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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

PREPARED DIRECT TESTIMONY

OF

WILLIAM R. ASHBURN

Q. Please state your name, address, occupation and employer.

A. My name is William R. Ashburn. My business address is 702 North Franklin Street, Tampa, Florida 33602. I am Manager, Pricing for Tampa Electric Company ("Tampa Electric" or "the company").

Q. Please provide a brief outline of your educational background and business experience.

A. I received a Bachelor of Science degree in Business Administration with a concentration in economics from Creighton University. Upon graduation, I joined Ebasco Business Consulting Company where my consulting assignments included the areas of cost allocation, computer software development, electric system inventory and mapping, cost of service filings and property record development.

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

1 In 1983, I joined Tampa Electric as a Senior Cost  
2 Consultant in the Rates and Customer Accounting  
3 Department. At Tampa Electric I have held a series of  
4 positions with responsibility for embedded cost and  
5 marginal cost of service studies, rate filings, marketing  
6 planning, rate design, implementation of new conservation  
7 and marketing programs, customer survey and various state  
8 and federal regulatory filings.

9  
10 In 1993, I was promoted to the position of Administrator,  
11 Rate Design and Policy and in 1997 to my current position  
12 as Manager, Pricing where I have responsibility for rate  
13 design and cost of service analysis. I am a member of  
14 the Economic Regulation and Competition Committee of the  
15 Edison Electric Institute and the Rate Committee of the  
16 Southeastern Electric Exchange.

17  
18 Q. What is the purpose of your testimony in this proceeding?

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[REDACTED] I will describe the rates, terms and conditions of Tampa Electric's CISR tariff and why that tariff obligates the company to negotiate for the highest margin possible above the incremental cost to serve a prospective CISR customer. I will show that, under the CISR tariff, Tampa Electric is under no obligation to offer identical rates to two prospective customers unless they are similarly situated, even if they are in the same industry. I will compare the results of the incremental cost analyses which I was responsible for preparing to determine the "floor" for the rates offered to both Odyssey and Allied/CFI.

[REDACTED]

Q. Have you prepared an exhibit supporting your testimony in this proceeding?

1 A. Yes. My Exhibit No. \_\_\_\_ (WRA-1) consists of two  
2 documents, prepared under my direction.

3

4 Q. Please describe the rates, terms and conditions of the  
5 CISR tariff.

6

7 A. Tampa Electric's CISR tariff was approved by the Florida  
8 Public Service Commission ("Commission") on August 10,  
9 1998 in Order No. PSC-98-1081-FOF-EI and amended on  
10 August 27, 1998 in Order No. PSC-98-1081A-FOF-EI. I have  
11 provided a copy of the CISR tariff as Document No. 1 of  
12 my exhibit. The CISR tariff can be applied to customers  
13 demonstrating that, but for the application of a lower  
14 rate, their electric service requirements would not be  
15 served by the company. It provides a tool designed to  
16 enable the company to avoid uneconomic bypass of electric  
17 service. The electric service retained or attracted by  
18 the CISR tariff rate must provide benefits to the general  
19 body of ratepayers and must be determined by the company  
20 to have been truly "at risk."

21

22 The CISR tariff permits Tampa Electric to negotiate  
23 rates, terms and conditions that differ from the  
24 otherwise applicable rate schedules to which the rider is  
25 applied with those differences memorialized in a Contract

1 Service Arrangement ("CSA"). Any differences in rates  
2 are not to fall below the "floor" or the incremental cost  
3 to serve the customer (along with a contribution to fixed  
4 cost) thus preserving benefits for other ratepayers.  
5 Except for an additional \$250 per month customer charge,  
6 the substance of the negotiated rate differences have  
7 been left to be negotiated by the company and would be  
8 described in the CSA.

9  
10 In addition to the rate level, terms and conditions of  
11 service can be negotiated and any such differences are  
12 described in the CSA as well. This negotiating  
13 flexibility gives strength to the CISR tariff, permitting  
14 the company to tailor each CSA to the specific needs of  
15 that customer, match to the least extent necessary the  
16 alternative competing option(s), and retain as much  
17 margin as possible for the company and the general body  
18 of ratepayers.

19  
20 **Q.** Is Tampa Electric the only utility with a CISR tariff or  
21 similar tariff aimed to spur economic development or  
22 retain beneficial load?

23  
24 **A.** No. Among others, Gulf Power has a CISR tariff that was  
25 approved in 1996, Florida Power and Light has an Economic

1 Development Rider (EDR) approved in 1998 and Florida  
2 Power Corp. has an Economic Development Rider (GSED-1)  
3 approved in 1998. I am aware of several similar tariffs  
4 offered by non-investor owned utilities in Florida as  
5 well. Withlacoochee River Electric Cooperative (1999) has  
6 such a tariff, Jacksonville Electric Authority (1996) has  
7 had several such rates as well as the municipal electric  
8 utilities of the cities of Fort Pierce (1995), Lakeland  
9 (1996), Homestead (1996) and Gainesville in (1996).  
10 There may be others in Florida that I have not listed.  
11 In addition to Florida utilities, electric utilities in  
12 neighboring states have similar tariffs including Alabama  
13 Power, Georgia Power, Duke Power, and Mississippi Power.

14  
15 Q. Why should Tampa Electric negotiate for the highest  
16 margin possible above the incremental cost to serve a  
17 prospective CISR tariff customer?

18  
19 A. Under the CISR tariff and the company's established  
20 procedures for negotiating a CSA under the CISR tariff,  
21 Tampa Electric negotiates a price which will retain an  
22 "at risk" customer and yet provide as much margin above  
23 incremental cost as is possible to provide a benefit to  
24 both the company and the general body of ratepayers for  
25 retention of that customer's beneficial load. The higher

1 the margin, the greater the benefit.

2

3 Q. Is Tampa Electric under any obligation to provide the  
4 same CISR rate offer to two customers in the same  
5 industry?

6

7 A. No. If the company is under any obligation to provide  
8 the same rate, it is only if two prospective CISR  
9 customers are similarly situated with respect to the  
10 company. Similarly situated could include, but not be  
11 limited to, a similar time period for taking service,  
12 similar impacts on system expansion needs, similar demand  
13 and energy requirements, and similar costs of doing  
14 business. For example, the company provides service to  
15 convenience stores throughout its territory. Some are  
16 sited within a franchise fee area and others are not.  
17 Some require a contribution in aid of construction to pay  
18 for distribution expansion because of their location  
19 while others do not. Some may take service at a  
20 different voltage level or exhibit a different power  
21 factor. These differences result in different prices  
22 being applied to electric service supplied by Tampa  
23 Electric to companies in the same industry. Accordingly  
24 price differences are justified because the customers are  
25 not similarly situated.

1 Q. Who is responsible for calculating the incremental cost  
2 to serve new CISR tariff customers?

3

4 A. While there are many inputs to the process from several  
5 departments within the company, it is in my section  
6 within Regulatory Affairs where the source documents are  
7 compiled and the model is run to provide an incremental  
8 cost "floor" to enable negotiations.

9

10 Q. What model is used to calculate the incremental cost to  
11 serve a prospective CISR tariff customer?

12

13 A. The Ratepayer Impact Model ("RIM"), the model used by the  
14 Commission for determining the cost effectiveness of  
15 conservation programs, is utilized. This model is well  
16 understood by the Commission and permits inputs from  
17 various incremental, avoided and marginal cost analyses  
18 prepared by Tampa Electric as well as demand, energy,  
19 revenue, recurring and non-recurring benefits and  
20 contribution aspects of the prospective CISR tariff  
21 customer. In this way, a benefit-to-cost ratio ("BCR")  
22 is calculated for a prospective CISR tariff customer to  
23 determine the minimum revenues needed from the customer  
24 to assure ratepayer benefits.

25



1 Q. Please explain why the BCR is used?

2

3 A. The BCR is the ratio of the net present value of the  
4 revenue stream associated with a given CISR rate, divided  
5 by the net present value of the incremental costs to  
6 serve the customer in question for the term of the CSA.  
7 A BCR of one indicates that the project revenues will  
8 equal the projected incremental costs associated with  
9 serving the customer in question. A BCR greater than one  
10 indicates that the projected revenues are expected to  
11 cover projected incremental costs and provide a  
12 contribution to fixed costs to the extent that the BCR is  
13 above one.

14

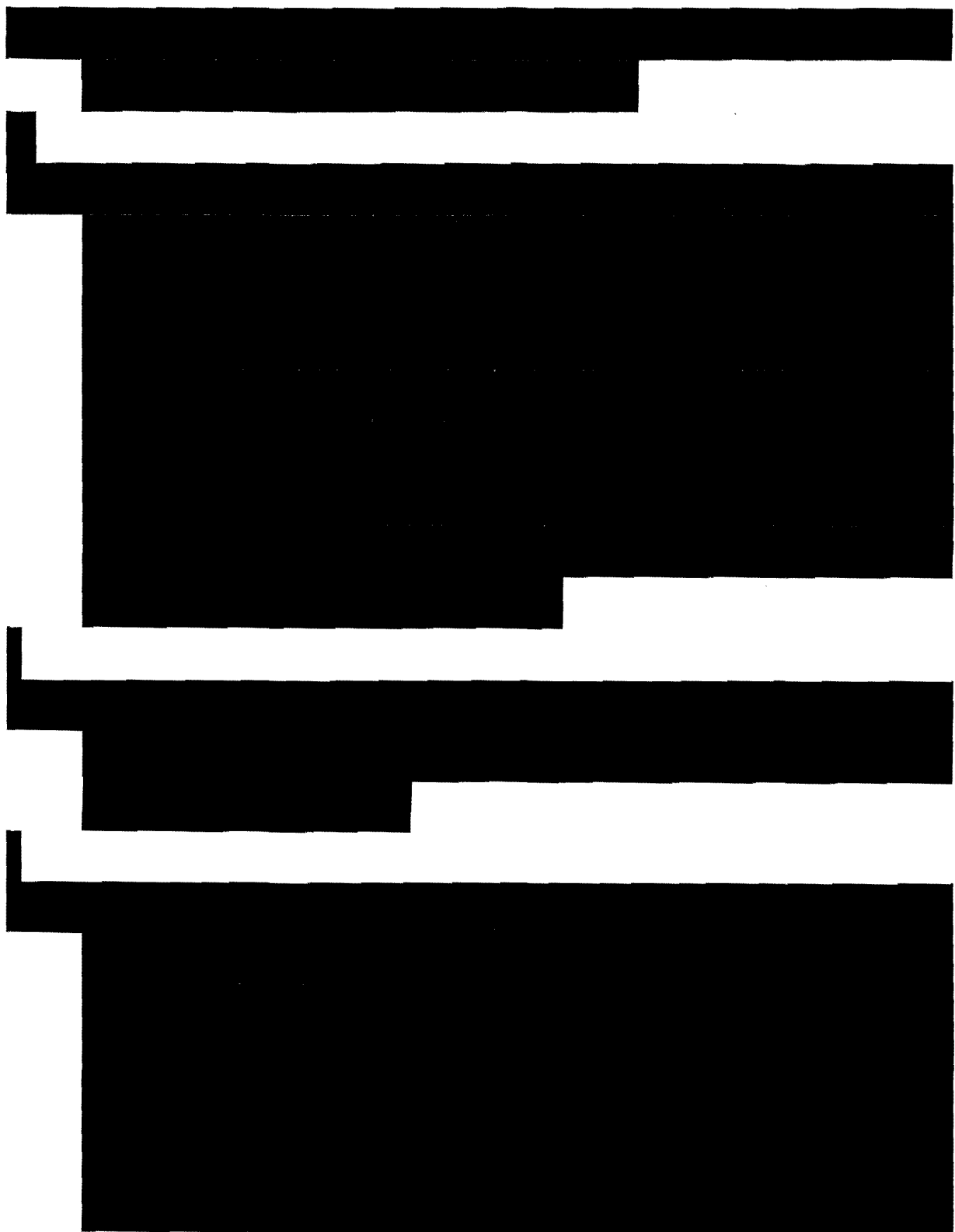
15 In the context of assessing proposed new conservation  
16 programs, Tampa Electric generally requires a minimum BCR  
17 of 1.2 in order to ensure a meaningful contribution to  
18 fixed costs. This same standard was applied to the  
19 company's evaluation of CSA's with Odyssey and  
20 Allied/CFI. I worked closely with Mr. Patrick Allman and  
21 Mr. Larry Rodriguez on the Odyssey and Allied/CFI  
22 negotiations, respectively.

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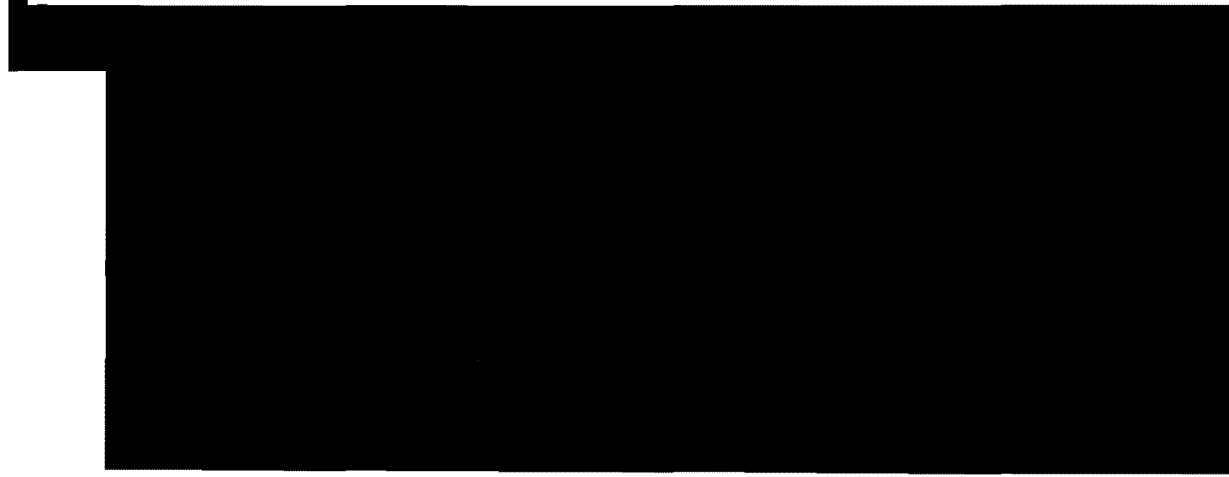
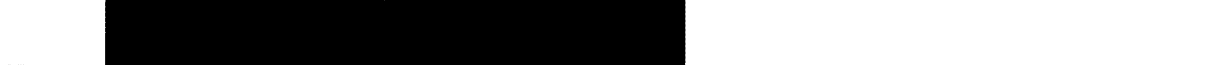
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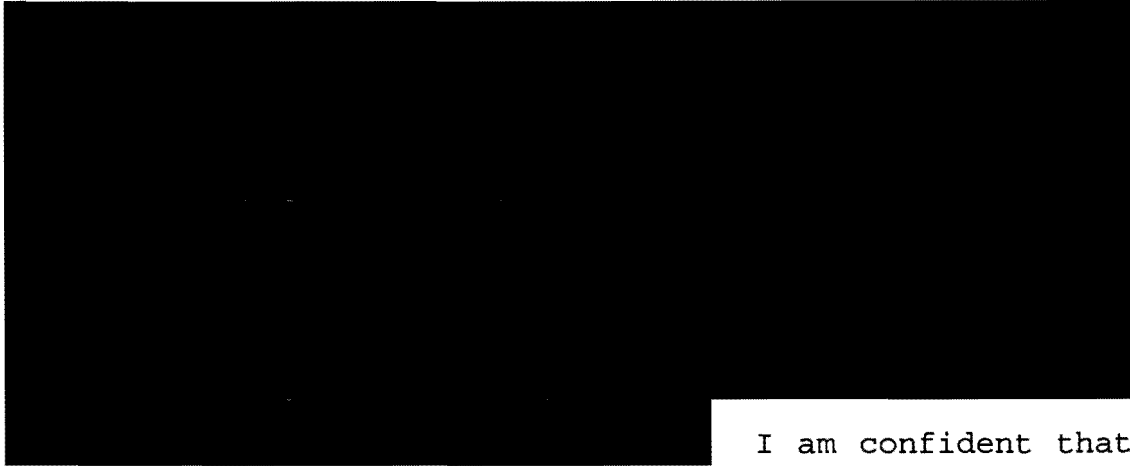
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Q. Do you believe that Odyssey and Allied/CFI are similarly situated?

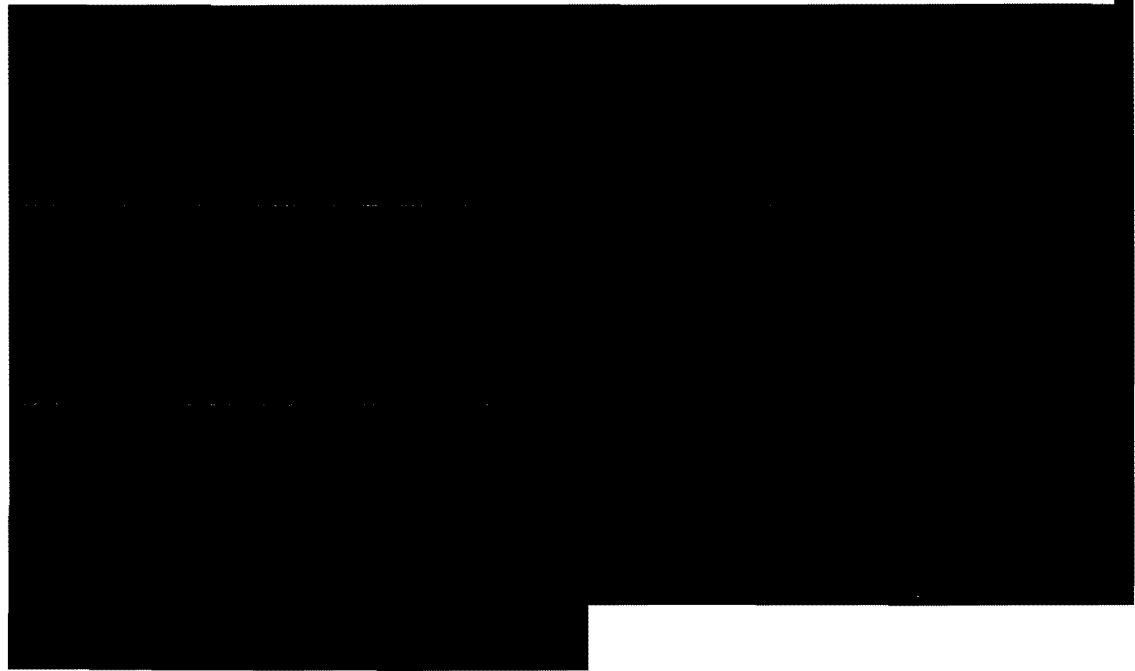


A. I am confident that the offers made to Odyssey and Allied/CFI were fair offers reflecting each customer's incremental cost of service which, if accepted, would preserve appropriate, substantive benefits for Tampa Electric and its general body of ratepayers as was envisioned by the CISR tariff approved by the Commission.

Q. Please summarize your testimony.

A. Tampa Electric's CISR tariff obligates the company to negotiate for the highest margin possible above the

1 incremental cost to serve a prospective CISR customer.  
2 Under the CISR tariff, Tampa Electric is under no  
3 obligation to offer identical rates to two prospective  
4 customers unless they are similarly situated, even if  
5 they are in the same industry. I compared the results of  
6 the incremental cost analyses to determine the "floor"  
7 for the rates offered to both Odyssey and Allied/CFI.





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19 Q. Does this conclude your testimony?

20  
21 A. Yes, it does.  
22  
23  
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25

TAMPA ELECTRIC COMPANY  
DOCKET NO. 000061-EI  
WITNESS: WILLIAM R. ASHBURN  
EXHIBIT NO. \_\_\_\_\_ (WRA-1)

TAMPA ELECTRIC COMPANY  
EXHIBIT OF WILLIAM R. ASHBURN  
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TAMPA ELECTRIC COMPANY  
DOCKET NO. 000061-EI  
WITNESS: WILLIAM R.ASHBURN  
EXHIBIT NO. \_\_\_\_\_ (WRA-1)  
DOCUMENT NO. 1

DOCUMENT NO. 1  
TAMPA ELECTRIC COMPANY  
COMMERCIAL/INDUSTRIAL SERVICE RIDER  
TARIFF SHEETS



## Commercial / Industrial Service Rider

**SCHEDULE:** CISR

**AVAILABLE:** Entire Service Area. Available, at the Company's option, to non-residential customers currently taking firm service or qualified to take firm service under the Company's Tariff Schedules GSD, GSDT, GSLD or GSLDT. Customers desiring to take service under this rider must make a written request for service. Such request shall be subject to the Company's approval with the Company under no obligation to grant service under this rider. Service under this rider may not begin before January 1, 2000. Resale not permitted.

This rider will be closed to further subscription by eligible customers when one of the three conditions has occurred: (1) The total capacity subject to executed Contract Service Arrangements ("CSAs") reaches 300 megawatts of connected load; (2) The Company has executed twenty-five (25) CSAs with eligible customers under this rider, or (3) Forty-eight months has passed from the initial effective date. The period defined by these conditions is the pilot study period. This limitation on subscription can be removed by the Commission at any time upon good cause having been shown by the Company based on data and experience gained during the pilot study period.

Tampa Electric is not authorized by the Florida Public Service Commission to offer a CSA under this rate schedule in order to shift existing load currently being served by a Florida electric utility pursuant to a tariff rate schedule on file with the Florida Public Service Commission away from that utility to Tampa Electric.

**APPLICABLE:** Service provided under this optional rider shall be applicable to all, or a portion of the customer's existing or projected electric service requirements which the customer and the Company have determined, but for the application of this rider, would not be served by the Company and which otherwise qualifies for such service under the terms and conditions set forth herein ("Applicable Load"). Two categories of Applicable Load shall be recognized: Retained Load (existing load at an existing location) and New Load (all other Applicable Load).

Applicable Load must qualify for and be served behind a single meter and must exceed a minimum level of demand determined from the following provisions:

Continued to Sheet No. 6.710

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 2000

Continued from Sheet No. 6.700

**Retained Load:** For Customers whose highest metered demand in the past 12 months was less than 10,000 KW, the minimum Qualifying Load would be the greater of 500 KW or 20% of the highest metered demand in the past 12 months; or

For Customers whose highest metered demand in the past 12 months was greater than or equal to 10,000 KW, the minimum Qualifying Load would be 2,000 KW.

**New Load:** 1,000 KW of installed, connected demand.

Any customer receiving service under this Rider must provide the following documentation, the sufficiency of which shall be determined by the Company:

1. Legal attestation by the customer (through an affidavit signed by an authorized representative of the customer) to the effect that, but for the application of this rider to the New or Retained Load, such load would not be served by the Company;
2. Such documentation as the Company may request demonstrating to the Company's satisfaction that there is a viable lower cost alternative (excluding alternatives in which the Company has an ownership or operating interest) to the customer's taking electric service from the Company; and
3. In the case of existing customer, an agreement to provide the Company with a recent energy audit of the customer's physical facility (the customer may have the audit performed by the Company at no expense to the customer) which provides sufficient detail to provide reliable cost and benefit information on energy efficiency improvements which could be made to reduce the customer's cost of energy in addition to any discounted pricing provided under this rider.

**CHARACTER OF SERVICE:** This optional rider is offered in conjunction with the rates, terms and conditions of the tariff under which the customer takes service and affects the total bill only to the extent that negotiated rates, terms and conditions differ from the rates, terms and conditions of the otherwise applicable rate schedules as provided for under this rider.

Continued to Sheet No. 6.720

Continued from Sheet No. 6.710

**MONTHLY CHARGES:** Unless specifically noted in this rider or within the CSA, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

**Additional Customer Charges:**  
\$250.00

**Demand/Energy Charges:**

The negotiable charges under this rider may include the Demand and/or Energy Charges as set forth in the otherwise applicable tariff schedule. The specific charges, or procedure for calculating the charges, under this rider shall be set forth in the negotiated CSA and shall recover all incremental costs the Company incurs in serving the customer plus a contribution to the Company's fixed costs.

**Provisions and/or Conditions Associated with Monthly Charges:**

Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in the CSA and may be applied during all or a portion of the term of the CSA. These negotiated provisions and/or conditions may include, but are not limited to, a guarantee by the Company to maintain the level of either the Demand and/or Energy charges negotiated under this rider for a specified period, such period not to exceed the term of the CSA.

**SERVICE AGREEMENT:** Each customer shall enter into a sole supplier CSA with the Company to purchase the customer's entire requirements for electric service at the service locations set forth in the CSA. For purposes of the CSA "the requirements for electric service" may exclude certain electric service requirements served by the customer's own generation as of the date shown on the CSA. The CSA shall be considered a confidential document. The pricing levels and procedures described within the CSA, as well as any information supplied by the customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith, shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

Continued from Sheet No. 6.710

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 2000

Continued from Sheet No. 6.720

The service agreement, its terms and conditions, and the applicability of this rider to any particular customer or specific load shall be subject to the regulations and orders of the Commission.

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 2000

**CONTRACT SERVICE ARRANGEMENT FOR THE PROVISION OF SERVICE UNDER  
THE COMMERCIAL / INDUSTRIAL SERVICE RIDER**

This Contract Service Arrangement ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, (hereinafter called in the "Customer") and Tampa Electric Company, a Florida corporation (hereinafter called the "Company").

**WITNESSETH:**

**WHEREAS**, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto (hereinafter called the "Commission"); and

**WHEREAS**, the Customer is \_\_\_\_\_; and

**WHEREAS**, the Customer can receive electric service from the Company under tariff schedule \_\_\_\_\_ at the service location described in Exhibit "A"; and

**WHEREAS**, the present pricing available under the Company's rate schedule \_\_\_\_\_ is sufficient economic justification for the Customer to decide not to take electric service from the Company for all or a part Customer's needs; and

**WHEREAS**, the Customer has shown evidence and attested to its intention to not take electric service from the Company unless a pricing adjustment is made under the Company's Commercial / Industrial Service Rider ("CISR"); and

**WHEREAS**, the Company has sufficient capacity to serve the Customer at the aforementioned service location for the foreseeable future and for at least the following \_\_\_\_\_ month period; and

**WHEREAS**, the Company is willing to make a pricing adjustment for the Customer in exchange for a commitment by the Customer to continue to purchase electric energy exclusively from the Company at agreed upon service locations (for purposes of this Agreement, the "electric energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement);

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

Continue to Sheet No. 7.751

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 2000

## Continued from Sheet No. 7.750

1. Rate Schedules - The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of the Company's tariff, rate schedules \_\_\_\_\_ and CISR, as currently approved by the Commission or as said tariff and rate schedules may be modified in the future and approved by the Commission (except as described in Section 6 herein). The Customer agrees to abide by all applicable requirements of the tariff, rate schedules \_\_\_\_\_ and CISR, except to the extent specifically modified by this Agreement. Copies of the Company's currently approved rate schedules \_\_\_\_\_ and CISR are attached as Exhibit "B" and made a part hereof.
2. Term of Agreement - This Agreement shall remain in force for a term of \_\_\_\_\_ months commencing on the date above first written. During the last \_\_\_\_\_ months of the term hereof, the parties shall meet in good faith to negotiate an extension of this Agreement beyond the initial term. During this negotiation, each party hereto shall retain the absolute discretion to reject any pricing or other terms and conditions proposed by the other party hereto.
3. Modifications to Tariff and Rate Schedule - See Exhibit "C" to this Agreement.
4. Exclusivity Provision - During the term hereof, the Customer agrees to purchase from the Company the Customer's entire requirements for electric capacity and energy for its facilities and equipment at the service location(s) described in Exhibit A to this Agreement. The "entire requirements for electric capacity and energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement.
5. Termination Fees and Provisions - See Exhibit "D" to this Agreement.
6. Modification of Rate Schedule - In the event that any provision of any applicable rate schedules is amended or modified by the Commission in a manner that is material and adverse to one of the parties hereto, that party shall be entitled to terminate this Agreement, by written notice to the other party tendered not later than sixty (60) days after such.

Continued to Sheet No. 7.752

Continued from Sheet No. 7.751

amendment or modification becomes final and nonappealable, with such termination to become effective \_\_\_\_\_ days after receipt of such notice, whereupon service to the Customer shall revert to the otherwise applicable rate schedules available to the Customer.

7. Entire Agreement - This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the Company and the Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only agreement between the parties hereto relative to the matters herein described.
8. Incorporation of Tariff - This Agreement incorporates by reference the terms and conditions of the Company's tariff, rate schedule \_\_\_\_\_ and CISR filed by the Company with, and approved by, the Commission, as amended from time to time. In the event of any conflict between this Agreement and such tariff or rate schedules (other than as set out in the CISR), the terms and conditions of this Agreement shall control.
9. Notices - All notices and other communications hereunder shall be in writing and shall be delivered by hand, by prepaid first class registered or certified mail, return receipt requested, by courier or by facsimile, addressed as follows:

If to the Company:

Tampa Electric Company  
702 North Franklin Street  
P.O. Box 111  
Tampa, Florida 33601-0111  
Facsimile:  
Attention:

with a copy to:

Tampa Electric Company  
702 North Franklin Street  
P.O. Box 111  
Tampa, Florida 33601-0111  
Facsimile:  
Attention:

Continued to Sheet No. 7.753

Continued from Sheet No. 7.752

If to the Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile:  
Attention:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile:  
Attention:

Except as otherwise expressly provided in this Agreement, all notices and other communications shall be deemed effective upon receipt. Each party shall have the right to designate a different address for notices to it by notice similarly given.

- 10. Assignment; No Third Party Beneficiaries - This Agreement shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. No assignment of any rights or delegation of any obligations hereunder shall have the effect of releasing the assigning party of any of its obligations hereunder, and the assigning party shall remain primarily liable and responsible therefore notwithstanding any such assignment or delegation. Nothing in this Agreement shall be construed to confer a benefit on any person not a signatory party hereto or such signatory party's successors and assigns.
- 11. Waiver - At its option, either party may waive any or all of the obligations of the other party contained in this Agreement, but waiver of any obligation or any breach of this Agreement by either party shall in no event constitute a waiver as to any other obligation or breach or any future breach, whether similar or dissimilar in nature, and no such waiver shall be binding unless in writing signed by the waiving party.

Continued to Sheet No. 7.754



Continued from Sheet No. 7.753

12. Headings - The section and paragraph headings contained in the Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.
13. Counterparts - This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
14. Dispute Resolution - All disputes arising between the Customer and the Company under this Agreement shall be finally decided by the Commission in accordance with the applicable rules and procedures of the Commission.
15. Governing Law - This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
16. Confidentiality - The pricing levels and procedures described within this Agreement, as well as any information supplied by the Customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith is considered confidential, proprietary information of the parties. If requested, such information shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

Continued to Sheet No. 7.755

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 2000

Continued from Sheet No. 7.754

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

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

by: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

TAMPA ELECTRIC COMPANY

by: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: January 1, 2000

TAMPA ELECTRIC COMPANY  
DOCKET NO. 000061-EI  
WITNESS: WILLIAM R.ASHBURN  
EXHIBIT NO. \_\_\_\_\_ (WRA-1)  
DOCUMENT NO. 2

DOCUMENT NO. 2



