFECTIVE:**

**ORIGINAL SHEET NO. 7.225**Continued from Sheet No. 7.220

Exculpation of liability shall include 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 furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties.

5. Location of Equipment

If applicable, the Customer shall stake the locations of Equipment on roadways and commercial property prior to the installation of the Equipment by the Company. To assist the Customer with the staking process, the Company shall provide the Customer with an approved design sketch that reflects the Equipment locations approved by the Customer.

6. Non-Standard Service Charges

The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs, removal and replacement of pavement required to install underground lighting cable, and directional boring. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such nonstandard facilities and services as incurred.

7. Customer Contribution in Aid of Construction

The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$ _____ for _____. Refer to Section 5 2.6.1 of the Tampa Electric Tariff. If applicable, a final invoice or partial refund shall be issued to the Customer based upon deviations of actual costs in relation to the estimated customer contribution. CIAC payment to satisfy actual costs are non-refundable.

8. Monthly Payment

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current monthly base charges for facilities the "Equipment" installed under this agreement are. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be. The total monthly charge shall be per month.

Continued to Sheet No. 7.230

**ORIGINAL SHEET NO. 7.230**Continued from Sheet No. 7.225

The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.

9. Term

There is no Primary Term associated with this agreement. This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of ten (10) year(s) (the "Primary Term") beginning on the date one or more of the Equipment is installed and, if applicable, at least one light is energized and ready for use and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination. [This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force as long as the Customer continues to pay the monthly charges pursuant to this agreement or ten (10) years, whichever occurs first. After the initial 10-year period, the Agreement shall continue for successive one year terms until terminated by either party upon providing the other party with written notice.]

10. Limitation on Damages

The Company will furnish electricity to operate the Equipment for dusk to dawn service or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous operation during the term. The Company shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company including, but not limited to, complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.

Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer. 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 furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties.

11. Outage Notification

The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.

12. Tree Trimming

Failure of the Customer to maintain adequate clearance (e.g. trees and vegetation) around the Equipment may cause illumination obstruction and/or a delay in requested repairs or required maintenance.

Continued to Sheet No. 7.235**ISSUED BY: A. D. Collins, President****DATE EFFECTIVE:**

**ORIGINAL SHEET NO. 7.235**Continued from Sheet No. 7.230**13. Termination, Removal**

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.

The customer messes with our equipment

In the event that the Customer fails to pay the Company for any of the services provided herein, or violates the terms of this agreement; the company may, at its option and on five (5) days written notice to Customer, terminate this agreement. Reference the Tariff for details. If such termination occurs prior to the expiration of the Primary 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 Primary Term.

14. Easements

The Property Owner covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner 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 and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The Non-exclusive 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 14 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.

Continued to Sheet No. 7.240

**ORIGINAL SHEET NO. 7.240**Continued from Sheet No. 7.235**15. Physical Alterations and Attachments**

In no event shall the Customer, or any other Grantor, alter, place upon or attach, or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, 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 altered, placed, installed, or existing in violation of this paragraph at the cost to the Customer.

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

16. 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.

17. 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.

18. 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 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.

19. 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.

Continued to Sheet No. 7.245

**ORIGINAL SHEET NO. 7.245**Continued from Sheet No. 7.240

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

20. 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 warrants the signatory(ies) hereto are authorized to sign on behalf of and has full power and authority to bind Customer, its heirs, legal representatives, successors, and assigns of the parties hereto. This Agreement may not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company, in its sole discretion, or by transfer of title to the property.

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

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

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

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

Witness to PO signature:

Contract No. _____

ISSUED BY: A. D. Collins, President**DATE EFFECTIVE:**