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ORIGINAL

April 3, 2000

HAND DELIVERED

RECEIVED-FPSC
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RECORDS AND REPORTING

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

Re: Petition for Approval of a Special Lighting Service Agreement and Revised Lighting Tariffs by Tampa Electric Company; FPSC Docket No. 000300-EI

Dear Ms. Bayo:

Enclosed for filing on behalf of Tampa Electric Company are the original and fifteen (15) copies of each of the following:

1. Special Lighting Service Agreement (revised to correct certain portions of a table of monthly charges found on pages 2 and 3 of the agreement). These values now correspond to the component charges listed in Exhibit C to the agreement.
2. Proposed Seventh Revised Sheet No. 6.305 (corrected to have the fixture and maintenance charges for the 175 Watt Metal Halide lights (Shoebox fixtures) in Schedule OL-3 corrected to agree with cost support data).
3. The final two pages of this filing are Seventh Revised Sheet No. 6.305 shown in legislative format to reflect changes.

We would appreciate your distributing these corrected copies of the agreement and proposed tariff sheet to the recipients of the company's March 9, 2000 petition in this proceeding.

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

AFA	_____
APP	_____
CAF	_____
CMU	_____
CTR	_____
EAG	_____
LEG	_____
MAS	_____
OPC	_____
RRR	_____
SEC	_____
WAW	_____
OTH	_____

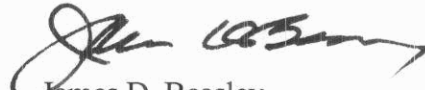
DOCUMENT NUMBER-DATE

04068 APR-38

FPSC-RECORDS/REPORTING

Thank you for your assistance in connection with this matter.

Sincerely,



James D. Beasley

JDB/pp
Enclosures

cc: Angela Llewellyn (w/encls.)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of this _____ day of _____, 2000 by and between the CITY OF TAMPA ("City"), a municipal corporation of the State of Florida with an address for purposes of this Agreement of 306 Jackson Street E., Tampa, Florida 33602 and Tampa Electric Company ("Tampa Electric"), a corporation organized and existing under the laws of the State of Florida located at 702 N. Franklin Street, Tampa, Florida 33602. For purposes of this Agreement Tampa Electric shall include its officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, of successor corporations.

WITNESSETH

WHEREAS, the City owns the 7th Avenue Archway in Ybor City; and

WHEREAS, the City would like to improve the lighting system of its 7th Avenue Archways; and

WHEREAS, Tampa Electric has proposed to install, maintain and operate a lighting system for the 7th Avenue Archway in Ybor City upon certain terms and conditions as more particularly set forth herein; and

WHEREAS, the City desires that the 7th Avenue Archway in Ybor City to be lighted; and

WHEREAS, it is in the best interest of the City and Tampa Electric to enter into this Agreement regarding the lighting system for the 7th Avenue Archway in Ybor City.

NOW, THEREFORE, in consideration of the recitals set forth alone and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals

The foregoing recitals set forth above are true and correct and are incorporated into the body of this Agreement by reference.

2. Obligations of Tampa Electric

2.1 Tampa Electric shall furnish, install, operate, and maintain, for the term of this Agreement, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as ("Equipment"): Lighting System for the 7th Avenue Archway in Ybor City - including wiring, sockets and light bulbs as described in Exhibit A to this Agreement.

2.2 The Equipment shall be located at Seventh Avenue between Nuccio Parkway and Twenty-Second Street ("Installation Site"). The Equipment shall be configured and installed by Tampa Electric in accordance with the design sketch attached hereto as Exhibit B. In the event that Tampa Electric is unable to install the Equipment in conformance with the design sketch attached hereto as Exhibit B and made a part hereof by this reference, or if either Tampa Electric or

the City are unable to obtain some or all of the equipment selected by Tampa Electric or the City, Tampa Electric shall promptly advise the City and shall provide the City with a revised sketch showing all alterations in connection with the installation of the Equipment. The City shall have fifteen (15) days from the receipt of any revised design sketch from Tampa Electric to review the revised design sketch and to approve or object to any proposed changes in connection with the design and installation of the Equipment. If the City objects to any changes in the installation of the Equipment as shown on the revised design sketch, then Tampa Electric shall not install the Equipment until Tampa Electric and the City have mutually agreed upon a resolution to the City's objection(s). Tampa Electric shall not commence with the installation of the Equipment without the written approval of the City to any changes shown on the revised sketch; provided, however, if the City has not approved or objected to any changes as shown in the revised design sketch within the above mentioned fifteen (15) day period, then the City shall be deemed as having approved all changes in connection with the installation of the Equipment as shown on the revised design sketch. The City shall be responsible for all costs incurred to repair or replace any Equipment which is damaged during construction of City's facilities or by vandalism or otherwise, excluding any damage caused by Tampa Electric. Thereafter, relocation of any Equipment shall be done only at the City's expense. The City shall be responsible for notifying the Tampa Electric of all Equipment outages. Tampa Electric shall promptly correct and repair all Equipment outages reported by the City.

2.3 Tampa Electric will furnish electricity to operate the Equipment for approximately 4200 hours or less, depending on the controlling device, each calendar year. Tampa Electric will use reasonable diligence at all times to provide continuous service and maintain the Equipment in operating order, but shall not be liable to the City for any damages arising from causes beyond its control.

3. Obligations of City

3.1 During the term of this Agreement, the City shall pay Tampa Electric monthly for services provided pursuant to monthly contract rates specified in Exhibit C to this Agreement, as approved by the Florida Public Service Commission. All bills shall be due when rendered.

The subtotal monthly charge for facilities installed under this Agreement shall be as indicated in Column A plus all applicable fuel and other adjustment clause charges and (where applicable) franchise fees and taxes, for a total as indicated in Column B per month under current tax rates, pursuant to the monthly contract rates specified in Appendix B to this Agreement for a term as indicated in Column D.

Column A Non-Fuel Charges	Column B Fuel and Other Charges	Column C Rate Schedule	Column D Term
\$1,125.60	\$1,397.70	Special Contract Rate for Ybor Archway Lighting System	6 yrs.

Monthly Grand Total

\$1,125.60	\$1,397.70	Special Contract Rate for Ybor Archway Lighting System
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3.2 The City hereby grants Tampa Electric a **non-exclusive license** for ingress and egress over and under the Installation Site for installation, inspection, operation, maintenance, and removal of the Equipment. The license shall terminate upon Tampa Electric's removal of the Equipment. The Equipment shall remain Tampa Electric's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. In no event shall the City place upon or attach to the Equipment, except with Tampa Electric's prior written consent and as set forth in Tampa Electric's "Guidelines for Attaching Banners to TEC Poles", any sign or device of any nature, or place, install, or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. Tampa Electric is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph. In the event that this Agreement is terminated pursuant to paragraph 5 or expires pursuant to this Paragraph 7, the City expressly grants Tampa Electric the continued right of entry for a period of sixty (60) days to remove the Equipment, or any part hereof, from the Installation Site. The City shall make no claim whatsoever to the Equipment or any interest or right therein.

4. **Effective Date.**

4.1 This Agreement shall be effective on the later of the dates indicated on the signature block and shall remain in force for a primary term of 6 year(s) beginning on the date the Equipment is installed and all lights are energized and ready for use and shall continue thereafter for successive one-year terms until terminated by either party upon providing the other party with thirty (30) days prior written notice of termination.

5. **Effect of Default**

5.1 In the event that the City fails to pay Tampa Electric for any of the service provided herein, or violates the terms of this Agreement, Tampa Electric may, at its option and on thirty (30) days' written notice, terminate this Agreement if the violation is not cured within the thirty (30) day period or such additional time as may be required for a non-monetary default provided that the City has commenced to cure the default within thirty (30) days written notice thereof from Tampa Electric and is diligently proceeding to cure the default.

5.2 In the event that Tampa Electric fails to provide services stated herein, or violates the terms of this Agreement, the City may, at its option and on thirty (30) days' written notice, terminate this Agreement if the violation is not cured within the thirty (30) day period or such additional time as may be required; provided, however, that Tampa Electric is diligently proceeding to cure the default.

6. Insurance

6.1 During the term of this Agreement, Tampa Electric shall provide, pay for, and maintain commercial general liability insurance and/or self insurance with minimum bodily injury and property damage limits of \$1,000,000 combined single limit each occurrence and annual aggregate. Such policy shall cover liability arising from premises and operations, products and completed operations, independent contractors, personal and advertising injury, and contractual liability assumed under this Agreement.

6.2 In addition, Tampa Electric shall ensure that all of its contractors carry adequate limits of insurance. The following minimum types and limits of insurance must be maintained by Tampa Electric's contractors, subcontractors, subcontractors, and material-men during installation, construction, and maintenance of the archway lights:

6.2.1 Commercial General Liability insurance with a minimum limit of \$1,000,000 each occurrence and annual aggregate. The policy shall include the City as an additional insured and shall be written according to the same specifications as are applicable to Tampa Electric.

6.2.2 Automobile Liability Insurance with a minimum limit of \$500,000 each accident. The policy shall be maintained in accordance with the laws of the State of Florida as to the ownership, maintenance, and use of all owned, non-owned, leased, and hired vehicles used in connection with installation, construction, maintenance and removal of the agency/generator System.

6.2.3 Workers' Compensation Insurance covering all employees engaged in work for Tampa Electric in accordance with the laws of the State of Florida.

6.2.4 Employers Liability Insurance with minimum limits of \$100,000 disease each employee, \$500,000 discuss aggregate, and \$100,000 each accident.

6.3 All insurance and/or self-insurance shall be from responsible companies duly authorized to do business in the State of Florida. Liability policies required herein except Workers Compensation and Employer's Liability shall provide that the City is an additional insured as to the operations, contemplated under this Agreement, of Tampa Electric, its contractors, subcontractors, consultants, agents and employees, and shall also provide the severability of interest provision.

6.3.1 The insurance coverage and limits required shall be evidenced by properly executed certificates of insurance on forms.

6.3.2 The authorized representative of the insurance company and/or self-insuring entity shown in the certificate shall personally and manually sign each certificate.

6.3.3 Thirty (30) days written notice shall be given to the City of any intent not to renew or reduction in policy coverage, except in the application of the aggregate liability limits provision. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by this Agreement.

6.3.4 The insurance coverage required herein is to be primary to any insurance carried by the City or any self-insurance program thereof.

7. **Assignment**

7.1 Neither party may assign this Agreement, in whole or in part, without the prior written approval of the other party.

8. **Jurisdiction and Venue**

All headings contained herein are for informational purposes only and shall not be construed as defining or limiting the terms of this Agreement. This Agreement shall be governed in accordance with the laws of the State of Florida. Venue for any legal proceeding initiated to enforce the terms of this Agreement shall be in Hillsborough County, Florida and shall be binding on Tampa Electric, the City and their respective successors and assigns.

9. **Waiver**

No delay or failure by City or Tampa Electric to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

10. **Entire Agreement**

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate in its name by its mayor, and attested and its official seal to be affixed thereto by its City Clerk, and Tampa Electric Company has hereunto set its hand, this day and year written above.

ATTEST:

CITY OF TAMPA

Janett S. Martin
City Clerk

By: _____ (SEAL)
Dick A. Greco, Mayor

ATTEST:

TAMPA ELECTRIC COMPANY

By: _____ (SEAL)

APPROVED AS TO FORM:

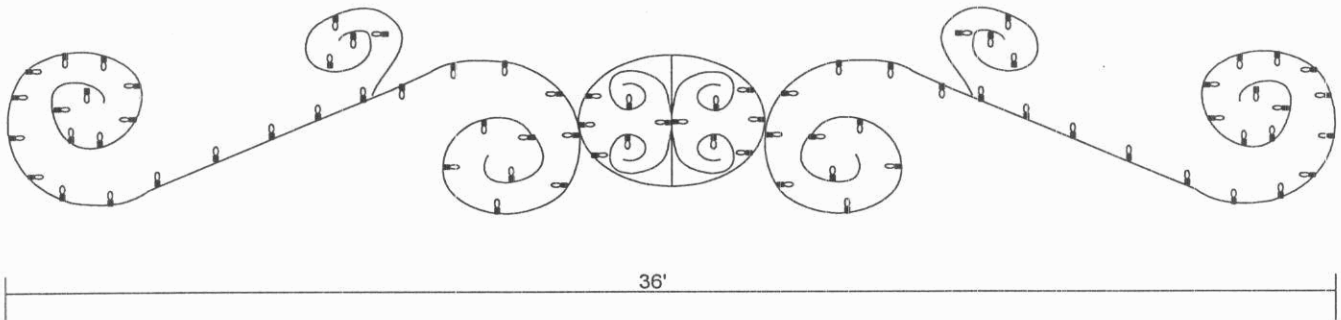
JODY L. POLLICK
ASSISTANT CITY ATTORNEY

Exhibit A

- I. All of the archways will have new lighting systems installed (30 archways)
 - a. Specifically, Tampa Electric Company will remove existing lighting system and replace the lamps, the sockets and wiring.
- II. There is no up-front cost to the City of Tampa for the archway lighting renovations.
- III. The City of Tampa will be billed on a monthly basis for this service (see Exhibit C for billing amount).
- IV. Tampa Electric Company will inspect and make repairs (as needed) to the lighting system twice a year (the specific times are to be determined and agreed upon in writing by the Tampa Electric Company and City of Tampa staff).
- V. Tampa Electric is solely responsible for the new archway lighting system.

Exhibit B

Ybor City Archway Lighting System



Materials Description

1. Bulbs --- Sylvania 120volt, 10,000 hour
2. Base --- Outdoor Snap-On Candelabra
3. Conductor --- #12 THHN

There are 30 archways and 80 lights per archway

The lighting systems will be attached (banded/strapped) to the existing archway structures.

Tampa Electric Company will own, maintain and operate the archway lighting systems; the City of Tampa will own and maintain the metal structure of the archway.

Exhibit C

MONTHLY CONTRACT RATES

80 Bulb Ybor City Archway Light Facilities Charge	\$15.26 / Month
80 Bulb Ybor City Archway Light Maintenance Charge	\$16.44 / Month
80 Bulb Ybor City Archway Light Hours of Operation	350 Hrs / Month
80 Bulb Ybor City Archway Light Watts per Bulb	10 Watts
80 Bulb Ybor City Archway Light kWh Consumption	280 kWh / Month
80 Bulb Ybor City Archway Light Energy Rate	As provided in Rate Schedule SL-2
80 Bulb Ybor City Archway Light Recovery Clause Rates	As provided in Rate Schedule SL-2
80 Bulb Ybor City Archway Light Energy Charge	Consumption times Energy Rate
80 Bulb Ybor City Archway Light Recovery Clause Charge	Consumption times Recovery Clause Rates
80 Bulb Ybor City Archway Light Taxes and Fees	As provided in Rate Schedule SL-2

Continued from Sheet No. 6.304

Shoebox	9,500	100	9.02	1.36	10.38
Shoebox	28,500	250	10.37	1.45	11.82
Shoebox	50,000	400	10.37	1.54	11.91
Flat Decorative*	50,000	400	23.86	1.75	25.61

Fixture Type Metal Halide

Shoebox	12,000	175	\$7.28	\$5.14	\$12.42
Shoebox	34,560	400	10.33	2.46	12.79
Shoebox	105,600	1000	15.63	4.56	20.19
Flood	34,560	400	7.55	2.33	9.88
Flood	105,600	1000	9.48	4.56	14.04
Cube Decorative*	36,000	400	6.87	2.96	19.83
General Post Top	14,000	175	14.78	5.84	20.62
Salem Post Top	14,000	175	10.81	5.29	16.10

Additional light on a pole

Shoebox	9,500	100	\$7.71	\$1.36	\$9.07
Shoebox	12,000	175	7.28	5.14	12.42
Shoebox	28,500	250	8.21	1.45	9.66
Shoebox	50,000	400	9.56	1.54	11.10
Flat Decorative*	50,000	400	22.80	1.75	24.55
Shoebox	34,560	400	9.52	2.46	11.98
Shoebox	105,600	1000	15.63	4.56	20.19
Flood	34,560	400	7.20	2.33	9.53
Flood	105,600	1000	9.13	4.56	13.69
Cube Decorative*	36,000	400	17.21	2.96	20.17

*(Closed to new business beginning _____)

Pole/Wire Charge:

<u>Pole/Wire Type</u>			<u>Pole/Wire Charge</u>	<u>Maintenance Charge</u>	<u>Total Monthly Charge</u>
Heritage*	Post Top, DB Alum	UG	\$21.70	\$0.99	\$22.69
Capitol*	Post Top, DB Alum	UG	33.41	0.85	34.26
Waterford	Post Top, DB Conc	UG	22.19	0.06	22.25
Aluminum*	Post Top, DB Alum	UG	15.36	0.06	15.42
Arlington*	Post Top, DB Alum	UG	20.70	0.85	21.55
Charleston	Post Top, DB Alum	UG	21.10	0.85	21.95
Riviera*	Post Top, DB Alum	UG	26.03	0.99	27.02

Continued to Sheet 6.306

TAMPA ELECTRIC COMPANY

SEVENTH SIXTH REVISED SHEET NO. 6.305
 CANCEL SIXTH FIFTH REVISED SHEET NO. 6.305

Continued from Sheet No. 6.304

D-Shoebox	9,500	100	9.02	1.36	10.38 9.88
L-Shoebox	28,500	250	10.37	1.45	11.82 10.47
E-Shoebox	50,000	400	10.37	1.54	11.91
K-Flat Decorative*	50,000	400	23.86	1.75	25.61

Fixture Type Metal Halide

Shoebox	12,000	175	\$7.28	\$5.14	\$12.42
F-Shoebox	34,560	400	10.33	2.46	12.79
M-Shoebox	105,600	1000	15.63	4.56	20.19
G-Flood	34,560	400	7.55	2.33	9.88
H-Flood	105,600	1000	9.48	4.56	14.04
J-Cube Decorative*	36,000	400	6.87	2.96	19.83
K-General Post Top	14,000	175	14.78	5.84	20.62
L-Salem Post Top	14,000	175	10.81	5.29	16.10

Additional light on a pole

d-Shoebox	9,500	100	\$7.71	\$1.36	\$9.07
Shoebox	12,000	175	7.28	5.14	12.42
t-Shoebox	28,500	250	8.21	1.45	9.66
e-Shoebox	50,000	400	9.56	1.54	11.10
k-Flat Decorative*	50,000	400	22.80	1.75	24.55
f-Shoebox	34,560	400	9.52	2.46	11.98
m-Shoebox	105,600	1000	15.63	4.56	20.19
g-Flood	34,560	400	7.20	2.33	9.53
h-Flood	105,600	1000	9.13	4.56	13.69
j-Cube Decorative*	36,000	400	17.21	2.96	20.17

*(Closed to new business beginning _____)

Pole/Wire Charge:

Pole/Wire Type		Pole/Wire Charge	Maintenance Charge	Total Monthly Charge
1-UG Post Top, DB Alum, Painted Plain		\$21.70	\$0.99	\$22.69
2-UG Post Top, AD Alum, Fluted		33.41	0.85	34.26
3-UG Post Top, DB Conc,		22.19	0.06	22.25
4-UG Post Top, DB Alum, Spun		15.36	0.06	15.42
Heritage* Post Top, DB Alum	UG			
Capitol* Post Top, DB Alum	UG			
Waterford Post Top, DB Conc	UG			
Aluminum* Post Top, DB Alum	UG			

ISSUED BY: J. B. Ramil President

DATE EFFECTIVE: December 1, 1998

TAMPA ELECTRIC COMPANY

~~SEVENTH SIXTH~~ REVISED SHEET NO. 6.305
~~CANCEL SIXTH FIFTH~~ REVISED SHEET NO. 6.305

5-UG	Post Top, AB Alum, Painted Plain	20.70	0.85	21.55
6-UG	Post Top, AB Alum, Painted Decorative	21.10	0.85	21.95
7-UG	Post Top, DB Alum, Painted Vintage	26.03	0.99	27.02
Arlington*	Post Top, DB Alum		UG	
Charleston	Post Top, DB Alum		UG	
Riviera*	Post Top, DB Alum		UG	

Continued to Sheet 6.306

ISSUED BY: J. B. Ramil President

DATE EFFECTIVE: ~~December 1, 1998~~