ORIGINAL 73p

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June 18, 1999

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RECORDS AND REPORTING

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

Re: Petition of Tampa Electric Company to Close Rate Schedules IS-3 and IST-3
FPSC Docket No. 990037-EI

Dear Ms. Bayo:

Enclosed for filing in the above docket are the original and fifteen (15) copies of Supplement to Petition of Tampa Electric.

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

Thank you for your assistance in connection with this matter.

Sincerely,

James D. Beasley

AFA 1
APP
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LEG 1
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OPC
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SEC 1
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cc: All Parties of Record (w/enc.)

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FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric Company to close Rate Schedules IS-3 and IST-3.	))))	DOCKET NO. 990037-EI FILED: June 18, 1999

SUPPLEMENT TO
PETITION OF TAMPA ELECTRIC

Tampa Electric Company ("Tampa Electric" or the "company") files this its Supplement to the Petition filed January 8, 1999 in the above docket and states:

1. Subsequent to the filing of Tampa Electric's Petition in this docket Tampa Electric indicated that it would be filing for approval of new non-firm service proposals in the near future. Staff indicated a procedural preference that the new non-firm service proposals be considered along side Tampa Electric's proposed closure of its existing Rate Schedules IS-3 and IST-3.

2. Tampa Electric and Staff had subsequent discussions regarding the best procedural means of considering Tampa Electric's proposed closure of its existing Rate Schedules IS-3 and IST-3 as well as the company's new proposed non-firm service. It was concluded that the most efficient approach would be to supplement the company's pending petition in this docket with Tampa Electric's new non-firm service offerings. That is the purpose of this supplement to Tampa Electric's petition.

3. Tampa Electric for many years has had a significant amount of non-firm load on its interruptible rate schedules. These schedules provide lower prices than the company's otherwise applicable firm load schedules in return for which customers choose to accept the risk

of unscheduled interruption of service. Since these customers' loads are available for interruption, the company does not secure generation resources to meet their demand needs.

4. The lower prices for this non-firm service have been justified because customers opting for this type of service provide a safety net for other firm service customers, thereby enabling Tampa Electric to rely on the generating resources normally used to serve these non-firm customers' loads as part of Tampa Electric's reserve capacity for firm service customers.

5. Tampa Electric's Tariff contains six interruptible service rate schedules: Industrial Interruptible Service IS-1 (which was closed to new business as of June 18, 1985), Interruptible Service IS-3 (which has a pending request to close to new business filed January 8, 1999 in this docket) as well as the time of day and standby rate equivalents IST-1, SBI-1, IST-3, and SBI-3. Each of these rate schedules were or have been requested to be closed to new service because they were no longer cost-effective. Thus, there no longer exists an open service offering by Tampa Electric for non-firm service to large customers that can result in incremental benefits accruing to the general body of ratepayers on Tampa Electric's system.

6. Since its January 8, 1999 filing to close the IS-3, IST-3 and SBI-3 rate schedules to new business, which opened this docket, the company has been analyzing the feasibility and cost-effectiveness of providing non-firm service under a new load management program, rather than under a separate Tariff rate. This supplement to Tampa Electric's petition proposes to provide such service through a new load management rider, which applies a credit on a dollar per kW basis to the otherwise applicable firm rate based on the value to ratepayers of not serving the load on a firm basis. This credit approach is similar to the approach applied under existing Tampa Electric load management programs and is similar to the credit mechanism used by Florida Power Corporation in its interruptible rate schedules.

7. The proposed change from a "rate" to a load management program offering will also change the mechanism for benefit and cost sharing between the company and ratepayers. Under the current IS rate offerings, some of the benefits of new interruptible service accrue immediately to ratepayers (i.e., lower prices for the customers that go onto the interruptible rate and increased reliability for the remaining ratepayers on firm service) while other benefits accrue long-term to ratepayers (i.e., deferral of need for new generation). However, while the long-term deferred cost burden to Tampa Electric matches the period of benefit to ratepayers, the impact of lower revenues from new interruptible customers is shouldered entirely by the company at the time service commences with recovery deferred until a rate case where rates are reset sharing the cost recovery between the classes who benefit. Under a load management program, the credits paid for interruptible service are recovered through the Energy Conservation Cost Recovery (ECCR) clause from all customers with the result that customers who get a current benefit bear the appropriate cost of that benefit immediately.

8. This approach is supported by the final order from Tampa Electric's last rate case (FPSC Order No. PSC-93-0165-FOF-EI, Docket No. 920324-EI, page 76). That order stated that, while the treatment of interruptible service as a DSM program would not be pursued in the then current rate case, the company would be required to file, at the time of its next rate case an interruptible pricing approach that was a DSM program. The company acknowledges that this Petition is occurring independent of a rate case, but there is a current need to provide non-firm service that will remain cost-effective over time.

9. The proposed GSLM-2 and GSLM-3 tariffs are structured as riders to the company's otherwise applicable firm tariffs (GSLM-2 for GSD, GSDT, GSLD or GSLDT and GSLM-3 for SBF or SBFT). Customers taking service under these riders would pay their

applicable tariff rates with a credit applied to the bill for taking interruptible service. The credits are calculated by applying the load factor adjusted, Contracted Credit Value (CCV) times the individual customer's monthly billing demand. As in other DSM programs, the CCV will reflect the benefit to ratepayers of deferring the capacity cost of additional generating resources to serve the demands of that customer and will be recovered through the ECCR clause.

10. The CCV would be set based on an annual computation filed as part of the company's annual ECCR Projection Filing. The value would be determined by using the Florida Public Service Commission's ("FPSC" or "Commission") cost-effectiveness methodology that is found in Rule 25-17.008, F.A.C. The Rate Impact Measure (RIM) test would identify the CCV based on a Benefit Cost Ratio (BCR) of 1.2. Attached as Exhibit "A" is the aforementioned Commission methodology for cost-effectiveness establishing the initial CCV at $3.65 per kW based on a RIM test BCR value of 1.2. Upon approval by this Commission, this CCV would then be made available to all customers under the GSLM-2 and GSLM-3 program to sign up for a 36 month commitment. At any time during this 36 month commitment and after the Commission has approved the new annual CCV filing, the customer can request a new 36 month commitment based on that new CCV. If no such request is made, then the prior contract value would continue until the 36 month term runs out. At that time, the newly approved CCV will replace the initial CCV for another 36 month term. In this way, the customer has the choice to lock in a CCV for a new 36 month term at any time or stay with their prior CCV for the remainder of it's 36 month applicability. In any case, the CCV will reflect the level of the benefit to ratepayers. Exhibit "B" more explicitly describes the steps to be followed in developing and applying the CCV described above.

11. The service to be provided under GSLM-2 and GSLM-3 will be of the same reliability as the closed IS tariffs with the same interruption quantities, qualities and risk as well as providing the same access to optional provision energy to avoid physical interruption when purchased power is available. GSLM-2 and GSLM-3 will also be subject to the same assessment for need procedure as the closed IS tariffs were subject to, although the cost-effectiveness calculations will no longer be needed. The Commission review of the CCV under the annual ECCR Projection Filing would assure they are cost-effective.

12. Other aspects of the GSLM-2 and GSLM-3 tariff structure include: 1) the customer's interruptible load must be greater than 500 kW (the same as the closed IS tariffs) but at any available voltage (the closed IS tariffs offer service only at primary and above); (2) the initial term of the contract is 36 months followed by extension subject to a rolling 36 month notice requirement after the initial term to return to firm service (the existing IS tariff's terms and notices are for 60 months); (3) a new tariff agreement for GSLM-2 and a new supplemental tariff agreement for GSLM-3 are proposed to further describe the terms of service for these programs and capture customer specific data; (4) the customer will be assessed an additional monthly customer charge of $200, in addition to the customer charge required by the applicable firm tariff; (5) the customer will be required to pay for all installed equipment related to establishing interruptible service; (6) the customer will have the option to lease the additional installed equipment with a new Facilities Rental Agreement proposed for such a purpose; and (7) the customer will have the option of choosing partial load service (sub-metering).

13. The proposed revised Tariff sheets are provided in standard format as Exhibit "C" to this Petition. Following the standard format Tariff sheets in Exhibit "D" is a composite exhibit

consisting of the standard format of the Tariff pages, but marked in legislative format to show the specific changes that the company is proposing.

WHEREFORE, Tampa Electric renews its request for Commission authority to close the company's Interruptible Rate Schedules IS-3 and IST-3, for approval of the proposed Rate Schedules set forth in Exhibit "C" of the initial Petition in this docket, and for approval of the attached Rate Schedules GSLM-2 and GSLM-3 and associated Tariff sheet changes.

DATED this 18th day of June 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

CERTIFICATE OF SERVICE

I HEREBY CERTIFICATE certify that a true copy of the foregoing Supplement to Petition of Tampa Electric has been furnished by U. S. Mail or hand delivery(*) on this 18th day of June, 1999 to the following

Ms. Leslie Paugh*
Staff Counsel
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Mr. Dave Hines
Vice President, General Affairs
Coronet Industries, Inc.
4082 Coronet Road
Plant City, FL 33564-0760

Mr. Matthew M. Schreck
Corbett & Schreck, P.C.
820 Gessner, Suite 1390
Houston, TX 77024

Mr. John McWhirter, Jr.
McWhirter, Reeves, McGlothlin, Davidson,
Decker, Kaufman, Arnold & Steen, P.A.
P. O. Bo 3350
Tampa, FL 33601

Mr. Joseph McGlothlin
Ms. Vicki Gordon Kaufman
McWhirter, Reeves, McGlothlin, Davidson,
Decker, Kaufman, Arnold & Steen, P.A.
117 S. Gadsden Street
Tallahassee, FL 32301

ATTORNEY

Exhibit "A"

INPUT DATA -- PART 1
PROGRAM: Industrial Load Management

I. PROGRAM DEMAND SAVINGS AND LINE LOSSES

(1) CUSTOMER KW REDUCTION AT THE METER	2,900.00	KW /CUST
(2) GENERATOR KW REDUCTION PER CUSTOMER	3,014.50	KW GEN/CUST
(3) KW LINE LOSS PERCENTAGE	3.4	%
(4) GENERATION KWH REDUCTION PER CUSTOMER	426,516	KWH/CUST/YR
(5) KWH LINE LOSS PERCENTAGE	2.7	%
(6) GROUP LINE LOSS MULTIPLIER	1.0000	
(7) CUSTOMER KWH PROGRAM INCREASE AT METER	0.0	KWH/CUST/YR
(8)* CUSTOMER KWH REDUCTION AT METER	415,000	KWH/CUST/YR

II. ECONOMIC LIFE & K FACTORS

(1) STUDY PERIOD FOR CONSERVATION PROGRAM	30	YEARS
(2) GENERATOR ECONOMIC LIFE	30	YEARS
(3) T & D ECONOMIC LIFE	30	YEARS
(4) K FACTOR FOR GENERATION	1.6093	
(5) K FACTOR FOR T & D	1.6093	
(6)* SWITCH REV REQ(0) OR VAL-OF-DEF (1)	0	

III. UTILITY & CUSTOMER COSTS

(1) UTILITY NONRECURRING COST PER CUSTOMER	1,500.00	$/CUST
(2) UTILITY RECURRING COST PER CUSTOMER	1,200.00	$/CUST/YR
(3) UTILITY COST ESCALATION RATE	2.7	%
(4) CUSTOMER EQUIPMENT COST	10,000.00	$/CUST
(5) CUSTOMER EQUIPMENT ESCALATION RATE	2.7	%
(6) CUSTOMER O & M COST	0.00	$/CUST/YR
(7) CUSTOMER O & M ESCALATION RATE	2.7	%
(8)* CUSTOMER TAX CREDIT PER INSTALLATION	0.00	$/CUST
(9)* CUSTOMER TAX CREDIT ESCALATION RATE	0.0	%
(10)* INCREASED SUPPLY COSTS	0.00	$/CUST/YR
(11)* SUPPLY COSTS ESCALATION RATE	0.0	%
(12)* UTILITY DISCOUNT RATE	9.37%	
(13)* UTILITY AFUDC RATE	7.79%	
(14)* UTILITY NON RECURRING REBATE/INCENTIVE ...	0.00	$/CUST
(15)* UTILITY RECURRING REBATE/INCENTIVE	121,728.00	$/CUST/YR
(16)* UTILITY REBATE/INCENTIVE ESCAL RATE	0.0	%

* SUPPLEMENTAL INFORMATION NOT SPECIFIED IN WORKBOOK

IV. AVOIDED GENERATOR, TRANS. AND DIST. COSTS

(1) BASE YEAR	1999	
(2) IN-SERVICE YEAR FOR AVOIDED GENERATING UNIT	2003	
(3) IN-SERVICE YEAR FOR AVOIDED T & D	2003	
(4) BASE YEAR AVOIDED GENERATING UNIT COST	284.46	$/KW
(5) BASE YEAR AVOIDED TRANSMISSION COST	0.00	$/KW
(6) BASE YEAR DISTRIBUTION COST	0.00	$/KW
(7) GEN, TRAN, & DIST COST ESCALATION RATE	2.4	%
(8) GENERATOR FIXED O & M COST	3.25	$/KW/YR
(9) GENERATOR FIXED O&M ESCALATION RATE	2.7	%
(10) TRANSMISSION FIXED O & M COST	0.00	$/KW/YR
(11) DISTRIBUTION FIXED O & M COST	0.00	$/KW/YR
(12) T&D FIXED O&M ESCALATION RATE	2.7	%
(13) AVOIDED GEN UNIT VARIABLE O & M COSTS	0.252	CENTS/KWH
(14) GENERATOR VARIABLE O&M COST ESCALATION RAT	2.7	%
(15) GENERATOR CAPACITY FACTOR	2.7	%
(16) AVOIDED GENERATING UNIT FUEL COST	3.780	CENTS/KWH
(17) AVOIDED GEN UNIT FUEL ESCALATION RATE	3.15	%
(18)* AVOIDED PURCHASE CAPACITY COST PER KW	0.00	$/KW/YR
(19)* CAPACITY COST ESCALATION RATE	0.0	%

V. NON-FUEL ENERGY AND DEMAND CHARGES

(1) NON-FUEL COST IN CUSTOMER BILL	1.370	CENTS/KWH
(2) NON-FUEL ESCALATION RATE	1.0	%
(3) CUSTOMER DEMAND CHARGE PER KW	7.25	$/KW/MO
(4) DEMAND CHARGE ESCALATION RATE	1.0	%
(5)* DIVERSITY and ANNUAL DEMAND ADJUSTMENT FACTOR FOR CUSTOMER BILL	0.0	

*** CALCULATED BENEFITS AND COSTS ***

(1)* TRC TEST - BENEFIT/COST RATIO	58.7
(2)* PARTICIPANT NET BENEFITS (NPV)	1,437
(3)* RIM TEST - BENEFIT/COST RATIO	1.20

CALCULATION OF AFUDC AND IN-SERVICE COST OF PLANT

PLANT: 2003 AVOIDED UNIT

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
YEAR	NO. YEARS BEFORE INSERVICE	PLANT ESCALATION RATE (%)	CUMULATIVE ESCALATION FACTOR	YEARLY EXPENDITURE (%)	ANNUAL SPENDING ($/KW)	CUMULATIVE AVERAGE SPENDING ($/KW)	CUMULATIVE SPENDING WITH AFUDC ($/KW)	YEARLY TOTAL AFUDC ($/KW)	INCREMENTAL YEAR-END BOOK VALUE ($/KW)	CUMULATIVE YEAR-END BOOK VALUE ($/KW)
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1994	-9	0.0%	1.0000	0.0%	0.00	0.00	0.00	0.00	0.00	0.00
1995	-8	0.0%	1.0000	0.0%	0.00	0.00	0.00	0.00	0.00	0.00
1996	-7	0.0%	1.0000	0.0%	0.00	0.00	0.00	0.00	0.00	0.00
1997	-6	0.0%	1.0000	0.0%	0.00	0.00	0.00	0.00	0.00	0.00
1998	-5	0.0%	1.0000	0.0%	0.00	0.00	0.00	0.00	0.00	0.00
1999	-4	0.0%	1.0000	0.0%	0.00	0.00	0.00	0.00	0.00	0.00
2000	-3	1.0%	1.0098	0.0%	0.00	0.00	0.00	0.00	0.00	0.00
2001	-2	1.0%	1.0196	41.8%	121.12	60.56	60.56	4.66	125.78	125.78
2002	-1	1.0%	1.0296	58.2%	170.57	206.41	211.07	6.43	177.00	302.79
2003	0			0.0%	0.00			0.00	0.00	
				----	------			------	------	
				1.00	291.70			11.09	302.79	

IN-SERVICE YEAR = 2003

PLANT COSTS (1999 $) $284.46

AFUDC RATE: 7.79%

INPUT DATA -- PART 2

PROGRAM: Industrial Load Management

(1) YEAR	(2) CUMULATIVE TOTAL PARTICIPATING CUSTOMERS	(3) ADJUSTED CUMULATIVE PARTICIPATING CUSTOMERS	(4) UTILITY AVERAGE SYSTEM FUEL COSTS (C/KWH)	(5) AVOIDED MARGINAL FUEL COST (C/KWH)	(6) INCREASED MARGINAL FUEL COST (C/KWH)	(7) REPLACEMENT FUEL COST (C/KWH)	(8) PROGRAM KW EFFECTIVENESS FACTOR	(9) PROGRAM KWH EFFECTIVENESS FACTOR
1999	1	1	2.14	2.35	0.00	0.00	1.00	1.00
2000	1	1	2.16	3.02	0.00	0.00	1.00	1.00
2001	1	1	2.18	2.71	0.00	0.00	1.00	1.00
2002	1	1	2.25	2.90	0.00	0.00	1.00	1.00
2003	1	1	2.30	2.97	0.00	0.00	1.00	1.00
2004	1	1	2.37	3.16	0.00	0.00	1.00	1.00
2005	1	1	2.30	3.38	0.00	0.00	1.00	1.00
2006	1	1	2.41	3.61	0.00	0.00	1.00	1.00
2007	1	1	2.49	4.15	0.00	0.00	1.00	1.00
2008	1	1	2.55	4.50	0.00	0.00	1.00	1.00
2009	1	1	2.68	4.46	0.00	0.00	1.00	1.00
2010	1	1	2.80	4.87	0.00	0.00	1.00	1.00
2011	1	1	2.92	5.22	0.00	0.00	1.00	1.00
2012	1	1	3.04	5.60	0.00	0.00	1.00	1.00
2013	1	1	3.15	6.33	0.00	0.00	1.00	1.00
2014	1	1	3.30	7.02	0.00	0.00	1.00	1.00
2015	1	1	3.43	6.12	0.00	0.00	1.00	1.00
2016	1	1	3.58	6.39	0.00	0.00	1.00	1.00
2017	1	1	3.76	6.72	0.00	0.00	1.00	1.00
2018	1	1	3.89	7.02	0.00	0.00	1.00	1.00
2019	1	1	4.00	7.21	0.00	0.00	1.00	1.00
2020	1	1	4.11	7.41	0.00	0.00	1.00	1.00
2021	1	1	4.22	7.61	0.00	0.00	1.00	1.00
2022	1	1	4.33	7.81	0.00	0.00	1.00	1.00
2023	1	1	4.45	8.02	0.00	0.00	1.00	1.00
2024	1	1	4.57	8.24	0.00	0.00	1.00	1.00
2025	1	1	4.69	8.46	0.00	0.00	1.00	1.00
2026	1	1	4.82	8.69	0.00	0.00	1.00	1.00
2027	1	1	4.95	8.93	0.00	0.00	1.00	1.00
2028	1	1	5.08	9.17	0.00	0.00	1.00	1.00

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AVOIDED GENERATION UNIT BENEFITS

PROGRAM: Industrial Load Management

* UNIT SIZE OF AVOIDED GENERATION UNIT = 3,015.0 KW

* INSERVICE COSTS OF AVOIDED GEN. UNIT (000) = $912.9

(1) YEAR	(1A)* REVENUE REQUIREMENT FACTOR	(2) AVOIDED GEN UNIT CAPACITY COST $(000)	(2A)* AVOIDED ANNUAL UNIT KWH GEN (000)	(3) AVOIDED UNIT FIXED O&M COST $(000)	(4) AVOIDED GEN UNIT VARIABLE O&M COST $(000)	(5) AVOIDED GEN UNIT FUEL COST $(000)	(6) REPLACEMENT FUEL COST $(000)	(6A)* AVOIDED PURCHASED CAPACITY COSTS $(000)	(7) AVOIDED GEN UNIT BENEFITS $(000)
1999	0.000	0	0	0	0	0	0	0	0
2000	0.000	0	0	0	0	0	0	0	0
2001	0.000	0	0	0	0	0	0	0	0
2002	0.000	0	0	0	0	0	0	0	0
2003	0.199	182	713	11	2	31	0	0	225
2004	0.193	176	713	11	2	31	0	0	220
2005	0.185	168	713	11	2	32	0	0	214
2006	0.177	162	713	12	2	33	0	0	209
2007	0.170	155	713	12	2	35	0	0	204
2008	0.164	149	713	12	2	36	0	0	200
2009	0.158	144	713	13	2	37	0	0	196
2010	0.151	138	713	13	2	38	0	0	192
2011	0.145	133	713	13	2	39	0	0	188
2012	0.139	127	713	14	3	40	0	0	184
2013	0.133	122	713	14	3	42	0	0	180
2014	0.127	116	713	15	3	43	0	0	176
2015	0.121	111	713	15	3	44	0	0	173
2016	0.115	105	713	15	3	46	0	0	169
2017	0.109	100	713	16	3	47	0	0	166
2018	0.104	95	713	16	3	49	0	0	163
2019	0.101	92	713	17	3	50	0	0	162
2020	0.099	90	713	17	3	52	0	0	162
2021	0.096	88	713	18	3	53	0	0	162
2022	0.094	86	713	18	3	55	0	0	162
2023	0.091	83	713	19	3	57	0	0	162
2024	0.089	81	713	19	3	59	0	0	162
2025	0.087	79	713	20	4	60	0	0	163
2026	0.084	77	713	20	4	62	0	0	163
2027	0.082	75	713	21	4	64	0	0	164
2028	0.080	73	713	21	4	66	0	0	164
NOMINAL		3,007	18,538	403	74	1,201	0	0	4,685
NPV		1,011		101	18	293	0	0	1,423

* SUPPLEMENTAL INFORMATION NOT SPECIFIED IN WORKBOOK

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AVOIDED T & D AND PROGRAM FUEL SAVINGS

PROGRAM: Industrial Load Management

* INSERVICE COSTS OF AVOIDED TRANS. (000) = $0.0
* INSERVICE COSTS OF AVOIDED DIST. (000) = $0.0

(1) YEAR	(2) AVOIDED TRANSMISSION *CAPACITY* COST $(000)	(3) AVOIDED TRANSMISSION *O&M* COST $(000)	(4) TOTAL AVOIDED *TRANSMISSION* COST $(000)	(5) AVOIDED DISTRIBUTION *CAPACITY* COST $(000)	(6) AVOIDED DISTRIBUTION *O&M* COST $(000)	(7) TOTAL AVOIDED *DISTRIBUTION* COST $(000)	(8) PROGRAM *FUEL* SAVINGS $(000)
1999	0	0	0	0	0	0	5
2000	0	0	0	0	0	0	13
2001	0	0	0	0	0	0	12
2002	0	0	0	0	0	0	12
2003	0	0	0	0	0	0	13
2004	0	0	0	0	0	0	13
2005	0	0	0	0	0	0	14
2006	0	0	0	0	0	0	15
2007	0	0	0	0	0	0	18
2008	0	0	0	0	0	0	19
2009	0	0	0	0	0	0	19
2010	0	0	0	0	0	0	21
2011	0	0	0	0	0	0	22
2012	0	0	0	0	0	0	24
2013	0	0	0	0	0	0	27
2014	0	0	0	0	0	0	30
2015	0	0	0	0	0	0	26
2016	0	0	0	0	0	0	27
2017	0	0	0	0	0	0	29
2018	0	0	0	0	0	0	30
2019	0	0	0	0	0	0	31
2020	0	0	0	0	0	0	32
2021	0	0	0	0	0	0	32
2022	0	0	0	0	0	0	33
2023	0	0	0	0	0	0	34
2024	0	0	0	0	0	0	35
2025	0	0	0	0	0	0	36
2026	0	0	0	0	0	0	37
2027	0	0	0	0	0	0	38
2028	0	0	0	0	0	0	39
NOMINAL	0	0	0	0	0	0	737
NPV:	0	0	0	0	0	0	196

* SUPPLEMENTAL INFORMATION NOT SPECIFIED IN WORKBOOK

* WORKSHEET : DSM PROGRAM FUEL SAVINGS
PROGRAM: Industrial Load Management

(1)	(2)	(3)	(4)	(5)	(6)	(7)
YEAR	REDUCTION IN KWH GENERATION NET NEW CUST KWH (000)	AVOIDED MARGINAL FUEL COST - REDUCED KWH $(000)	INCREASE IN KWH GENERATION NET NEW CUST KWH (000)	INCREASED MARGINAL FUEL COST - INCREASE KWH $(000)	NET AVOIDED PROGRAM FUEL SAVINGS $(000)	EFFECTIVE PROGRAM FUEL SAVINGS $(000)
1999	213	5	0	0	5	5
2000	427	13	0	0	13	13
2001	427	12	0	0	12	12
2002	427	12	0	0	12	12
2003	427	13	0	0	13	13
2004	427	13	0	0	13	13
2005	427	14	0	0	14	14
2006	427	15	0	0	15	15
2007	427	18	0	0	18	18
2008	427	19	0	0	19	19
2009	427	19	0	0	19	19
2010	427	21	0	0	21	21
2011	427	22	0	0	22	22
2012	427	24	0	0	24	24
2013	427	27	0	0	27	27
2014	427	30	0	0	30	30
2015	427	26	0	0	26	26
2016	427	27	0	0	27	27
2017	427	29	0	0	29	29
2018	427	30	0	0	30	30
2019	427	31	0	0	31	31
2020	427	32	0	0	32	32
2021	427	32	0	0	32	32
2022	427	33	0	0	33	33
2023	427	34	0	0	34	34
2024	427	35	0	0	35	35
2025	427	36	0	0	36	36
2026	427	37	0	0	37	37
2027	427	38	0	0	38	38
2028	427	39	0	0	39	39
NOMINAL	12,582	737	0	0	737	737
NPV:		196		0	196	196

* SUPPLEMENTAL INFORMATION NOT SPECIFIED IN WORKBOOK

P_6 * WORKSHEET: UTILITY COSTS AND PARTICIPANT COSTS AND REV LOSS/GAIN

PROGRAM: Industrial Load Management

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
	<—— UTILITY PROGRAM COSTS & REBATES ——>						<—— PARTICIPATING CUSTOMER COSTS & BENEFITS ——>										
YEAR	UTIL NONREC. COSTS $(000)	UTIL RECUR COSTS $(000)	TOTAL UTIL PGM COSTS $(000)	UTIL NONREC. REBATES $(000)	UTIL RECUR. REBATES $(000)	TOTAL REBATE/ INCENT. COSTS $(000)	PARTIC. CUST EQUIP COSTS $(000)	PARTIC. CUST O & M COSTS $(000)	TOTAL COSTS PARTIC. CUST $(000)	REDUCT. IN CUST. KWH (000)	RED. REV. - FUEL PORTION $(000)	RED. REV. NONFUEL PORTION $(000)	EFFECT. REV. REDUCT. TO CUST $(000)	INC. IN CUST. KWH (000)	INC. REV. - FUEL PORTION $(000)	INC. REV. NONFUEL PORTION	EFFECT. REVENUE INC. IN BILL $(000)
1999	2	1	2	0	61	61	10	0	10	208	4	3	7	0	0	0	0
2000	0	1	1	0	122	122	0	0	0	415	9	6	15	0	0	0	0
2001	0	1	1	0	122	122	0	0	0	415	9	6	15	0	0	0	0
2002	0	1	1	0	122	122	0	0	0	415	9	6	15	0	0	0	0
2003	0	1	1	0	122	122	0	0	0	415	10	6	15	0	0	0	0
2004	0	1	1	0	122	122	0	0	0	415	10	6	16	0	0	0	0
2005	0	1	1	0	122	122	0	0	0	415	10	6	16	0	0	0	0
2006	0	1	1	0	122	122	0	0	0	415	10	6	16	0	0	0	0
2007	0	1	1	0	122	122	0	0	0	415	10	6	16	0	0	0	0
2008	0	2	2	0	122	122	0	0	0	415	11	6	17	0	0	0	0
2009	0	2	2	0	122	122	0	0	0	415	11	6	17	0	0	0	0
2010	0	2	2	0	122	122	0	0	0	415	12	6	18	0	0	0	0
2011	0	2	2	0	122	122	0	0	0	415	12	6	19	0	0	0	0
2012	0	2	2	0	122	122	0	0	0	415	13	6	19	0	0	0	0
2013	0	2	2	0	122	122	0	0	0	415	13	7	20	0	0	0	0
2014	0	2	2	0	122	122	0	0	0	415	14	7	20	0	0	0	0
2015	0	2	2	0	122	122	0	0	0	415	14	7	21	0	0	0	0
2016	0	2	2	0	122	122	0	0	0	415	15	7	22	0	0	0	0
2017	0	2	2	0	122	122	0	0	0	415	16	7	22	0	0	0	0
2018	0	2	2	0	122	122	0	0	0	415	16	7	23	0	0	0	0
2019	0	2	2	0	122	122	0	0	0	415	17	7	24	0	0	0	0
2020	0	2	2	0	122	122	0	0	0	415	17	7	24	0	0	0	0
2021	0	2	2	0	122	122	0	0	0	415	18	7	25	0	0	0	0
2022	0	2	2	0	122	122	0	0	0	415	18	7	25	0	0	0	0
2023	0	2	2	0	122	122	0	0	0	415	18	7	26	0	0	0	0
2024	0	2	2	0	122	122	0	0	0	415	19	7	26	0	0	0	0
2025	0	2	2	0	122	122	0	0	0	415	19	7	27	0	0	0	0
2026	0	2	2	0	122	122	0	0	0	415	20	7	27	0	0	0	0
2027	0	3	3	0	122	122	0	0	0	415	21	8	28	0	0	0	0
2028	0	3	3	0	122	122	0	0	0	415	21	8	29	0	0	0	0
	2	54	55	0	3,591	3,591	10	0	10	12,243	414	195	609	0	0	0	0
	2	16	18	0	1,263	1,263	10	0	10		119	65	184		0	0	0

* SUPPLEMENTAL INFORMATION NOT SPECIFIED IN WORKBOOK

F_23

TOTAL RESOURCE COST TESTS

PROGRAM: Industrial Load Management

PSC FORM CE 2.3
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(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
YEAR	INCREASED SUPPLY COSTS $(000)	UTILITY PROGRAM COSTS $(000)	PARTICIPANT PROGRAM COSTS $(000)	OTHER COSTS $(000)	TOTAL COSTS $(000)	AVOIDED GEN UNIT BENEFITS $(000)	AVOIDED T & D BENEFITS $(000)	PROGRAM FUEL SAVINGS $(000)	OTHER BENEFITS $(000)	TOTAL BENEFITS $(000)	NET BENEFITS $(000)	CUMULATIVE DISCOUNTED NET BENEFITS $(000)
1999	0	2	10	0	12	0	0	5	0	5	(7)	(7)
2000	0	1	0	0	1	0	0	13	0	13	12	4
2001	0	1	0	0	1	0	0	12	0	12	10	12
2002	0	1	0	0	1	0	0	12	0	12	11	21
2003	0	1	0	0	1	225	0	13	0	238	237	186
2004	0	1	0	0	1	220	0	13	0	234	233	335
2005	0	1	0	0	1	214	0	14	0	229	228	468
2006	0	1	0	0	1	209	0	15	0	225	223	587
2007	0	1	0	0	1	204	0	18	0	222	220	695
2008	0	2	0	0	2	200	0	19	0	219	217	792
2009	0	2	0	0	2	196	0	19	0	215	213	879
2010	0	2	0	0	2	192	0	21	0	212	211	957
2011	0	2	0	0	2	188	0	22	0	210	208	1,029
2012	0	2	0	0	2	184	0	24	0	208	206	1,093
2013	0	2	0	0	2	180	0	27	0	207	205	1,151
2014	0	2	0	0	2	176	0	30	0	206	205	1,205
2015	0	2	0	0	2	173	0	26	0	199	197	1,252
2016	0	2	0	0	2	169	0	27	0	196	195	1,294
2017	0	2	0	0	2	166	0	29	0	194	192	1,333
2018	0	2	0	0	2	163	0	30	0	193	191	1,367
2019	0	2	0	0	2	162	0	31	0	193	191	1,399
2020	0	2	0	0	2	162	0	32	0	194	191	1,428
2021	0	2	0	0	2	162	0	32	0	194	192	1,455
2022	0	2	0	0	2	162	0	33	0	195	193	1,480
2023	0	2	0	0	2	162	0	34	0	196	194	1,502
2024	0	2	0	0	2	162	0	35	0	197	195	1,523
2025	0	2	0	0	2	163	0	36	0	199	196	1,542
2026	0	2	0	0	2	163	0	37	0	200	198	1,560
2027	0	3	0	0	3	164	0	38	0	202	199	1,576
2028	0	3	0	0	3	164	0	39	0	203	201	1,591
NOMINAL	0	55	10	0	65	4,685	0	737	0	5,422	5,357	
NPV:	0	18	10	0	28	1,423	0	196	0	1,619	1,591	

Discount Rate 9.37% Benefit/Cost Ratio - [col (11)/col (6)]: 58.7

PARTICIPANT COSTS AND BENEFITS
PROGRAM: Industrial Load Management

(1) YEAR	(2) SAVINGS IN PARTICIPANTS BILL $(000)	(3) TAX CREDITS $(000)	(4) UTILITY REBATES $(000)	(5) OTHER BENEFITS $(000)	(6) TOTAL BENEFITS $(000)	(7) CUSTOMER EQUIPMENT COSTS $(000)	(8) CUSTOMER O & M COSTS $(000)	(9) OTHER COSTS $(000)	(10) TOTAL COSTS $(000)	(11) NET BENEFITS $(000)	(12) CUMULATIVE DISCOUNTED NET BENEFITS $(000)
1999	7	0	61	0	68	10	0	0	10	58	58
2000	15	0	122	0	136	0	0	0	0	136	183
2001	15	0	122	0	137	0	0	0	0	137	297
2002	15	0	122	0	137	0	0	0	0	137	402
2003	15	0	122	0	137	0	0	0	0	137	498
2004	16	0	122	0	138	0	0	0	0	138	585
2005	16	0	122	0	137	0	0	0	0	137	666
2006	16	0	122	0	138	0	0	0	0	138	739
2007	16	0	122	0	138	0	0	0	0	138	807
2008	17	0	122	0	139	0	0	0	0	139	869
2009	17	0	122	0	139	0	0	0	0	139	926
2010	18	0	122	0	140	0	0	0	0	140	978
2011	19	0	122	0	140	0	0	0	0	140	1,026
2012	19	0	122	0	141	0	0	0	0	141	1,070
2013	20	0	122	0	141	0	0	0	0	141	1,110
2014	20	0	122	0	142	0	0	0	0	142	1,147
2015	21	0	122	0	143	0	0	0	0	143	1,181
2016	22	0	122	0	143	0	0	0	0	143	1,212
2017	22	0	122	0	144	0	0	0	0	144	1,241
2018	23	0	122	0	145	0	0	0	0	145	1,267
2019	24	0	122	0	145	0	0	0	0	145	1,292
2020	24	0	122	0	146	0	0	0	0	146	1,314
2021	25	0	122	0	146	0	0	0	0	146	1,334
2022	25	0	122	0	147	0	0	0	0	147	1,353
2023	26	0	122	0	147	0	0	0	0	147	1,370
2024	26	0	122	0	148	0	0	0	0	148	1,386
2025	27	0	122	0	149	0	0	0	0	149	1,400
2026	27	0	122	0	149	0	0	0	0	149	1,414
2027	28	0	122	0	150	0	0	0	0	150	1,426
2028	29	0	122	0	150	0	0	0	0	150	1,437
NOMINAL	609	0	3,591	0	4,200	10	0	0	10	4,190	
NPV:	184	0	1,263	0	1,447	10	0	0	10	1,437	

In service year of gen unit: 2003
Discount rate: 9.37%

RATE IMPACT TEST
PROGRAM: Industrial Load Management

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
YEAR	INCREASED SUPPLY COSTS $(000)	UTILITY PROGRAM COSTS $(000)	INCENTIVES $(000)	REVENUE LOSSES $(000)	OTHER COSTS $(000)	TOTAL COSTS $(000)	AVOIDED GEN UNIT UNIT & FUEL BENEFITS $(000)	AVOIDED T & D BENEFITS $(000)	REVENUE GAINS $(000)	OTHER BENEFITS $(000)	TOTAL BENEFITS $(000)	NET BENEFITS TO ALL CUSTOMERS $(000)	CUMULATIVE DISCOUNTED NET BENEFIT $(000)
1999	0	2	61	3	0	66	5	0	0	0	5	(61)	(61)
2000	0	1	122	6	0	129	13	0	0	0	13	(116)	(167)
2001	0	1	122	6	0	129	12	0	0	0	12	(117)	(265)
2002	0	1	122	6	0	129	12	0	0	0	12	(117)	(354)
2003	0	1	122	6	0	129	238	0	0	0	238	109	(277)
2004	0	1	122	6	0	129	234	0	0	0	234	105	(210)
2005	0	1	122	6	0	129	229	0	0	0	229	100	(152)
2006	0	1	122	6	0	129	225	0	0	0	225	95	(101)
2007	0	1	122	6	0	129	222	0	0	0	222	93	(56)
2008	0	2	122	6	0	129	219	0	0	0	219	90	(16)
2009	0	2	122	6	0	130	215	0	0	0	215	85	19
2010	0	2	122	6	0	130	212	0	0	0	212	83	50
2011	0	2	122	6	0	130	210	0	0	0	210	80	77
2012	0	2	122	6	0	130	208	0	0	0	208	78	101
2013	0	2	122	7	0	130	207	0	0	0	207	77	123
2014	0	2	122	7	0	130	206	0	0	0	206	76	143
2015	0	2	122	7	0	130	199	0	0	0	199	69	160
2016	0	2	122	7	0	130	196	0	0	0	196	66	174
2017	0	2	122	7	0	130	194	0	0	0	194	64	187
2018	0	2	122	7	0	131	193	0	0	0	193	62	198
2019	0	2	122	7	0	131	193	0	0	0	193	62	208
2020	0	2	122	7	0	131	194	0	0	0	194	63	218
2021	0	2	122	7	0	131	194	0	0	0	194	63	227
2022	0	2	122	7	0	131	195	0	0	0	195	64	235
2023	0	2	122	7	0	131	196	0	0	0	196	65	243
2024	0	2	122	7	0	131	197	0	0	0	197	66	250
2025	0	2	122	7	0	131	199	0	0	0	199	67	256
2026	0	2	122	7	0	132	200	0	0	0	200	68	262
2027	0	3	122	8	0	132	202	0	0	0	202	70	268
2028	0	3	122	8	0	132	203	0	0	0	203	71	273
NOMINAL	0	55	3,591	195	0	3,841	5,422	0	0	0	5,422	1,581	
NPV:	0	18	1,263	65	0	1,345	1,619	0	0	0	1,619	273	

Discount rate: 9.37% Benefit/Cost Ratio - [col (12)/col (7)]: 1.20

Exhibit “B”

Credit Establishment for GSLM-2 & GSLM-3

The contracted credit value under the GSLM-2 or GSLM-3 riders will be determined in the manner described below:

1) The contracted credit value will be adjusted once each calendar year.

2) Since the riders are a demand side management (DSM) program similar to other load management programs, the credit must be cost-effective based on the Rate Impact Measure (RIM) test calculation methodology required in Rule 25-17.008, F.A.C.

3) The timeline to establish each annual contacted credit value will be governed by the company's overall business planning process. That process is as follows:

    a) The Ten Year Site Plan (TYSP) identifying the company's expansion plan and next appropriate avoided unit for DSM evaluations will be published by April 1 of each year.

    b) During the subsequent three months, the cost-effectiveness evaluation of each DSM program will occur. The GSLM-2 & GSLM-3 riders will become a part of that evaluation process.

    c) The appropriate credit for the riders will be established by utilizing a Benefit Cost Ratio threshold of 1.2.

    d) As a part of the annual Energy Conservation Cost Recovery (ECCR) Projection Filing, the company will petition the FPSC for changes to the GSLM-2 & GSLM-3 contracted credit value.

    e) Approval of petitioned changes will occur at the annual November ECCR Hearing with credit implementation effective January 1 of the following year.

4) The contracted credit value so established will be valid for new customers or existing customers desiring to renew for a new 36 month term, during that current calendar year.

5) A change in contracted credit value in a subsequent year will not change the billable credit to any existing GSLM-2 of GSLM-3 customer unless their 36 month term has run out or they request a new 36 month term prior to the expiration of their existing 36 month term.

Exhibit “C”

GENERAL SERVICE
INDUSTRIAL LOAD MANAGEMENT RIDER

SCHEDULE: GSLM-2

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

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

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

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

Additional Customer Charges:
$200.00

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

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

Continued to Sheet No. 3.215

Continued from Sheet No. 3.210

TERM OF SERVICE: The Initial Term of service under this rider, as described in the Tariff Agreement for the Purchase of Industrial Load Management Rider Service, shall be 36 months, the term shall be automatically extended after the end of the Initial Term subject to the notice requirement. In addition to committing to take service for an Initial Term of 36 months, the customer is required to give the Company prior written notice of desire to cease service under this rider of at least 36 months. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice.

OPTIONAL PROVISION: Any customer served under this rider may elect to have the Company minimize interruptions through the procedure described below. Such election must be made in writing to the Company and shall remain in effect until such time that the Company is notified in writing that the customer no longer desires that such procedure be employed by the Company.

> **Procedure:** During periods when the Company would otherwise interrupt customers served under this rider, the Company will attempt to purchase sufficient energy from other systems to prevent, in whole or in part, such interruptions. The customer agrees that whenever the Company is successful in making such purchases, the customer will pay, as part of its monthly service bill, an extra charge per kilowatt-hour for each kilowatt-hour consumed during the time of such purchase. The extra charge per kilowatt-hour shall be the amount per kilowatt-hour paid to the outside source less the amount per kilowatt-hour otherwise billed under this rider, plus 2 mills ($0.002) per kilowatt-hour.

PENALTY CLAUSE FOR TRANSFER WITHOUT FULL NOTICE: The Company may permit transfer to firm service without full notice upon satisfaction of the initial term of service and upon a determination by the Company that there is sufficient capacity to provide firm service to the customer. Any customer allowed to cease taking interruptible service under this rider without giving full notice shall pay a charge amounting to the value of the credits given for the period of time immediately prior to the changeover that is equal to the period that the changeover will be less than the required notice period.

This penalty may be waived by the Company if the following two conditions can be demonstrated:

1) The customer has been on the interruptible service for at least 36 months; and
2) There will be no adverse effect to existing firm customers or the Company's generation expansion plan.

Continued to Sheet No. 3.220

Continued from Sheet No. 3.215

SPECIAL PROVISIONS:

1. At the option of the Company, the customer may specify upon taking service that the interruptible load provisions of this rider be applicable only to a designated portion of the customer's load which shall be submetered, using a company approved submetering device for purposes of this rider, and the submetered values utilized to produce the billing determinants used in calculation of the credits provided for under this rider. During the term of service, the customer may request and the Company, subject to the penalty clause for transfer without full notice, may permit conversion of additional interruptible load to firm service.

2. The Company reserves the right to test the provisions of this rider once per year if there has not been occasion during the previous 12 months when the Company initiated an interruption. The Company shall give reasonable advance notice of any test to customers served under this rider.

3. When the customer increases the load served under this rider such that the Company must change out or increase the facilities installed for the specific use of the customer under this rider, a new Term of Service may be required under this rider at the option of the Company.

4. Customers requesting service under this rider will be accepted under a first-come, first-served basis subject to the opening of subscription load or for transfer from existing IS tariffs. An annual calculation of assessment of need to open up new subscription load under this rider shall be prepared and filed at the FPSC each year which shall establish, subject to FPSC approval, the CCV for the Standard Offer of New Interruptible Load.

5. When the customer's Initial Term of service runs out, that customer shall have a new CCV applied then for a new 36 month period. The credit applied shall be the one on file at that time at the FPSC. At any time, at the customer's discretion, the customer may request a new 36 month commitment whereupon their CCV shall be changed to the one then on file at the FPSC and a new Initial Term of 36 months shall be established.

Continued to Sheet No. 3.225

Continued from Sheet No. 3.220

6. Any "Essential Needs" load of the customer must be furnished through a separate meter. "Essential Needs" for purposes of this provision include but are not limited to any customer electrical load(s) which are required by any local, state or federal law, statute or code to have emergency equipment to serve such load(s). Service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster.

7. All specific equipment required to provide service to the customer under this rider, including but not limited to the interrupting switch, relays, additional metering, communication equipment, etc., shall be paid for before initiating service by the customer. The customer may request the company to furnish such specific equipment, subject to the customer entering into a Facilities Rental Agreement for such equipment.

GENERAL SERVICE
INDUSTRIAL STANDBY AND SUPPLEMENTAL LOAD MANAGEMENT RIDER

SCHEDULE: GSLM-3

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

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

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

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

Additional Customer Charges:
$200.00

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

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

Continued to Sheet No. 3.235

Continued from Sheet No. 3.230

The Power Supply Reservation Credit (i.e., the monthly charge) is the product of 12% of the Contract Interruptible Credit (set forth in the Supplemental Tariff Agreement for the Purchase of Industrial Standby and Supplemental Load Management Rider Service) and the monthly Standby Demand. This credit is not adjusted for Billing Load Factor.

The Power Supply Demand Credit (i.e., the daily charge) is the product of 4.76% of the Contract Interruptible Credit (set forth in the Supplemental Tariff Agreement for the Purchase of Industrial Standby and Supplemental Load Management Rider Service) and the monthly Actual Standby Billing Demand. This credit is not adjusted for Billing Load Factor.

TERM OF SERVICE: The Initial Term of service under this rider, as described in the Supplemental Tariff Agreement for the Purchase of Industrial Standby and Supplemental Load Management Rider Service, shall be 36 months, the term shall be automatically extended after the end of the Initial Term subject to the notice requirement. In addition to committing to take service for an Initial Term of 36 months, the customer is required to give the Company prior written notice of desire to cease service under this rider of at least 36 months. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice.

OPTIONAL PROVISION: Any customer served under this rider may elect to have the Company minimize interruptions through the procedure described below. Such election must be made in writing to the Company and shall remain in effect until such time that the Company is notified in writing that the customer no longer desires that such procedure be employed by the Company.

> **Procedure:** During periods when the Company would otherwise interrupt customers served under this rider, the Company will attempt to purchase sufficient energy from other systems to prevent, in whole or in part, such interruptions. The customer agrees that whenever the Company is successful in making such purchases, the customer will pay, as part of its monthly service bill, an extra charge per kilowatt-hour for each kilowatt-hour consumed during the time of such purchase. The extra charge per kilowatt-hour shall be the amount per kilowatt-hour paid to the outside source less the amount per kilowatt-hour otherwise billed under this rider, plus 2 mills ($0.002) per kilowatt-hour.

PENALTY CLAUSE FOR TRANSFER WITHOUT FULL NOTICE: The Company may permit transfer to firm service without full notice upon satisfaction of the initial term of service and upon a determination by the Company that there is sufficient capacity to provide firm service to the customer. Any customer allowed to cease taking interruptible service under this rider without giving full notice shall pay a charge amounting to the value of the credits given for the period of time immediately prior to the changeover that is equal to the period that the changeover will be less than the required notice period.

Continued to Sheet No. 3.240

Continued from Sheet No. 3.235

This penalty may be waived by the Company if the following two conditions can be demonstrated:

1) The customer has been on the rider for 36 months; and
2) There will be no adverse effect to existing firm customers or the Company's generation expansion plan.

SPECIAL PROVISIONS:

1. At the option of the Company, the customer may specify upon taking service that the interruptible load provisions of this rider be applicable only to a designated portion of the customer's load which shall be submetered, using a company approved submetering device for purposes of this rider, and the submetered values utilized to produce the billing determinants used in calculation of the credits provided for under this rider. During the term of service, the customer may request and the Company, subject to the penalty clause for transfer without full notice, may permit conversion of additional interruptible load to firm service.

2. The Company reserves the right to test the provisions of this rider once per year if there has not been occasion during the previous 12 months when the Company initiated an interruption. The Company shall give reasonable advance notice of any test to customers served under this rider.

3. When the customer increases the load served under this rider such that the Company must change out or increase the facilities installed for the specific use of the customer under this rider, a new Term of Service may be required under this rider at the option of the Company.

4. Customers requesting service under this rider will be accepted under a first-come, first-served basis subject to the opening of subscription load. An annual calculation of assessment of need to open up new subscription load under this rider shall be prepared and filed at the FPSC each year which shall establish, subject to FPSC approval, the CCV for the Standard Offer of New Interruptible Load.

Continued to Sheet No. 3.245

Continued from Sheet No. 3.240

5. When the customer's Initial Term of service runs out, that customer shall have a new CCV applied then for a new 36 month period. The credit applied shall be the one on file at that time at the FPSC. At any time, at the customer's discretion, the customer may request a new 36 month commitment whereupon their CCV shall be changed to the one then on file at the FPSC and a new Initial Term of 36 months shall be established.

6. Any "Essential Needs" load of the customer must be furnished through a separate meter. "Essential Needs" for purposes of this provision include but are not limited to any customer electrical load(s) which are required by any local, state or federal law, statute or code to have emergency equipment to serve such load(s). Service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster.

7. All specific equipment required to provide service to the customer under this rider, including but not limited to the interrupting switch, relays, additional metering, communication equipment, etc., shall be paid for before initiating service by the customer. The customer may request the company to furnish such specific equipment, subject to the customer entering into a Facilities Rental Agreement for such equipment.

TARIFF AGREEMENT FOR THE PURCHASE OF INDUSTRIAL LOAD MANAGEMENT RIDER SERVICE

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

WITNESSETH:

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 an applicable general service rate schedule (e.g., GSD, GSDT, GSLD or GSLDT) and the Industrial Load Management Rider GSLM-2 (attached as Exhibit "A"), as currently approved by the Florida Public Service Commission (hereinafter referred to as the FPSC) or as said rate schedules or rider may be modified in the future and approved by the FPSC.

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

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

Continued to Sheet No. 7.151

Continued from Sheet No. 7.150

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

5. Once a new Customer qualifies for rider GSLM-2, and has executed this Agreement, necessary engineering will be performed, interrupting and other necessary equipment will be ordered, and an installation date will be scheduled. The period of time for commencing service shall not exceed six months from the date this Agreement is executed.

Term of Agreement

6. The Initial Term of the Agreement shall be 36 months. The Customer is required to give the Company 36 months notice in advance of discontinuing service under the GSLM-2 rider, 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 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.

7. The Company may terminate this Agreement at any time for the Customer's failure to comply with the terms and conditions of GSLM-2 or this Agreement. Such termination will only affect the application of the GSLM-2 rider. Prior to any such termination, the Company shall notify the Customer at least 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-2.

Continued to Sheet No. 7.152

Continued from Sheet No. 7.151

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

Contract Interruptible Credit

9. A Contract Interruptible Credit of ________ $/kW/mo. shall apply during the Initial Term of this agreement. The credit shall be revised subject to paragraph five above or at any time that the Customer requests to re-establish a new 36 month Initial Term. When the credit is reset, it shall be reset at the level then on file at the FPSC.

Third Party Power Purchases

10. The Customer authorizes the Company to purchase third party power on its behalf when such power is available from others during generation deficiency periods. This procedure may minimize unscheduled interruptions. Purchases will be in accordance with the "optional provision section" of GSLM-2 (Exhibit "A").

11. 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

12. The Customer agrees to provide space for the installation of the Company's communication 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. 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.

Continued to Sheet No. 7.153

Continued from Sheet No. 7.152

13. Prior to the Customer's receiving service under Schedule GSLM-2, 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 control 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.

14. 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 and/or submetering 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.

15. Except as provided for in paragraph sixteen 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. Any modification(s) to this agreement or Exhibit "B" must be approved, in writing, by the Company and the Customer.

16. This agreement incorporates by reference the terms of the tariff filed with the FPSC by the Company, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

17. 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.

Continued to Sheet No. 7.154

Continued from Sheet No. 7.153

18. 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 FPSC, 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:

____
(Customer)

______________________________ by:______________________________

______________________________ Its______________________________

Attest:______________________________

Witnesses: Tampa Electric Company

____

______________________________ by:______________________________

Its______________________________

Attest:______________________________

TARIFF AGREEMENT FOR THE PURCHASE OF STANDBY AND SUPPLEMENTAL SERVICE

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

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

WITNESSETH:

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

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

1. The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of rate schedule ____ (SBF or SBFT), as currently approved by the Florida Public Service Commission (hereinafter called the Commission) or as said rate schedule may be modified in the future and approved by the Commission.

The Customer further agrees to abide by all applicable requirements of said rate schedule. A copy of the Company's presently approved rate schedule ____ (SBF or SBFT) is attached hereto as Exhibit "A" and made part hereof.

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

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

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

This supplemental agreement is made and entered into this _______ day of _______________, by and between ____

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

WITNESSETH:

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

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

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

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

Continued to Sheet No. 7.626

Continued from Sheet No. 7.625

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

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

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

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

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

<u>Term of Agreement</u>

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

Continued to Sheet No. 7.627

Continued from Sheet No. 7.626

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.

7. The Company may terminate this Agreement at any time for the Customer's failure to comply with the terms and conditions of GSLM-3 or this Agreement. Such termination will only affect the application of the GSLM-3 rider. Prior to any such termination, the Company shall notify the Customer at least 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-3.

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

<u>Contract Interruptible Credit</u>

9. A Contracted Credit Value (CCV) of ________ $/kW/mo. shall apply during the initial term of this agreement. The CCV shall be revised subject to paragraph five above or at any time that the Customer requests to re-establish a new 36 month Initial Term. When the CCV is reset, it shall be reset at the level then on file at the FPSC.

<u>Third Party Power Purchases</u>

10. The Customer authorizes the Company to purchase third party power on its behalf when such power is available from others during generation deficiency periods. This procedure may minimize unscheduled interruptions. Purchases will be in accordance with the "optional provision section" of GSLM-3 (Exhibit "B").

Continued to Sheet No. 7.628

Continued from Sheet No. 7.627

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

Other Provisions

12. The Customer agrees to provide space for the installation of the Company's communication 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. 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.

13. Prior to the Customer's receiving service under Schedule GSLM-3, 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 control 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.

14. 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 and/or submetering 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.

15. Except as provided for in paragraph sixteen 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.

Continued to Sheet No. 7.629

Continued from Sheet No. 7.628

This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. Any modification(s) to this agreement or Exhibit "C" must be approved, in writing, by the Company and the Customer.

16. This Agreement incorporates by reference the terms of the tariff filed with the FPSC by the Company, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

17. 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.

18. 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 FPSC, 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 "B" and attached hereto.

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

Witnesses:

____

____

____
(Customer)

by:________________

Its________________

Attest:________________

Witnesses:

____

____

Tampa Electric Company

by:________________

Its________________

Attest:________________

FACILITIES RENTAL AGREEMENT

This Agreement is made this ______________ day of __________, ____, by and between ____________________________ (hereinafter called the "Customer"), located at ____________________________ in ______________, Florida, and Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Customer has requested to rent from the Company certain facilities consisting in summary of ____

(hereinafter collectively called the "Facilities") located at ______________________

for the purpose of ____

and

WHEREAS, the Company is willing to rent such Facilities upon the terms and conditions specified herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto set forth, the parties hereto covenant and agree as follows:

1. The Company will provide, install or otherwise make available, own, operate and maintain the Facilities described in this Agreement.

2. As consideration for furnishing the Facilities, the Customer shall pay to the Company a monthly rental charge. The monthly rental charge shall be calculated by multiplying the in-place value of the Facilities, determined pursuant to Paragraphs 3 and 4 of this Agreement, by the applicable Monthly Rent Factor set forth in Tariff Sheet No. 7.765 (Appendix A), which is attached to and made a part of this Agreement, or any successor or substitute schedule which may become effective by filing with or otherwise approved by the Florida Public Service Commission (hereinafter called the "Commission"). Based on the in-place value of the Facilities and the Monthly Rental Factor in effect at the initiation of this Agreement,

Continued to Sheet No. 7.761

Continued from Sheet No. 7.760

the monthly charge for the rental of Facilities is $________. This monthly rental charge may change from time to time upon modification of either or both the Monthly Rental Factor set forth on Tariff Sheet No. 7.765 (Appendix A), (or any successor or substitute schedule) or the in-place value of the Facilities in accordance with Paragraph 4.

3. The initial in-place value of the Facilities is ________. This initial in-place value of the Facilities is based upon the agreed replacement cost of the Facilities, as set forth on Tariff Sheet No. 7.770 (Appendix B), which is attached to and made part of this Agreement. Regardless of the initial in-place value of the Facilities shown on Appendix B; the in-place value of the Facilities may change consistent with the terms and conditions of Paragraph 4.

4. Changes in the in-place value of Facilities shall alter the monthly rental charges calculated pursuant to and shown in Paragraph 2 and shall be recognized in the calculation of the Termination Fee specified in Paragraph 5; however, changes in the in-place value of the Facilities shall not otherwise alter the terms of this Agreement. Changes in the in-place value of the Facilities shall be made as follows:

   a. When mutually agreed, additional Facilities (hereinafter called "Additional Facilities") may be installed and the in-place value set forth in Paragraph 3 shall be increased by the installed cost of the Additional Facilities.

   b. When mutually agreed, a portion of the Facilities or Additional Facilities may be removed and the in-place value set forth in Paragraph 3 shall be adjusted to reflect such removal. The Company may require a contribution by the customer to compensate for the undepreciated portion of the Facilities or Additional Facilities to be removed, less salvage, plus removal costs.

   c. When requested by the Customer, and when mutually agreed, the Facilities or Additional Facilities may be modified by the Company. The in-place value set forth in Paragraph 3 will be adjusted in accordance with the procedures stated in 4a and 4b above.

Continued to Sheet No. 7.762

Continued from Sheet No. 7.761

d. When the Facilities or Additional Facilities are replaced or modified at the Company's option, no change in the in-place value will be made.

5. The term of this Agreement shall be 20 years; however, either the Company or the Customer may terminate this Agreement upon 90 days advance written notice. If the Customer ceases to receive its electrical energy requirements from the Company or chooses to terminate this Agreement for any other reason, it shall be responsible for, and shall pay to the Company a Termination Fee calculated in accordance with Tariff Sheet No. 7.765, set forth as Appendix A, as currently approved or as may be modified from time to time by the Commission.

6. On the Termination of this Agreement, or in the event that the Customer fails to make rental payments in a timely fashion, then and in each of those events, at the option of the Company, the Facilities may be removed by the Company and removal costs may be charged.

7. This Agreement may be assigned only with the prior writen consent of the Company.

8. The Company is hereby granted an easement over the premises upon which the equipment is to be installed for ingress and egress and for installation, inspection, maintenance, and removal of the Company's equipment. In no event shall the Customer, or anyone acting under the authority of the Customer, place upon or attach to any of the Company's equipment any sign or device of any nature whatsoever, or place, install or permit to exist, anything, including trees or shrubbery, in such close proximity to the Company's equipment as to interfere with such equipment or tend to create a dangerous condition. The Company is hereby granted the right to forthwith remove anything placed, installed or existing in violation of this paragraph.

9. This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained and, when duly executed, this Agreement constitutes the entire Agreement between the parties hereto.

Continued to Sheet No. 7.763

Continued from Sheet No. 7.762

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

Witnesses for the Customer:

____

____

Customer

By _______________________

Title _______________________

Attest _______________________

Title _______________________

Witnesses for the Company:

____

____

Tampa Electric Company

By _______________________

Title _______________________

APPENDIX A

Long-Term Facilities

Monthly Rental and Termination Factors

The Monthly Rental factor to be applied to the in-place value of the facilities as identified in the Long-Term Agreement is 1.32% per month plus applicable taxes.

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

Year Agreement is Terminated	Termination Factors %
1	2.9
2	5.6
3	8.2
4	10.5
5	12.7
6	14.6
7	16.3
8	17.7
9	18.8
10	19.5
11	19.9
12	19.9
13	19.4
14	18.5
15	17.0
16	15.0
17	12.3
18	9.0
19	4.9
20	0.0

APPENDIX B

Description of Rented Facilities

Exhibit "D"

GENERAL SERVICE
INDUSTRIAL LOAD MANAGEMENT RIDER

SCHEDULE: GSLM-2

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

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

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

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

Additional Customer Charges:
$200.00

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

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

~~RESERVED FOR FUTURE USE~~

Continued to Sheet No. 3.215

Continued from Sheet No. 3.210

TERM OF SERVICE: The Initial Term of service under this rider, as described in the Tariff Agreement for the Purchase of Industrial Load Management Rider Service, shall be 36 months, the term shall be automatically extended after the end of the Initial Term subject to the notice requirement. In addition to committing to take service for an Initial Term of 36 months, the customer is required to give the Company prior written notice of desire to cease service under this rider of at least 36 months. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice.

OPTIONAL PROVISION: Any customer served under this rider may elect to have the Company minimize interruptions through the procedure described below. Such election must be made in writing to the Company and shall remain in effect until such time that the Company is notified in writing that the customer no longer desires that such procedure be employed by the Company.

> **Procedure:** During periods when the Company would otherwise interrupt customers served under this rider, the Company will attempt to purchase sufficient energy from other systems to prevent, in whole or in part, such interruptions. The customer agrees that whenever the Company is successful in making such purchases, the customer will pay, as part of its monthly service bill, an extra charge per kilowatt-hour for each kilowatt-hour consumed during the time of such purchase. The extra charge per kilowatt-hour shall be the amount per kilowatt-hour paid to the outside source less the amount per kilowatt-hour otherwise billed under this rider, plus 2 mills ($0.002) per kilowatt-hour.

PENALTY CLAUSE FOR TRANSFER WITHOUT FULL NOTICE: The Company may permit transfer to firm service without full notice upon satisfaction of the initial term of service and upon a determination by the Company that there is sufficient capacity to provide firm service to the customer. Any customer allowed to cease taking interruptible service under this rider without giving full notice shall pay a charge amounting to the value of the credits given for the period of time immediately prior to the changeover that is equal to the period that the changeover will be less than the required notice period.

This penalty may be waived by the Company if the following two conditions can be demonstrated:

1) The customer has been on the interruptible service for at least 36 months; and
2) There will be no adverse effect to existing firm customers or the Company's generation expansion plan.

Continued to Sheet No. 3.220

Continued from Sheet No. 3.215

SPECIAL PROVISIONS:

1. At the option of the Company, the customer may specify upon taking service that the interruptible load provisions of this rider be applicable only to a designated portion of the customer's load which shall be submetered, using a company approved submetering device for purposes of this rider, and the submetered values utilized to produce the billing determinants used in calculation of the credits provided for under this rider. During the term of service, the customer may request and the Company, subject to the penalty clause for transfer without full notice, may permit conversion of additional interruptible load to firm service.

2. The Company reserves the right to test the provisions of this rider once per year if there has not been occasion during the previous 12 months when the Company initiated an interruption. The Company shall give reasonable advance notice of any test to customers served under this rider.

3. When the customer increases the load served under this rider such that the Company must change out or increase the facilities installed for the specific use of the customer under this rider, a new Term of Service may be required under this rider at the option of the Company.

4. Customers requesting service under this rider will be accepted under a first-come, first-served basis subject to the opening of subscription load or for transfer from existing IS tariffs. An annual calculation of assessment of need to open up new subscription load under this rider shall be prepared and filed at the FPSC each year which shall establish, subject to FPSC approval, the CCV for the Standard Offer of New Interruptible Load.

5. When the customer's Initial Term of service runs out, that customer shall have a new CCV applied then for a new 36 month period. The credit applied shall be the one on file at that time at the FPSC. At any time, at the customer's discretion, the customer may request a new 36 month commitment whereupon their CCV shall be changed to the one then on file at the FPSC and a new Initial Term of 36 months shall be established.

Continued to Sheet No. 3.225

Continued from Sheet No. 3.220

6. Any "Essential Needs" load of the customer must be furnished through a separate meter. "Essential Needs" for purposes of this provision include but are not limited to any customer electrical load(s) which are required by any local, state or federal law, statute or code to have emergency equipment to serve such load(s). Service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster.

7. All specific equipment required to provide service to the customer under this rider, including but not limited to the interrupting switch, relays, additional metering, communication equipment, etc., shall be paid fro before initiating service by the customer. The customer may request the company to furnish such specific equipment, subject to the customer entering into a Facilities Rental Agreement for such equipment.

GENERAL SERVICE
INDUSTRIAL STANDBY AND SUPPLEMENTAL LOAD MANAGEMENT RIDER

SCHEDULE: GSLM-3

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

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

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

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

Additional Customer Charges:
$200.00

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

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

Continued to Sheet No. 3.235

Continued from Sheet No. 3.230

The Power Supply Reservation Credit (i.e., the monthly charge) is the product of 12% of the Contract Interruptible Credit (set forth in the Supplemental Tariff Agreement for the Purchase of Industrial Standby and Supplemental Load Management Rider Service) and the monthly Standby Demand. This credit is not adjusted for Billing Load Factor.

The Power Supply Demand Credit (i.e., the daily charge) is the product of 4.76% of the Contract Interruptible Credit (set forth in the Supplemental Tariff Agreement for the Purchase of Industrial Standby and Supplemental Load Management Rider Service) and the Monthly Actual Standby Billing Demand. This credit is not adjusted for Billing Load Factor.

TERM OF SERVICE: The Initial Term of service under this rider, as described in the Supplemental Tariff Agreement for the Purchase of Industrial Standby and Supplemental Load Management Rider Service, shall be 36 months, the term shall be automatically extended after the end of the Initial Term subject to the notice requirement. In addition to committing to take service for an Initial term of 36 months, the customer is required to give the Company prior written notice of desire to cease service under this rider of at least 36 months. Such notice shall be irrevocable unless the Company and the customer should mutually agree to void the notice.

OPTIONAL PROVISION: Any customer served under this rider may elect to have the Company minimize interruptions through the procedure described below. Such election must be made in writing to the Company and shall remain in effect until such time that the Company is notified in writing that the customer no longer desires that such procedure be employed by the Company.

> **Procedure:** During periods when the Company would otherwise interrupt customers served under this rider, the Company will attempt to purchase sufficient energy from other systems to prevent, in whole or in part, such interruptions. The customer agrees that whenever the Company is successful in making such purchases, the customer will pay, as part of its monthly service bill, an extra charge per kilowatt-hour for each kilowatt-hour consumed during the time of such purchase. The extra charge per kilowatt-hour shall be the amount per kilowatt-hour paid to the outside source less the amount per kilowatt-hour otherwise billed under this rider, plus 2 mills ($0.002) per kilowatt-hour.

PENALTY CLAUSE FOR TRANSFER WITHOUT FULL NOTICE: The Company may permit transfer to firm service without full notice upon satisfaction of the initial term of service and upon a determination by the Company that there is sufficient capacity to provide firm service to the customer. Any customer allowed to cease taking interruptible service under this rider without giving full notice shall pay a charge amounting to the value of the credits given for the period of time immediately prior to the changeover that is equal to the period that the changeover will be less than the required notice period.

Continued to Sheet No. 3.240

Continued from Sheet No. 3.235

This penalty may be waived by the Company if the following two conditions can be demonstrated:

1) The customer has been on the rider for 36 months; and
2) There will be no adverse effect to existing firm customers or the Company's generation expansion plan.

SPECIAL PROVISIONS:

1. At the option of the Company, the customer may specify upon taking service that the interruptible load provisions of this rider be applicable only to a designated portion of the customer's load which shall be submetered, using a company approved submetering device for purposes of this rider, and the submetered values utilized to produce the billing determinants used in calculation of the credits provided for under this rider. During the term of service, the customer may request and the Company, subject to the penalty clause for transfer without full notice, may permit conversion of additional interruptible load to firm service.

2. The Company reserves the right to test the provisions of this rider once per year if there has not been occasion during the previous 12 months when the Company initiated an interruption. The Company shall give reasonable advance notice of any test to customers served under this rider.

3. When the customer increases the load served under this rider such that the Company must change out or increase the facilities installed for the specific use of the customer under this rider, a new Term of Service may be required under this rider at the option of the Company.

4. Customers requesting service under this rider will be accepted under a first-come, first-served basis subject to the opening of subscription load. An annual calculation of assessment of need to open up new subscription load under this rider shall be prepared and filed at the FPSC each year which shall establish, subject to FPSC approval, the CCV for the Standard Offer of New Interruptible Load.

Continued to Sheet No. 3.245

Continued from Sheet No. 3.240

5. When the customer's Initial Term of service runs out, that customer shall have a new CCV applied then for a new 36 month period. The credit applied shall be the one on file at that time at the FPSC. At any time, at the customer's discretion, the customer may request a new 36 month commitment whereupon their CCV shall be changed to the one then on file at the FPSC and a new Initial Term of 36 months shall be established.

6. Any "Essential Needs" load of the customer must be furnished through a separate meter. "Essential Needs" for purposes of this provision include but are not limited to any customer electrical load(s) which are required by any local, state or federal law, statute or code to have emergency equipment to serve such load(s). Service under this rate is not available if all or a part of the customer's load is designated by the appropriate governmental agency for use as a public shelter during periods of emergency or natural disaster.

7. All specific equipment required to provide service to the customer under this rider, including but not limited to the interrupting switch, relays, additional metering, communication equipment, etc., shall be paid for before initiating service by the customer. The customer may request the company to furnish such specific equipment, subject to the customer entering into a Facilities Rental Agreement for such equipment.

TARIFF AGREEMENT FOR THE PURCHASE OF INDUSTRIAL LOAD MANAGEMENT RIDER SERVICE

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

WITNESSETH:

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 an applicable general service rate schedule (e.g., GSD, GSDT, GSLD or GSLDT) and the Industrial Load Management Rider GSLM-2 (attached as Exhibit "A"), as currently approved by the Florida Public Service Commission (hereinafter referred to as the FPSC) or as said rate schedules or rider may be modified in the future and approved by the FPSC.

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

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

Continued to Sheet No. 7.151

Continued from Sheet No. 7.150

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

5. Once a new Customer qualifies for rider GSLM-2, and has executed this Agreement, necessary engineering will be performed, interrupting and other necessary equipment will be ordered, and an installation date will be scheduled. The period of time for commencing service shall not exceed six months from the date this Agreement is executed.

Term of Agreement

6. The Initial Term of the Agreement shall be 36 months. The Customer is required to give the Company 36 months notice in advance of discontinuing service under the GSLM-2 rider, 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 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.

7. The Company may terminate this Agreement at any time for the Customer's failure to comply with the terms and conditions of GSLM-2 or this Agreement. Such termination will only affect the application of the GSLM-2 rider. Prior to any such termination, the Company shall notify the Customer at least 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-2.

Continued to Sheet No. 7.152

Continued from Sheet No. 7.151

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

Contract Interruptible Credit

9. A Contract Interruptible Credit of ________ $/kW/mo. shall apply during the Initial Term of this agreement. The credit shall be revised subject to paragraph five above or at any time that the Customer requests to re-establish a new 36 month Initial Term. When the credit is reset, it shall be reset at the level then on file at the FPSC.

Third Party Power Purchases

10. The Customer authorizes the Company to purchase third party power on its behalf when such power is available from others during generation deficiency periods. This procedure may minimize unscheduled interruptions. Purchases will be in accordance with the "optional provision section" of GSLM-2 (Exhibit "A").

11. 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

12. The Customer agrees to provide space for the installation of the Company's communication 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. 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.

Continued to Sheet No. 7.153

Continued from Sheet No. 7.152

13. Prior to the Customer's receiving service under Schedule GSLM-2, 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 control 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.

14. 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 and/or submetering 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.

15. Except as provided for in paragraph sixteen 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. Any modification(s) to this agreement or Exhibit "B" must be approved, in writing, by the Company and the Customer.

16. This agreement incorporates by reference the terms of the tariff filed with the FPSC by the Company, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

17. 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.

Continued to Sheet No. 7.154

Continued from Sheet No. 7.153

18. 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 FPSC, 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: ______________________

(Customer)

______________________ by: ______________________

______________________ Its ______________________

Attest: ______________________

Witnesses: Tampa Electric Company

____

______________________ by: ______________________

Its ______________________

Attest: ______________________

TARIFF AGREEMENT FOR THE PURCHASE OF ~~FIRM~~ STANDBY AND SUPPLEMENTAL 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").

WITNESSETH:

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

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

1. The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of rate schedule ____ (SBF or SBFT), as currently approved by the Florida Public Service Commission (hereinafter called the Commission) or as said rate schedule may be modified in the future and approved by the Commission.

The Customer further agrees to abide by all applicable requirements of said rate schedule. A copy of the Company's presently approved rate schedule ____ (SBF or SBFT) is attached hereto as Exhibit "A" and made part hereof.

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

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

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

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

WITNESSETH:

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

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

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

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

Continued to Sheet No. 7.626

Continued from Sheet No. 7.625

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

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

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

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

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

<u>Term of Agreement</u>

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

Continued to Sheet No. 7.627

Continued from Sheet No. 7.626

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.

7. The Company may terminate this Agreement at any time for the Customer's failure to comply with the terms and conditions of GSLM-3 or this Agreement. Such termination will only affect the application of the GSLM-3 rider. Prior to any such termination, the Company shall notify the Customer at least 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-3.

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

Contract Interruptible Credit

9. A Contracted Credit Value (CCV) of ________ $/kW/mo. shall apply during the initial term of this agreement. The CCV shall be revised subject to paragraph five above or at any time that the Customer requests to re-establish a new 36 month Initial Term. When the CCV is reset, it shall be reset at the level then on file at the FPSC.

Third Party Power Purchases

10. The Customer authorizes the Company to purchase third party power on its behalf when such power is available from others during generation deficiency periods. This procedure may minimize unscheduled interruptions. Purchases will be in accordance with the "optional provision section" of GSLM-3 (Exhibit "B").

Continued to Sheet No. 7.628

Continued from Sheet No. 7.627

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

Other Provisions

12. The Customer agrees to provide space for the installation of the Company's communication 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. 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.

13. Prior to the Customer's receiving service under Schedule GSLM-3, 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 control 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.

14. 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 and/or submetering 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.

15. Except as provided for in paragraph sixteen 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.

Continued to Sheet No. 7.629

Continued from Sheet No. 7.628

This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. Any modification(s) to this agreement or Exhibit "C" must be approved, in writing, by the Company and the Customer.

16. This Agreement incorporates by reference the terms of the tariff filed with the FPSC by the Company, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

17. 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.

18. 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 FPSC, 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 "B" and attached hereto.

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

Witnesses:	______________________
	(Customer)
______________________	by: ______________________
______________________	Its ______________________
	Attest: ______________________
Witnesses:	Tampa Electric Company
______________________	
______________________	by: ______________________
	Its ______________________
	Attest: ______________________

FACILITIES RENTAL AGREEMENT

This Agreement is made this __________ day of __________, ____, by and between ____________________ (hereinafter called the "Customer"), located at ____________________ in __________, Florida, and Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Customer has requested to rent from the Company certain facilities consisting in summary of ______________________________ ______________________________ (hereinafter collectively called the "Facilities") located at ______________________________ ______________________________ for the purpose of ______________________________ ______________________________ and

WHEREAS, the Company is willing to rent such Facilities upon the terms and conditions specified herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto set forth, the parties hereto covenant and agree as follows:

1. The Company will provide, install or otherwise make available, own, operate and maintain the Facilities described in this Agreement.

2. As consideration for furnishing the Facilities, the Customer shall pay to the Company a monthly rental charge. The monthly rental charge shall be calculated by multiplying the in-place value of the Facilities, determined pursuant to Paragraphs 3 and 4 of this Agreement, by the applicable Monthly Rent Factor set forth in Tariff Sheet No. 7.765 (Appendix A), which is attached to and made a part of this Agreement, or any successor or substitute schedule which may become effective by filing with or otherwise approved by the Florida Public Service Commission (hereinafter called the "Commission"). Based on the in-place value of the Facilities and the Monthly Rental Factor in effect at the initiation of this Agreement,

Continued to Sheet No. 7.761

Continued from Sheet No. 7.760

the monthly charge for the rental of Facilities is $________. This monthly rental charge may change from time to time upon modification of either or both the Monthly Rental Factor set forth on Tariff Sheet No. 7.765 (Appendix A), (or any successor or substitute schedule) or the in-place value of the Facilities in accordance with Paragraph 4.

3. The initial in-place value of the Facilities is ________. This initial in-place value of the Facilities is based upon the agreed replacement cost of the Facilities, as set forth on Tariff Sheet No. 7.770 (Appendix B), which is attached to and made part of this Agreement. Regardless of the initial in-place value of the Facilities shown on Appendix B, the in-place value of the Facilities may change consistent with the terms and conditions of Paragraph 4.

4. Changes in the in-place value of Facilities shall alter the monthly rental charges calculated pursuant to and shown in Paragraph 2 and shall be recognized in the calculation of the Termination Fee specified in Paragraph 5; however, changes in the in-place value of the Facilities shall not otherwise alter the terms of this Agreement. Changes in the in-place value of the Facilities shall be made as follows:

   a. When mutually agreed, additional Facilities (hereinafter called "Additional Facilities") may be installed and the in-place value set forth in Paragraph 3 shall be increased by the installed cost of the Additional Facilities.

   b. When mutually agreed, a portion of the Facilities or Additional Facilities may be removed and the in-place value set forth in Paragraph 3 shall be adjusted to reflect such removal. The Company may require a contribution by the customer to compensate for the undepreciated portion of the Facilities or Additional Facilities to be removed, less salvage, plus removal costs.

   c. When requested by the Customer, and when mutually agreed, the Facilities or Additional Facilities may be modified by the Company. The in-place value set forth in Paragraph 3 will be adjusted in accordance with the procedures stated in 4a and 4b above.

Continued to Sheet No. 7.762

Continued from Sheet No. 7.761

d. When the Facilities or Additional Facilities are replaced or modified at the Company's option, no change in the in-place value will be made.

5. The term of this Agreement shall be 20 years; however, either the Company or the Customer may terminate this Agreement upon 90 days advance written notice. If the Customer ceases to receive its electrical energy requirements from the Company or chooses to terminate this Agreement for any other reason, it shall be responsible for, and shall pay to the Company a Termination Fee calculated in accordance with Tariff Sheet No. 7.765, set forth as Appendix A, as currently approved or as may be modified from time to time by the Commission.

6. On the Termination of this Agreement, or in the event that the Customer fails to make rental payments in a timely fashion, then and in each of those events, at the option of the Company, the Facilities may be removed by the Company and removal costs may be charged.

7. This Agreement may be assigned only with the prior writen consent of the Company.

8. The Company is hereby granted an easement over the premises upon which the equipment is to be installed for ingress and egress and for installation, inspection, maintenance, and removal of the Company's equipment. In no event shall the Customer, or anyone acting under the authority of the Customer, place upon or attach to any of the Company's equipment any sign or device of any nature whatsoever, or place, install or permit to exist, anything, including trees or shrubbery, in such close proximity to the Company's equipment as to interfere with such equipment or tend to create a dangerous condition. The Company is hereby granted the right to forthwith remove anything placed, installed or existing in violation of this paragraph.

9. This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained and, when duly executed, this Agreement constitutes the entire Agreement between the parties hereto.

(Continued to Sheet No. 7.763

Continued from Sheet No. 7.762

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

Witnesses for the Customer:

____

____

Customer

By _______________________

Title _______________________

Attest _______________________

Title _______________________

Witnesses for the Company:

____

____

Tampa Electric Company

By _______________________

Title _______________________

APPENDIX A

Long-Term Facilities

Monthly Rental and Termination Factors

The Monthly Rental factor to be applied to the in-place value of the facilities as identified in the Long-Term Agreement is 1.32% per month plus applicable taxes.

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

Year Agreement is Terminated	Termination Factors %
1	2.9
2	5.6
3	8.2
4	10.5
5	12.7
6	14.6
7	16.3
8	17.7
9	18.8
10	19.5
11	19.9
12	19.9
13	19.4
14	18.5
15	17.0
16	15.0
17	12.3
18	9.0
19	4.9
20	0.0

APPENDIX B

Description of Rented Facilities