

# AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

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July 31, 2000

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RECORDS AND REPORTING

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## BY HAND DELIVERY

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

Re: Determination of regulated earnings of Tampa Electric Company  
Pursuant to Settlement Agreement for Calendar Years 1995 through 1999;  
Docket No. 950379-EI

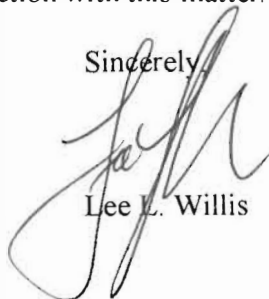
Dear Ms. Bayo:

Enclosed for filing in the above docket are fifteen (15) copies of the Settlement Agreement on behalf of the Office of Public Council, the Florida Industrial Power Users Group and Tampa Electric Company.

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

Thank you for your assistance in connection with this matter.

Sincerely,



Lee L. Willis

APP \_\_\_\_\_  
CMP \_\_\_\_\_  
COM \_\_\_\_\_  
CTR \_\_\_\_\_  
ECR *Stemlewis*  
LEG 2  
OPC \_\_\_\_\_  
PAI \_\_\_\_\_  
RGO \_\_\_\_\_  
SEC 1  
SER \_\_\_\_\_  
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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
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FPSC-RECORDS & REPORTING

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

**In re: Determination of Regulated Earnings of Tampa  
Electric Company pursuant to Settlement Agreement  
for Calendar Years 1995 through 1999**

**DOCKET NO. 950379-EI**

**Filed: July 31, 2000**

**SETTLEMENT AGREEMENT**

The Office of Public Counsel ("OPC"), the Florida Industrial Power Users Group ("FIPUG") and Tampa Electric Company ("Tampa Electric" or "the company") collectively referred to as "the Parties" enter into this Agreement to settle the various issues pending between the Parties as described herein. Accordingly, the Parties have agreed as follows:

1. The Parties agree that Order Nos. PSC-99-1940-PAA-EI ("99-1940") and PSC-99-2007-PAA-EI ("99-2007") should be made final orders by the Commission.

2. In order to avoid what could be a delay of two years or more in making the refund, the Parties agree to the following:

The refund period shall begin as soon as practicable after Order Nos. 99-1940 and 99-2007 are made final and non-appealable. A refund of \$13 million will be reflected as a credit on customer's bills calculated by multiplying a levelized factor adjusted for line losses times the actual kwh usage for the period of the refund which shall not exceed four months. The refund shall include interest on the unamortized amount of the refund. Any amount over or under the refund shall be treated as a true-up component in the normal course of Tampa Electric's fuel cost recovery proceedings. The Parties' goal is to begin the refund by September 1, 2000.

3. FIPUG and OPC will file a Joint Dismissal of the Appeal in FIPUG v. FPSC, Supreme Court Case No. SC 00-1209.

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

4. The Parties agree that this Settlement Agreement is intended to and shall settle the disposition of all issues raised in Docket No. 950379-EI with respect to the company's earnings in 1997 and 1998.

5. This Settlement Agreement shall be submitted to the FPSC forthwith and shall be effective upon Commission approval. The Parties agree that if the FPSC does not adopt this Settlement Agreement in its entirety, without modification, this Settlement Agreement shall become null and void and of no effect. Any dispute with respect to this Agreement shall be resolved by the Commission.

6. The Parties agree to actively support approval of this Settlement Agreement by the Commission at the earliest possible time. The Parties agree not to protest, seek reconsideration or judicial review of the Commission's approval of the Settlement Agreement or seek modification of the Settlement Agreement subsequent to final Commission approval except by mutual agreement.

7. The Parties acknowledge this Settlement Agreement is being entered into for purposes of settlement only and that the Parties are entering into this Settlement Agreement to avoid the expense and length of further legal proceedings and the uncertainty and risk inherent in any litigation. Neither this Settlement Agreement nor any action to reach, effectuate or further this Settlement Agreement may be construed as, or may be used as an admission by or against any party. Entering or carrying out this Settlement Agreement or any negotiations related thereto shall not in any event be construed as, or deemed to be evidence of, an admission or concession by any of the Parties or a waiver of any applicable claim or defense, otherwise available.

8. The Parties participated jointly in the drafting of this Settlement Agreement and, therefore, the terms of this Settlement Agreement are not intended to be construed against any Party by virtue of draftsmanship.

9. This Settlement Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, this Settlement Agreement has been executed on the 31st day of July, 2000 by the undersigned counsel of record for the Parties hereto and/or by the Parties themselves in counterparts each of which shall be deemed an original.

Office of Public Counsel

Florida Industrial Power Users Group

By Jack Shreve  
Jack Shreve  
Office of Public Counsel  
111 W. Madison Street  
Suite 812  
Tallahassee, FL 32399-1400

By \_\_\_\_\_  
John W. McWhirter, Jr.  
McWhirter, Reeves, McGlothlin,  
Davidson, Decker, Kaufman,  
Arnold & Steen, P.A.  
Post office Box 3350  
Tampa, FL 33601-3350

Tampa Electric Company

By \_\_\_\_\_  
Hugh Smith, Vice President  
Energy Services and Marketing  
Tampa Electric Company  
Post Office Box 111  
Tampa, FL 33601



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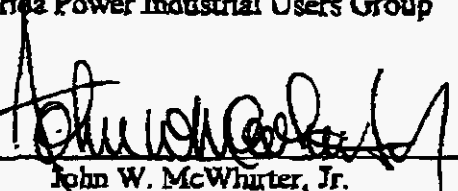
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