

AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

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

RECEIVED-FPSC
13 JAN 31 PM 3:19
COMMISSION CLERK

January 31, 2013

HAND DELIVERED

Ms. Ann Cole, Director
Division of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

REDACTED

130037-E1

Re: Petition of Tampa Electric Company for Approval of Special Contract

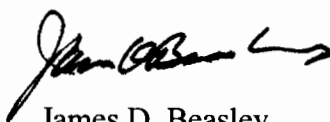
Dear Ms. Cole:

Enclosed for filing in the above-styled matter are the original and fifteen (15) copies of Tampa Electric Company's Petition for Approval of Special Contract.

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

JDB/pp
Enclosure

COM _____
AFD _____
APA _____
ECO _____
ENG 2 _____
GCL 2 _____
IDM _____
TEL _____
CLK _____

DOCUMENT NUMBER-DATE

00633 JAN 31 2013

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric Company)
for Approval of Special Contract.)
_____)

DOCKET NO. 130037-ET
FILED: JANUARY 31, 2013

PETITION

Tampa Electric Company ("Tampa Electric" or "the company"), pursuant to Chapter 366.04, 366.05, 366.06 and 366.093 Florida Statutes, Rules 25-9.034 and 25-22.006, Florida Administrative Code, files this its Petition for Approval of Special Contract, and in support thereof states:

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

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

James D. Beasley
J. Jeffrey Wahlen
Ausley & McMullen
Post Office Box 391
Tallahassee, Florida 32302
(850) 224-9115
(850) 222-7560 (fax)
jbeasley@ausley.com
jwahlen@ausley.com

Paula Brown
Manager, Regulatory Coordination
Tampa Electric Company
Post Office Box 111
Tampa, Florida 33601
(813) 228-1444
(813) 228-1770 (fax)
regdept@tecoenergy.com

3. In this petition, Tampa Electric seeks approval of the Special Contract, a redacted version of which is attached as Exhibit "A" for electric service to a potential new customer who is considering locating their facility in the Tampa area, and requests expedited treatment of this request with a Commission decision before the end of March 2013 to meet the selection schedule that the potential customer is conducting.

DOCUMENT NUMBER-DATE

00633 JAN 31 2013

FPSC-COMMISSION CLERK

Background

4. Tampa Electric has negotiated a potential agreement to provide the electrical needs of a manufacturing firm (referred to herein as "Manufacturer") that is considering locating a new facility at several alternative sites around the country, including one located within Tampa Electric's service area.

5. Manufacturer, if it located in the Tampa Electric service area, would be a very large, non-firm electric load with electric supply cost representing a substantial portion of the cost of its operations, so that the price of electricity is an important consideration in its selection criteria. Several factors associated with the electric service which is required by the customer, along with the rates needed to economically attract the customer to locating in the Tampa Electric service area, make it necessary to develop and propose for this Commission's approval the attached Special Contract. Tampa Electric is the only Florida utility which is on the list of electric suppliers whose service areas Manufacturer is considering for siting this new facility. Although Manufacturer will need to negotiate contracts with a number of other suppliers of goods and services regardless where it decides to locate its new facility, the cost of electric power is a key consideration in Manufacturer's decision-making process on where to locate its proposed new facility.

6. Manufacturer is currently engaged in this selection process, and because of the commercially sensitive nature of the process as well as the market to which Manufacturer is planning to enter with this new facility, Manufacturer and Tampa Electric are requesting the Commission to classify as confidential certain information contained in the Special Contract and the attached Exhibit C. Confidentiality is requested for Manufacturer's name, business type, location of the site of the new facility and the term of the proposed Special Contract. Tampa Electric is filing under a request for confidential classification a single copy of the confidential,

un-redacted proposed Special Contract and Exhibit C in order to preserve the confidential nature of the proposed project.

Requested Special Contract

7. Tampa Electric is requesting approval for a Special Contract which utilizes the company's existing GSDT and GSLM-2 rate schedules as the basis with certain changes to rates, terms and conditions. In concert with other contractual arrangements and incentives Manufacturer is negotiating with suppliers and state and local economic development agencies, this Special Contract from Tampa Electric will serve as a key element in Manufacturer's decision-making to locate this new facility at the only Florida site being considered.

8. Manufacturer has represented to Tampa Electric that it will take electricity in the manner and at the 230 kV voltage level. The base rates being offered to Manufacturer are cost supported using Tampa Electric's last approved cost of service study. Manufacturer will also be billed Tampa Electric's annual cost recovery clause rates, subject to a supported percentage reduction to those clause rates to reflect the requested 230 kV voltage level of service. Attached hereto as Exhibit B is an analysis showing that the offered rates have been cost supported. Application of these cost supported rates under this contract will assure that the general body of ratepayers are not unduly subsidizing this new and beneficial load during the term of the contract and that the community and Tampa Electric's ratepayers reap the benefits of attracting this new industry to the service area. This new customer will pay all of the incremental variable costs of serving this load and make a significant contribution to Tampa Electric's fixed costs.

9. Manufacturer has indicated that if it decides to locate its new facility in Tampa Electric's service area, it will provide substantial economic benefits to the company's service area and the state of Florida. A description of the project and the expected benefits if developed is provided in the attached Exhibit C.

10. Clearly the siting of the proposed plant in Tampa Electric's service area will bring significant economic benefits to the Tampa Bay area and to the state of Florida. Moreover Tampa Electric's provision of electric service to the facility under the rates, terms and conditions contained in the Special Contract will benefit Tampa Electric and its general body of ratepayers in covering revenue requirements over a long period of time.

11. Manufacturer has indicated a pressing need to obtain some certainty as to the rates, terms and conditions of the electrical service it will require for its proposed new facility in order to make a decision as to where to locate that facility. Tampa Electric desires to accommodate this need, while recognizing that Manufacturer will have to successfully negotiate acceptable agreements with a number of other suppliers of goods and services at whatever location it ultimately selects. This need is the reason behind Tampa Electric's request that this petition be given expedited treatment by the Commission in order to assure that this Florida site is given the best chance of being selected for this beneficial developmental opportunity.

12. The Special Contract, though unsigned at this point by either party, has been negotiated with Manufacturer which has accepted its rates, terms and conditions such that, if the Tampa Electric service area entry is selected, and the Commission has approved the Special Contract, the customer will sign it for service going forward during its term and when the new facility has entered service.

13. Tampa Electric knows of no disputed issues of material fact relative to the Special Contract proposed herein.

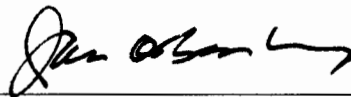
WHEREFORE, Tampa Electric requests the Commission's expedited approve of the proposed Special Contract subject to the following conditions:

- a. Manufacturer actually selects Tampa Electric's service area for the location and construction of its proposed new manufacturing facility;

- b. Manufacturer successfully negotiates all other agreements with various providers of goods and services necessary to enable Manufacturer to decide to locate its proposed facility in Tampa Electric's service area;
- c. Manufacturer executes the Special Contract with Tampa Electric and takes electric service for its new facility as set forth in the Special Contract; and
- d. Said approval shall be rendered null and void if the Special Contract is not fully executed within 90 days of the date of a Commission order approving the Special Contract.

DATED this 31st day of January, 2013.

Respectfully submitted,



JAMES D. BEASLEY
J. JEFFRY WAHLEN
Ausley & McMullen
Post Office Box 391
Tallahassee, FL 32302
(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

Tampa Electric Company

Exhibit A

**Special Contract
(Redacted)**

Exhibit "A"

SPECIAL CONTRACT
FOR THE PROVISION OF ELECTRIC SERVICE BETWEEN
TAMPA ELECTRIC COMPANY
AND [REDACTED]

This Special Contract ("Agreement") is made and entered into as of this day of [REDACTED], by and between [REDACTED] (hereinafter called 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 desires a long-term supply of interruptible electric service from Company for its new manufacturing facility; and

WHEREAS, the Customer could receive electric service from the Company for its new manufacturing facility under the tariff schedule GSDT and the General Service Industrial Load Management Rider, GSLM-2, at the service location described in Exhibit "I" (hereinafter referred to as the "Site"); and

WHEREAS, the present pricing available under the Company's rate schedule GSDT and the General Service Industrial Load Management Rider, GSLM-2, does not provide sufficient economic justification for the Customer to locate its new manufacturing facility in Company's service area and take electric service from the Company for Customer's needs; and

WHEREAS, the Customer has shown evidence and hereby attests to its intention to not take electric service from the Company unless a pricing adjustment is made; and

WHEREAS, the Company has sufficient capacity to serve the Customer at the aforementioned service location beginning with the commencement of operations of the new manufacturing facility at the Site and for the foreseeable future;

NOW THEREFORE, in consideration of good and valuable consideration including the performance of the mutual covenants and promises expressed herein, Company and the Customer agree as follows:

1. Site – This Agreement, including all the attachments hereto, is applicable to electric service provided to Customer at the Site, as identified in Exhibit I.
2. 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 GSDT and GLSM-2, 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 Sections 4 and 7 herein). The Customer agrees to abide by all applicable requirements of the tariff, rate schedules GSDT and GLSM-2, except to the extent specifically modified by this Agreement. Copies of the Company's currently approved rate schedules GSDT and GLSM-2 are attached as Exhibit "II" and made a part hereof.
3. Term of Agreement - This Agreement shall be effective commencing on the date above first written and shall remain in force for a term beginning on the effective date this Agreement is signed until [REDACTED], unless terminated pursuant to Section 7 of this Agreement.
4. Modifications to Tariff and Rate Schedule – See Exhibit "III" to this Agreement.
5. 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 Site. Any self-generation or cogeneration developed by the Customer during the term of this agreement shall not exceed 10 MW in capacity per production line.
6. Cogeneration Development Provision – If the Customer elects to develop cogeneration at the Site utilizing waste heat associated with the operations of the manufacturing facility (subject to the 10 MW limitation on capacity contained in Section 5 above), such cogeneration output will be sold to the Company under a separately executed negotiated cogeneration purchase agreement.
7. 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 substantially 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 ninety (90) days after such amendment or modification becomes final and nonappealable, with such termination to become effective thirty (30) days after receipt of such notice, whereupon service to the Customer shall revert to the otherwise applicable rate schedules available to the Customer under the Company's applicable tariff.

- 8. 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.
- 9. Incorporation of Tariff – This Agreement incorporates by reference the terms and conditions of the Company's tariff, rate schedule GSDT and GSLM-2 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, the terms and conditions of this Agreement shall control.
- 10. 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 (33602)
P.O. Box 111
Tampa, FL 33601-0111
Facsimile: _____
Attention: _____

with a copy to: Tampa Electric Company
702 North Franklin Street (33602)
P.O. Box 111
Tampa, FL 33601-0111
Facsimile: _____
Attention: _____

If to the Customer: 
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.

11. 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.
12. 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.
13. 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.
14. Counterparts – This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
15. 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.
16. Governing Law – This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
17. 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

Tampa Electric Company

Exhibit I

**Proposed Site
(Redacted)**

REDACTED

TAMPA ELECTRIC COMPANY
APPROVAL OF SPECIAL CONTRACT
EXHIBIT I
FILED: JANUARY 31, 2013

Exhibit "I"

[The content of this exhibit is redacted as it is the subject of a separate request for confidential treatment to avoid publicly disclosing the exact location of the proposed Site, which could adversely affect the potential customer's ability to buy or lease the Site on favorable terms.]

Tampa Electric Company

EXHIBIT "II"

Rate Schedule GSDT

and

General Service Load Management Rider GSLM-2



SEVENTH REVISED SHEET NO. 3.210
CANCELS SIXTH REVISED SHEET NO. 3.210

**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, IS, or IST who sign a Tariff Agreement for the Purchase of Industrial Load Management Rider Service. Required for customers taking service under rate schedules IS and IST.

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.

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, IS, or IST 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

ISSUED BY: C. R. Black, President

DATE EFFECTIVE: May 12, 2009



SECOND REVISED SHEET NO. 3.215
CANCELS FIRST REVISED 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 3 mills (\$0.003) 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

ISSUED BY: C. R. Black, President

DATE EFFECTIVE: May 7, 2009

TAMPA ELECTRIC COMPANY

FIRST REVISED SHEET NO. 3.220
CANCELS ORIGINAL 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

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: February 22, 2000



SECOND REVISED SHEET NO. 3.225
CANCELS FIRST REVISED 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.

ISSUED BY: C. R. Black, President

DATE EFFECTIVE: May 7, 2009



NINETEENTH REVISED SHEET NO. 6.330
CANCELS EIGHTEENTH REVISED SHEET NO. 6.330

**TIME-OF-DAY
GENERAL SERVICE - DEMAND
(OPTIONAL)**

SCHEDULE: GS DT

RATE CODE: 362.

AVAILABLE: Entire service area.

APPLICABLE: To any customer whose energy consumption has exceeded 9,000 kWh in any one of the prior twelve (12) consecutive billing periods ending with the current billing period. Also available to customers with energy consumption at any level below 9,000 kWh per billing period who agree to remain on this rate for at least twelve (12) months. For any billing period that exceeds 35 days, the consumption shall be prorated to that of a 30-day amount for purposes of administering this requirement. Resale not permitted.

CHARACTER OF SERVICE: A-C; 60 cycles; 3 phase; at any standard Company voltage.

LIMITATION OF SERVICE: Standby service is permitted only for customers who generate less than 20% of their on-site load requirements or whose generating equipment is used for emergency purposes.

MONTHLY RATE:

Customer Facilities Charge:

Secondary Metering Voltage	\$ 57.00
Primary Metering Voltage	\$130.00
Subtransmission Metering Voltage	\$930.00

Demand Charge:

\$2.84 per kW of billing demand, plus
\$5.57 per kW of peak billing demand

Energy Charge:

2.898¢ per kWh during peak hours
1.046¢ per kWh during off-peak hours

Continued to Sheet No. 6.331

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE: January 1, 2010



EIGHTH REVISED SHEET NO. 6.331
CANCELS SEVENTH REVISED SHEET NO. 6.331

Continued from Sheet No. 6.330

DEFINITIONS OF THE USE PERIODS: All time periods stated in clock time. (Meters are programmed to automatically adjust for changes from standard to daylight saving time and vice-versa.)

<u>Peak Hours:</u> (Monday-Friday)	<u>April 1 - October 31</u> 12:00 Noon - 9:00 PM	<u>November 1 - March 31</u> 6:00 AM - 10:00 AM and 6:00 PM - 10:00 PM
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Off-Peak Hours: All other weekday hours, and all hours on Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be off-peak.

BILLING DEMAND: The highest measured 30-minute interval kW demand during the billing period.

PEAK BILLING DEMAND: The highest measured 30-minute interval kW demand during peak hours in the billing period.

MINIMUM CHARGE: The Customer Facilities Charge and any Minimum Charge associated with optional riders.

TERMS OF SERVICE: A customer electing this optional rate shall have the right to transfer to the standard applicable rate at any time without additional charge for such transaction, except that any customer who requests this optional rate for the second time on the same premises will be required to sign a contract to remain on this rate for at least one (1) year.

TEMPORARY DISCONTINUANCE OF SERVICE: Where the use of energy is seasonal or intermittent, no adjustments will be made for a temporary discontinuance of service. Any customer prior to resuming service within 12 months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

Continued to Sheet No. 6.332

ISSUED BY: C. R. Black, President

DATE EFFECTIVE: May 7, 2009



FIFTEENTH REVISED SHEET NO. 6.332
CANCELS FOURTEENTH REVISED SHEET NO. 6.332

Continued from Sheet No. 6.331

POWER FACTOR

Power factor will be calculated for customers with measured demands of 1,000 kW in any billing period out of twelve (12) consecutive billing periods ending with the current billing period. When the average power factor during the month is less than 85%, the monthly bill will be increased \$0.002 for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy. When the average power factor during the month is greater than 90%, the monthly bill will be decreased \$0.001 for each kVARh by which the reactive energy is numerically less than 0.484322 times the billing energy.

METERING LEVEL DISCOUNT: When the customer takes energy metered at primary voltage, a discount of 1% will apply to the Demand Charge, Energy Charge, Transformer Ownership Discount, Power Factor billing, Emergency Relay Power Supply Charge, and any credits from optional riders.

When the customer takes energy metered at subtransmission or higher voltage, a discount of 2% will apply to the Demand Charge, Energy Charge, Transformer Ownership Discount, Power Factor billing, Emergency Relay Power Supply Charge, and any credits from optional riders.

TRANSFORMER OWNERSHIP DISCOUNT: When the customer takes service at primary voltage a discount of 73¢ per kW of billing demand will apply. When the customer takes service at subtransmission or higher voltage, a discount of \$1.16 per kW of billing demand will apply.

EMERGENCY RELAY POWER SUPPLY CHARGE: The monthly charge for emergency relay power supply service shall be 60¢ per kW of billing demand. This charge is in addition to the compensation the customer must make to the Company as a contribution-in-aid of construction.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet Nos. 6.020 and 6.021.

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021.

ENVIRONMENTAL COST RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.021.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.021.

FRANCHISE FEE CHARGE: See Sheet No. 6.021.

PAYMENT OF BILLS: See Sheet No. 6.022.

ISSUED BY: G. L. Gillette, President

DATE EFFECTIVE: January 1, 2010

Tampa Electric Company

EXHIBIT "III"

Modifications to Tariff and Rate Schedule

(Redacted)

EXHIBIT "III"

1. RIGHT OF FIRST REFUSAL

- 1.1 Description. Customer agrees to provide Company the Right of First Refusal upon expiration of the term of this agreement. The Right of First Refusal shall include, but not be limited to, the following actions by Customer: (i) notifying Company 48 months prior to the conclusion of the term of this Agreement that it is evaluating an alternative to continued electric service by Company; (ii) reaching an agreement with Company that Company is either able to or not able to provide comparable service at rates equal to or lower than the electric supply alternative.

2. MODIFICATIONS TO TARIFF AND RATE SCHEDULE

- 2.1 Monthly Charges: The Customer shall be assessed the applicable monthly Customer Charge of \$1,414. Such charge shall commence as of the date the Customer begins energy consumption under this Agreement at the Site.
- 2.2 Contract Demand Rate: The Customer shall pay Company a fixed rate of \$10.95 per kW (exclusive of capacity cost recovery charges, conservation cost recovery charges, and applicable taxes) for all kW of billing demand. Such rate shall be effective as of the date the Customer begins energy consumption under this Agreement at the Site.
- 2.3 Contract Base Rate for Energy: The Customer shall pay Company a fixed base energy rate of eleven cents \$0.11 per MWh (exclusive of fuel charges, environmental cost recovery charges, and applicable taxes) for all energy consumption as measured by a 230 kV meter at the substation which serves the Customer. Such rate shall be effective as of the date the Customer begins energy consumption under this Agreement at the Site.
- 2.4 Interruptible Demand Credit: For the Term of the Agreement, the Customer shall receive an interruptible demand credit that is the product of the load factor-adjusted demand for each month and a fixed Contracted Credit Value of (\$9.57 per kW).
- 2.5 Cost Recovery Clause Rates: The Customer shall pay all applicable GSDT cost recovery clause rates as they change subject to Florida Public Service Commission approval during the term of service, however the rates applied under this Agreement at the Site

will be a 0.5% reduction of the Subtransmission level clause rates approved by the Commission reflecting the avoided losses for providing service at 230 kV.

- 2.6 Service Prior to Effective Date: In the event that the Customer desires electric service prior to the effective date of this Special Contract, the Customer shall pay Company for such service at the applicable rate schedule under Company's tariff.
- 2.7 Type of Service: The electric service to the Customer's 230 kV substation(s) shall be curtailable such that Company can interrupt Customer's power to this substation with approximately 30 minute's notice. Such notice shall be made to Customer electronically. In addition, the appropriate Company assigned account manager will make a good faith effort to contact the Customer as well. In lieu of curtailing the Customer's load, the Company shall be obligated to seek the purchase of power from third parties on Customer's behalf, which charges shall be billed to the Customer in the same manner as for other customers electing such optional purchases of replacement power under the GSLM-2 tariff. Customer's curtailable electric load is subject to total interruption, with approximately 30 minutes' notice, whenever any portion of such load is needed by the Company for the requirements of its firm electric service customers or to comply with the requests for emergency power to serve the needs of firm electric service customers of other utilities.
- 2.8 GSLM-2 Term of Service: The GSLM-2 36 month term of service provision shall not take effect until [REDACTED] at which time the 36-month notice requirement of desire to cease taking non-firm service shall commence.
- 2.9 Regulatory Cooperation: Customer agrees to support the efforts of Company and provide any requested documentation or other support during any reviews or audits of any contracts between the parties, including but not limited to this Agreement, by regulatory authority.

Tampa Electric Company

Exhibit B

Cost Support

EXHIBIT B

Calculation of 230 kV Revenue Requirements and Rates	Page 2
Calculation of 230 kV Customer Charge	Page 3
Calculation of Additional Avoided Transmission Losses	Page 4
Calculation of 15-year Levelized Fixed Charge Rate	Page 5

TAMPA ELECTRIC COMPANY
 APPROVAL OF SPECIAL CONTRACT
 EXHIBIT B
 FILED: JANUARY 31, 2013

230 KV REVENUE REQUIREMENT AND RATE CALCULATION

TAMPA ELECTRIC TOTAL BASE REVENUE REQUIREMENTS*

PRESENT RATE STRUCTURE
 PROD. CAP. ALLOC. METHOD: 12CP & 25% AD
 DATA: PROJECTED 2009, FULLY ADJUSTED (000's)

CLASS ROR

Line No.	A FPSC JURIS \$000	B RS \$000	C GS \$000	D GSD* \$000	E IS \$000	F LS-1 Energy \$000	G LS-1 Facilities \$000
1	FUNCTIONALIZED REVENUE REQUIREMENTS						
2	385,407	202,284	23,182	138,189	19,278	1,464	-
3	202,327	82,112	11,076	83,124	13,724	2,291	-
4	16,465	9,024	1,021	5,873	726	21	-
5	45,134	24,738	2,788	15,552	1,990	58	-
6	122,687	73,136	7,163	39,021	1,784	1,583	-
7	75,591	51,574	5,258	18,135	-	625	-
8	80,757	39,317	6,082	4,580	881	13	29,874
9	48,629	39,471	3,328	4,884	549	254	345
10	977,187	531,654	59,916	310,188	38,932	6,310	30,219
11							
12	BILLING UNITS (ANNUAL)						
13	MWh Sales Related To:						
14		9,055,662	1,069,088	8,188,608	1,371,644	225,147	NA
15		9,055,662	1,069,088	8,176,799	401,957	225,147	NA
16		9,055,662	1,069,088	7,071,132	-	225,147	NA
17							
18	Billing kW Related To:						
19				20,737,459	3,356,134		NA
20				20,789,081	902,684		NA
21				16,593,965	-		NA
22							
23		7,182,972	797,112	180,228	672	NA	
24							

*Docket No. 080317 E.I. - Compliance Cost of Service Study Based on 2009 Projected Test Year Including 2010 Approved Step Increase

230 KV REVENUE REQUIREMENT AND RATE CALCULATION

28	Demand and Energy Rev. Req. \$	\$ 227,988,021
29	COS Column D, (Line 2 + Line 3 + Line 4)*1000	
30		
31	D&E Rev. Req. on an All-Demand Basis (\$/kW-mo.)	\$ 10.99
32	Line 27 / (Col. D, Line 19)	
33		
34	Revenue Requirement on an All-Energy Basis (\$/MWH)	\$ 27.84
35	Line 27 / (Col. D, Line 14)	
36		
37	Proposed Demand Rate \$/kW-mo.	\$10.85
38	Proposed Energy Rate \$/kWh	0.011
39		
40		
41	Other Rev. Req.: Mtr. Reading, Billing, Cust. Svc. \$	4,883,556
42	Column D, Line 9*1000	
43		
44	Other Rev. Req. on a \$/Bill Basis	\$ 27.10
45	Line 40 / (Column D, Line 23)	

230 kV Customer Charge

Line No.		
1	230 kV Metering Costs	\$113,000
2		
3	15-year Levelized Fixed Charge Rate	0.1470
4		
5	230 kV Meter Annual Revenue Requirement	\$16,611
6		
7	230 kV Monthly Revenue Requirement	\$ 1,384
8		
9	Other Rev. Req.* on a \$/Bill Basis	\$ 30
10		
11	Calculated 230 kV Customer Charge	\$ 1,414

* Meter Reading, Billing, and Customer Service

Calculation of Additional Avoided Transmission Losses

Line No.		
1	Total Transmission Losses	1.48%
2		
3	Breakdown of Total Transmission Losses*	
4	230 kV and 138kV Lines	46.34%
5	69 kV Lines	24.53%
6	Transmission Transformers	11.22%
7	Generator Step-up Transformers	17.91%
8		<u>100.00%</u>
9		
10	Avoided Losses (Line 5 and Line 6)	35.75%
11	Avoided Losses %	0.529%

* 2011 Summer Transmission Loss Study

Calculation of 15-year Levelized Fixed Charge Rate

	COST RATE	RATIO															
COMMON EQUITY	0.1125	0.5396															
PREFERRED STOCK	0.0000	0.0000															
DEBT	0.0660	0.4604															
		Property Tax Escalation Rate 1.00															
NET SALVAGE	0.00																
BOOK DEPR. RATE	0.06667	INITIAL COST 1.00															
DISCOUNT RATE	0.07937	BOOK LIFE 15 Years															
TAX RATE	0.38575	TAX LIFE 7 Years															
ITC RATE	0.00000																
OTHER TAX RATE	0.01850	0.0185	0.0185	0.0185	0.0185	0.0185	0.0185	0.0185	0.0185	0.0185	0.0185	0.0185	0.0185	0.0185	0.0185	0.0185	
DEPRECIATION		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026		
TAX BASIS	1.000																
TAX DEP RATE %	14.290	24.490	17.490	12.490	8.930	8.920	8.930	4.460									
TAX DEP	0.143	0.245	0.175	0.125	0.089	0.089	0.089	0.045	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
BOOK DEP	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	
RATE BASE ADJUSTMENTS																	
DEFERRED TAXES	0.029	0.069	0.042	0.022	0.009	0.009	0.009	-0.009	-0.026	-0.026	-0.026	-0.026	-0.026	-0.026	-0.026	-0.026	
ACC DEF TAXES	0.029	0.098	0.140	0.162	0.171	0.180	0.189	0.180	0.154	0.129	0.103	0.077	0.051	0.028	0.000	0.000	
ACC BOOK DEP	0.087	0.133	0.200	0.267	0.333	0.400	0.467	0.533	0.600	0.667	0.733	0.800	0.867	0.933	1.000	0.000	
ITC AMORTIZATION	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
ACC DEF ITC	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
RATE BASE																	
NET PLANT	0.952	0.838	0.714	0.616	0.533	0.458	0.383	0.316	0.266	0.225	0.184	0.143	0.102	0.061	0.020	0.000	
AVG DEF TAXES	0.029	0.098	0.140	0.162	0.171	0.180	0.189	0.180	0.154	0.129	0.103	0.077	0.051	0.026	0.000	0.000	
AVG ITC	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
AVG COMMON	0.514	0.451	0.385	0.332	0.286	0.247	0.206	0.170	0.144	0.122	0.099	0.077	0.055	0.033	0.011	0.000	
AVG PREF	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
AVG DEBT	0.438	0.385	0.326	0.283	0.246	0.211	0.178	0.145	0.123	0.104	0.085	0.066	0.047	0.028	0.009	0.000	
REVENUE REQUIREMENTS																	
O & M EXPENSES	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
PROPERTY TAXES/INS	0.019	0.019	0.019	0.019	0.019	0.019	0.019	0.019	0.019	0.019	0.019	0.019	0.019	0.019	0.019	0.019	
RETURN-DEBT	0.029	0.025	0.022	0.019	0.016	0.014	0.012	0.010	0.008	0.007	0.006	0.004	0.003	0.002	0.001	0.000	
RETURN-PREF	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
RETURN-COMMON	0.058	0.051	0.043	0.037	0.032	0.028	0.023	0.019	0.016	0.014	0.011	0.009	0.006	0.004	0.001	0.000	
RETURN-ITC	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
TOTAL RETURN	0.087	0.076	0.065	0.056	0.049	0.042	0.035	0.029	0.024	0.021	0.017	0.013	0.009	0.006	0.002	0.000	
CURRENT TAXES	0.007	-0.037	-0.015	0.001	0.012	0.009	0.006	0.021	0.036	0.034	0.033	0.031	0.030	0.028	0.026	0.024	
TOTAL TAXES	0.036	0.032	0.027	0.023	0.020	0.017	0.015	0.012	0.010	0.009	0.007	0.005	0.004	0.002	0.001	0.000	
CASH DEP	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	0.067	
TOTAL REVENUE REQ	0.208	0.193	0.177	0.165	0.154	0.144	0.135	0.128	0.120	0.114	0.109	0.104	0.098	0.093	0.088		
FIXED CHARGE RATE	0.20817	0.19322	0.17746	0.16470	0.15407	0.14433	0.13459	0.12598	0.11956	0.11427	0.10898	0.10369	0.09839	0.09310	0.08781		
PRESENT WORTH REVENUE REQUIREMENTS																	
2012 DOLLARS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
NPV	0.208	0.179	0.152	0.131	0.114	0.099	0.085	0.074	0.065	0.057	0.051	0.045	0.039	0.034	0.030		
FIXED CHARGE RATE	0.20817	0.17901	0.15232	0.13097	0.11351	0.09852	0.08511	0.07380	0.06490	0.05748	0.05077	0.04476	0.03935	0.03449	0.03014		
CUM NPV	0.208	0.367	0.540	0.670	0.784	0.883	0.968	1.041	1.106	1.164	1.215	1.259	1.299	1.333	1.363		
K-FACTOR	1.3633																
LEVELIZED FIXED CHARGE RATE	0.1470																
DEPRECIATION BOOK LIFE	15																

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TAMPA ELECTRIC COMPANY
 APPROVAL OF SPECIAL CONTRACT
 EXHIBIT B
 FILED: JANUARY 31, 2013

Tampa Electric Company

Exhibit C

**Project Description and Expected Benefits
(REDACTED)**

REDACTED

Exhibit C

[The content of this exhibit is redacted as it is the subject of a separate request for confidential treatment to keep the potential customer's business plans and the description of the proposed project out of the public domain to protect the potential customer's competitive interests.]