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October 5, 2021

VIA: ELECTRONIC FILING

Mr. Adam J. Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

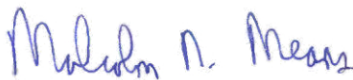
Re: Docket 20210034-EI, Petition for Rate Increase by Tampa Electric Company

Dear Mr. Teitzman:

Attached for filing in the above docket is Tampa Electric Company's Response to Staff's Eleventh Data Request (Nos. 1-21), propounded on September 28, 2021.

Thank you for your assistance in connection with this matter.

Sincerely,


Malcolm N. Means

MNM/bmp
Attachment

cc: All parties of record

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Tampa Electric Company's Response to Staff's Eleventh Data Request (Nos. 1-21), have been furnished by electronic mail on this 5th day of October 2021 to the following:

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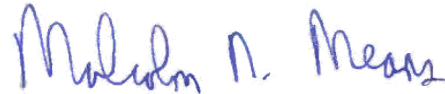
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ATTORNEY

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20210034-EI
STAFF'S ELEVENTH DATA REQUEST
REQUEST NO. 1
BATES PAGE: 1
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1. Paragraph 14 of the Settlement states that “the parties acknowledge that changing the time periods of time-of-use rates constitutes a change to a voluntary rate.” Please clarify if the Settlement tariffs include revised time-of-use rate periods, or whether tariffs will be filed in the future to modify the time-of-use periods.
 - a. Please refer to Second Revised Sheet No. 6.800 (LS-1), please explain why the utility is implementing a month-to-month term for service when purchasing Equipment costs less than ten thousand dollars.

- A** The settlement tariffs do not include any revisions to the time-of-use rate periods. At this time, there are no plans to file new tariffs to modify the current time-of-use periods but it is being considered.
 - a. Tampa Electric is adding an additional Agreement (Bright Choices Outdoor Lighting Agreement – Individual Residential) as a courtesy option for residential customers leasing equipment valued at less than \$10,000 so such residential customers are not locked into a 10-year contract stipulated by the Non-Residential Bright Choices Outdoor Lighting Agreement. The company’s intent is for such residential customers to retain the flexibility provided by a month-to-month contract that can be terminated by the customer without penalty, with 30-day notice to Tampa Electric.

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- 2.** Referring to Eleventh Revised Sheet No. 6.815 (Lighting Service Schedule LS-1), regarding Non-Standard Facilities and Services, please explain what “custom motion of traffic permits” are and how they function.
 - A.** The cost of non-standard facilities and services is borne by the customer. One example of a “non-standard facility and service” is item 13, the cost associated with a “custom motion of traffic permit”. For some projects and works on high-volume highways, as well as some roads and streets, a governmental entity may require such a permit, which includes a traffic control plan. Item 13 addresses the non-standard costs associated with the execution of the traffic control plan (e.g. lane blockage, signage, arrow boards, flaggers, etc.), in the event such a permit and traffic plan are required.

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- 3.** Referring to Sixth Revised Sheet No. 7.200, please explain why the utility added language stating that the customer must indicate the location of equipment installation by staking or other clear marking.
 - A.** The customer is requested to indicate the location of equipment installation on their property, by staking or other clear marking, to provide assurance the equipment is installed by Tampa Electric in the location desired by the customer. Because the customer is most familiar with their property and the exact location of underground facilities and equipment on it (as detailed in Revised Sheet No 7.201, Paragraph 4), this language is included to require the customer to perform this staking task.

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- 4.** Please refer to Eighth Revised Sheet No. 7.202 for the following questions:
- a. Paragraph 7 states that “The Company may request that Customer provide a cash deposit equal to two (2) months service under this Agreement.” Please state if the cash deposit will be returned to the customer at the end of a particular time period.
 - b. Please explain the circumstances under which the utility would request that a customer provide a cash deposit equal to two months of service.
- A.**
- a. The cash deposit will be returned to the customer when lighting service is discontinued.
 - b. When a customer initiates service or adds new lighting charges to their account (e.g., add new lights), they will be asked to provide a cash deposit to the company equal to two times the average monthly lighting bill.

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- 5.** Referring to Eighth Revised Sheet No. 7.204, paragraph 14, please explain what is meant by the term “reasonable property damage.”
 - A.** “Reasonable property damage” is intended to mean minor disturbances to the property installation site (such as displaced soil and sod, or equipment tire marks) that occur when Tampa Electric accesses the property to install, maintain, or remove the lighting Equipment.

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- 6.** Referring to Tenth Revised Sheet No. 7.205, please explain why the utility deleted the currently effective paragraph 18 – Amendments.
- A.** Paragraph 18 - Amendments on Tenth Revised Sheet No 7.205 was deleted in error and the company desires to reinstate the following language:

During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement (“Addenda”) upon the mutual written agreement of both parties in the form of Addendum “A” hereto.

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- 7.** Referring to Original Sheet No. 7.215 (page 1 of Bright Choices Outdoor Lighting Agreement), please define “Small Residential.”
 - A.** As described in the introductory section of the Original Sheet No. 7.215, “Small Residential” means “individual, residential property owners, residing at the Installation Site and purchasing equipment costing less than ten thousand dollars (\$10,000)”.

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- 8.** Page 7.220, paragraph 2, of the agreement states that “The Equipment shall be repaired or replaced with the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.” If replaced with closest available equipment and/or pole and if there are cost differences, who will bear the cost differences or how will the cost differences be resolved?
 - A.** In the event parts or Equipment become unavailable, the monthly facility and maintenance charges for the replacement Equipment will not change and will continue to reference the Rate Schedule for the original Equipment. Any cost differences, higher or lower, compared to the originally installed parts, will be reflected in the overall lighting rate base or maintenance costs and not affect any customer rates before the next rate change for lighting. This is true for replacement of identical parts which may be higher or lower cost than the originally installed parts.

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- 9.** Referring to Original Sheet No. 7.225, paragraph 8 – Monthly Payment, please explain or revise second paragraph that states “The current monthly base charges for facilities the “Equipment” installed under this agreement are. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be. The total monthly charge shall be per month.”
- A.** Paragraph 8 should be revised to add blanks as noted below, to state: “The current monthly base charges for “Equipment” installed under this agreement are _____. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be _____. The total monthly charge shall be _____ per month.”

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- 10.** Referring to Original Sheet No. 7.230, paragraph 9 – Term, which states “There is no Primary Term associated with this agreement. is Agreement shall be effective on the later of the dates indicated on the signature block (“effective Date”) and shall remain in force for a primary term of ten (10) year(s) (the “Primary Term” beginning on...” Please explain or revise.

- A.** Paragraph 9 should be revised to state:

"This Agreement shall be effective on the later of the dates indicated on the signature block (“Effective Date”) and shall continue on a month-to-month term (the “Term”) as provided in the Rate Schedule LS-1, beginning on the date one or more of the Equipment is installed, and if applicable, at least one light is energized and ready for use, and shall continue thereafter until terminated by either party upon providing the other party with thirty (30) days prior written notice of termination.”

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- 11.** Referring to Original Sheet No. 7.235, paragraph 13 – Termination, Removal, the last paragraph states “If such termination occurs prior to the expiration of the Primary Term...”. However, paragraph 9 on Original Sheet No. 7.230 states that there is no Primary Term associated with this Agreement. Please explain and revise paragraph 13 and 9, as needed.

- A.** Paragraph 13 should be replaced to state:

"The company may, at its option and on five (5) days written notice to Customer, terminate this agreement in the event that:

(a) the Customer fails to pay the Company for any of the services provided herein;

(b) the Customer violates the terms of this agreement;

(c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Customer pursuant to any federal or state bankruptcy law or similar federal or state law; or

(d) a trustee or receiver is appointed to take possession of the Installation Site (or if Customer is a tenant at the Installation Site, tenant's interest in the Installation Site) and possession is not restored to Tenant within thirty (30) days."

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12. Referring to Original Sheet No. 7.235, paragraph 14. Easements, states that “In the event that this agreement is terminated pursuant to Paragraph 14 or expires pursuant to Paragraph 10, each” Please revise the language with correct paragraph numbers.

A. Paragraph 14 should be revised to state:

“In the event that this agreement is terminated pursuant to Paragraph 13 or expires pursuant to Paragraph 9, each....”

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- 13.** The company proposes to restructure its demand rate service by creating two new rate schedules: 1) General Service Large Demand Primary (Tenth Revised Sheet No. 6.140); and 2) General Service Large Demand Sub transmission (Original Sheet No. 60160). Please discuss the energy cost component allocation/split between customer and demand in the two new rate schedules.
- A.** Almost every settlement agreement considered and approved by the Commission reflects give and take among the parties and reflects an integrated package of exchanged agreements and consideration. The rate design for the two new rate schedules was one of those agreements. The answer to why the energy cost component allocation/split between customer and demand in the two new rate schedules was set in the settlement the way they were is that the parties agreed to it.

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- 14.** Referring to the Fifth Revised Sheet No. 6.022 under Contract Credit Value (CCV), please explain why the Settlement resulted in higher CCV reductions at secondary voltage compared to the initially proposed CCV reductions included in the April 9, 2021 MFRs.

- A.** Tampa Electric did not request reductions to the CCV in the April 9, 2021 MFRs. However, the Settlement Agreement includes increases to the CCV credits which are currently in effect and shown on Sheet No. 6.022. The increases to CCV credits called for under the Settlement Agreement are part of the overall resolution of issues in the rate proceeding.

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15. Referring to the Twenty Ninth Revised Sheet No. 6.080 – General Service-Demand rate schedule, please explain why the Settlement tariff has been revised to add the term “Metering” under Basic Service Charges since it was deleted in the MFRs. Also please explain why demand charge categories “primary” and “sub transmission” have been deleted in the Settlement.

A. The term “Metering” exists in Tampa Electric’s current tariffs that have an effective date of January 1, 2021. This word was omitted in error in the tariff sheets submitted in the original MFR’s filed April 2021 and has been restored in the Settlement tariffs.

The demand charge categories “primary and sub transmission” were deleted from the settlement tariffs because the charges are all the same for each level of service and thus, there was no need to list them separately.

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- 16.** Referring to the Twentieth Revised Sheet No. 6.601, please explain why demand charge categories “primary” and “sub transmission” have been deleted in the Settlement.

- A.** Please see the response to Staff’s Eleventh Data Request No. 15, above.

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- 17.** Referring to the Fourteenth Revised Sheet No. 6.605, Time of Day Standby and Supplemental Demand Service (optional) rate schedule, in the Settlement, please explain why the instant rate schedule's applicability has been limited to customers with a registered demand of 999 kW or below as opposed to the 1000 kW demand proposed in the MFRs.
 - A.** When a customer's demand usage reaches 1,000 kW, the customer will then be transferred to the new rate category. To be able to establish this breakpoint, the cut off for usage had to be 1 kW below the beginning kW level of the new rate, therefore 999 kW is the highest level a customer can achieve in order to remain on that rate.

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- 18.** Referring to the Original Sheet No. 6.630, Standby Large Demand Sub transmission rate schedule, please explain why the demand charge is higher in the Settlement than was proposed in the MFRs.
 - A.** The demand charges listed in tariff sheet 6.630 that was filed for the settlement were part of the negotiated settlement and agreed upon charges with all parties to the settlement.

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- 19.** The Original Sheet No. 6.660 and 6.680, Term of Service, provides that the customer will be required to give the company written notice at least 60 months prior to transferring to a non-standby schedule. Please verify if this is a correct statement.
- A.** This statement is correct. The 60-month notices listed on tariff sheets 6.660 and 6.680 are also listed on existing tariff sheets dated January 1, 2021.

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- 20.** Please provide a comparison of proposed target revenue requirements by rate class, for 2022 and 2023, under the original MFRs and under the proposed Settlement, including a column showing the revenue requirements difference in dollars and percent difference.
- A.** Please see attached. Tampa Electric did not provide, under the original MFRs, the proposed target revenues for 2023 by rate class. Tampa Electric did provide a proposed total company revenue requirement for the 2023 GBRA in the original MFRs, which revenue requirement has been reduced in the proposed Settlement. The attached applies the allocation methodology that would have been applied to the 2023 GBRA, based on the original MFR filing time period, prior to the Settlement.

Rate Class	Settlement (Includes CETM)		MFR Proposed		Dollar Difference	Percent Difference
	2022 Target Proposed Revenues	2022 Target Proposed Revenues	2022 Target Proposed Revenues	2022 Target Proposed Revenues		
RS	\$816,287	\$854,161			(\$37,874)	-4.43%
GS	\$85,580	\$84,514			\$1,066	1.26%
GSD	\$319,215	\$384,267			(\$65,052)	-16.93%
GSLDPR	\$43,685	\$49,387			(\$5,702)	-11.55%
GSLDSU	\$24,639	\$26,866			(\$2,227)	-8.29%
LSENERGY	\$3,334	\$3,984			(\$650)	-16.32%
LSFACILITIES	\$65,750	\$59,051			\$6,699	11.34%
TOTAL	\$1,358,491	\$1,462,231			(\$103,740)	-7.09%

MFR Proposed - 12CP & 1/13
&

Rate Class	Settlement 2023 Target GBRA Revenues	Solar Allocators 2023 Target GBRA Revenues	Dollar Difference	Percent Difference	Proposed Solar Allocator	12CP & 1/13 Allocator
RS	\$70,116	\$57,944	\$12,172	21.01%	53.58%	58.43%
GS	\$8,579	\$5,177	\$3,402	65.73%	5.14%	5.02%
GSD	\$4,223	\$31,864	(\$27,641)	-86.75%	32.54%	30.39%
GSLDPR	\$578	\$4,396	(\$3,818)	-86.85%	5.06%	3.87%
GSLDSU	\$326	\$2,577	(\$2,251)	-87.35%	3.07%	2.21%
LSENERGY	\$286	\$278	\$8	3.02%	0.61%	0.08%
LSFACILITIES	\$5,648	\$0	\$5,648	Undefined	0.00%	0.00%
TOTAL	\$89,755	\$102,236	(\$12,481)	-12.21%	100%	100%

65,285 Big Bend

36,950 Solar

Rate Class	Settlement 2023 Target Total		MFR Proposed - 12CP & 1/13 &		Percent Difference
	Revenues	2023 Target Total Revenues	Solar	Dollar Difference	
RS	\$886,403	\$912,105	(\$25,702)	-2.82%	
GS	\$94,159	\$89,691	\$4,468	4.98%	
GSD	\$323,438	\$416,131	(\$92,693)	-22.27%	
GSLDPR	\$44,263	\$53,783	(\$9,520)	-17.70%	
GSLDSU	\$24,965	\$29,443	(\$4,478)	-15.21%	
LSENERGY	\$3,620	\$4,262	(\$642)	-15.06%	
LSFACILITIES	\$71,398	\$59,051	\$12,347	20.91%	
TOTAL	\$1,448,246	\$1,564,467	(\$116,221)	-7.43%	

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BATES PAGES: 24 - 25
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- 21.** Please provide an updated MFR schedule E-5 using the proposed Settlement revenue requirements.

- A.** Please see attached.

SCHEDULE E-5 SOURCE AND AMOUNT OF REVENUES - AT PRESENT AND PROPOSED RATES

FLORIDA PUBLIC SERVICE COMMISSION EXPLANATION: Provide a schedule by rate class which identifies the source and amount of all revenue included in the Cost of Service Study. The base rate revenue from retail sales of electricity must equal that shown on MFR Schedule E-13a. The revenue from service charges must equal that shown on MFR Schedule E-13b. The total revenue for the retail system must equal that shown on MFR Schedule C-4.

COMPANY: TAMPA ELECTRIC COMPANY

DOCKET NO. 20210034-EI

Type of data shown:
XX Projected Test Year Ended 12/31/2022
___ Projected Prior Year Ended 12/31/2021
___ Historical Prior Year Ended 12/31/2020
Witness: L. J. Vogt / W. R. Ashburn

Line No.	Source by Account Description Number of Source	REVENUES in \$000's										
		Total Company	Wholesale	Retail	RS	GS	GSD	IS	GSLDPR	GSLDSU	Lighting Energy	Lighting Facilities
PRESENT RATES												
1												
2												
3												
4	440-447	1,167,433	0	1,167,433	666,901	67,302	346,606	30,023	-	-	2,884	53,717
5												
6	451	19,290	-	19,290	17,193	1,691	401	-	-	-	5	-
7												
8	454	13,935	62	13,874	8,743	680	4,286	83	-	-	82	-
9												
10	456											
11		7,642	7,642	-	-	-	-	-	-	-	-	-
12		1,125	36	1,089	639	55	340	24	-	-	2	28
13		413	0	413	203	20	170	18	-	-	2	-
14		(35)	-	(35)	(171)	12	123	-	-	-	-	-
15												
16		\$ 1,209,803	\$ 7,739	\$ 1,202,064	\$ 693,508	\$ 69,760	\$ 351,927	\$ 30,149	\$ -	\$ -	\$ 2,976	\$ 53,745
17												
18												
19												
20												
PROPOSED RATES												
21												
22	440-447	1,290,113	0	1,290,113	773,680	81,752	300,250	41,834	23,354	3,492	65,750	
23												
24	451	19,290	-	19,290	17,193	1,691	401	-	-	5	-	
25												
26	454	13,935	62	13,874	8,723	678	3,876	495	20	82	-	
27												
28	456											
29		7,642	7,642	-	-	-	-	-	-	-	-	-
30		1,125	36	1,089	648	57	298	37	20	2	28	
31		413	0	413	203	20	149	23	16	2	-	
32		(44)	-	(44)	(175)	15	148	(23)	(10)	-	-	
33												
34		\$ 1,332,474	\$ 7,739	\$ 1,324,735	\$ 800,272	\$ 84,212	\$ 305,123	\$ -	\$ 42,367	\$ 23,400	\$ 3,583	\$ 65,777
35												
36												

Recap Schedules:

Supporting Schedules: E-13a, E-13b, E-13c, E-13d