

AUSLEY & MCMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9118 FAX (850) 222-7560

November 6, 1997

HAND DELIVERED

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

971163-RE

Re: Tampa Electric Company's Petition for Approval of Special Contract for City of Oldsmar Lighting Service

Dear Ms. Bayo:

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 for City of Oldsmar Lighting Service.

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
Enclosures

RECEIVED & FILED
NOV 11 1997
EPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
11-93 NOV-65
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval)
of Special Contract for)
City of Oldsmar Lighting)
Service.)

DOCKET NO.
FILED: November 6, 1967

PETITION

Tampa Electric Company ("Tampa Electric" or "the company"), pursuant to Fla. Admin. Code Rule 25-9.034, files this its Petition for Approval of Special Contract for City of Oldsmar Lighting Service, and in support thereof says:

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:

Mr. Lee L. Willis
Mr. James D. Beasley
Ausley & McMullen
Post Office Box 391
Tallahassee, Florida 32302

Ms. Angela Llewellyn
Regulatory Specialist
Tampa Electric Company
Post Office Box 111
Tampa, Florida 33601

3. In this petition, Tampa Electric seeks approval of a special lighting contract to provide Premium Outdoor Lighting Service to the City of Oldsmar ("City" or "the City") under Tampa Electric's existing Rate Schedule OL-3. The requested special lighting contract is provided in standard format as Exhibit "A" to

DOCUMENT NUMBER-DATE

11493 NOV-65

FPSC-RECORDS/REPORTING

this petition. In addition, the standard form of contract for normal service under Rate Schedule OL-3 is provided as Exhibit "B" and a legislative format version of the requested special lighting contract is provided as Exhibit "C". While the rates for service to be provided to Oldsmar are unaffected under the special lighting contract (see Exhibit "D" to this petition which contains the current tariff sheets for Rate Schedule OL-3), there are three significant changes to the terms for service that require changes to the contract form contained in Tampa Electric's tariff Section 7.

4. The first change is to change the initial term of service from seven to five years. This change, contained in paragraphs 4 and 5 of the special contract, was made to recognize the desire of the City to have the option to purchase the lighting system starting at the end of five years.

5. The second change is to provide language in paragraph 7 of the special contract regarding the aforementioned City right to purchase the lighting system after the five year initial term has ended. The purchase price is determined, as provided for under the special contract, based on the depreciated installed cost (adjusted for any replacement or enhancement modifications made) of the lighting system for the first five years after the option is provided adjusted to a fair market value thereafter. The depreciation rate provided for under the contract represents Tampa

Electric's approved depreciation rates for this type of lighting equipment.

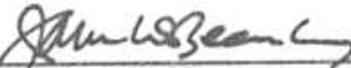
6. The third change is to revise language in the existing contract form providing the ability of the City to install banners upon the lighting poles subject to Tampa Electric guidelines, which are provided for as an attachment to the contract, are provided as Exhibit "E". The lighting system being constructed for the City is in the downtown area and the City requested the ability to put banners on standards attached to these lighting poles for use by the City as advertising and aesthetic tools during town events to promote those events. Language in paragraph 9 of the special contract governs the use of the guidelines.

7. The contract language changes and the benefits to the City that they represent (i.e. to enable the City to purchase the lighting system beginning at the end of five years service and to attach special banners to the lighting poles) will enhance the value of the lighting system to the City while not increasing the cost of service to Tampa Electric or Tampa Electric's other lighting customers.

WHEREFORE, Tampa Electric requests that this Commission consent to the application of the proposed special contract for application to lighting service provided to the City of Oldsmar as set forth in Exhibit "A".

DATED this 6th day of November, 1997.

Respectfully submitted,



LEE L. WILLIS
JAMES D. BEASLEY
Ausley & McMullen
Post Office Box 391
Tallahassee, FL 32302
(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

EXHIBIT A

**Tampa Electric Company
Premium Outdoor Lighting Agreement**

THIS AGREEMENT made this _____ day of _____, 1997, between the City of Oldsmar, herein called the "Customer" located at 100 State Street, Oldsmar, Florida, 34677 and Tampa Electric Company, a Florida corporation, located at 702 N. Franklin St. Tampa, Florida 33602 herein called the "Company."

WITNESSETH:

That the Customer and the Company hereby agree as follows:

1. The Company will install, operate and maintain throughout the term of this agreement the following outdoor lighting Equipment (all of which, together with accessories, attachments, additions, replacement parts, and repairs, shall be referred to herein as the "Equipment"):

Twenty-nine (29) black 100 watt high pressure sodium classic fixtures on twenty-nine (29) 16' 4" black Victorian concrete poles mounted at a height of 13'1" served by underground wiring on the premises along State Street in Oldsmar, Pinellas County, Florida, said Equipment to be located as indicated on the plan attached to and by this reference made a part of this agreement.

2. The Company shall bear all normal costs of the initial installation of such Equipment. Thereafter, should it become necessary for the relocation of any of the Equipment for the Customer's convenience, the Customer shall reimburse the Company for the actual expense incurred in accomplishing such relocations.
3. The Company will furnish electricity to operate the lights approximately 4,200 hours each calendar year and will maintain said Equipment in operating order, but shall not be liable or responsible for the failure thereof at any time due to causes beyond the reasonable and practical control of the Company. The Customer acknowledges that the lights will be operated by a photo-cell which will cause the same to be illuminated from dusk to dawn each day.
4. The Customer will pay the Company for the service to be furnished by the Company hereunder, the monthly service rates in accordance with the terms of Rate Schedule OL-3 as filed with the Florida Public Service Commission (current Rate Schedule OL-3 attached). The monthly service rate shall be the sum of \$1,131.29, plus fuel adjustment, energy conservation charge, and (where applicable) franchise fees and taxes unless and until the same is changed pursuant to authorization of the Florida Public Service Commission. Such total sum to be payable monthly by Customer to Company for a period of not less than five (5) years after the installation is completed.

5. This Agreement shall remain in force for a primary term of five (5) years beginning on the date the Equipment is installed and all lights are ready for use and shall continue after the primary term for successive terms of one year each until terminated by either party giving the other party thirty (30) days prior written notice of intention to terminate.
6. Any lights not described in Paragraph 1 or installed pursuant to Paragraph 8 shall not be considered a part of this agreement.
7. Title to all Equipment furnished by the Company shall remain in the name of the Company at all times. However, the Customer shall have the option to purchase the Equipment at the end of the five year primary term specified above and any time thereafter while this agreement is in force. The purchase price for the Equipment shall be the sum of \$83,184.50, minus depreciation calculated at the rate of 4.9% per year from the date of purchase to the date of installation, provided there has been no replacement or enhancement modifications made to the Equipment. If replacement or enhancement modifications have been made, the purchase price shall be adjusted to reflect those modifications. If said Equipment has not been purchased after 10 years from the date of installation, the purchase price thereafter shall be adjusted to its fair market value at the date of request for purchase. The fair market value shall be determined through an appraisal based on a mutually acceptable methodology. This option agreement may not be assigned by the Customer. **THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE,** with regard to Equipment purchased by the Customer. However, the Company shall warranty the equipment for a period of 180 days during which time a replacement of the Equipment, as the result of faulty installation or defective equipment which is subject to a manufacturers warranty, shall not be adjusted into the purchase price.

Upon purchase of the Equipment, the Customer shall be responsible for all costs and liabilities associated with owning, operating and maintaining the Equipment as purchased from Company or as the Equipment may be subsequently modified by the Customer. In addition, the Customer shall assume all costs of modifying the Equipment to meet any required operating standards as defined by the National Electric Code. The Customer shall indemnify and hold harmless Tampa Electric, its successors and assigns, to the extent allowable by law (F.S. 768.28), against any and all costs, liabilities, penalties, fees, judgments, awards or expenses, including reasonable attorney's fees, which arise from the Customer's purchase, operation, maintenance, modification or failure to modify the Equipment.

Upon expiration of this agreement, the company shall have the option to remove all or any part of said Equipment within a reasonable time thereafter, if the Customer has not exercised its option to purchase the Equipment as provided above.

8. Company agrees to make every effort to obtain Equipment for use in repairs and/or replacement to match original installed Equipment. Company, however, does not guarantee that Equipment will always be available as manufacturers of Equipment may no longer make such Equipment available or other circumstances beyond Company's control. In the event original Equipment is no longer available, Company will provide and Customer agrees to accept Equipment to match as closely as possible of like kind and quality.
9. The Customer shall, by ordinance, grant the Company an easement over and under the premises upon which the Equipment is to be installed for ingress and egress and for installation, inspection, maintenance and removal of the Company's Equipment. This agreement shall not become effective until such ordinance granting the easement is granted. In no event shall the Customer, or anyone acting under authority of the Customer, place upon or attach to any of the Company's Equipment any sign or device of any nature whatsoever, except banners and other mounting devices as set forth in Tampa Electric's "Guidelines for Attaching Banners to TEC Poles", as included in this agreement by reference, or place, install or permit to exist, anything, including trees or shrubbery, in such close proximity to the Company's Equipment as to interfere with such Equipment or tend to create a dangerous condition. The Company is hereby granted the right to forthwith remove anything placed, installed, or existing in violation of this paragraph with the exception of a written agreement for attachment.
10. In the event the Customer fails to pay for the service herein before stipulated, or otherwise violates the terms of this agreement, the Company shall have the option to declare this agreement terminated. If such termination occurs prior to the expiration of the primary term, the Customer agrees to pay the Company an amount equal to the monthly rate for service less fuel adjustment, energy conservation charge, and (where applicable) franchise fees and taxes for each month of the unexpired primary term as liquidated damages for such early termination. Company agrees to give Customer twenty (20) days written notice before declaring the agreement terminated.
11. The agreements herein contained shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto.

12. Customer acknowledges that the lighting design is to the Customer's request and said design may not necessarily meet recommended foot candle requirements as set forth by Illuminating Engineering Society of North America . THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, and neither assumes nor authorizes any other person to assume for it any liability in connection with this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in due form of law, this day and year first written above.

CITY OF OLDSMAR

TAMPA ELECTRIC COMPANY

Jerald Beverland
Mayor

Joseph N. Cascio
Outdoor Lighting Department Manager

Bruce T. Haddock
City Manager

Witness
Tampa Electric Company

ATTEST:

Lisa A. Lene, CMC, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, Esq., City Attorney

EXHIBIT B

PREMIUM OUTDOOR LIGHTING AGREEMENT

THIS AGREEMENT made this ____ day of _____, 19____, between _____, herein called the "Customer" located at _____ and TAMPA ELECTRIC COMPANY, a Florida Corporation, located at 702 N. Franklin, Tampa, Florida 33602 herein called the "Company."

W I T N E S S E T H:

That the Customer and the Company hereby agree as follows:

1. The Company will install, operate and maintain throughout the term of this agreement the following outdoor lighting equipment:

on the premises in _____, Florida, said equipment to be located as indicated on the sketch attached to and by this reference made a part of this agreement.

2. The Company shall bear all normal costs of the initial installation of such equipment, with the exception of the following:

Thereafter, should it become necessary for the relocation of any of the equipment for the Customer's convenience, the Customer shall reimburse the Company for the actual expense incurred in accomplishing such relocations.

3. The Company will furnish electricity to operate the lights approximately 4,200 hours each calendar year and will maintain said equipment in operating order, but shall not be liable or responsible for the failure thereof at any time due to causes beyond the reasonable and practical control of the Company. The Customer acknowledges that the lights will be operated by a photo-cell which will cause the same to be illuminated from dusk to dawn each day.

DATE EFFECTIVE: January 1, 1989

4. The Customer will pay the Company for the service to be furnished by the Company hereunder, the annual service rates in accordance with the terms of Rate Schedule OL-3 as filed with the Florida Public Service Commission. The annual service rate shall be the sum of \$_____, plus fuel adjustment, energy conservation charge, oil backout charge and (where applicable) franchise fees and taxes unless and until the same is changed pursuant to authorization of the Florida Public Service Commission. Such total sum to be payable in monthly installments by Customer to Company for a period of not less than seven (7) years after the installation is completed. Customer agrees to deposit with the Company the additional cash sum of _____, which is equivalent to two (2) months service under this contract, or upon acceptance of the Company, place a surety bond or an irrevocable letter of credit from a local bank, with the Company in the same amount. The Company will annually credit the Customer's bill with an interest amount designed and approved by the Florida Public Service Commission on a cash deposit.

5. This agreement shall remain in force for a primary term of seven (7) years beginning on the date the equipment is installed and all lights are ready for use and shall continue after the primary term for successive terms of one year each until terminated by either party giving the other party thirty (30) days prior written notice of intention to terminate.

6. Any lights not described in Paragraph 1 and not installed as per Paragraph 5 shall not be considered a part of this agreement.

7. Title to all equipment furnished by the Company shall remain in the name of the Company at all times, and upon expiration or termination of this agreement, the Company shall have the option to remove all or any part of said equipment within a reasonable time thereafter.

8. Company agrees to make every effort to obtain equipment for use in repairs and or replacement to match original installed equipment. Company however does not guarantee that equipment will always be available as manufacturers of equipment may no longer make such equipment available or other circumstances beyond Company's control. In the event original equipment is no longer available, Company will provide and Customer agrees to accept equipment to match as closely as possible of like kind and quality.

DATE EFFECTIVE: January 1, 1989

9. The Company is hereby granted an easement over and under the premises upon which the equipment is to be installed for ingress and egress and for installation, inspection, maintenance and removal of the Company's equipment. In no event shall the Customer, or anyone acting under authority of the Customer, place upon or attach to any of the Company's equipment any sign or device of any nature whatsoever, or place, install or permit to exist, anything, including trees or shrubbery, in such close proximity to the Company's equipment as to interfere with such equipment or tend to create a dangerous condition. The Company is hereby granted the right to forthwith remove anything placed, installed or existing in violation of this paragraph.

10. In the event the Customer fails to pay for the service herein before stipulated, or otherwise violates the terms of this agreement, the Company shall have the option to declare this agreement terminated. If such termination occurs prior to the expiration of the primary term, the Customer agrees to pay the Company an amount equal to the monthly rate for service less fuel adjustment, energy conservation charge, oil backout charge, and (where applicable) franchise fees and taxes for each month of the unexpired primary term as liquidated damages for such early termination. Company agrees to give Customer twenty (20) days written notice before declaring the agreement terminated.

11. The agreements herein contained shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. In the event of sale of the subject property the Customer and the assignment of the Customer's rights hereunder to the purchaser, such purchaser shall be substituted herein for the Customer with respect to all rights and obligations.

12. Customer acknowledges that the lighting design is to Customer's request and said design may not necessarily meet recommended foot candle requirements as set forth by Illuminating Engineering Society of North America. The Company makes no warranty either expressed or implied including implied warranties of fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with this agreement.

DATE EFFECTIVE: January 1, 1989

TAMPA ELECTRIC COMPANY

ORIGINAL SHEET NO. 7.453

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in due form of law, this day and year first above written.

Witnesses as to execution by
Customer

CUSTOMER

_____ (Seal)
_____ (Title)

Witnesses as to execution by
Company

COMPANY

TAMPA ELECTRIC COMPANY

BY: _____ (Seal)
_____ (Title)

COUNTY OF _____

STATE OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ and _____ of _____ corporation, on behalf of said corporation.

Notary Public, State of Florida
My Commission expires: _____

COUNTY OF _____

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, of TAMPA ELECTRIC CO., a corporation, on behalf of said corporation.

Notary Public, State of Florida
My Commission expires: _____

DATE EFFECTIVE January 1, 1989

EXHIBIT C

**Tampa Electric Company
Premium Outdoor Lighting Agreement**

THIS AGREEMENT made this _____ day of _____, 1997, between the City of Oldsmar, herein called the "Customer" located at 100 State Street Oldsmar, Florida 34677 and Tampa Electric Company, a Florida corporation, located at 702 N. Franklin St. Tampa, Florida 33602 herein called the "Company."

WITNESSETH:

That the Customer and the Company hereby agree as follows:

1. The Company will install, operate and maintain throughout the term of this agreement the following outdoor lighting Equipment all of which, together with accessories, attachments, additions, replacement parts, and repairs, shall be referred to herein as the "Equipment":

Twenty-nine (29) black 100 watt high pressure sodium classic fixtures on twenty-nine (29) 16' x black Victorian concrete poles mounted at a height of 13' served by underground wiring on the premises in along State Street in Oldsmar, Pinellas County, Florida, said Equipment to be located as indicated on the sketch plan attached to and by this reference made a part of this agreement.

2. The Company shall bear all normal costs of the initial installation of such Equipment with the exception of the following: Thereafter, should it become necessary for the relocation of any of the Equipment for the Customer's convenience, the Customer shall reimburse the Company for the actual expense incurred in accomplishing such relocations.
3. The Company will furnish electricity to operate the lights approximately 4,200 hours each calendar year and will maintain said Equipment in operating order, but shall not be liable or responsible for the failure thereof at any time due to causes beyond the reasonable and practical control of the Company. The Customer acknowledges that the lights will be operated by a photo-cell which will cause the same to be illuminated from dusk to dawn each day.
4. The Customer will pay the Company for the service to be furnished by the Company hereunder, the monthly annual service rates in accordance with the terms of Rate Schedule OL-3 as filed with the Florida Public Service Commission current Rate Schedule OL-3 attached. The monthly annual service rate shall be the sum of \$1,312.29, plus fuel adjustment, energy conservation charge, oil backout charge and (where applicable) franchise fees and taxes unless and until the same is changed pursuant to authorization of the Florida Public Service Commission. Such total sum to be payable in monthly installments by Customer to

Company for a period of not less than ~~five (5)~~ seven (7) years after the installation is completed. Customer agrees to deposit with the Company the additional cash sum of _____, which is equivalent to two (2) months service under this contract, or upon acceptance of the Company place a surety bond or an irrevocable letter of credit from a local bank, with the Company in the same amount. The Company will annually credit the Customer's bill with an interest amount designed and approved by the Florida Public Service Commission on a cash deposit:

5. This Agreement shall remain in force for a primary term of ~~five (5)~~ seven (7) years beginning on the date the Equipment is installed and all lights are ready for use and shall continue after the primary term for successive terms of one year each until terminated by either party giving the other party thirty (30) days prior written notice of intention to terminate.

6. Any lights not described in Paragraph 1 ~~provided pursuant~~ and not installed as per to Paragraph 5 shall not be considered a part of this agreement.

7. Title to all Equipment furnished by the Company shall remain in the name of the Company at all times. ~~However~~ and upon expiration or termination of this agreement, the Customer shall have the option to ~~purchase the~~ Equipment at the end of the five year primary term specified above and any time thereafter while this agreement is in force. The purchase price of the Equipment shall be the sum of \$83,184.50, minus depreciation calculated at the rate of 4.9% per year from the date of purchase to the date of installation, provided there has been no replacement or enhancement modifications made to the Equipment. If replacement or enhancement modifications have been made, the purchase price shall be adjusted to reflect those modifications. If said Equipment has not been purchased after 10 years from the date of installation, the purchase price thereafter shall be adjusted to its fair market value at the date of request for purchase. The fair market value shall be determined through an appraisal based on a mutually acceptable methodology. This option agreement may not be assigned by the Customer. ~~THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, with regard to Equipment purchased by the Customer. However, the Company shall warranty the equipment for a period of 180 days during which time a replacement of the Equipment, as the result of faulty installation or defective equipment which is subject to manufacturer's warranty, shall not be adjusted into the purchase price.~~

~~Upon purchase of the Equipment, the Customer shall be responsible for all costs and liabilities associated with owning, operating and maintaining the Equipment as purchased from Company, or as the Equipment may be.~~

Subsequently modified by the Customer. In addition, the Customer shall assume all costs of modifying the Equipment to meet any required operating standards as defined by the National Electric Code. The Customer shall indemnify and hold harmless Tampa Electric, its successors and assigns, to the extent allowable by law (P.S. 768.28), against any and all costs, liabilities, penalties, fees, judgments, awards or expenses, including reasonable attorney's fees, which arise from the Customer's purchase, operation, maintenance, modification or failure to modify the Equipment.

Upon expiration of this agreement, the company shall have the option to remove all or any part of said Equipment within a reasonable time thereafter, if the Customer has not exercised its option to purchase the Equipment as provided above. remove all or any part of said equipment within a reasonable time thereafter:

8. Company agrees to make every effort to obtain Equipment for use in repairs and/or replacement to match original installed Equipment. Company however does not guarantee that Equipment will always be available as manufacturers of Equipment may no longer make such Equipment available or other circumstances beyond Company's control. In the event original Equipment is no longer available, Company will provide and Customer agrees to accept Equipment to match as closely as possible of like kind and quality.
9. The ~~Customer shall, by ordinance, grant the Company~~ Company is hereby granted an easement over and under the premises upon which the Equipment is to be installed for ingress and egress and for installation, inspection, maintenance and removal of the Company's Equipment. ~~This agreement shall not become effective until such ordinance granting the easement is granted.~~ In no event shall the Customer, or anyone acting under authority of the Customer, place upon or attach to any of the Company's Equipment any sign or device of any nature whatsoever, ~~except banners and other mounting devices as set forth in Tampa Electric's "Guidelines for Attaching Banners to TEC Poles", as included in this agreement by reference,~~ or place, install or permit to exist, anything, including trees or shrubbery, in such close proximity to the Company's Equipment as to interfere with such Equipment or tend to create a dangerous condition. The Company is hereby granted the right to forthwith remove anything placed, installed or existing in violation of this paragraph: ~~with the exception of a written agreement for attachment.~~
10. In the event the Customer fails to pay for the service herein before stipulated, or otherwise violates the terms of this agreement, the Company shall have the option to declare this agreement terminated. If such

termination occurs prior to the expiration of the primary term, the Customer agrees to pay the Company an amount equal to the monthly rate for service less fuel adjustment, energy conservation charge, oil-backout-charge; and (where applicable) franchise fees and taxes for each month of the unexpired primary term as liquidated damages for such early termination. Company agrees to give Customer twenty (20) days written notice before declaring the agreement terminated.

11. The agreements herein contained shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. ~~In the event of sale of the subject property the Customer and the assignment of the Customer's rights hereunder to the purchaser, such purchaser shall be substituted herein for the Customer with respect to all rights and obligations.~~

12. Customer acknowledges that the lighting design is to ~~the~~ Customer's request and said design may not necessarily meet recommended foot candle requirements as set forth by Illuminating Engineering Society of North America . ~~THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.~~ The Company makes no warranty either expressed or implied including implied warranties of fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with this agreement

IN WITNESS WHEREOF, the parties here-to have caused this instrument to be executed in due form of law, this day and year first above written ABOVE.

CITY OF OLDSMAR

TAMPA ELECTRIC COMPANY

Jerald Beverland
Mayor

Joseph N. Cascio
Outdoor Lighting Department Manager

Bruce T. Haddock
City Manager

Witness
Tampa Electric Company

ATTEST:

Lisa A. Lene, CMC, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, Esq., City Attorney

Witnesses as to execution by _____ Customer
Customer

(Seat)
(Title)

EXHIBIT D

PREMIUM OUTDOOR LIGHTING SERVICE

SCHEDULE: OL-3

RATE CODE: 530-599

AVAILABLE: Entire service area.

APPLICABLE: Available only to customers who agree to a seven-year contract. A deposit equivalent to a two month's bill is required for non-residential Customers.

CHARACTER OF SERVICE: Service provided during the hours of darkness. Service is normally provided on a dusk to dawn basis. At the Company's option and at the customer's request, the Company may permit a timer to control a lighting system provided under this rate schedule. Cost associated with installing and maintaining the timer system would be the responsibility of the customer requesting such service. The Company will control access to and set the timer to the customer's specifications, but in no case will such service exceed 2100 hours each year.

LIMITATION OF SERVICE: Installations shall be made only when, in the judgment of the Company, location of the proposed lights are, and will continue to be, easily and economically accessible to Company equipment and personnel for both construction and maintenance.

MONTHLY RATE:

Fixture and Maintenance Charge:

Type of Facility	Lamp Size Initial Lumens/Watts		Fixture Charge	Maintenance Charge	Total Monthly Charge
Fixture Type High Pressure Sodium					
A-Post Top Classic	9,500	100	\$13.59	\$2.11	\$15.70
B-Post Top Contemporary	9,500	100	14.50	2.19	16.69
C-Post Top Colonial	9,500	100	13.12	2.31	15.43
N-Post Top Standard	9,500	100	8.15	2.06	10.21
D-Shoebox	9,500	100	8.52	1.36	9.88
L-Shoebox	28,500	250	9.02	1.45	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					
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	16.87	2.96	19.83
Additional light on a pole					
d-Shoebox	9,500	100	\$7.71	\$1.36	\$9.07
i-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

Continued to Sheet No. 6.305

TAMPA ELECTRIC COMPANY

FIFTH REVISED SHEET NO. 6.305
 CANCELS FOURTH REVISED SHEET NO. 6.305

Continued from Sheet No. 6.304

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, AB 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
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
8-UG	Post Top, DB, Standard	12.64	.99	13.63
9-UG	DB Conc, 35 ft	21.28	0.06	21.34
10-UG	AB Steel, Painted	38.56	2.05	40.61
11-UG	AB Alum	47.78	2.05	49.83
12-UG	DB Conc, Colored	26.01	0.06	26.07
13-UG	DB Conc, 25 ft or 30 ft	19.44	0.06	19.50
14-UG	DB Conc, 45 ft	25.01	0.06	25.07
15-UG	Existing Pole	9.68	0.06	9.74
16-OH	Wood, 45 ft	5.99	.02	6.01
17-OH	Conc, 45 ft	9.03	.02	9.05

Energy Charge:

2.077¢ per kWh times the kWh per month as shown in the table below.

Lumens	Lamp Size	Type	Timed Service kWh Per Month	Dusk to Dawn kWh Per Month
9,500	100 Watts	HPS	25	51
28,500	250 Watts	HPS	55	110
50,000	400 Watts	HPS	85	170
34,560/36,000	400 Watts	MH	79	159
105,600	1,000 Watts	MH	190	381

ADDITIONAL CHARGE: Whenever pavement must be removed and replaced in order to install the underground cable, the customer will bear the additional cost and will be charged a contribution-in-aid of construction.

MINIMUM CHARGE: The monthly charge.

FUEL CHARGE: Fuel charges are adjusted biannually by the Florida Public Service Commission, normally in April and October. The current fuel charge included in this tariff is shown on Sheet No. 6.020. Kilowatt-hours for the fuel charge shall be determined by the above table.

Continued to Sheet No. 6.306

Continued from Sheet No. 6.305

ENERGY CONSERVATION CHARGE: See Sheet No. 6.020. Kilowatt-hours for the energy conservation charge shall be determined by the above table.

CAPACITY CHARGE: See Sheet No. 6.021.

ENVIRONMENTAL COST RECOVERY CHARGE: See Sheet No. 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. 6.025.

SPECIAL PROVISIONS: The Customer shall be responsible for the cost incurred to repair or replace any facility which has been vandalized.

Should a customer choose the Timed Service option, the customer shall pay \$700 for the timer plus all associated costs. If the timer is at any time damaged as a result of natural or willful causes, the customer shall pay \$275 for the cost of replacing the timer or the actual cost of repair, whichever is less.

The company will change, at the customer's request, the timer settings up to 2 times during the first 24 month period of service. Any subsequent requests will result in a charge of \$40 to recover the labor and vehicle costs associated with changing the timer settings.

EXHIBIT E

Guidelines for Attaching Banners to TEC Poles

The following summarizes the conditions which must be met before TEC will allow the attachment of banners to TEC owned poles other than attachments covered under the agreement with the Hillsborough County Merchant's Association.

1. Attachments are limited to dedicated street light poles or poles with cabled secondary less than 600 volts. No primary voltage poles or poles with open wire secondary will be allowed.
2. A signed agreement will be required releasing TEC from any liability for claims arising from the attachment of banners to TEC poles. The party executing the agreement must be a legal entity. This agreement will spell out attachment specifications, such as:
 - Size of banner
 - Mounting device
 - Mounting height
 - Dates for installation and removal

Contact Distribution Engineering for assistance in drafting an agreement.

4. A current certificate of commercial general liability insurance for a minimum amount of \$1,000,000 is required covering the time banners will be installed with Tampa Electric Company shown as an additional insured.
5. A site sketch with mutually acceptable pole locations must be included with the legal agreement.
6. Banners must be non-commercial in nature. A corporate sponsor's name in small letters at the bottom of the banner is acceptable, but the theme of the banner must be non-commercial. Examples would include:
 - Holiday themes
 - Seasonal themes
 - Community events
 - Economic development (of an area or district rather than a specific business)
7. Only non-profit legal entities will be given permission to attach banners. A banner agreement will not be entered into with a for-profit commercial business.
8. Attachments to poles located in the public right-of-way will require a use permit issued by the appropriate governmental agency.
9. Administration should be carried out jointly by Distribution Engineering and the service areas. All executed agreements to be maintained by Distribution Engineering.