

# AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

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

June 9, 1998

**BY HAND DELIVERY**

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

Re: Petition of Tampa Electric Company to Modify Standby  
Generator Program; Docket No. 980725-EG

Dear Ms. Bayo:

Enclosed for filing in the above docket are the original and fifteen (15) copies of Petition of Tampa Electric Company to Modify Standby Generator Program.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,

  
James D. Beasley

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- IN \_\_\_\_\_
- PC \_\_\_\_\_
- ROH \_\_\_\_\_
- SEC \_\_\_\_\_
- WFS \_\_\_\_\_
- OTM \_\_\_\_\_

JDB/bjm  
Enclosures

RECEIVED & FILED  
  
FPSC BUREAU OF RECORDS

DOCUMENT NUMBER - DATE  
**06143 JUN-98**  
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric )  
Company to Modify Standby Generator )  
Program. )

DOCKET NO. \_\_\_\_\_  
DATED: June 9, 1998

**TAMPA ELECTRIC COMPANY'S PETITION  
TO MODIFY STANDBY GENERATOR PROGRAM**

Tampa Electric Company ("Tampa Electric" or "the company") files this its Petition for approval of certain modifications to the company's Standby Generator Program, and in support thereof, says:

1. Tampa Electric is an investor-owned electric utility operating under the jurisdiction of this Commission and serving retail customers in Hillsborough and portions of Polk, Pinellas and Pasco Counties. The company's principal offices are located at 702 North Franklin Street, Tampa, Florida 33602.

2. The persons to whom all notices and other documents should be sent in connection with this docket are:

Mr. Lee L. Willis  
Mr. James D. Beasley  
Ausley & McMullen  
Post Office Box 391  
Tallahassee, Florida 32302

Ms. Angela Llewellyn  
Regulatory Specialist  
Tampa Electric Company  
Post Office Box 111  
Tampa, Florida 33601

3. Tampa Electric Company's Standby Generator Program is an integral part of the company's overall DSM Plan approved by the Commission in Docket No. 941173-EG, Order No. PSC-95-1346-S-EG, issued November 1, 1995. As such, it is a vital part of the company's effort to attain DSM goals in the commercial sector.

4. To increase program effectiveness, Tampa Electric Company is petitioning for approval to modify the program in the following

DOCUMENT NUMBER-DATE

06143 JUN-98

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manner:

- a. lower the qualifying threshold for participation from 50 kW to 25 kW;
- b. decrease the customer response time to transfer load to their generator(s) from one hour to 30 minutes;
- c. calculate the customer's incentive based on average transferable load; and
- d. define customer termination guideline for non-compliance with control notification.

5. By lowering the qualifying threshold to 25 kW, the company expects to gain additional customers that have transferable loads in the 25 - 50 kW range but currently are ineligible to participate.

6. Customer response time for load transfer is critical for meeting system load during times of need. The company believes planning is better served by this program through securing the customer's available load in a maximum time span of 30 minutes. From surveying our customers, we have found them to be able to meet this requirement - some even sooner.

7. The customer's incentive is currently calculated on average demand subject to transfer to the standby generator(s). Tampa Electric's proposal is to calculate the incentive based on the average transferable demand of a customer's load transferred to the standby generator(s). For a control month, the transferable demand will be calculated by totaling the kWh produced by the

standby generator(s) during all the control(s) in the month divided by the total control hours (less the 30 minute customer response time to transfer load per control). This demand will then be averaged with the calculated transferable demands from the previous service months (for a maximum of eleven) to determine the average transferable demand. For non-control months, the average transferable demand will be the average of the calculated transferable demands of the previous twelve months.

8. The transition to an average transferable demand methodology for incentive calculations is easily done for existing customers. Their historical incentive performance can be used to initiate the average transferable demand calculation. However, new customers must establish their initial transferable demand. This first demand will be determined by Tampa Electric in the field at the customer's site by transferring the customer's normal load to the standby generator(s).

9. The average transferable demand methodology is a more equitable standard to determine the demand used for incentive calculations. In essence, the company will now pay an incentive based on the actual load received from the customer.

10. The failure of customers to respond to standby generator controls when notified by Tampa Electric greatly hinders the effectiveness of this program. The company proposes to modify the non-compliance language of the program's tariff to state that failure to participate during any three months of a twelve consecutive month period may result in termination from the program

for one year. The one year period would commence in the month subsequent to the third month of participation failure.

11. These proposed modifications require changes to Standby Generator Rider Schedule: GSSG-1 and the Tariff Agreement for the Provision of Standby Generator Transfer Service. Attached to this petition are these documents with applicable modifications in legislative format.

12. Tampa Electric Company does not expect an appreciable change in program cost-effectiveness from these modifications. However, program reliability and administrative efficiency will increase.

WHEREFORE, Tampa Electric urges the Commission to approve the above-described modifications to the company's Standby Generator Program.

DATED this 9th day of June, 1998.

Respectfully submitted,



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

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

**STANDBY GENERATOR RIDER****SCHEDULE: GSSG-1**

**AVAILABLE:** At the option of the customer, available to commercial and industrial customers on rate schedule GSD, GSDT, GSLD, GSLDT, and SBF, who sign a Tariff Agreement for the Provision of Standby Generator Transfer Service.

**CHARACTER OF SERVICE:** Upon notification by Tampa Electric Company, electric service to all or a portion of the customer's firm load will be transferred by the customer to a standby generator(s) for service.

**MONTHLY CREDITS:** Credits will be applied each billing period to the regular bill submitted under the GSD, GSDT, GSLD, GSLDT, or SBF rate schedule, for credits generated in the previous billing period.

**Credit:**

1. **\$3.00/KW/Month** payment for Average Transferable Demand of a customer's load to a standby generator(s).

**INITIAL TRANSFERABLE DEMAND:** To begin participation under this tariff, Initial Transferable Demand will be determined by Tampa Electric in the field at the customer's site by transferring the customer's normal load to the standby generator(s).

**AVERAGE TRANSFERABLE DEMAND:** For a control month, Transferable Demand is calculated by totaling the KWH produced by the standby generator(s) during all the control(s) in the month divided by the total control hours in the month (less the 30 minute customer response time to transfer load per control). This demand is then averaged with the calculated Transferable Demands from the previous service months (for a maximum of eleven) to determine the Average Transferable Demand. For non-control months, the Average Transferable Demand is the average of the calculated Transferable Demands of the previous twelve months.

**NOTIFICATION SCHEDULE:** All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight savings time and vice versa.)

Normally the Company will notify customers to transfer load to standby generator(s) during the prime hours. These periods are:

Continued to Sheet No. 3.201

Continued from Sheet No. 3.200

Prime Hours: (Monday - Friday)	<u>April 1 - October 31</u> 2:00 P.M. - 10:00 P.M.	<u>November 1 - March 31</u> 6:00 A.M. - 11:00 A.M. and 6:00 P.M. - 10:00 P.M.
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Non-Prime Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be non-prime hours.

The following is a description of the notification schedule:

1. Customer will be notified to divert firm load to the standby generator(s) for an interval of: up to eight (8) continuous hours in the summer; five (5) continuous hours in the AM and/or four (4) continuous hours in the PM in the winter.
2. In the event of a state-wide energy shortage, these control hours may be extended by the Company to non-prime hours, including weekends and holidays.

**MINIMUM QUALIFICATION:** The customer's load that will be transferred to the standby generator(s) must be a minimum of 25 kilowatts with a minimum of 50 percent load factor during the Company's designated peak periods (as defined by the Time of Day Rate Schedules).

**TERM OF SERVICE:** Any customer receiving service under this rider will be required to give the Company a written notice at least 30 days prior to discontinuing Standby Generator Service. Such notice shall be irrevocable unless the Company and customer should mutually agree to void the notice.

**SPECIAL PROVISIONS:**

1. Customers shall grant the Company or its agents reasonable access for installing, maintaining, inspecting, reading meters and/or removing Company-owned equipment.
2. The Company will not be responsible for the repair, maintenance, or replacement of the customer's electrical equipment. Before approving a customer's standby generator(s) for the program participation, the Company shall make a determination as to the condition of the equipment.

Continued to Sheet No. 3.202

Continued from Sheet No. 3.201

3. The Company shall not be required to install its equipment if the installation cannot be economically justified. Excessive installation costs, low (below 50%) load factor of transferable load, or inadequate availability factor of standby generator(s) may preclude customers from qualifying for rider.
4. If the Company determines that the customer no longer complies with the minimum program requirements, the Company has the right to remove its equipment and discontinue the credits.
5. If the Company finds tampering with its equipment, the credit may be discontinued and all previous credits may be billed to the customer unless a date of tampering can be established.
6. The Company may refuse or discontinue service if the installation or the operation does not comply with applicable federal, state or local codes and rules; or insurance or bonding carrier requirements.
7. The Company will not call for the transfer of customer load to the standby generator(s) included in this program during "non-prime hours" (as defined in the Notification Schedule) except during statewide power emergencies.
8. The Company shall require a participating customer to execute an agreement which details responsibilities of the customer and Company and other necessary clauses.
9. If the customer fails to participate in the standby generator controls for any three months of a twelve consecutive month period, a one year termination may occur. The one year period would commence in the month subsequent to the third month of failure to transfer load.



## STANDBY GENERATOR RIDER

SCHEDULE: GSSG-1

AVAILABLE: At the option of the customer, available to commercial and industrial customers on rate schedule GSD, GSDT, GSLD, GSLDT, and SBF, who sign a Tariff Agreement for the Provision of Standby Generator Transfer Service.

CHARACTER OF SERVICE: Upon notification by Tampa Electric Company, electric service to all or a portion of the customer's firm load will be transferred by the customer to a standby generator(s) for service.

MONTHLY CREDITS: Credits will be applied each billing period to the regular bill submitted under the GSD, GSDT, GSLD, GSLDT, or SBF rate schedule, for credits generated in the previous billing period.

Credit:

1. \$3.00/KW/Month payment for Average Transferable Measurable Demand of a customer's load subject to transfer to a standby generator(s).

INITIAL TRANSFERABLE DEMAND: To begin participation under this tariff, Initial Transferable Demand will be determined by Tampa Electric in the field at the customer's site by transferring the customer's normal load to the standby generator(s).

AVERAGE TRANSFERABLE DEMAND: For a control month, Transferable Demand is calculated by totaling the KWH produced by the standby generator(s) during all the control(s) in the month divided by the total control hours in the month (less the 30 minute customer response time to transfer load per control). This demand is then averaged with the calculated Transferable Demands from the previous service months (for maximum of eleven) to determine the Average Transferable Demand. For non-control months, the Average Transferable Demand is the average of the calculated Transferable Demands of the previous twelve months. Defined as the metered billing period's peak period kilowatt-hours consumed by the transferred load divided by the total peak period hours for that billing period (as defined in the Time of Day Rate Schedules):

NOTIFICATION SCHEDULE: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight savings time and vice versa.)

Normally the Company will notify customers to transfer load to standby generator(s) during the prime hours. These periods are:

Continued to Sheet No. 3.201

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2. In the event of a state-wide energy shortage, these control hours may be extended by the Company to non-prime hours, including weekends and holidays.

**MINIMUM QUALIFICATION:** The customer's load that will be transferred to the standby generator(s) must be a minimum of ~~25~~ 50 kilowatts with a minimum of 50 percent load factor during the Company's designated peak periods (as defined by the Time of Day Rate Schedules).

**TERM OF SERVICE:** Any customer receiving service under this rider will be required to give the Company a written notice at least 30 days prior to discontinuing Standby Generator Service. Such notice shall be irrevocable unless the Company and customer should mutually agree to void the notice.

**SPECIAL PROVISIONS:**

1. Customers shall grant the Company or its agents reasonable access for installing, maintaining, inspecting, reading meters and/or removing Company-owned equipment.
2. The Company will not be responsible for the repair, maintenance, or replacement of the customer's electrical equipment. Before approving a customer's standby generator(s) for the program participation, the Company shall make a determination as to the condition of the equipment.

Continued to Sheet No. 3.202

ISSUED BY: J. B. Ramil K. G. Surgenor,  
President

DATE EFFECTIVE: January 1, 1991

Continued from Sheet No. 3.201

3. The Company shall not be required to install its equipment if the installation cannot be economically justified. Excessive installation costs, low (below 50%) load factor of transferable load, or inadequate availability factor of standby generator(s) may preclude customers from qualifying for rider.
4. If the Company determines that the customer no longer complies with the minimum program requirements, the Company has the right to remove its equipment and discontinue the credits.
5. If the Company finds tampering with its equipment, the credit ~~may~~ will be discontinued and all previous credits may be billed to the customer unless a date of tampering can be established.
6. The Company may refuse or discontinue service if the installation or the operation does not comply with applicable federal, state or local codes and rules; or insurance or bonding carrier requirements.
7. The Company will not call for the transfer of customer load to the standby generator(s) included in this program during "non-prime hours" (as defined in the Notification Schedule) except during statewide power emergencies.
8. The Company shall require a participating customer to execute an agreement which details responsibilities of the customer and Company and other necessary clauses.
9. ~~If the customer fails to participate in the standby generator controls for any three months of a twelve consecutive month period, a one year termination may occur. The one year period would commence in the month subsequent to the third month of failure to transfer load. If the Customer fails to initiate the standby generator(s) when notified, the customer will forfeit the next month's total credit. The second time the customer fails to initiate the standby generator(s) when notified, the customer will forfeit the next two month's total credits. As a result of a third non-compliance, the customer will be terminated from the program.~~

**TARIFF AGREEMENT FOR THE PROVISION OF  
STANDBY GENERATOR TRANSFER SERVICE**

This Agreement is made and entered into 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. GSD, GSDT, GSLD, GSLDT, or SBF) and the Standby Generator Rider (GSSG-1). Company's presently approved Schedule GSSG-1 is attached hereto as Exhibit "A".
2. 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 described in the Standby Generator Contact Record which is attached hereto as Exhibit "B".
3. 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, load factor or generation capacity which might result in a change in the Customer's load transfer capability.
4. Prior to the Customer's receiving service under Schedule GSSG-1, the Customer must provide the Company reasonable access to inspect any and all of the Customer's load to be transferred. The Customer shall be responsible for meeting any applicable 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.

Continued to Sheet No. 7.551

Continued From Sheet No. 7.550

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

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

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

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

9. 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 based upon behavior which constitutes a willful and wanton disregard for the rights of others.

Continued to Sheet No. 7.552

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 7.551

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

11. This Agreement 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: \_\_\_\_\_

**TARIFF AGREEMENT FOR THE PROVISION OF  
STANDBY GENERATOR TRANSFER SERVICE**

This Agreement is made and entered into 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. GSD, GSDT, GSLD, GSLDT, or SBF) and the Standby Generator Rider (GSSG-1). Company's presently approved Schedule GSSG-1 is attached hereto as Exhibit "A".
2. 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 described in the Standby Generator Contact Record which is attached hereto as Exhibit "B".
3. 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, load factor or generation capacity which might result in a change in the Customer's load transfer capability.
4. Prior to the Customer's receiving service under Schedule GSSG-1, the Customer must provide the Company reasonable access to inspect any and all of the Customer's load to be transferred. The Customer shall be responsible for meeting any applicable 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.

**Continued to Sheet No. 7.551**

~~Continued From Sheet No. 7.550~~

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

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

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

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

9. 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 based upon behavior which constitutes a willful and wanton disregard for the rights of others.

~~Continued to Sheet No. 7.552~~

ISSUED BY: ~~J. B. Rami~~ G. F. Anderson,  
President

DATE EFFECTIVE: January 1, 1991



Continued from Sheet No. 7.551

~~10. Customer non-compliance with the program requirements will constitute forfeiture of the next month's total credits for the first instance; the next two (2) month's total credits for the second non-compliance. The Company will remove all of its equipment and the Customer will be terminated from the program as a result of the third non-compliance.~~

~~1011. 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.~~

~~1112. 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:

\_\_\_\_\_