AUSLEY & MCMULLEN EVED-FPSC

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

PECORDS AND REPORTING

May 18, 1999

HAND DELIVERED

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

990644-EI

Re:

Petition of Tampa Electric Company to Modify Interruption Schedule of Load

Management Programs

Dear Ms. Bayo:

Enclosed for filing in the above docket are the original and fifteen (15) copies of Tampa Electric Company's Petition to Modify Interruption Schedule of Load Management Programs.

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

Thank you for your assistance in connection with this matter.

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

Sincerely,

James D. Beasle

JDB/pp Enclosures

AFA
APP
CAF
CMU
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DOCUMENT HUMBER-DATE

06270 MAY 18 \$

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric Company)	
to Modify Interruption Schedule of Load)	DOCKET NO
Management Programs.)	FILED: May 18, 1999
-)	

TAMPA ELECTRIC COMPANY'S PETITION TO MODIFY INTERRUPTION SCHEDULE OF LOAD MANAGEMENT PROGRAMS

Tampa Electric Company ("Tampa Electric" or "the company"), pursuant to Section 366.82, Florida Statutes, petitions the Florida Public Service Commission (the "Commission") for approval of certain modifications to the company's load management programs and, as grounds therefor, says:

1. The name, address, telephone number and facsimile number of the petitioner are:

Tampa Electric Company Post Office Box 111 Tampa, FL 33602 (813) 228-4111 (813) 228-1770 (fax)

2. The name, address, telephone number and facsimile number of the attorney and qualified representative of the Petitioner are:

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

Angela Llewellyn Administrator, Regulatory Coordination Tampa Electric Company Post Office Box 111 Tampa, FL 33601 (813) 228-1752 (813) 229-1770 (fax)

3. Tampa Electric Company is a Commission regulated electric utility company providing retail electric service to customers in Hillsborough and portions of Polk, Pinellas and Pasco Counties in Florida.

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06270 MAY 18 %

FPSC-RECORDS/REPORTING

- 4. In Order No. PSC-95-0691-FOF-EG issued in Docket No. 941173-EG, the Commission approved Tampa Electric Company's dispatchable load management programs as integral parts of the company's overall Demand Side Management (DSM) Plan. These programs are Residential Load Management (Prime Time) and Commercial/Industrial Load Management. Each program is designed to reduce weather sensitive peak demand at the customer's home or facility by temporarily interrupting service to equipment such as air-conditioning, electric heating, water heating, pool pumps, and refrigeration during defined periods on a Monday through Friday basis.
- 5. Tampa Electric Company is seeking expedited approval of this request to extend the potential interruption schedule for its load management programs to include Saturdays and Sundays.
- 6. In recent years, Tampa Electric Company has experienced system growth at a rate higher than projected. In addition to this increased load, scheduled and unscheduled maintenance on generating units along with the occasional extreme weather patterns provide an opportunity for load management to be the most economical resource to meet occasional peak needs which can occur on weekends.
- 7. This requested option to exercise control of customer equipment during weekends is consistent with the Commission's rulings on residential and commercial load management programs of other utilities in the state. Allowing Tampa Electric to have the option of weekend controls creates a more equitable alignment of load management operations among the state utilities.
- 8. Tampa Electric Company does not anticipate any change in program costeffectiveness from this requested modification.

9. Attached hereto as Exhibit "A" are the revised tariff pages for each load management program containing the appropriate changes requested by this petition.

10. Attached hereto as Exhibit "B" are the tariff pages marked in legislative format to show the specific changes that the company is proposing for each load management program.

11. Tampa Electric Company hereby requests an effective date of July 1, 1999 for the revised tariff pages.

12. Tampa Electric's substantial interests will be affected through the granting of this Petition resulting in a modification to the load management interruption schedules.

13. Tampa Electric is not aware of any disputed issues of material fact relative to neither this Petition nor the relief requested herein.

WHEREFORE, Tampa Electric Company urges the Commission to expeditiously approve the company's proposed modifications to the interruption schedules for its load management programs, with such modifications to become effective July 1, 1999.

DATED this/675 day of May, 1999.

Respectfully submitted,

LEE'L. WILLIS

JAMES D. BEASLEY

Ausley & McMullen

Post Office Box 391

Tallahassee, FL 32302

(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

h:\data\jdb\tec\load management interruption petition.doc

Exhibit A

FOURTH REVISED SHEET NO. 3.110 CANCELS THIRD REVISED SHEET NO. 3.110

LOAD MANAGEMENT (Optional)

SCHEDULE: RSL-3

<u>AVAILABLE:</u> At the option of the customer, available to any customer served under Rate Schedule RS.

<u>APPLICABLE</u>: The applicability of the rate schedule is restricted to those customers with any of the following installed electric equipment.

- 1. Water Heater
- 2. Central Air Conditioning
- 3. Central Heating
- 4. Central Heat Pump
- 5. Swimming Pool Pump

<u>CHARACTER OF SERVICE</u>: The same as specified in Schedule RS. The levelized payment plan described on Sheet No. 3.020 will also be available for this rate schedule, however the credits specified in this schedule will be applied to the months so designated and will not be levelized for the year.

<u>LIMITATION OF SERVICE</u>: The same as specified in Schedule RS. The specified electrical appliances may be interrupted at the option of the Company by means of load management equipment installed on the customer's premises. Total credits shall not exceed 40 percent of the non-fuel energy charges actually incurred for the month (if the levelized payment plan is selected, actual energy charges will be utilized in this calculation, not the levelized energy charges) and no credit will be applied to reduce the minimum monthly bill.

MONTHLY RATE AND CHARGES (FUEL, FRANCHISE, ETC.): The same as specified in Schedule RS with the following monthly credits applied for each type electrical device controlled by the Company.

DEVICE (SCHEDULE)	APPLICABILITY	CREDIT
Water Heater	Year-round	\$ 4.00
Central Air Conditioning (Schedule A)(1)	April-October	\$ 6.00
Central Air Conditioning (Schedule B)(1)	April-October	\$12.00
Central Heating	November-March	\$12.00
Swimming Pool Pump	Year-round	\$ 3.00

(1) Note: Either Schedule A or Schedule B may be elected. See Interruption Schedule on Original Sheet No. 3.111

Continued to Sheet No. 3.111

ISSUED BY: J. B. Ramil, President

SECOND REVISED SHEET NO. 3.111 CANCELS FIRST REVISED SHEET NO. 3.111

Continued from Sheet No. 3.110

PAYMENT OF BILLS: See Sheet No. 6.021

<u>INTERRUPTION SCHEDULES FOR ELECTRICAL EQUIPMENT</u>: Normally, electrical equipment will only be interrupted during the following periods:

April 1 - October 31

November 1 - March 31

Prime Hours:

2:00 PM - 10:00 PM

6:00 AM - 11:00 AM

and

(All days)

6:00 PM - 10:00 PM

- 1. <u>Electrical Water Heating</u> equipment may be interrupted up to but not exceeding 300 minutes each day.
- 2. <u>Central Electric Air Conditioning</u> equipment may be interrupted under either of two schedules selected by the customer:

Schedule A equipment may be interrupted an accumulated total of 30 minutes during any 60 minute period with a cumulative off time of up to 180 minutes each day.

Schedule B equipment may be interrupted up to but not exceeding 180 minutes each day.

- 3. <u>Central Electric Heating</u> equipment may be interrupted up to but not exceeding 180 minutes each day.
- 4. <u>Central Heat Pump</u> equipment may be interrupted up to but not exceeding 180 minutes during each day.
- 5. <u>Swimming Pool Pump</u> equipment may be interrupted up to but not exceeding 300 minutes each day.

SPECIAL PROVISIONS:

1. Customers shall grant the Company reasonable access for installing, maintaining, inspecting, and/or removing Company-owned equipment.

Continued to Sheet No. 3.112

ISSUED BY: J. B. Ramil, President

Continued from Sheet No. 3.111

- 2. Before approving a customer's equipment for load management credit(s), the Company shall (in cooperation with the customer) determine if the equipment to be interrupted is in good repair and working order. The Company will not be responsible for the repair, maintenance, or replacement of the customer's electrical equipment.
- 3. The Company shall not be required to install load management devices if the installation cannot be economically justified. Excessive installation costs (1.5 times the prevailing contractor prices) or abnormally low appliance usage may exclude customer's equipment from qualifying.
- 4. If the Company determines that the customer no longer owns and/or uses the specified equipment, the Company has the right to remove the equipment and discontinue the credits.
- 5. If the Company finds tampering with the load management devices, the credit may be discontinued and previous load management credits will be billed to the customer unless a date of tampering can be established.
- 6. Control of Customer owned electrical equipment included in this program will normally occur during prime hours but may occur at any time due to emergencies on the Company's system or other requests for emergency power to serve the needs of firm customers of other utilities.
- 7. During periods when high cost fuel can be avoided, load management may be instituted as an economic dispatch. This may only occur within prime hours. Both Schedule A and Schedule B air conditioning will be cycled when used for economic dispatch.
- 8. If a customer chooses to disconnect or remove an appliance schedule from load management; he may be required to remain off that option for 12 consecutive months. If a customer chooses to discontinue load management control entirely; he may not be eligible to rejoin the program for 12 consecutive months.

ISSUED BY: J. B. Ramil, President

THIRD REVISED SHEET NO. 3.150 CANCELS SECOND REVISED SHEET NO. 3.150

GENERAL SERVICE LOAD MANAGEMENT RIDER

SCHEDULE: GSLM-1

<u>AVAILABLE:</u> At the option of the customer, available to commercial and industrial customers on rate schedules GS, GSD, and GSLD for Short Cyclic Control and GS, GST, GSD, GSDT, GSLD and GSLDT for Extended Control who sign a Tariff Agreement for the Provision of Load Management Service.

CHARACTER OF SERVICE: Electric service to specifically controlled items of customer's electrical equipment may be interrupted at the option of the Company by means of load management devices installed on the customer's equipment.

MONTHLY CREDITS: Credits will be applied each month (regardless of whether actual interruptions of service by the Company occur or not) to the regular bill submitted under the GS, GSD, or GSLD schedule. No credit will be applied to a minimum bill, nor shall the credit exceed 40 percent of the non-fuel energy and demand charges.

Credit:

- \$3.00/KW/Month of Measured Controlled Demand of Customer's Electrical Equipment (Extended Interruption Schedule)
- 2. \$1.00/KW/Month of Calculated Controlled Demand of Customer's Air Conditioning Equipment in the Summer Season (Short Cyclic Interruption Schedule)

Controlled Demand:

- 1. Defined as the measured monthly average hourly demand registered during the non-interrupted periods during the prime hours (as defined in Interruption Schedule)
- 2. Defined as the calculated hourly demand using the nameplate electrical capacity of the controlled air conditioning equipment; or using an actual measured thirty (30) minute integrated demand of the air conditioning equipment acquired through testing of equipment operation by the Company.

Continued to Sheet No. 3.151

ISSUED BY: J. B. Ramil, President

FOURTH REVISED SHEET NO. 3.151 CANCELS THIRD REVISED SHEET NO. 3.151

Continued from Sheet No. 3.150

Applicable Equipment

Applicable Seasons

Air Conditioning

April 1 through October 31
Year round unless equipment

All other qualifying electrical equipment

operates on a seasonal basis

<u>INTERRUPTION SCHEDULE:</u> Normally, interruption of service will occur during the following hours:

April 1 - October 31

November 1 - March 31

Prime Hours:

(All days)

2:00 PM - 10:00 PM

6:00 AM - 11:00 AM

and

6:00 PM - 10:00 PM

The following is a description of the two interruption schedules:

Extended Control

- 1. Electric service may be interrupted for an interval of up to three (3) continuous hours followed by an interval of six (6) continuous hours in which the electric service may not be interrupted.
- 2. In any 24-hour period from midnight to midnight, electric service may be interrupted for an aggregate of not more than six hours.

Short Cyclic Control

- 1. In any thirty continuous minute interval, electric service may be interrupted for an interval of up to fifteen continuous minutes followed by an interval of fifteen continuous minutes in which the electric service may not be interrupted.
- 2. In any 24-hour period from midnight to midnight, electric service may be interrupted for an aggregate total of not more than 180 minutes.

Note:

An interruption of electric service shall not be deemed to be within the meaning of the above when the interruption results from:

Continued to Sheet No. 3.152

ISSUED BY: J. B. Ramil, President

FIFTH REVISED SHEET NO. 3.152 CANCELS FOURTH REVISED SHEET NO. 3.152

Continued from Sheet No. 3.150

- 1. Failure of the transmission or distribution system.
- 2. Operation of an underfrequency relay.
- 3. Actions taken in a firm load curtailment plan.
- 4. Failure of customer owned facilities.

<u>TERMS OF SERVICE</u>: Any customer receiving service under this rider will be required to give the Company a written notice at least 60 months prior to discontinuing load management service. Such notice shall be irrevocable unless the Company and customer should mutually agree to void the notice.

SPECIAL PROVISIONS:

- 1. Controlled equipment must be available for interruptions a minimum of six hours during the defined prime hours.
- Customers shall grant the Company or its agents reasonable access for installing, maintaining, inspecting, reading meters and/or removing Company-owned equipment.
- Before approving a customer's equipment for load management credit(s), the Company shall make a determination as to the condition of the equipment to be interrupted.
- 4. The Company will not be responsible for the repair, maintenance, or replacement of the customer's electrical equipment.
- 5. The Company shall not be required to install load management devices if the installation cannot be economically justified. Excessive installation costs or abnormally low usage may preclude customer's equipment from qualifying.
- 6. If the Company determines that the customer no longer owns and/or uses the specified equipment, the Company has the right to remove the control equipment and discontinue the credits.
- 7. If the Company finds tampering with the control system, the credit may be discontinued and all previous load management credits will be billed to the customer unless a date of tampering can be established.

ISSUED BY: J. B. Ramil, President

Continued from Sheet No. 3.152

- 9. If the Company determines that the effect of equipment interruptions have been offset by the customer's use of supplementary or alternative electrical equipment, service under this rate schedule may be discontinued and the customer billed for all prior load management credits received over a period not in excess of six months.
- 10. Control of customer owned electrical equipment included in this program will normally occur during prime hours but may occur at any time due to emergencies on the Company's system or other requests for emergency power to serve the needs of firm customers of other utilities.
- 11. The Company shall require a participating customer to execute an agreement which details the schedule of normal control times, responsibilities of the customer and Company, and other necessary clauses.
- 12. During periods when high cost fuel can be avoided, load management may be instituted as an economic dispatch. This may only occur within the prime hours.

ISSUED BY: J. B. Ramil, President

SIXTH REVISED SHEET NO. 3.200 CANCELS FIFTH REVISED SHEET NO. 3.200

STANDBY GENERATOR RIDER

SCHEDULE: GSSG-1

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

<u>CHARACTER OF SERVICE</u>: 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, SBF, or SBFT rate schedule, for credits generated in the previous billing period.

Credit:

1. <u>\$3.00</u>/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.

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

Continued to Sheet No. 3.201

ISSUED BY: J. B. Ramil, President

(All days)

FIFTH REVISED SHEET NO. 3.201 CANCELS FOURTH REVISED SHEET NO. 3.201

Continued from Sheet No. 3.200

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

Prime Hours: April 1:00

April 1 - October 31 1:00 P.M. - 10:00 P.M. November 1 - March 31 6:00 A.M. - 11:00 A.M.

and

6:00 P.M. - 10:00 P.M.

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.

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).

<u>TERM OF SERVICE</u>: 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:

- 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, President

FIFTH REVISED SHEET NO. 3.202 CANCELS FOURTH REVISED 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 normally call for the transfer of customer load to the standby generator(s) included in this program during prime hours but may occur at any time due to emergencies on the Company's system or other requests for emergency power to serve the needs of firm customers of other utilities.
- 8. During periods when high cost fuel can be avoided, standby generator control may be instituted as an economic dispatch. This may only occur during prime hours.
- 9. The Company shall require a participating customer to execute an agreement which details responsibilities of the customer and Company and other necessary clauses.
- 10. 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.

ISSUED BY: J. B. Ramil, President

Exhibit B

FOURTH THIRD REVISED SHEET NO. 3.110 CANCELS THIRD SECOND REVISED SHEET NO. 3.110

LOAD MANAGEMENT (Optional)

SCHEDULE: RSL-3

AVAILABLE: At the option of the customer, available to any customer served under Rate Schedule RS.

<u>APPLICABLE</u>: The applicability of the rate schedule is restricted to those customers with any of the following installed electric equipment.

- 1. Water Heater
- 2. Central Air Conditioning
- 3. Central Heating
- 4. Central Heat Pump
- 5. Swimming Pool Pump

CHARACTER OF SERVICE: The same as specified in Schedule RS. The levelized payment plan described on Sheet No. 3.020 will also be available for this rate schedule, however the credits specified in this schedule will be applied to the months so designated and will not be levelized for the year.

<u>LIMITATION OF SERVICE</u>: The same as specified in Schedule RS. The specified electrical appliances may be interrupted at the option of the Company by means of load management equipment installed on the customer's premises. Total credits shall not exceed 40 percent of the non-fuel energy charges actually incurred for the month (if the levelized payment plan is selected, actual energy charges will be utilized in this calculation, not the levelized energy charges) and no credit will be applied to reduce the minimum monthly bill.

MONTHLY RATE AND CHARGES (FUEL, FRANCHISE, ETC.): The same as specified in Schedule RS with the following monthly credits applied for each type electrical device controlled by the Company.

DEVICE (SCHEDULE)	APPLICABILITY	CREDIT
Water Heater	Year-round	\$ 4.00
Central Air Conditioning (Schedule A)(1)	April-October	\$ 6.00
Central Air Conditioning (Schedule B)(1)	April-October	\$12.00
Central Heating	November-March	\$12.00
Swimming Pool Pump	Year-round	\$ 3.00

(1) Note: Either Schedule A or Schedule B may be elected. See Interruption Schedule on Original Sheet No. 3.111

Continued to Sheet No. 3.111

ISSUED BY: J. B. Ramil K. S. Surgenor,

President

DATE EFFECTIVE: February 26, 19996

SECOND FIRST REVISED SHEET NO. 3.111 CANCELS FIRST REVISED ORIGINAL SHEET NO. 3.111

Continued from Sheet No. 3.110

PAYMENT OF BILLS: See Sheet No. 6.0215

INTERRUPTION SCHEDULES FOR ELECTRICAL EQUIPMENT: Normally, electrical equipment will only be interrupted during the following periods Company's prime use periods which are:

April 1 - October 31

November 1 - March 31

Prime Hours:

2:00 PM - 10:00 PM

6:00 AM - 11:00 AM

(All days Monday - Friday)

and

6:00 PM - 10:00 PM

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 use periods.

- 1. <u>Electrical Water Heating</u> equipment may be interrupted up to but not exceeding 300 minutes each day.
- 2. <u>Central Electric Air Conditioning</u> equipment may be interrupted under either of two schedules selected by the customer:

Schedule A equipment may be interrupted an accumulated total of 30 minutes during any 60 minute period with a cumulative off time of up to 180 minutes each day.

<u>Schedule B</u> equipment may be interrupted up to but not exceeding 180 minutes each day.

- 3. <u>Central Electric Heating</u> equipment may be interrupted up to but not exceeding 180 minutes each day.
- 4. <u>Central Heat Pump</u> equipment may be interrupted up to but not exceeding 180 minutes during each day.
- 5. <u>Swimming Pool Pump</u> equipment may be interrupted up to but not exceeding 300 minutes each day.

SPECIAL PROVISIONS:

1. Customers shall grant the Company reasonable access for installing, maintaining, inspecting, and/or removing Company-owned equipment.

Continued to Sheet No. 3.112

ISSUED BY: J. B. Ramil G. F. Anderson, DATE EFFECTIVE: April 1, 1991

President

FOURTH THIRD REVISED SHEET NO. 3.112 CANCELS THIRD SECOND REVISED SHEET NO. 3.112

Continued from Sheet No. 3.111

- 2. Before approving a customer's equipment for load management credit(s), the Company shall (in cooperation with the customer) determine if the equipment to be interrupted is in good repair and working order. The Company will not be responsible for the repair, maintenance, or replacement of the customer's electrical equipment.
- 3. The Company shall not be required to install load management devices if the installation cannot be economically justified. Excessive installation costs (1.5 times the prevailing contractor prices) or abnormally low appliance usage may exclude customer's equipment from qualifying.
- 4. If the Company determines that the customer no longer owns and/or uses the specified equipment, the Company has the right to remove the equipment and discontinue the credits.
- 5. If the Company finds tampering with the load management devices, the credit may be discontinued and previous load management credits will be billed to the customer unless a date of tampering can be established.
- 6. Control of Customer owned electrical equipment included in this program will not normally occur during prime hours but may occur at any time due to emergencies on the Company's system or other requests for emergency power to serve the needs of firm customers of other utilities. "non-prime hours" (as defined in the Interruption Schedule) except during statewide power emergencies.
- 7. During periods when high cost fuel can be avoided, load management may be instituted as an economic dispatch. This may only occur within the prime hours use periods. Both Schedule A and Schedule B air conditioning will be cycled when used for economic dispatch.
- 8. If a customer chooses to disconnect or remove an appliance schedule from load management; he may be required to remain off that option for 12 consecutive months. If a customer chooses to discontinue load management control entirely; he may not be eligible to rejoin the program for 12 consecutive months.

ISSUED BY: J. B. Ramil K. S. Surgenor, DATE EFFECTIVE: February 26, 1996

President

THIRD SECOND REVISED SHEET NO. 3.150 CANCELS SECOND FIRST REVISED SHEET NO. 3.150

GENERAL SERVICE LOAD MANAGEMENT RIDER

SCHEDULE: GSLM-1

<u>AVAILABLE:</u> At the option of the customer, available to commercial and industrial customers on rate schedules GS, GSD, and GSLD for Short Cyclic Control and GS, GST, GSD, GSDT, GSLD and GSLDT for Extended Control who sign a Tariff Agreement for the Provision of Load Management Service.

<u>CHARACTER OF SERVICE</u>: Electric service to specifically controlled items of customer's electrical equipment may be interrupted at the option of the Company by means of load management devices installed on the customer's equipment.

MONTHLY CREDITS: Credits will be applied each month (regardless of whether actual interruptions of service by the Company occur or not) to the regular bill submitted under the GS, GSD, or GSLD schedule. No credit will be applied to a minimum bill, nor shall the credit exceed 40 percent of the non-fuel energy and demand charges.

Credit:

- \$3.00/KW/Month of Measured Controlled Demand of Customer's Electrical Equipment (Extended Interruption Schedule)
- 2. \$1.00/KW/Month of Calculated Controlled Demand of Customer's Air Conditioning Equipment in the Summer Season (Short Cyclic Interruption Schedule)

Controlled Demand:

- 1. Defined as the measured monthly average hourly demand registered during the non-interrupted periods during the prime hours Peak Hours (as defined in Interruption Schedule)
- 2. Defined as the calculated hourly demand using the nameplate electrical capacity of the controlled air conditioning equipment; or using an actual measured thirty (30) minute integrated demand of the air conditioning equipment acquired through testing of equipment operation by the Company.

Continued to Sheet No. 3.151

ISSUED BY: J. B. Ramil G. F. Anderson,

President

DATE EFFECTIVE: April 1, 1991

FOURTH THIRD REVISED SHEET NO. 3.151 CANCELS THIRD SECOND REVISED SHEET NO. 3.151

Continued from Sheet No. 3.150

Applicable Equipment

Applicable Seasons

Air Conditioning

April 1 through October 31

All other qualifying

Year round unless equipment

electrical equipment

operates on a seasonal basis

<u>INTERRUPTION SCHEDULE:</u> Normally, interruption of service will occur during the following hours Company's prime use periods which are:

April 1 - October 31

November 1 - March 31

Prime Hours:

2:00 PM - 10:00 PM

6:00 AM - 11:00 AM

(All days Monday - Friday)

and

6:00 PM - 10:00 PM

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 use

periods.

The following is a description of the two interruption schedules:

Extended Control

- 1. Electric service may be interrupted for an interval of up to three (3) continuous hours followed by an interval of six (6) continuous hours in which the electric service may not be interrupted.
- 2. In any 24-hour period from midnight to midnight, electric service may be interrupted for an aggregate of not more than six hours.

Short Cyclic Control

- In any thirty continuous minute interval, electric service may be interrupted
 for an interval of up to fifteen continuous minutes followed by an interval of
 fifteen continuous minutes in which the electric service may not be
 interrupted.
- 2. In any 24-hour period from midnight to midnight, electric service may be interrupted for an aggregate total of not more than 180 minutes.

Note:

An interruption of electric service shall not be deemed to be within the meaning of the above when the interruption results from:

Continued to Sheet No. 3.152

ISSUED BY: J. B. Ramil K. S. Surgenor, President DATE EF

DATE EFFECTIVE: May 9, 1995

FIFTH FOURTH REVISED SHEET NO. 3.152 CANCELS FOURTH THIRD REVISED SHEET NO. 3.152

Continued from Sheet No. 3.150

- 1. Failure of the transmission or distribution system.
- 2. Operation of an underfrequency relay.
- 3. Actions taken in a firm load curtailment plan.
- 4. Failure of customer owned facilities.

TERMS OF SERVICE: Any customer receiving service under this rider will be required to give the Company a written notice at least 60 months prior to discontinuing load management service. Such notice shall be irrevocable unless the Company and customer should mutually agree to void the notice.

SPECIAL PROVISIONS:

- 1. Controlled equipment must be available for interruptions a minimum of six hours during the defined prime hours daily peak periods.
- 2. Customers shall grant the Company or its agents reasonable access for installing, maintaining, inspecting, reading meters and/or removing Company-owned equipment.
- 3. Before approving a customer's equipment for load management credit(s), the Company shall make a determination as to the condition of the equipment to be interrupted.
- 4. The Company will not be responsible for the repair, maintenance, or replacement of the customer's electrical equipment.
- 5. The Company shall not be required to install load management devices if the installation cannot be economically justified. Excessive installation costs or abnormally low usage may preclude customer's equipment from qualifying.
- 6. If the Company determines that the customer no longer owns and/or uses the specified equipment, the Company has the right to remove the control equipment and discontinue the credits.
- 7. If the Company finds tampering with the control system, the credit may be discontinued and all previous load management credits will be billed to the customer unless a date of tampering can be established.

Continued to Sheet No. 3.153

ISSUED BY: J. B. Ramil K. S. Surgenor, President DATE EFFECTIVE: May 9, 1995

Continued from Sheet No. 3.152

- 9. If the Company determines that the effect of equipment interruptions have been offset by the customer's use of supplementary or alternative electrical equipment, service under this rate schedule may be discontinued and the customer billed for all prior load management credits received over a period not in excess of six months.
- 10. Control of customer owned electrical equipment included in this program will not normally occur during prime hours but may occur at any time due to emergencies on the Company's system or other "non-prime hours" (as defined in the Interruption Schedule) except during statewide power emergencies or to comply with requests for emergency power to serve the needs of firm customers of other utilities.
- 11. The Company shall require a participating customer to execute an agreement which details the schedule of normal control times, responsibilities of the customer and Company, and other necessary clauses.
- 12. During periods when high cost fuel can be avoided, load management may be instituted as an economic dispatch. This may only occur within the prime hours use periods.

ISSUED BY: J. B. Ramil, President

SIXTH FIFTH REVISED SHEET NO. 3.200 CANCELS FIFTH FOURTH REVISED SHEET NO. 3.200

STANDBY GENERATOR RIDER

SCHEDULE: GSSG-1

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

<u>CHARACTER OF SERVICE</u>: 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, SBF, or SBFT rate schedule, for credits generated in the previous billing period.

Credit:

1. <u>\$3.00</u>/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.

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

Continued to Sheet No. 3.201

ISSUED BY: J. B. Ramil, President DATE EFFECTIVE: September 22, 1998

FIFTH FOURTH REVISED SHEET NO. 3.201 CANCELS FOURTH THIRD REVISED SHEET NO. 3.201

Continued from Sheet No. 3.200

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

Prime Hours:

April 1 - October 31

November 1 - March 31

(All days Monday - Friday)

12:00 P.M. - 10:00 P.M.

6:00 A.M. - 11:00 A.M.

6:00 P.M. - 10:00 P.M.

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

ISSUED BY: J. B. Ramil, President DATE EFFECTIVE: September 22, 1998

FIFTH FOURTH REVISED SHEET NO. 3.202 CANCELS FOURTH THIRD REVISED 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 normally not call for the transfer of customer load to the standby generator(s) included in this program during prime hours but may occur at any time due to emergencies on the Company's system or other requests for emergency power to serve the needs of firm customers of other utilities during "non-prime hours" (as defined in the Notification Schedule) except during statewide power emergencies.
- During periods when high cost fuel can be avoided, standby generator control may be instituted as an economic dispatch. This may only occur during prime hours.
- 98. The Company shall require a participating customer to execute an agreement which details responsibilities of the customer and Company and other necessary clauses.
- 108. 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.

ISSUED BY: J. B. Ramil, President DATE EFFECTIVE: September 22, 1998