

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of Tampa Electric)	DOCKET NO. 911064-EI
Company for Approval of Tariff)	ORDER NO. 25590
Modifications.)	ISSUED: 1/9/92
_____)	

The following Commissioners participated in the disposition of this matter:

THOMAS M. BEARD, Chairman
 SUSAN F. CLARK
 J. TERRY DEASON
 BETTY EASLEY

ORDER APPROVING TARIFF MODIFICATIONS

BY THE COMMISSION:

By petition filed on October 18, 1991, Tampa Electric Company (TECO) has requested that the Commission approve certain modifications to the general information portion of its tariff. TECO has also requested modifications to its tariff agreements for purchase of interruptible service and for the provision of load management service that incorporate by reference the other tariff changes. The proposed tariff modifications in legislative format are included here as Attachment A.

Specifically, the modifications include Section 2.2.1.1 to Tariff sheet number 5.070, entitled "Access to Premises", Section 2.2.2 entitled "Continuity of Service", a rewording of Section 2.2.3, entitled "Force Majeure", Section 2.2.4, entitled "Indemnity to Company", and Section 2.2.5, entitled "Limitation on Consequential Damages". The modifications to TECO's tariff agreements for interruptible and load management service incorporate by reference the substantive modifications to Tariff sheet 5.070.

We approve the modifications that TECO has proposed to its tariffs. The limitation of liability provisions and indemnification provisions are consistent with the provisions of other electric utilities' approved tariffs. The legitimacy of such provisions has been recognized and approved many times by the Courts. See 73B C.J.S.2d, Public Utilities, at page 138:

Except in so far as such matters may have been regulated by public authority, a public utility has the right to prescribe and adopt rules and regulations for the conduct of its business and the protection of itself against fraud, injury, or undue risk and liability. . . provided such regulations are reasonable, just, nondiscriminatory, and not in contravention of law.

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00328 JAN-9 1992

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See also Landrum v. Florida Power and Light Company, 505 So.2d 552, 554 (Fla. 3d DCA 1987), and cases cited therein, where the Court said ". . . a tariff validly approved by the Public Service Commission, including a limitation of liability for ordinary negligence. . . is valid."

We believe that TECO's proposed tariff revisions represent a reasonable effort to protect against undue risk and liability that may arise in the conduct of its business. We are also mindful of the presumption of validity created by our approval of the limitations of liability included in these tariff modifications. Therefore we wish to make it clear that the modifications are approved with the understanding that the limitations of liability, in whatever legal framework they may occur, apply to acts of "simple", or "ordinary" neglect of duty, and do not apply to acts of "gross" negligence or dereliction of duty, as those terms are understood and defined in decisional law.

It is therefore

ORDERED by the Florida Public Service Commission that Tampa Electric Company's proposed modifications to its tariffs are approved. It is further

ORDERED that the effective date of the tariff revisions shall be thirty days after Commission approval.

ORDERED that this docket may be closed if no protest or notice of appeal is timely filed.

By ORDER of the Florida Public Service Commission, this 9th day of JANUARY, 1992.



STEVE TRIBBLE, Director
Division of Records and Reporting

(S E A L)

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the action proposed files a petition for a formal proceeding, as provided by Rule 25-22.036(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a)(d) and (e), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting at his office at 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on 1/30/92.

In the absence of such a petition, this Order shall become final on the day subsequent to the above date.

Any objection or protest filed in this docket before the issuance date of this Order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this Order becomes final on the date described above, any party adversely affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or sewer utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the date this Order becomes final, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

ATTACHMENT A
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TAMPA ELECTRIC COMPANY

SECOND REVISED SHEET NO. 5.060
 CANCELS FIRST REVISED SHEET NO. 5.060

I. INTRODUCTION

This section contains the rules, practices, classifications, exceptions and conditions observed by the Company in supplying service to its customers.

These requirements supplement those of the National Fire Protection Association, National Safety Codes, and those of state, county and municipal authorities.

The material included in this section is published separately as the "Standard Electric Service Requirements" and is available upon request from Distribution Engineering.

Situations not specifically covered herein, or questions regarding the application of these requirements may be resolved by contacting the Company as early as possible.

Except for installation and maintenance of its own property, Tampa Electric Company does not install or repair customer owned wiring on customer's premises. Therefore, the Company cannot assume any responsibility for, or liability arising because of, the condition of wires or apparatus not owned by the Company.

Cooperation in these matters will be greatly appreciated and will help the Company to render prompt, satisfactory service when it is needed.

II. GENERAL INFORMATION

2.1 DEFINITIONS

See section 4, technical terms and abbreviations.

2.2 GENERAL RULES REGARDING SUPPLY AND USE OF ELECTRICAL ENERGY

Notwithstanding any contrary provisions contained in any other agreement between the Customer and Tampa Electric Company, the following sections 2.2.1 through 2.2.5 shall apply.

2.2.1 CUSTOMERS RESPONSIBILITIES

All property of the Company installed in or upon the customer's premises used and useful in supplying service is placed there under the customer's protection. All reasonable care shall be exercised to prevent loss or damage to such property, ordinary wear and tear excepted.

The customer will be held responsible for breaking the seal, tampering or interfering with the Company's meter or meters or other equipment of the Company installed on the customer's premises. No one, except employees of the Company, will be allowed to make any repairs or adjustments to any meter or other piece of apparatus belonging to the Company.

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TAMPA ELECTRIC COMPANY

FIRST REVISED SHEET NO. 5.070
 CANCELS ORIGINAL REISSUE SHEET NO. 5.070

Resale of electrical energy by the customer is not permitted.

2.2.1.1 ACCESS TO PREMISES

The Company and its representatives shall have access to the premises of the customer at all reasonable times for the purpose of installing, maintaining, and inspecting or removing the Company's property, reading meters, trimming trees, and other purposes incident to the performance or termination of the Company's agreement with the customer. The Company and its representatives shall not be liable to the customer for trespass.

2.2.1.2 CONJUNCTIVE BILLING

Conjunctive billing means totalizing metering, additive billing, plural meter billing, conjunctive metering, and all like or similar billing practices which seek to combine, for billing purposes, the separate consumptions and registered demands of two or more points of delivery serving a single customer.

A single point of delivery of electric service to the user of such service is defined as the single geographical point where a single class of electric service, as defined in a published rate tariff, is delivered from the facilities of the utility to the facilities of the customer. **Conjunctive billing shall not be permitted.** Bills for two or more points of delivery to the same customer shall be calculated separately for each such point of delivery.

A customer operating a single integrated business* under one name in two or more buildings and/or energy consuming locations may request a single point of delivery and such request shall be complied with by the Company providing that -

- (1) such buildings or locations are situated on a single unit of property; or
- (2) such buildings or locations are situated on two or more units of property which are immediately adjoining, adjacent or contiguous; or
- (3) such buildings or locations are situated on two or more units of property which would be immediately adjoining, adjacent or contiguous except for intervening streets, alleys or highways;

and in all cases arising in sub-paragraphs (1), (2), or (3), it shall be the customer's responsibility to provide the electrical facilities necessary for distributing the energy beyond the single delivery point.

* The word "business" as used in this section shall be construed as including residences and educational, religious, governmental, commercial and industrial operations.

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TAMPA ELECTRIC COMPANY

FIRST REVISED SHEET NO. 5.080
CANCELS ORIGINAL REISSUE SHEET NO. 5.080

2.2.2 CONTINUITY OF SERVICE

The Company will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company, its employees, servants or agents, including, but not limited to, damages for complete or partial failure or interruption of service, for initiation of or re-connection of service, for shutdown for repairs or adjustments, for fluctuations in voltage, for delay in providing or in restoring service, or for failure to warn of interruption of service.

Whenever the Company deems that an emergency warrants interruption or limitation in the service supplied, or there is a delay in providing or restoring said service because of an emergency, such interruption, limitation or delay shall not constitute a breach of contract and shall not render the Company liable for damages suffered thereby or excuse the Customer from fulfillment of its obligations.

2.2.3 FORCE MAJEURE

The Company shall not be liable to the Customer, or to others for whose benefit this contract may be made, for any injury to persons, including the Customer, or for any damage to property, including property of the Customer, when such injury or damage is caused directly or indirectly by:

- (1) a hurricane, storm, heat wave, lightning, freeze, severe weather event, or other act of God;
- (2) fire, explosion, war, riot, labor strike, or lockout, embargo, interference by federal, state or municipal governments, injunction or other legal process;
- (3) breakage or failure of any property, facility, machinery, equipment or lines of the Company, the Customer, or others.

2.2.4 INDEMNITY TO COMPANY

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

2.2.5 LIMITATION ON CONSEQUENTIAL DAMAGES

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

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TAMPA ELECTRIC COMPANY

FOURTH REVISED SHEET NO. 7.100
CANCELS THIRD REVISED SHEET NO. 7.100

TARIFF AGREEMENT FOR THE PURCHASE OF INTERRUPTIBLE SERVICE

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

W I T N E S S E T H:

WHEREAS, interruptible service is supplied under rate schedule IS-3 or
IST-3 for billing demands over 999 KW and IS-3 or IST-3 customers must take
service at primary voltage as defined in this contract or higher voltage.

WHEREAS, the electric energy supplied under Schedule IS-3 or IST-3 is
subject to immediate interruption or curtailment whenever any portion of such
energy is needed by the Company for requirements of regular lighting and power
customers of the Company on non-interruptible schedules.

WHEREAS, primary voltage is defined as:

"The voltage level in a local geographic area which is
available after the Company has provided one
transformation from the transmission system. For
service taken at primary voltage, all additional
transformation shall be customer-owned."

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

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TAMPA ELECTRIC COMPANY

THIRD REVISED SHEET NO. 7.101
CANCELS SECOND REVISED SHEET NO. 7.101

1. The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of rate schedule IS-3 or IST-3, as currently approved by the Florida Public Service Commission (hereinafter the Commission) or as said rate schedule may be modified in the future and approved by the Commission. The Customer further agrees to abide by all applicable requirements of said rate schedule. A copy of the Company's presently approved rate schedules IS-3 and IST-3 are attached hereto as Exhibit "A" and made a part hereof.

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

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

4. Once a new Customer qualifies for the interruptible rate, and has executed this agreement, necessary engineering will be performed, the interrupting equipment will be ordered, and an installation date will be scheduled. The period of time for commencing the rate shall not exceed six months from the date this Agreement is executed.

Term of Agreement

5. The initial term of this Agreement shall be the same five (5) years minimum notice the Customer is required to give the Company in advance of

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TAMPA ELECTRIC COMPANY

THIRD REVISED SHEET NO. 7.102
CANCELS SECOND REVISED SHEET NO. 7.102

ceasing to take service under the rate schedule attached as Exhibit "A", said minimum notice requirement being specified in Exhibit "A". The term of this Agreement shall automatically extend beyond such initial term until such time as the Company has had the minimum number of years notice of the Customer's desire no longer to receive interruptible service as is provided for in Exhibit "A". The Customer acknowledges the Company's need for generation planning lead time and that the Company has depended upon the Customer to provide written notice in advance of the termination of the Customer's obligation to remain an interruptible customer of the Company.

Maximum Duration and Frequency of Interruption Limits

6. There shall be no limit to durations or frequency of interruptions as a result of capacity shortages.

Third Party Power Purchases

7. The Customer authorizes the Company to purchase third party power on its behalf when such power is available from neighboring utilities during generation deficiency periods. This procedure may minimize service interruptions. Purchases will be in accordance with the "optional provision section" of the interruptible rate (Exhibit "A").

8. Third party purchased power will be itemized separately and billed at an increased rate. The actual rate will be determined as described in Exhibit "A" and will not be known at the time of the purchase.

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CANCELS SECOND REVISED SHEET NO. 7.103

Other Provisions

9. The Customer agrees to provide space for the Company's teletype or other equipment. The location shall be easily accessible for monitoring messages sent by the Company and must be free of contamination harmful to office equipment. Even though the Company is under no obligation, when possible, the Company will use its equipment to advise the customer of "Third Party Purchases" and generating deficiencies. In the absence of teletype equipment, the Customer agrees to furnish the Company a telephone number and name/names of authorized persons to receive calls notifying the Customer of interruptions and third party purchases.

10. Except as provided for in paragraph 11 hererof, this Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and the Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.

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

12. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this agreement is assigned, the Customer will notify the Company prior to the effective date of the assignment.

13. To the extent any provision is added to, modified within or deleted from the rate schedule attached hereto as Exhibit "A" and the same is approved

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by the Commission, said addition, modification or deletion shall thereafter apply and govern the dealings between the Company and the Customer as if the same were contained in the present rate schedule identified as Exhibit "A" and attached hereto.

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

Witnesses:

(Interruptible Customer)

by: _____

Its _____

Attest: _____

Witnesses:

TAMPA ELECTRIC COMPANY

by: _____

Its _____

Attest: _____

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TAMPA ELECTRIC COMPANY

FIRST REVISED SHEET NO. 7.510
CANCELS ORIGINAL SHEET NO. 7.510

TARIFF AGREEMENT FOR THE PROVISION OF LOAD MANAGEMENT SERVICE

This Agreement is made and entered this ____ day of _____,
19____, by and between _____
_____(hereinafter called the "Customer") and TAMPA
ELECTRIC COMPANY (hereinafter called the "Company"), a corporation organized
and existing under the laws of the State of Florida.

W I T N E S S E T H

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

1. The Company agrees to furnish and the Customer agrees to take
electric service subject to the terms and conditions of a general service rate
schedule (i.e., GS, GSD, or GSLD) and the General Service Load Management Rider
(GSLM-1) as currently approved by the Florida Public Service Commission. A
copy of the Company's presently approved schedule GSLM-1 is attached hereto as
Exhibit "A" and hereby made an integral part of this Agreement.

2. The Customer agrees to the control of its electrical service under
Load Control Option____, the conditions of which are described in Exhibit "A".
The Customer understands and agrees that the selected option will apply for the
full term of this Agreement.

3. The Customer agrees that, promptly after this agreement is executed
but in no event more than three months thereafter, the Company will engineer,

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FIRST REVISED SHEET NO. 7.511
CANCELS ORIGINAL SHEET NO. 7.511

provide, install, and activate equipment as necessary to comply with requirements described in the Commercial/Industrial Load Management Customer Contact Record which is attached hereto as Exhibit "B".

4. Upon completion of the installation of the load control equipment, a test of the system will be conducted at a time and date mutually agreeable to the Company and the Customer, but not more than three (3) months from the execution of the Agreement. The test will consist of a load reduction of not less than one hour and not longer than the Load Control Period specified in the Load Control Option chosen by the Customer. Effective upon the completion of the testing of the load control equipment (the "Test Date"), the Customer will begin receiving monthly incentive credits indicative of the amount of controlled load and the applicable Load Control Option.

5. The Customer shall be obligated to promptly notify the Company, in writing, concerning any planned or anticipated change (either an increase or a decrease) in the Customer's load which would result in a change to the Customer's controlled load type (Example: Air-Conditioning).

6. Prior to the Customer's receiving service under Schedule GSLM-1, the Customer must provide the Company reasonable access to inspect any and all of the Customer's load to be controlled. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation and operation of the equipment. The Customer shall be solely responsible for maintaining Customer-owned equipment in proper working order, and shall provide the Company access at all reasonable times to inspect the Company's equipment to determine its condition.

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FIRST REVISED SHEET NO. 7.512
CANCELS ORIGINAL SHEET NO. 7.512

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

8. The initial term of this Agreement shall be five (5) years. The Customer is required to give the Company 5 years notice in advance of discontinuing service under the GSLM-1 rider attached as Exhibit "A", said minimum notice requirement being specified in Exhibit "A". The term of this Agreement shall automatically extend beyond such initial term until such time as the Company has had the minimum number of years notice of the Customer's desire no longer to participate in the load management program as is provided for in Exhibit "A". The Customer acknowledges the Company's need for generation planning lead time and that the Company has depended upon the Customer to provide written notice in advance of the termination of the Customer's obligation to remain a load management program participant.

9. The Company may terminate this Agreement at any time for the Customer's failure to comply with the terms and conditions of Schedule GSLM-1 or this Agreement. Such termination will only affect the application of the GSLM-1 rider. Prior to any such termination, the Company shall notify the Customer at least thirty (30) days in advance and describe the Customer's failure to comply. The Company may then terminate this Agreement at the end of

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the 30-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 30-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing credits specified in Schedule GSLM-1.

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

11. The Customer shall release, indemnify, protect, defend and hold the Company free and unharmed from and against any and all claims, liabilities and expenses whatsoever resulting from service provided hereunder, whether or not such claims, liabilities and expenses are due to, or caused by, the Company's negligence, provided that such negligence is not wilfull or gross.

12. Except as provided for in paragraph 13 hereof, this Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.

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

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TAMPA ELECTRIC COMPANY

ORIGINAL SHEET NO. 7.514

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

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

Witnesses:

Witnesses:

By: _____

Title: _____

TAMPA ELECTRIC COMPANY

By: _____

Title: _____

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~~FIRST~~ SECOND REVISED SHEET NO. 5.060
CANCELS ~~ORIGINAL/ISSUE~~ FIRST REVISED SHEET NO. 5.060

I. INTRODUCTION

This section contains the rules, practices, classifications, exceptions and conditions observed by the Company in supplying service to its customers.

These requirements supplement those of the National Fire Protection Association, National Safety Codes, and those of state, county and municipal authorities.

The material included in this section is published separately as the "Standard Electric Service Requirements" and is available upon request from Distribution Engineering.

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Cooperation in these matters will be greatly appreciated and will help the Company to render prompt, satisfactory service when it is needed.

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See section 4, technical terms and abbreviations.

2.2 GENERAL RULES REGARDING SUPPLY AND USE OF ELECTRICAL ENERGY

Notwithstanding any contrary provisions contained in any other agreement between the Customer and Tampa Electric Company, the following sections 2.2.1 through 2.2.5 shall apply.

2.2.1 CUSTOMERS RESPONSIBILITIES

The Company shall have the right to enter the premises of the customer at all reasonable hours for the purpose of making such inspection of the customer's installation as may be necessary for the proper application of the Company's rules, schedules and rules and regulations for installation, removal, testing or repairing of apparatus or property for reading meters and for the entire removal of the property in the event of a safety hazard.

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FIRST REVISED SHEET NO. 5.070
CANCELS ORIGINAL REISSUE SHEET NO. 5.070

All property of the Company installed in or upon the customer's premises used and useful in supplying service is placed there under the customer's protection. All reasonable care shall be exercised to prevent loss or damage to such property, ordinary wear and tear excepted.

The customer will be held responsible for breaking the seal, tampering or interfering with the Company's meter or meters or other equipment of the Company installed on the customer's premises. No one, except employees of the Company, will be allowed to make any repairs or adjustments to any meter or other piece of apparatus belonging to the Company.

Resale of electrical energy by the customer is not permitted.

2.2.1.1 ACCESS TO PREMISES

The Company and ^{reasonable} its representatives shall have access to the premises of the customer at all times for the purpose of installing, maintaining, and inspecting or removing the Company's property, reading meters, trimming trees, and other purposes incident to the performance or termination of the Company's agreement with the customer. The Company and its representatives shall not be liable to the customer for trespass.

2.2.1.2 CONJUNCTIVE BILLING

Conjunctive billing means totalizing metering, additive billing, plural meter billing, conjunctive metering, and all like or similar billing practices which seek to combine, for billing purposes, the separate consumptions and registered demands of two or more points of delivery serving a single customer.

A single point of delivery of electric service to the user of such service is defined as the single geographical point where a single class of electric service, as defined in a published rate tariff, is delivered from the facilities of the utility to the facilities of the customer. Conjunctive billing shall not be permitted. Bills for two or more points of delivery to the same customer shall be calculated separately for each such point of delivery.

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- (1) such buildings or locations are situated on a single unit of property; or
- (2) such buildings or locations are situated on two or more units of property which are immediately adjoining, adjacent or contiguous; or
- (3) such buildings or locations are situated on two or more units of property which would be immediately adjoining, adjacent or contiguous except for intervening streets, alleys or highways;

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ⲗⲏⲉ/Ⲙⲟⲡⲁⲛⲓ/ⲗⲏⲁⲓⲓ/ⲛⲟⲗ/ⲛⲉ/ⲓⲗⲁⲛⲉ/ⲗⲟ/ⲗⲏⲉ/ⲗⲟⲗⲟⲛⲁⲉ/ⲟⲩ/ⲗⲟ/ⲟⲗⲏⲉ/ⲓⲟⲩ/ⲛⲏⲟⲗⲉ/ⲛⲉⲁⲉⲓⲗ
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ⲟⲩ/ⲓⲟⲩ/ⲁⲛⲓ/ⲗⲁⲛⲁⲛⲉ/ⲗⲟ/ⲡⲣⲟⲡⲉⲣⲗⲓ/ⲓⲏⲗⲓⲟⲗⲓⲏⲛ/ⲗⲏⲁⲗ/ⲟⲩ/ⲗⲏⲉ/ⲗⲟⲗⲟⲛⲁⲉ/ⲛⲏⲉⲏ/ⲗⲟⲗ/ⲓⲏⲓⲟⲩ
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The Company shall not be liable to the Customer, or to others for whose benefit this contract may be made, for any injury to persons, including the Customer, or for any damage to property, including property of the Customer, when such injury or damage is a caused directly or indirectly by:

- (1) a hurricane, storm, heat wave, lightning, freeze, severe weather event, or other act of God;
- (2) fire, explosion, war, riot, labor strike, or lockout, embargo, interference by federal, state or municipal governments, injunction or other legal process;
- (3) breakage or failure of any property, facility, machinery, equipment or lines of the Company, the Customer, or others.

2.2.4 INDEMNITY TO COMPANY

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

2.2.5 LIMITATION ON CONSEQUENTIAL DAMAGES

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

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CANCELS ~~THIRD~~ ^{FOURTH} ~~REVISED~~ ^{REVISED} SHEET NO. 7.100
~~REVISED~~ SHEET NO. 7.100

TARIFF AGREEMENT FOR THE PURCHASE OF INTERRUPTIBLE SERVICE

This agreement is made and entered into this ____ day of _____,
19 ____, by and between _____

_____ (hereinafter called the Customer) and Tampa Electric Company, a corporation organized in and existing under the laws of the State of Florida, (hereinafter called the Company).

W I T N E S S E T H:

WHEREAS, interruptible service is supplied under rate schedule IS-3 or IST-3 for billing demands over 999 KW and IS-3 or IST-3 customers must take service at primary voltage as defined in this contract or higher voltage.

WHEREAS, the electric energy supplied under Schedule IS-3 or IST-3 is subject to immediate interruption or curtailment whenever any portion of such energy is needed by the Company for requirements of regular lighting and power customers of the Company on non-interruptible schedules.

WHEREAS, primary voltage is defined as:

"The voltage level in a local geographic area which is available after the Company has provided one transformation from the transmission system. For service taken at primary voltage, all additional transformation shall be customer-owned."

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

1. The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of rate schedule IS-3 or IST-3, as currently approved by the Florida Public Service Commission (hereinafter the Commission) or as said rate schedule may be modified in the future and approved by the Commission. The Customer further agrees to abide by all applicable requirements of said rate schedule. A copy of the Company's presently approved rate schedules IS-3 and IST-3 are attached hereto as Exhibit "A" and made a part hereof.

2. The Company will notify the Interruptible Customer as soon as possible via teletype or other device before an interruption or curtailment occurs. However, there

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may be conditions when the Company will not be able to provide the customer with advance notice and immediate interruption or curtailment may occur.

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

4. Once a new Customer qualifies for the interruptible rate, and has executed this agreement, necessary engineering will be performed, the interrupting equipment will be ordered, and an installation date will be scheduled. The period of time for commencing the rate shall not exceed six months from the date this Agreement is executed.

Term of Agreement

- 5. The initial term of this Agreement shall be the same five (5) years minimum notice the Customer is required to give the Company in advance of ceasing to take service under the rate schedule attached as Exhibit "A", said minimum notice requirement being specified in Exhibit "A". The term of this Agreement shall automatically extend beyond such initial term until such time as the Company has had the minimum number of years notice of the Customer's desire no longer to receive interruptible service as is provided for in Exhibit "A". The Customer acknowledges the Company's need for generation planning lead time and that the Company has depended upon the Customer to provide written notice in advance of the termination of the Customer's obligation to remain an interruptible customer of the Company.

Maximum Duration and Frequency of Interruption Limits

6. There shall be no limit to durations or frequency of interruptions as a result of capacity shortages.

Third Party Power Purchases

7. The Customer authorizes the Company to purchase third party power on its behalf when such power is available from neighboring utilities during generation deficiency periods. This procedure may minimize service interruptions. Purchases will be in accordance with the "optional provision section" of the interruptible rate (Exhibit "A").

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SECOND THIRD REVISED SHEET NO. 7.102
 CANCELS FIRST SECOND REVISED SHEET NO. 7.102

8. Third party purchased power will be itemized separately and billed at an increased rate. The actual rate will be determined as described in Exhibit "A" and will not be known at the time of the purchase.

Other Provisions

9. The Customer agrees to provide space for the Company's teletype or other equipment. The location shall be easily accessible for monitoring messages sent by the Company and must be free of contamination harmful to office equipment. Even though the Company is under no obligation, when possible, the Company will use its equipment to advise the customer of "Third Party Purchases" and generating deficiencies. In the absence of teletype equipment, the Customer agrees to furnish the Company a telephone number and name/names of authorized persons to receive calls notifying the Customer of interruptions and third party purchases.

10. Except as provided for in paragraph 11 hereof, this Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and the Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.

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

12. 12. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this agreement is assigned, the Customer will notify the Company prior to the effective date of the assignment.

13. 13. To the extent any provision is added to, modified within or deleted from the rate schedule attached hereto as Exhibit "A" and the same is approved by the Commission, said addition, modification or deletion shall thereafter apply and govern the dealings between the Company and the Customer as if the same were contained in the present rate schedule identified as Exhibit "A" and attached hereto.

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THIRD ~~SECOND~~ REVISED SHEET NO. 7.103
CANCELS SECOND ~~FIRST~~ REVISED SHEET NO. 7.103

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

Witnesses:

(Interruptible Customer)

by: _____

Its _____

Attest: _____

Witnesses:

TAMPA ELECTRIC COMPANY

by: _____

Its _____

Attest: _____

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FIRST REVISED SHEET NO. 7.510
CANCELS ORIGINAL SHEET NO. 7.510

TARIFF AGREEMENT FOR THE PROVISION OF LOAD MANAGEMENT SERVICE

This Agreement is made and entered this _____ day of _____, 19____, by and between _____ (hereinafter called the "Customer") and TAMPA ELECTRIC COMPANY (hereinafter called the "Company"), a corporation organized and existing under the laws of the State of Florida.

WITNESSETH

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

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of a general service rate schedule (i.e., GS, GSD, or GSLD) and the General Service Load Management Rider (GSLM-1) as currently approved by the Florida Public Service Commission. A copy of the Company's presently approved schedule GSLM-1 is attached hereto as Exhibit "A" and hereby made an integral part of this Agreement.
2. The Customer agrees to the control of its electrical service under Load Control Option____, the conditions of which are described in Exhibit "A". The Customer understands and agrees that the selected option will apply for the full term of this Agreement.
3. The Customer agrees that, promptly after this agreement is executed but in no event more than three months thereafter, the Company will engineer, provide, install, and activate equipment as necessary to comply with requirements described in the Commercial/Industrial Load Management Customer Contact Record which is attached hereto as Exhibit "B".

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4. Upon completion of the installation of the load control equipment, a test of the system will be conducted at a time and date mutually agreeable to the Company and the Customer, but not more than three (3) months from the execution of the Agreement. The test will consist of a load reduction of not less than one hour and not longer than the Load Control Period specified in the Load Control Option chosen by the Customer. Effective upon the completion of the testing of the load control equipment (the "Test Date"), the Customer will begin receiving monthly incentive credits indicative of the amount of controlled load and the applicable Load Control Option.

5. The Customer shall be obligated to promptly notify the Company, in writing, concerning any planned or anticipated change (either an increase or a decrease) in the Customer's load which would result in a change to the Customer's controlled load type (Example: Air-Conditioning).

6. Prior to the Customer's receiving service under Schedule GSLM-1, the Customer must provide the Company reasonable access to inspect any and all of the Customer's load to be controlled. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation and operation of the equipment. The Customer shall be solely responsible for maintaining Customer-owned equipment in proper working order, and shall provide the Company access at all reasonable times to inspect the Company's equipment to determine its condition.

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

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~~CANCELS ORIGINAL SHEET NO. 7.512~~

8. The initial term of this Agreement shall be five (5) years. The Customer is required to give the Company 5 years notice in advance of discontinuing service under the GSLM-1 rider attached as Exhibit "A", said minimum notice requirement being specified in Exhibit "A". The term of this Agreement shall automatically extend beyond such initial term until such time as the Company has had the minimum number of years notice of the Customer's desire no longer to participate in the load management program as is provided for in Exhibit "A". The Customer acknowledges the Company's need for generation planning lead time and that the Company has depended upon the Customer to provide written notice in advance of the termination of the Customer's obligation to remain a load management program participant.

9. The Company may terminate this Agreement at any time for the Customer's failure to comply with the terms and conditions of Schedule GSLM-1 or this Agreement. Such termination will only affect the application of the GSLM-1 rider. Prior to any such termination, the Company shall notify the Customer at least thirty (30) days in advance and describe the Customer's failure to comply. The Company may then terminate this Agreement at the end of the 30-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 30-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing credits specified in Schedule GSLM-1.

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

11. The Customer shall release, indemnify, protect, defend and hold the Company free and unharmed from and against any and all claims, liabilities and expenses whatsoever resulting from service provided hereunder, whether or not such claims, liabilities and expenses are due to, or caused by, the Company's negligence, ~~provided that the Company shall not be liable for such claims, liabilities and expenses if the same result from the Company's gross negligence~~ provided that such negligence is not willful or gross. ~~Notwithstanding the foregoing, the Company shall not be liable for such claims, liabilities and expenses if the same result from the Company's gross negligence~~

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12. Except as provided for in paragraph 13 hereof, this Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.

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

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

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

Witnesses:

By: _____

Title: _____

Witnesses:

TAMPA ELECTRIC COMPANY

By: _____

Title: _____