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ORIGINAL

March 2, 1998

HAND DELIVERED

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

Re: Petition for Approval of Revised Standard Forms  
FPSC Docket No. 980249-EI

Dear Ms. Bayo:

On February 16, 1998 Tampa Electric filed its Petition for Approval of Revised Standard Forms. Subsequent to that date the company has detected the need to make certain minor typographical corrections and modifications to the proposed revised standard forms.

Enclosed are the original and five (5) copies each of Exhibit A (a table reflecting the corrections and modifications); Exhibit B (the corrected and modified tariff pages); and Exhibit C (a copy of the tariff pages marked in legislative format to show the corrections and changes). We would appreciate your substituting the enclosed materials in place of those originally filed.

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

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

02795 MAR-28

FPSC BUREAU OF RECORDS

ARTICLE 10

**Exhibit A**

DOCUMENT NUMBER-DATE

**02795 MAR-28**

FPSC-RECORDS/REPORTING

**Exhibit A**  
**Revisions to Revised Standard Form**  
**Original Submittal: February 16, 1998**

Sheet	Section	Change	
		From	To
7.103	10		Delete second paragraph
7.103	13		Delete period after the word "approved"
7.200	2	mailed	provided
7.200	2	mailed	provided
7.200	2	bee	been
7.203	8		Insert row with headings
7.204	9	terminates	terminate
7.205	13		Delete "The purchaser, as appropriate."
4.205	In witness...	her	he

**Exhibit B**



**INDEX**  
**STANDARD FORMS**

<u>DESCRIPTION OF FORMS</u>	<u>SHEET NO.</u>
Tariff Agreement for the Purchase of Interruptible Service	7.100
<i>Bright Choices</i> Outdoor Lighting Agreement	7.200
Tariff Agreement for the Provision of Load Management Service	7.510
Tariff Agreement for the Provision of Standby Generator Transfer Service	7.550
Tariff Agreement for the Purchaser of Firm Standby and Supplemental Service	7.600
Tariff Agreement for the Purchase of Interruptible Standby and Supplemental Service	7.650
State of Florida Department of Transportation - Tri-Partite Joint Project Agreement	7.700

ISSUED BY: K. S. Surgenor, President

DATE EFFECTIVE:

**TARIFF AGREEMENT FOR THE PURCHASE OF INTERRUPTIBLE SERVICE**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_, (hereinafter called the Customer) and Tampa Electric Company, a corporation organized in and existing under the laws of the State of Florida, (hereinafter called the Company).

**WITNESSETH:**

**WHEREAS**, interruptible service is supplied under rate schedule IS-3 or IST-3 for billing demands over 499 KW and IS-3 or IST-3 customers must take service at primary voltage as defined in this contract or higher voltage.

**WHEREAS**, the electric energy supplied under Schedule IS-3 or IST-3 is subject to immediate interruption or curtailment 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.

**WHEREAS**, primary voltage is defined as:

"The voltage level in a local geographic area which is available after the Company has provided one transformation from the transmission system. For service taken at primary voltage, all additional transformation shall be customer-owned."

**NOW, THEREFORE**, in consideration of the mutual covenants expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of rate schedule IS-3 or IST-3, as currently approved by the Florida Public Service Commission (hereinafter the Commission) or as said rate schedule may be modified in the future and approved by the Commission. The Customer further agrees to abide by all applicable requirements of said rate schedules IS-3 and IST-3 are attached hereto as Exhibit "A" and made a part hereof.

2. The Company will notify the Interruptible Customer as soon as possible via teletype or other device before an unscheduled interruption or curtailment occurs. However, there may be conditions when the Company will not be able to provide the customer with advance notice and immediate interruption or curtailment may occur.

3. The Customer agrees that the Company will not be held liable for any damages or injuries that may occur as a result of an interruption of electric service by remote control or otherwise.

4. The Customer agrees that the Company will not be held liable for any damages or injuries that may occur as a result of an interruption of electric service by remote control or otherwise.

Once a new Customer qualifies for the interruptible rate, and has executed this agreement, necessary engineering will be performed, the interrupting equipment will be ordered, and an installation date will be six months from the date this Agreement is executed.

**Term of Agreement**

5. The initial term of this Agreement shall be the same five (5) years minimum notice the Customer is required to give the Company in advance of ceasing to take service under the rate schedule attached as Exhibit "A", said minimum notice requirement being specified in Exhibit "A". The term of this Agreement shall automatically extend beyond such initial term until such time as the Company has had the minimum number of years notice of the Customer's desire no longer to receive interruptible service as is provided for in Exhibit "A". The Customer acknowledges the Company's need for generation planning lead time and that the Company has depended upon the Customer to provide written notice in advance of the termination of the Customer's obligation to remain an interruptible customer of the Company.

**Maximum Duration and Frequency of Interruption Limits**

6. There shall be no limit to durations or frequency of interruptions as a result of capacity shortages.

**Third Party Power Purchases**

7. The Customer authorizes the Company to purchase third party power on its behalf when such power is available from neighboring utilities during generation deficiency periods. This procedure may minimize unscheduled interruptions. Purchases will be in accordance with the "optional provision section" of the interruptible rate (Exhibit "A").

8. Third party purchased power will be itemized separately and billed at increased rate. The actual rate will be determined as described in Exhibit "A" and will not be known at the time of the purchase.

**Other Provisions**

9. The Customer agrees to provide space for the Company's teletype or other equipment. The location shall be easily accessible for monitoring messages sent by the Company and must be free of contamination harmful to office equipment. Even though the Company is under no obligation, when possible, the Company will use its equipment to advise the customer of "Third Party Purchases" and generating deficiencies. In the absence of teletype equipment, the Customer agrees to furnish the Company a telephone number and name/names of authorized persons to receive calls notifying the Customer of interruptions and third party purchases.

10. Except as provided for in paragraph 11 hereof, this Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and the Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.

11. This agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Tampa Electric Company, as amended from time to time. To the extent of any conflict between this agreement and such tariff, the tariff shall control.

12. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this agreement is assigned, the Customer will notify the Company prior to the effective date of the assignment.

13. To the extent any provision is added to, modified within or deleted from the rate schedule attached hereto as Exhibit "A" and the same is approved by the Commission, said addition, modification or deletion shall thereafter apply and govern the dealings between the Company and the Customer as if the same were contained in the present rate schedule identified as Exhibit "A" and attached hereto.

**IN WITNESS WHEREOF**, the Customer and the Company have executed this Agreement the day and year first above written.

Witnesses:

\_\_\_\_\_  
(Interruptible Customer)

by: \_\_\_\_\_

Its \_\_\_\_\_

Attest: \_\_\_\_\_

Witnesses:

Tampa Electric Company

by: \_\_\_\_\_

Its \_\_\_\_\_

Attest: \_\_\_\_\_

Contract No. \_\_\_\_\_  
Work Order No. \_\_\_\_\_  
Project Name \_\_\_\_\_

**TAMPA ELECTRIC COMPANY**  
**BRIGHT CHOICES Outdoor Lighting Agreement**

Pursuant to the terms and conditions set fourth in this agreement, Tampa Electric Company (the "Company") agrees to provide and \_\_\_\_\_ (Name and Address) \_\_\_\_\_ (the "customer") agrees to accept and pay for the outdoor lighting services specified below. For purposes of this Agreement the Company shall be defined as Tampa Electric Company, and its officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, of successor corporations.

- 1. The Company 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"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. The Equipment shall be located at \_\_\_\_\_. ("Installation Site"). The Equipment shall be configured and installed pursuant to a final lighting design sketch which shall be provided to the Customer at least five business days prior to the commencement of any work by the Company at the Installation Site pursuant to this agreement. If the final design sketch has been provided to the Customer, as required immediately above, and the Customer has not advised the Company of specific changes to be made to the final lighting design sketch prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final lighting design sketch. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design. However, **THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS OR A PARTICULAR PURPOSE** of either the Equipment or the lighting design plan pursuant to which the Equipment is installed. The Customer shall be responsible for all costs incurred to repair or replace any



Equipment which is damaged during construction of Customer's facilities or by vandalism. The Customer shall also be responsible for all costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment. The Customer shall be responsible for notifying the Company of all Equipment outages.

- 3. The Customer shall locate and advise the Company of the location of all underground facilities at the Installation Site prior to the commencement of any work by the Company at the Installation Site. Any cost or liability for damage to underground facilities which were not properly identified by the Customer, as required pursuant to this paragraph, or with regard to furnishing, installing, operating, maintaining or removing the Equipment, shall be paid by the Customer. The Customer agrees to indemnify the Company and hold it harmless of and from any and all claims including injuries, death or property damage, and any other losses, damages, charges or expenses, including attorney's fees and litigation costs, which arise or are alleged to have arisen out of or in connection with the furnishing, design, installation, operation, maintenance or removal of the Equipment. Customer's indemnity obligation shall extend to and including liability for the sole, contributory, comparative or concurrent negligence of the Company. The phrase "property damage" as used herein includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. The Customer further agrees to undertake, as its own expense, the defense of any action, suit or proceedings which may be brought against the Company claiming damages which are alleged to have arisen out of or in connection with the furnishing, design, installation, operation, maintenance, or removal of the Equipment.**
- 4. If this agreement involves construction, alteration, repair or demolition of a building, structure, appurtenance, or appliances, including its removal or excavation, the Customer acknowledges the receipt and sufficiency of specific valuable consideration and other benefits accruing to Customer in exchange for Customer's obligation to indemnify for property damage, personal injury, or death caused by the sole, contributory, or concurrent negligence of the Company. The specific consideration includes, but is not limited to, the first five percent (5%) of the charges for service received by the Customer under this Agreement. In the event that Customer's obligation to indemnify the Company is found to be unenforceable because of failure of consideration, the Customer's**



obligation to indemnify the Company for the Company's negligence shall be limited to \$1,000,000.00 to any one person or for property damage from any one accident.

5. The Company shall bear all normal Equipment installation costs, with the exception of the following: \$\_\_\_\_\_ for \_\_\_\_\_. Thereafter, relocation of any Equipment shall be done only at the Customer's expense.
6. The Company will furnish electricity to operate the Equipment approximately 4200 hours each calendar year. The Company will use reasonable diligence at all times to provide continuous service and maintaining the Equipment in operating order, but shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company, its employees, servants, contractors, or agents, including but not limited to complete or partial failure or interruption of service or lighting, for initiation of or re-connection of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting, for initiation of or re-connections of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service. The Equipment shall be operated by a photo-cell or timer which will cause the same to be illuminated between the hours of dusk to dawn each day.
7. Nothing in this Agreement shall be construed to make any personal entity not executing this Agreement a third-party beneficiary to this Agreement, nor shall any person or entity other than a party to this Agreement have any authority to enforce its terms. The Company and its employees, servants, contractors or agents, shall not be liable to non-customers, any third parties or others not party to this Agreement for any damages arising from the furnishing, design, installation, operation, maintenance, or removal of this Equipment or for the negligence of the Company, its employees, servants, contractors or agents, including but not limited to any and all claims of personal injury, death or property damages and any other losses, damages, charges or expenses which arise or are alleged to have arisen out of or in connection with the furnishing, design, installation, operation, maintenance or removal of the Equipment.
8. During the term of this agreement, the Customer shall pay the Company monthly for services provided pursuant to Rate Schedules OL-1, OL-3,

**TAMPA ELECTRIC COMPANY**

**ORIGINAL SHEET NO. 7.203**

and/or SL-2, as those rate schedules, which are on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current subtotal monthly charge for facilities installed under this agreement shall be as indicated in **Column A** plus fuel adjustment, energy conservation charges, and (where applicable) franchise fees and taxes, for a total as indicated in **Column B** per month under current tax rates, pursuant to Rate Schedule as indicated in **Column C** for a term as indicated in **Column D**. Customer agrees to deposit with the Company, the additional cash sum as shown in **Column E**, which is equivalent to approximately 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.

Column A	Column B	Column C	Column D	Column E
Non-Fuel Charges	Fuel and Other Clause	Rate Schedule	Term	Deposit
		OL-1 (Overhead Served Facilities)		
		SL-2 (Overhead Served Facilities)		
		OL-3 (Overhead Served Facilities)		
		OL-1 (Underground Served Facilities)		
		SL-2 (Underground Served Facilities)		
		OL-3 (Underground Served Facilities)		
<b>Monthly Grand Total</b>				
		OL-1, SL-2, OL-3 (All Facilities)		

**ISSUED BY: K. S. Surgenor, President**

**DATE EFFECTIVE:**

## Deposit Required

OL-1, SL-1, OL-3 (All Facilities)

The Company will annually credit the Customer's bill with an interest amount approved by the Florida Public Service Commission for cash deposits. The currently authorized interest rate is \_\_%. The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this agreement in accordance with filed changes to the relevant tariffs.

9. In the event that the Customer fails to pay for any of the services provided by the Company, pursuant to this agreement, or otherwise violates the terms of this agreement, the Company may, at its option and on five (5) days' written notice, terminate this agreement. If such termination occurs prior to the expiration of the primary term, the Customer agrees to pay the Company an amount of equal to the net present value of 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 initial term, as specified in Paragraph 6, for each service taken, as liquidated damages for such early termination.
10. The Customer and/or the owner or landlord of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company, its agents, successors and assigns, a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation maintenance and removal of the Equipment. The easement shall terminate upon the Company's removal of the Equipment, following the termination of this Agreement. The Equipment, both currently installed and installed during the term of this agreement, shall remain the Company's personal property, notwithstanding the manner or mode of this attachment to the Installation Site and shall not become fixtures. Any claim or claims that the Company, or its assigns, has or may hereafter have with respect to any Equipment shall be superior to any lien, right or claim of any nature which any Grantor now has or may hereafter have in respect of any Equipment by law, agreement or otherwise. Each and every right which each Grantor now has, or may hereafter have, under any law, or by virtue of any agreement, now in effect or hereafter executed by the undersigned Grantors, to levy or distrain upon for rent, in arrears, in advance, or both, or to claim or assert title to the Equipment is hereby waived. In no event shall the Customer, or any other Grantor, place

upon or attach to any of the Company's Equipment, except with the Company'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 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, without liability, anything placed, installed, or existing in violation of this paragraph.

11. In the event that this agreement is terminated pursuant to paragraph 9 or expires pursuant to Paragraph 12, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable
12. This Agreement shall be effective when signed by all parties and shall remain in force for a primary term of           (choose the longest term specified in Paragraph 8, column D)           Year(s) beginning on the date of the Equipment is installed, as shown on provided sketch, and all lights are energized and 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.
13. 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. This agreement may be assigned with the Company's prior written consent. In the event of sale of the subject property the Customer and/or Grantors other than the Customer, if any, shall assign the Customer and/or Grantor's rights hereunder to the purchaser, as appropriate. The purchaser shall be substituted herein for the Customer and/or other Grantor with respect to all rights and obligations.
14. No delay or failure by the Customer or the Company to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
15. This agreement shall be construed in accordance with and governed by the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties, each of whom represents and warrants that he or she is dully authorized to execute this agreement, have caused this instrument to be executed in due form of law, this day and year first written above.

Customer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Property Owner \_\_\_\_\_ (If other than Customer)

By: \_\_\_\_\_ (With Regard to Paragraphs 6-10)

Title: \_\_\_\_\_

**TAMPA ELECTRIC COMPANY**

**FIRST REVISED SHEET NO. 7.300  
CANCELS ORIGINAL SHEET NO. 7.300**

**RESERVED FOR FUTURE USE**

**ISSUED BY: K. S. Surgenor, President**

**DATE EFFECTIVE:**

**TAMPA ELECTRIC COMPANY**

**FIRST REVISED SHEET NO. 7.301  
CANCELS ORIGINAL SHEET NO. 7.301**

**RESERVED FOR FUTURE USE**

**ISSUED BY: K. S. Surgenor, President**

**DATE EFFECTIVE:**

**TAMPA ELECTRIC COMPANY**

**FIRST REVISED SHEET NO. 7.400  
CANCELS ORIGINAL SHEET NO. 7.400**

**RESERVED FOR FUTURE USE**

**ISSUED BY: K. S. Surgenor, President**

**DATE EFFECTIVE:**



**TAMPA ELECTRIC COMPANY**

**FIRST REVISED SHEET NO. 7.401  
CANCELS ORIGINAL SHEET NO. 7.401**

**RESERVED FOR FUTURE USE**

**ISSUED BY: K. S. Surgenor, President**

**DATE EFFECTIVE:**

**TAMPA ELECTRIC COMPANY**

**FIRST REVISED SHEET NO. 7.402  
CANCELS ORIGINAL SHEET NO. 7.402**

**RESERVED FOR FUTURE USE**

**ISSUED BY: K. S. Surgenor, Presiden\***

**DATE EFFECTIVE:**

**TAMPA ELECTRIC COMPANY**

**FIRST REVISED SHEET NO. 7.450  
CANCELS ORIGINAL SHEET NO. 7.450**

**RESERVED FOR FUTURE USE**

**ISSUED BY: K. S. Surgenor, President**

**DATE EFFECTIVE:**

**TAMPA ELECTRIC COMPANY**

**FIRST REVISED SHEET NO. 7.451  
CANCELS ORIGINAL SHEET NO. 7.451**

**RESERVED FOR FUTURE USE**

**ISSUED BY: K. S. Surgenor, President**

**DATE EFFECTIVE:**

**TAMPA ELECTRIC COMPANY**

**FIRST REVISED SHEET NO. 7.452  
CANCELS ORIGINAL SHEET NO. 7.452**

**RESERVED FOR FUTURE USE**

**ISSUED BY: K. S. Surgenor, President**

**DATE EFFECTIVE:**

**TAMPA ELECTRIC COMPANY**

**FIRST REVISED SHEET NO. 7.453  
CANCELS ORIGINAL SHEET NO. 7.453**

**RESERVED FOR FUTURE USE**

**ISSUED BY: K. S. Surgenor, President**

**DATE EFFECTIVE:**

**TARIFF AGREEMENT FOR THE PROVISION OF LOAD MANAGEMENT SERVICE**

This Agreement is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the "Customer") and TAMPA ELECTRIC COMPANY (hereinafter called the "Company"), a corporation organized and existing under the laws of the State of Florida.

**WITNESSETH:**

That for and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of a general service rate schedule (i.e., GS, GSD, or GSLD) and the General Service Load Management Rider (GSLM-1) as currently approved by the Florida Public Service Commission. A copy of the Company's presently approved schedule GSLM-1 is attached hereto as Exhibit "A" and hereby made an integral part of this Agreement.
2. The Customer agrees to the control of its electrical service under Load Control Option \_\_\_\_\_, the conditions of which are described in Exhibit "A". The Customer understands and agrees that the selected option will apply for the full term of this Agreement.
3. The Customer agrees that, promptly after this agreement is executed but in no event more than three months thereafter, the Company will engineer, provide, install, and activate equipment as necessary to comply with requirements described in the Commercial/Industrial Load Management Customer Contact Record which is attached hereto as Exhibit "B".
4. Upon completion of the installation of the load control equipment, a test of the system will be conducted at a time and date mutually agreeable to the Company and the Customer, but not more than three (3) months from the execution of the Agreement. The test will consist of a load reduction of not less than one hour and not longer than the Load Control Period specified in the Load Control Option chosen by the Customer. Effective upon the completion of the testing of the load control equipment (the "Test Date"), the Customer will begin receiving monthly incentive credits indicative of the amount of controlled load and the applicable Load Control Option.

**ISSUED BY:** G. F. Anderson, President**DATE EFFECTIVE:** January 16, 1992

5. The Customer shall be obligated to promptly notify the Company, in writing, concerning any planned or anticipated change (either an increase or a decrease) in the Customer's load which would result in a change to the Customer's controlled load type (Example: Air-Conditioning).

6. Prior to the Customer's receiving service under Schedule GSLM-1, the Customer must provide the Company reasonable access to inspect any and all of the Customer's load to be controlled. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation and operation of the equipment. The Customer shall be solely responsible for maintaining Customer-owned equipment in proper working order, and shall provide the Company access at all reasonable times to inspect the Company's equipment to determine its condition.

7. The Customer expressly agrees to reserve and make available to the Company space on the Customer's premises for the installation of the Company's load control equipment. The Customer shall properly protect the Company's property on the customer's premises and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's load control equipment. The Customer shall, as promptly as practicable, notify the Company concerning any noticeable faulty condition or malfunction of the Company's equipment.

8. The initial term of the Agreement shall be five (5) years. The Customer is required to give the Company 5 years notice in advance of discontinuing service under the GSLM-1 rider attached as exhibit "A", said minimum notice requirement being specified in Exhibit "A". The term of this Agreement shall automatically extend beyond such initial term until such time as the company has had the minimum number of years notice of the Customer's desire no longer to participate in the load management program as is provided for in Exhibit "A". The Customer acknowledges the Company's need for generation planning lead time and that the Company has depended upon the Customer to provide written notice in advance of the termination of the Customer's obligation to remain a load management program participant.

9. The Company may terminate this Agreement at anytime for the Customer's failure to comply with the terms and conditions of Schedule GSLM-1 or this Agreement. Such termination will only affect the application of the GSLM-1 rider. Prior to any such termination, the Company shall notify the



Customer at least thirty (30) days in advance and describe the Customer's failure to comply. The Company may then terminate this Agreement at the end of the 30-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 30-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing credits specified in Schedule GSLM-1.

10. This Agreement may be terminated if the same is required in order to comply with regulatory rulings.

11. The Customer shall release, indemnify, protect, defend and hold the Company free and unharmed from and against any and all claims, liabilities and expenses whatsoever resulting from service provided hereunder, whether or not such claims, liabilities and expenses are due to, or caused by, the Company's negligence, provided that such negligence is not wilful or gross.

12. Except as provided for in paragraph 13 hereof, this Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.

13. This agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by Tampa Electric Company, as amended from time to time. To the extent of any conflict between this agreement and such tariff, the tariff shall control.

14. This Agreement may not be assigned by the Customer without the prior written consent of the Company. This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto.

**TAMPA ELECTRIC COMPANY**

**FIRST REVISED SHEET NO. 7.513  
CANCELS ORIGINAL SHEET NO. 7.513**

**IN WITNESS WHEREOF**, the Customer and the Company have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Witness:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Witnesses:

**TAMPA ELECTRIC COMPANY**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

**ISSUED BY: G. F. Anderson, President**

**DATE EFFECTIVE: January 16, 1992**

**TARIFF AGREEMENT FOR THE PROVISION OF  
STANDBY GENERATOR TRANSFER SERVICE**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Customer") and TAMPA ELECTRIC COMPANY (hereinafter called the "Company"), a corporation organized and existing under the laws of the State of Florida.

**WITNESSETH:**

That for and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of a general service rate schedule (i.e. GSD, GSDT, GSLD, GSLDT, or SBF) and the Standby Generator Rider (GSSG-1). Company's presently approved Schedule GSSG-1 is attached hereto as Exhibit "A".
2. The Customer agrees that, promptly after this agreement is executed, but in no event more than three months thereafter, the Company will engineer, provide, install, and activate equipment as described in the Standby Generator Contact Record which is attached hereto as Exhibit "B".
3. The Customer shall be obligated to promptly notify the Company, in writing, concerning any planned or anticipated change (either an increase or a decrease) in the Customer's load, load factor or generation capacity which might result in a change in the Customer's load transfer capability.
4. Prior to the Customer's receiving service under Schedule GSSG-1, the Customer must provide the Company reasonable access to inspect any and all of the Customer's load to be transferred. The Customer shall be responsible for meeting any applicable code standards and legal requirements pertaining to the installation and operation of the equipment. The Customer shall be solely responsible for maintaining Customer-owned equipment in proper working order, and shall provide the Company access at all reasonable times to inspect the Company's equipment to determine its condition.

5. The Customer expressly agrees to reserve and make available to the Company space on the Customer's premises for the installation of the Company's notification and metering equipment. The Customer shall properly protect the Company's property on the Customer's premises and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's equipment. The Customer shall, as promptly as practicable, notify the Company concerning any noticeable faulty condition or malfunction of the Company's equipment.

6. The initial term of this Agreement shall be 30 days. The Customer is required to give the Company 30 days notice in advance of discontinuing service under the GSSG-1 rider attached as Exhibit "A", said minimum notice requirement being specified in Exhibit "A". The term of this Agreement shall automatically extend beyond such initial term until such time as the Company has had the minimum number of days notice of the Customer's desire no longer to participate in the program as is provided for in Exhibit "A".

7. The Company may terminate this Agreement at any time for the Customer's failure to comply with the terms and conditions of Schedule GSSG-1 or this Agreement. Such termination will only affect the application of the GSSG-1 rider. Prior to any such termination, the Company shall notify the Customer at least thirty (30) days in advance and describe the Customer's failure to comply. The Company may then terminate this Agreement at the end of the 30-day period. If the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing credits specified in Schedule GSSG-1.

8. This Agreement may be terminated if the same is required in order to comply with the regulatory rulings.

9. The Customer shall release, indemnify, protect, defend and hold the Company free and unharmed from and against any and all claims, liabilities and expenses whatsoever resulting from service provided hereunder, whether or not such claims, liabilities and expenses are due to, or caused by, the Company's negligence, provided that such negligence is not based upon behavior which constitutes a willful and wanton disregard for the rights of others.

10. Customer non-compliance with the program requirements will constitute forfeiture of the next month's total credits for the first instance; the next two (2) month's total credits for the second non-compliance. The Company will remove all of its equipment and the Customer will be terminated from the program as a result of the third non-compliance.

11. This Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.

12. This Agreement may not be assigned by the Customer without the prior written consent of the Company. This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

TAMPA ELECTRIC COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

**TARIFF AGREEMENT FOR THE PURCHASE OF  
FIRM STANDBY AND SUPPLEMENTAL SERVICE**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, by and between \_\_\_\_\_,

(hereinafter called the Customer) and Tampa Electric Company, a corporation organized in and existing under the laws of the State of Florida, (hereinafter called the Company).

**WITNESSETH:**

**WHEREAS**, firm standby and/or supplemental service is supplied to customers whose electric energy requirements are normally and/or partially supplied by sources other than the Company, and the Customer requires standby and/or supplemental service from the Company.

**NOW, THEREFORE**, in consideration of the mutual covenants expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of rate schedule \_\_\_\_ (SBF or SBFT), as currently approved by the Florida Public Service Commission (hereinafter called the Commission) or as said rate schedule may be modified in the future and approved by the Commission.

The Customer further agrees to abide by all applicable requirements of said rate schedule. A copy of the Company's presently approved rate schedule \_\_\_\_ (SBF or SBFT) is attached hereto as Exhibit "A" and made part hereof.

2. Standby service will be furnished by the Company to a Customer requiring Back-up Power or Maintenance Power or both, which are defined as follows:

a. **Back-up Power** - Electric energy or capacity supplied by the utility to replace energy or capacity normally generated by a Customer's own generation equipment during an unscheduled outage of the Customer's generation.



b. Maintenance Power - Electric energy or capacity supplied by the utility to replace energy or capacity normally generated by a Customer's own generation equipment during a scheduled outage of the Customer's generation.

3. Supplemental service will be furnished by the Company to a Customer requiring Supplemental Power, which is defined as electric energy or capacity supplied by the utility in addition to that which is normally provided by the Customer's own generation equipment.

4. The Standby service provided by the Company shall be subject to a Contract Standby Demand, which is mutually agreed to be initially \_\_\_\_\_ KW.

5. The Customer opts to take supplemental and standby service under the \_\_\_\_\_ (SBF or SBFT) tariff and shall have the right to transfer to the other option at any time without additional charge. If the Customer requests to change a second time, the Customer will be required to sign a contract to remain on that option for at least one year.

6. The Contract Standby Demand may be decreased by mutual consent, provided the Customer has sufficiently demonstrated that his Standby requirements are now less than the Contract Standby Demand.

7. If the Customer's Contract Standby Demand has been decreased (as provided for in Section 6) and within 24 months of the original agreed upon change the Customer subsequently increases the Contract Standby Demand either by contract change or through operation of tariff provisions, the Company will immediately bill the Customer for the difference between what was billed during the elapsed time as demand charges and what would have been billed to the Customer as demand charges using the lesser of the newly established Contract Standby Demand or the Contract Standby Demand in effect before the decrease.

#### Terms of Agreement

8. The initial term of this agreement shall be the same five (5) years minimum notice the Customer is required to give the Company in advance of transferring to a firm non-standby rate as specified in Exhibit "A". The first billing period for standby and supplemental service will begin

\_\_\_\_\_, 19\_\_\_\_.

**Other Provisions**

9. The Customer agrees to provide space for and pay the appropriate cost of any additional metering equipment required by the Company (including metering of the Customer's generator) necessitated by this agreement. Metering will meet standards as required by the Company.

10. Except as provided in paragraph 13 hereof, this Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and the Customer with respect to matters herein contained. Except as provided in paragraph 13 hereof, this Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.

11. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this agreement is assigned, the Customer will notify the Company prior to the effective date of this assignment.

12. To the extent any provision is added to, modified within or deleted from the rate schedule attached hereto as Exhibit "A" and the same is approved by the Commission, said addition, modification or deletion shall thereafter apply and govern the dealings between the Company and the Customer as if the same were contained in the present rate schedule identified as Exhibit "A" and attached hereto.

13. This Agreement incorporates by reference the applicable terms of the tariff filed with the Florida Public Service Commission by Tampa Electric Company, as amended from time to time. To the extent of any conflict between this agreement and such tariff, the tariff shall control.



**TAMPA ELECTRIC COMPANY**

**FIRST REVISED SHEET NO. 7.603  
CANCELS ORIGINAL SHEET NO. 7.603**

**IN WITNESS WHEREOF**, the Customer and the Company have executed this Agreement the day and year first above written.

Witnesses:

\_\_\_\_\_

(Supplemental, Standby Service Customer)

\_\_\_\_\_

by: \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

Witnesses:

**TAMPA ELECTRIC COMPANY**

\_\_\_\_\_

by: \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

**ISSUED BY: G. F. Anderson, President**

**DATE EFFECTIVE: February 3, 1993**

**TARIFF AGREEMENT FOR THE PURCHASE OF  
INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, by and between \_\_\_\_\_

(hereinafter called the Customer) and Tampa Electric Company, a corporation organized in and existing under the laws of the State of Florida, (hereinafter called the Company).

**WITNESSETH:**

**WHEREAS**, interruptible standby and/or supplemental service is supplied to customers whose electric energy requirements are normally and/or partially supplied from sources other than the Company, and the Customer requires standby and/or supplemental service from the Company.

**WHEREAS**, interruptible standby and/or supplemental service is supplied at primary voltage or higher and where service is subject to immediate interruption or curtailment 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.

**WHEREAS**, primary voltage is defined as:

"The voltage level in a local geographic area which is available after the Company has provided one transformation from the transmission system. For service taken at primary voltage, all additional transformation shall be Customer-owned".

**NOW, THEREFORE**, in consideration of the mutual covenants expressed herein, the Company and the Customer agrees as follows:

1. The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of rate schedule \_\_\_\_\_, as currently approved by the Florida Public Service Commission (hereinafter called the Commission) or as said rate schedule may be modified in the future and approved by the Commission.

The Customer further agrees to abide by all applicable requirements of said rate schedule. A copy of the Company's presently approved rate schedule \_\_\_\_\_ is attached hereto as Exhibit "A" and made a part hereof.

2. Standby service will be furnished by the Company to a Customer requiring Back-up Power or Maintenance Power or both, which are defined as follows:

a. Back-up Power. Electric energy or capacity supplied by the utility to replace energy or capacity normally generated by a Customer's own generation equipment during an unscheduled outage of the Customer's generation.

b. Maintenance Power. Electric energy or capacity supplied by the utility to replace energy or capacity normally generated by a Customer's own generation equipment during a scheduled outage of the Customer's generation.

3. Supplemental service will be furnished by the Company to a Customer requiring Supplemental Power, which is defined as electric energy or capacity supplied by the utility in addition to that which is normally provided by the Customer's own generation equipment.

4. The Standby Service provided by the Company shall be subject to a Contract Standby Demand, which is mutually agreed to be \_\_\_\_\_ KW.

5. The Customer opts to take supplemental and standby service under the \_\_\_\_\_ (TOD or non-TOD) billing basis and shall have the right to transfer to the other option at any time without additional charge. If the Customer requests to change a second time, the Customer will be required to sign a contract to remain on that option for at least on year. The first billing period for standby and supplemental service will begin \_\_\_\_\_, 19\_\_\_\_.

6. The Contract Standby Demand may be decreased by mutual consent, provided the Customer has sufficiently demonstrated that his standby requirements are now less than the Contract Standby Demand.

7. If the Customer's Contract Standby Billing Demand has been decreased (as provided for in Section 6) and within 24 months of the original agreed upon change the Customer subsequently increases the Contract Standby Demand either by contract change or through operation of tariff provisions, the Company will immediately bill the Customer for the difference between what was billed during the elapsed time as demand charges, and what would have been billed to the Customer as demand charges using the lesser of the newly established

Contract Standby Demand or the Contract Standby Demand in effect before the decrease.

8. The Company will notify the Customer as soon as possible via teletype or other device before an unscheduled interruption or curtailment occurs. However, there may be conditions when the Company will not be able to provide the Customer with advance notice and immediate interruption may occur.

9. The Customer agrees that the Company will not be held liable for any damages or injuries that may occur as a result of an interruption of electric service by remote control or otherwise.

10. Once a Customer qualifies for schedule \_\_\_\_\_, and has executed this agreement, necessary engineering will be performed, the interrupting equipment will be ordered, and an installation date will be scheduled. Once the interrupting equipment is installed and operable, the rate will commence. The period of time for commencing the rate shall not exceed six months from the date this Agreement is executed.

**Term of Agreement**

11. The initial term of this agreement shall be the same five (5) years minimum notice the Customer is required to give the Company in advance of transferring to a firm rate as specified in Exhibit "A".

**Maximum Duration and Frequency of Interruption Limits**

12. There shall be no limit to durations or frequency of interruptions as a result of capacity shortages.

**Third Party Power Purchases**

13. The Customer authorizes the Company to purchase third party power on its behalf when such power is available from neighboring utilities during generation deficiency periods. This procedure may minimize service interruptions. Purchases will be in accordance with the "optional provision section" of the rate (Exhibit "A").

14. Third party purchased power will be itemized separately and billed at an increased rate. The actual rate will be determined as described in Exhibit "A" and will not be known at the time of the purchase.

**Other Provisions**

15. The Customer agrees to provide space for and pay the appropriate cost of any additional metering equipment required by the Company (including metering of the Customer's generator) necessitated by this agreement. Metering will meet standards as required by the Company.

16. The Customer agrees to provide space for the Company's teletype or other equipment. The location shall be easily accessible for monitoring messages sent by the Company and must be free of contamination harmful to office equipment. Even though the Company is under no obligation, when possible, the Company will use its equipment to advise the Customer of "Third Party Purchases" and generating deficiencies. In the absence of teletype equipment, the Customer agrees to furnish the Company a telephone number and name/names of authorized persons to receive calls notifying the Customer of interruptions and third party purchases.

**TAMPA ELECTRIC COMPANY**

**FIRST REVISED SHEET NO. 7.654  
CANCELS ORIGINAL SHEET NO. 7.654**

**IN WITNESS WHEREOF**, the Customer and the Company have executed this Agreement the day and year first above written.

Witnesses:

\_\_\_\_\_

(Supplemental, Standby Service Customer)

by: \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

by: \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

Attest: \_\_\_\_\_

Witnesses:

**TAMPA ELECTRIC COMPANY**

by: \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

**ISSUED BY: G. F. Anderson, President**

**DATE EFFECTIVE: February 3, 1993**

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
TRI-PARTITE JOINT PROJECT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, TAMPA ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Florida with its principal place of business in the City of Tampa, County of Hillsborough, State of Florida, hereinafter called the Company, and \_\_\_\_\_, a political subdivision of the State of Florida, hereinafter called \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the State Highway System, designated by the DEPARTMENT as Job No. \_\_\_\_\_ on State Road No. \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_, hereinafter referred to as the PROJECT, which shall call for the installation of utilities within the right of way of said highway; and

WHEREAS, the COMPANY presently owns and operates certain utility facilities located within the right of way of said highway which will pose a conflict to construction of a new stand alone lighting utility system; and

WHEREAS, rather than relocating the existing utility facilities outside of the right of way, the DEPARTMENT and the COMPANY have determined that it would be cost effective and in the best interest of the general public for the COMPANY to attach arms and luminaries, to set mid-span poles, and/or upgrade existing poles, as needed, to its existing infrastructure located in the right of way and, in appropriate instances, to install a stand alone system in the right of way on the opposite side of said highway all at a mutually agreed upon cost; and



WHEREAS, the plans and specifications for the proposed installation and attachment, as above described, have been approved by the DEPARTMENT and the COMPANY and said above described work shall hereinafter be referred to as Utility Work; and

WHEREAS, upon the DEPARTMENT's final acceptance of the Utility Work, the COMPANY shall maintain such facilities and \_\_\_\_\_ shall bear the cost of said maintenance through payment of a monthly tariff rate; and

WHEREAS, upon the DEPARTMENT's final acceptance of the Utility Work, the COMPANY shall maintain such facilities and \_\_\_\_\_ shall bear the cost of said maintenance through payment of a monthly tariff rate; and

NOW THEREFORE, in consideration of the mutual undertaking as herein set forth, the parties hereto agree as follows:

1. The DEPARTMENT, the COMPANY and \_\_\_\_\_ shall participate in this Joint Project Agreement (JPA), the scope of which will cover only the Utility work and maintenance of Utility Work within the limits of the PROJECT.

2. All of the work performed under this JPA shall be done in accordance with the National Electric Safety Code ("NESC") and the plans and specifications for the Utility Work as prepared by COMPANY and approved by DEPARTMENT, which plans and specifications are by reference hereto made a part of hereof. The COMPANY will be responsible for verifying the accuracy of the DEPARTMENT's underground survey information, and will also be responsible for any changes to the plans and specifications made necessary by error or omission in the DEPARTMENT's survey information as furnished to the COMPANY. All errors, omissions and changes in the design of the Utility Work will be the sole responsibility of the COMPANY. In any conflict between the COMPANY and DEPARTMENT specifications, the DEPARTMENT's specifications govern, provided, however, that the NESC shall be adhered to at all times. Any changes to the design plans and specifications for the Utility Work must be approved by the DEPARTMENT.



3. All adjustments, relocations, repairs, and incidentals required to be performed to the existing COMPANY utilities within the Project, not included in the JPA, will be sole responsibility of the COMPANY. All such work is to be coordinated with the construction of the PROJECT and in a manner that will not cause delay to the DEPARTMENT's highway contractor.

4. All services and work under the construction contract for Utility Work shall be performed to the satisfaction of the DEPARTMENT's Director, Division of Operations, and he shall decide all questions, difficulties and disputes of whatever nature, which may arise under or by reason of such contract for Utility Work the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof, and his decision upon all claims, questions and disputes thereunder shall be final and conclusive upon the parties hereto.

5. The COMPANY agrees to perform the Utility Work in accordance with the provisions of Rule 14.46.001 (2) and (3), Railroads/Utilities Installation or Adjustment, Florida Administrative Code, and any supplements or revisions thereto, which, by reference hereto are made a part of this JPA.

6. The COMPANY further agrees to fully comply with the provisions of the Title VI of Civil Rights Act of 1964 in connection with the Utility Work covered by this JPA, and such compliance will be governed by the method checked and described hereafter:

\_\_\_\_\_ (a) The COMPANY will perform all or part of such Utility Work by a Contractor paid under a contract let by the COMPANY, and the Appendix "A" of Assurances attached to this agreement will be included in said contract let by the COMPANY.

\_\_\_\_\_ (b) The COMPANY will perform all of such Utility Work entirely with COMPANY's forces, and Appendix "A" of Assurances is not required.

\_\_\_\_\_ (c) The Utility Work involved is agreed to by way of just compensation for the taking of COMPANY's facilities located on right of way in which the COMPANY holds a compensable interest, and Appendix "A" of Assurances is not required.

\_\_\_\_\_ (d) The COMPANY will perform such Utility Work entirely by continuing contract, which contract to perform all future Relocation Work was executed with COMPANY's Contractor prior to August 3, 1965, and Appendix "A" of Assurances is not required.

7. Attached hereto, and by reference made a part of hereof, as Exhibit "A" is a detailed analysis of the estimated cost of the Utility Work. The COMPANY and the DEPARTMENT have agreed that payment for the Utility Work shall be \_\_\_\_\_, subject to paragraph nine (9) hereunder.

8. The COMPANY shall obtain written approval from the DEPARTMENT prior to performing work which exceeds the estimated costs set out in paragraph seven (7) above. The provision of subsection 339.135 (6) (a), Florida Statutes, are made of part of this contract. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsections is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

9. The COMPANY should be aware of the following time frames. Upon receipt, the DEPARTMENT has five working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If payment is not available within 40 days, a separate interest penalty at a rate specified in Section 55.03, Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one (1) dollar will not be enforced unless the COMPANY requests payment. Invoices which have to be returned to the COMPANY because of COMPANY preparation errors will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

10. The provisions subsection 287.133(2)(a), Florida Statutes, are made a part of this contract. A person affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. The provisions of Section 287.0582, Florida Statutes are made part of this contract. No executive branch public officer or employee shall enter into any contract on behalf of the state, which contract binds the state or its executive agencies for the purchase of services or tangible personal property for a period in excess of 1 fiscal year, unless the following statement is included in the contract: "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature".

12. After the DEPARTMENT's final acceptance of the Utility Work, and for the 20 year life of such Utility Work, the COMPANY shall own, control, maintain and be responsible for all Utility Work in accordance with the terms of the standard permit required by Florida Law for occupancy of public rights of way, and the COMPANY shall comply with all provisions of law and with the DEPARTMENT's manual for traffic control routing and parking and with all other applicable regulations of the DEPARTMENT pertaining thereto.

13. For the 20 year life of Utility Work, \_\_\_\_\_ agrees to be responsible for the payment of all maintenance costs associated with the Utility Work. The COMPANY shall perform all maintenance of Utility Work on an as needed basis, which maintenance shall include all items set forth in Exhibit "B" attached hereto and by reference made a part hereof as well as perform all relocation of Utility Work required by the DEPARTMENT for its construction projects in a timely manner so as not to delay such projects. All such relocation shall be in accordance with the provisions of Rule 14.46.001, Railroads/Utilities Installation or Adjustment, Florida Administrative Code and any supplements or revisions thereto. The maintenance costs which \_\_\_\_\_ agrees to be responsible for shall also include payment of all costs for electrical energy and any other related charges incurred in connection with the operation of the completed lighting system associated with the Utility Work. The COMPANY shall invoice \_\_\_\_\_ for those maintenance costs as itemized in Exhibit "B" on the \_\_\_\_\_ day of each month for the 20 year life of this JPA.

14. The COMPANY hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT for all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of, or due to the breach of this JPA by the COMPANY, its agents or employees, or due to any act or occurrence or omission or commission of the COMPANY, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the DEPARTMENT, or its agents or employees, for its own negligence or breach of contract.

15. This JPA shall automatically terminate twenty (20) years from the date of the DEPARTMENT's final acceptance of the Utility Work. Upon said termination, the DEPARTMENT will determine, in its sole discretion, if the Utility Work shall be recapitalized or if the DEPARTMENT shall include a build out of a facilities in its Five Year Work Program.

16. In the event this agreement is terminated pursuant to paragraph 17 hereunder, COMPANY agrees to perform all relocation of Utility Work required by the DEPARTMENT for its construction projects in a timely manner so as not to delay such projects and all in accordance with provisions of Rule 14.46.001 and Section 337.403 and 337.404, Florida Statutes, as applicable.

13. For the 20 year life of Utility Work, \_\_\_\_\_ agrees to be responsible for the payment of all maintenance costs associated with the Utility Work. The COMPANY shall perform all maintenance of Utility Work on an as needed basis, which maintenance shall include all items set forth in Exhibit "B" attached hereto and by reference made a part hereof as well as perform all relocation of Utility Work required by the DEPARTMENT for its construction projects in a timely manner so as not to delay such projects. All such relocation shall be in accordance with the provisions of Rule 14.46.001, Railroads/Utilities Installation or Adjustment, Florida Administrative Code and any supplements or revisions thereto. The maintenance costs which \_\_\_\_\_ agrees to be responsible for shall also include payment of all costs for electrical energy and any other related charges incurred in connection with the operation of the completed lighting system associated with the Utility Work. The COMPANY shall invoice \_\_\_\_\_ for those maintenance costs as itemized in Exhibit "B" on the \_\_\_\_\_ day of each month for the 20 year life of this JPA.

14. The COMPANY hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT for all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of, or due to the breach of this JPA by the COMPANY, its agents or employees, or due to any act or occurrence or omission or commission of the COMPANY, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the DEPARTMENT, or its agents or employees, for its own negligence or breach of contract.

15. This JPA shall automatically terminate twenty (20) years from the date of the DEPARTMENT's final acceptance of the Utility Work. Upon said termination, the DEPARTMENT will determine, in its sole discretion, if the Utility Work shall be recapitalized or if the DEPARTMENT shall include a build out of a facilities in its Five Year Work Program.

16. In the event this agreement is terminated pursuant to paragraph 17 hereunder, COMPANY agrees to perform all relocation of Utility Work required by the DEPARTMENT for its construction projects in a timely manner so as not to delay such projects and all in accordance with provisions of Rule 14.46.001 and Section 337.403 and 337.404, Florida Statutes, as applicable.



If payment is not available within 40 days, a separate interest penalty at a rate specified in Section 55.03, Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one (1) dollar will not be enforced unless the COMPANY requests payment. Invoices which have to be returned to the COMPANY because of COMPANY preparation errors will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

10. The provisions subsection 287.133(2)(a), Florida Statutes, are made a part of this contract. A person affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. The provisions of Section 287.0582, Florida Statutes are made part of this contract. No executive branch public officer or employee shall enter into any contract on behalf of the state, which contract binds the state or its executive agencies for the purchase of services or tangible personal property for a period in excess of 1 fiscal year, unless the following statement is included in the contract: "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature".

12. After the DEPARTMENT's final acceptance of the Utility Work, and for the 20 year life of such Utility Work, the COMPANY shall own, control, maintain and be responsible for all Utility Work in accordance with the terms of the standard permit required by Florida Law for occupancy of public rights of way, and the COMPANY shall comply with all provisions of law and with the DEPARTMENT's manual for traffic control routing and parking and with all other applicable regulations of the DEPARTMENT pertaining thereto.

13. For the 20 year life of Utility Work, \_\_\_\_\_ agrees to be responsible for the payment of all maintenance costs associated with the Utility Work. The COMPANY shall perform all maintenance of Utility Work on an as needed basis, which maintenance shall include all items set forth in Exhibit "B" attached hereto and by reference made a part hereof as well as perform all relocation of Utility Work required by the DEPARTMENT for its construction projects in a timely manner so as not to delay such projects. All such relocation shall be in accordance with the provisions of Rule 14.46.001, Railroads/Utilities Installation or Adjustment, Florida Administrative Code and any supplements or revisions thereto. The maintenance costs which \_\_\_\_\_ agrees to be responsible for shall also include payment of all costs for electrical energy and any other related charges incurred in connection with the operation of the completed lighting system associated with the Utility Work. The COMPANY shall invoice \_\_\_\_\_ for those maintenance costs as itemized in Exhibit "B" on the \_\_\_\_\_ day of each month for the 20 year life of this JPA.

14. The COMPANY hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT for all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of, or due to the breach of this JPA by the COMPANY, its agents or employees, or due to any act or occurrence or omission or commission of the COMPANY, its agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the DEPARTMENT, or its agents or employees, for its own negligence or breach of contract.

15. This JPA shall automatically terminate twenty (20) years from the date of the DEPARTMENT's final acceptance of the Utility Work. Upon said termination, the DEPARTMENT will determine, in its sole discretion, if the Utility Work shall be recapitalized or if the DEPARTMENT shall include a build out of a facilities in its Five Year Work Program.

16. In the event this agreement is terminated pursuant to paragraph 17 hereunder, COMPANY agrees to perform all relocation of Utility Work required by the DEPARTMENT for its construction projects in a timely manner so as not to delay such projects and all in accordance with provisions of Rule 14.46.001 and Section 337.403 and 337.404, Florida Statutes, as applicable.

17. This Contract shall not become effective unless and until it has been executed by all the parties. The parties understand and agree that Tampa Electric's obligations hereunder are subject to the FPSC's approval of this Contract remaining in full force and effect and the Contract may be terminated without liability in order to comply with regulatory rulings.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
District Secretary District Utility Engineer

ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
Executive Secretary Approved to as Form  
Legality and Execution

BY: \_\_\_\_\_ (SEAL)

ATTEST: \_\_\_\_\_

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**Exhibit C**

**TWELFTH ELEVENTH REVISED SHEET NO. 7.010**  
**TAMPA ELECTRIC COMPANY CANCELS ELEVENTH REVISED SHEET NO. 7.010**  
**TENTH**

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**STANDARD FORMS**

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**ISSUED BY: K. S. Surgenor, President      DATE EFFECTIVE: September 3, 1996**

Contract No. \_\_\_\_\_

Work Order No. \_\_\_\_\_

Project Name \_\_\_\_\_

**TAMPA ELECTRIC COMPANY**  
***BRIGHT CHOICES* Outdoor Lighting Agreement**

Pursuant to the terms and conditions set fourth in this agreement, Tampa Electric Company (the "Company") agrees to provide and \_\_\_\_\_ (Name and Address) \_\_\_\_\_ (the "customer") agrees to accept and pay for the outdoor lighting services specified below. For purposes of this Agreement the Company shall be defined as Tampa Electric Company, and its officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, of successor corporations.

1. The Company 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"):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

2. The Equipment shall be located at \_\_\_\_\_ ("Installation Site"). The Equipment shall be configured and installed pursuant to a final lighting design sketch which shall be provided to the Customer at least five business days prior to the commencement of any work by the Company at the Installation Site pursuant to this agreement. If the final design sketch has been provided to the Customer, as required immediately above, and the Customer has not advised the Company of specific changes to be made to the final lighting design sketch prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final lighting design sketch. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design. However, **THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS OR A PARTICULAR PURPOSE** of either the Equipment or the lighting design plan pursuant to which the Equipment is installed. The Customer shall be responsible for all costs incurred to repair or replace any

TAMPA ELECTRIC COMPANY

FIRST REVISED SHEET NO. 7.200  
CANCELS ORIGINAL SHEET NO. 7.200

STREET LIGHTING CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between \_\_\_\_\_

\_\_\_\_\_, herein called the Customer,

and TAMPA ELECTRIC COMPANY, a Florida Corporation, herein called the Company,

**WITNESSETH:**

That the Company, in consideration of the Customer's undertakings hereunder, including making the payments herein provided for, agrees to furnish and install, at its expense, at the locations shown on the drawing, designated as Lighting Plan Number \_\_\_\_\_ attached hereto, the street lighting equipment described as follows, to-wit, \_\_\_\_\_

The Company agrees to burn lights approximately 4,200 hours per year and to maintain said equipment and the lines serving the same in operating order at all times practicable and reasonable. The Customer agrees to pay the Company the sum of \_\_\_\_\_

to-wit, the total sum of \_\_\_\_\_

\_\_\_\_\_ per annual, plus fuel charge and (where applicable) franchise fees and taxes. Such total sum to be payable in monthly installments for a period of not less than five (5) years after the installation is completed. Further, the 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 designated and approved by the Florida Public Service Commission on a cash deposit.

ISSUED BY: K. S. Surgenor, President  
H. L. Culbreath

DATE EFFECTIVE: September 27, 1984

Equipment which is damaged during construction of Customer's facilities or by vandalism. The Customer shall also be responsible for all costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment. The Customer shall be responsible for notifying the Company of all Equipment outages.

3. The Customer shall locate and advise the Company of the location of all underground facilities at the Installation Site prior to the commencement of any work by the Company at the Installation Site. Any cost or liability for damage to underground facilities which were not properly identified by the Customer, as required pursuant to this paragraph, or with regard to furnishing, installing, operating, maintaining or removing the Equipment, shall be paid by the Customer. The Customer agrees to indemnify the Company and hold it harmless of and from any and all claims including injuries, death or property damage, and any other losses, damages, charges or expenses, including attorney's fees and litigation costs, which arise or are alleged to have arisen out of or in connection with the furnishing, design, installation, operation, maintenance or removal of the Equipment. Customer's indemnity obligation shall extend to and including liability for the sole, contributory, comparative or concurrent negligence of the Company. The phrase "property damage" as used herein includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. The Customer further agrees to undertake, as its own expense, the defense of any action, suit or proceedings which may be brought against the Company claiming damages which are alleged to have arisen out of or in connection with the furnishing, design, installation, operation, maintenance, or removal of the Equipment.
4. If this agreement involves construction, alteration, repair or demolition of a building, structure, appurtenance, or appliances, including its removal or excavation, the Customer acknowledges the receipt and sufficiency of specific valuable consideration and other benefits accruing to Customer in exchange for Customer's obligation to indemnify for property damage, personal injury, or death caused by the sole, contributory, or concurrent negligence of the Company. The specific consideration includes, but is not limited to, the first five percent (5%) of the charges for service received by the Customer under this Agreement. In the event that Customer's obligation to indemnify the Company is found to be unenforceable because of failure of consideration, the Customer's

~~This agreement shall remain in force (1) for a term of five (5) years beginning on the date all lights are installed and burning, or (2) until such time as a Special Street Light Tax District has been legally formed, has assumed all obligations of Customer permitted by law in this agreement and has collected sufficient taxes to pay Company for the continuation of the service provided for herein. The event (1) of (2) occurring first, shall control. No additional lighting will be furnished except by mutual agreement of the Customer and Company.~~

~~Whenever the Company's engineers decide that the proposed installation requires that the service lines necessary to supply energy to said street lighting equipment shall be erected on private property, the Customer shall obtain, without cost to the Company, adequate written or sufficiently dedicated easements for the purpose of making said installation and maintaining same.~~

~~The Customer agrees to reimburse the Company for any expense incurred by the latter in changing the installation at the Customer's request.~~

~~Title to all equipment furnished hereunder shall remain in the name of the Company at all times and may be removed by it at the expiration of this agreement or upon sooner termination of the same for any reason.~~

~~Payment for the deposit shall be made simultaneously with the signing of this contract. All bills shall be due when rendered, and upon default of the payment thereof within such reasonable time, not to exceed one (1) month, as the Company may require, all obligations of the Company to perform hereunder shall forthwith terminate and it may take such legal action as may be deemed advisable because of the Customer's breach of performance.~~

~~The rates and services of the Company are subject to regulation by the Florida Public Service Commission and in the event that Commission or any other regulatory body having jurisdiction in the premises, in the exercise of its lawful authority, shall order any increase or decrease in the standard rate schedules of the Company applicable to the service herein contracted for, it is distinctly understood by the Customer that such order shall apply to the rate herein specified.~~



obligation to indemnify the Company for the Company's negligence shall be limited to \$1,000,000.00 to any one person or for property damage from any one accident.

5. The Company shall bear all normal Equipment installation costs, with the exception of the following: \$\_\_\_\_\_ for \_\_\_\_\_. Thereafter, relocation of any Equipment shall be done only at the Customer's expense.
6. The Company will furnish electricity to operate the Equipment approximately 4200 hours each calendar year. The Company will use reasonable diligence at all times to provide continuous service and maintaining the Equipment in operating order, but shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company, its employees, servants, contractors, or agents, including but not limited to complete or partial failure or interruption of service or lighting, for initiation of or re-connection of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting, for initiation of or re-connections of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service. The Equipment shall be operated by a photo-cell or timer which will cause the same to be illuminated between the hours of dusk to dawn each day.
7. Nothing in this Agreement shall be construed to make any personal entity not executing this Agreement a third-party beneficiary to this Agreement, nor shall any person or entity other than a party to this Agreement have any authority to enforce its terms. The Company and its employees, servants, contractors or agents, shall not be liable to non-customers, any third parties or others not party to this Agreement for any damages arising from the furnishing, design, installation, operation, maintenance, or removal of this Equipment or for the negligence of the Company, its employees, servants, contractors or agents, including but not limited to any and all claims of personal injury, death or property damages and any other losses, damages, charges or expenses which arise or are alleged to have arisen out of or in connection with the furnishing, design, installation, operation, maintenance or removal of the Equipment.
8. During the term of this agreement, the Customer shall pay the Company monthly for services provided pursuant to Rate Schedules OL-1, OL-3,



~~The agreements herein contained shall inure to the benefits of and be binding upon, the respective successors and assigns of the parties hereto.~~

~~IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in due form required by law, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.~~

By: \_\_\_\_\_

Signed in the presence of: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witnesses as to execution by the Customer

\_\_\_\_\_  
TAMPA ELECTRIC COMPANY

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Witnesses as to execution by the Company

and/or SL-2, as those rate schedules, which are on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current subtotal monthly charge for facilities installed under this agreement shall be as indicated in Column A plus fuel adjustment, energy conservation charges, and (where applicable) franchise fees and taxes, for a total as indicated in Column B per month under current tax rates, pursuant to Rate Schedule as indicated in Column C for a term as indicated in Column D. Customer agrees to deposit with the Company, the additional cash sum as shown in Column E, which is equivalent to approximately 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.

Column A	Column B	Column C	Column D	Column E
Non-Fuel Charges	Fuel and Other Clause	Rate Schedule	Term	Deposit
		OL-1 (Overhead Served Facilities)		
		SL-2 (Overhead Served Facilities)		
		OL-3 (Overhead Served Facilities)		
		OL-1 (Underground Served Facilities)		
		SL-2 (Underground Served Facilities)		
		OL-3 (Underground Served Facilities)		
<b>Monthly Grand Total</b>				
		OL-1, SL-2, OL-3 (All Facilities)		

**ISSUED BY: K. S. Surgenor, President**

**DATE EFFECTIVE:**

## Deposit Required

OL-1, SL-1, OL-3 (All Facilities)

The Company will annually credit the Customer's bill with an interest amount approved by the Florida Public Service Commission for cash deposits. The currently authorized interest rate is \_\_%. The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this agreement in accordance with filed changes to the relevant tariffs.

9. In the event that the Customer fails to pay for any of the services provided by the Company, pursuant to this agreement, or otherwise violates the terms of this agreement, the Company may, at its option and on five (5) days' written notice, terminate this agreement. If such termination occurs prior to the expiration of the primary term, the Customer agrees to pay the Company an amount of equal to the net present value of 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 initial term, as specified in Paragraph 6, for each service taken, as liquidated damages for such early termination.
10. The Customer and/or the owner or landlord of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company, its agents, successors and assigns, a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation maintenance and removal of the Equipment. The easement shall terminate upon the Company's removal of the Equipment, following the termination of this Agreement. The Equipment, both currently installed and installed during the term of this agreement, shall remain the Company's personal property, notwithstanding the manner or mode of this attachment to the Installation Site and shall not become fixtures. Any claim or claims that the Company, or its assigns, has or may hereafter have with respect to any Equipment shall be superior to any lien, right or claim of any nature which any Grantor now has or may hereafter have in respect of any Equipment by law, agreement or otherwise. Each and every right which each Grantor now has, or may hereafter have, under any law, or by virtue of any agreement, now in effect or hereafter executed by the undersigned Grantors, to levy or distrain upon for rent, in arrears, in advance, or both, or to claim or assert title to the Equipment is hereby waived. In no event shall the Customer, or any other Grantor, place

upon or attach to any of the Company's Equipment, except with the Company'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 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, without liability, anything placed, installed, or existing in violation of this paragraph.

11. In the event that this agreement is terminated pursuant to paragraph 9 or expires pursuant to Paragraph 12, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.
12. This Agreement shall be effective when signed by all parties and shall remain in force for a primary term of           (choose the longest term specified in Paragraph 8, column D)           Year(s) beginning on the date of the Equipment is installed, as shown on provided sketch, and all lights are energized and 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.
13. 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. This agreement may be assigned with the Company's prior written consent. In the event of sale of the subject property the Customer and/or Grantors other than the Customer, if any, shall assign the Customer and/or Grantor's rights hereunder to the purchaser, as appropriate. The purchaser shall be substituted herein for the Customer and/or other Grantor with respect to all rights and obligations.
14. No delay or failure by the Customer or the Company to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
15. This agreement shall be construed in accordance with and governed by the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties, each of whom represents and warrants that he or she is dully authorized to execute this agreement, have caused this instrument to be executed in due form of law, this day and year first written above.

Customer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Property Owner \_\_\_\_\_ (If other than Customer)

By: \_\_\_\_\_ (With Regard to Paragraphs 6-10)

Title: \_\_\_\_\_

RESERVED FOR FUTURE USE

~~OUTDOOR LIGHTING AGREEMENT OVERHEAD~~

Customer: \_\_\_\_\_ Date: \_\_\_\_\_, 19\_\_\_\_

Mailing Address: \_\_\_\_\_

~~THIS AGREEMENT, when signed by the Customer and by an authorized representative of Tampa Electric Company, shall become a contract where the Company agrees to furnish outdoor lighting service indicated below, to the Customer and the Customer agrees to receive and pay for said service in accordance with the terms of Rate Schedule OL-1 and General Rules and Regulations as filed with the FPSC, and subject to modification by the Commission.~~

~~1. The Company is hereby granted an easement over 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.~~

~~2. 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.~~

~~3. Relocation of any equipment done at the Customer's request will be at Customer's expense.~~



**RESERVED FOR FUTURE USE**

~~4. In the event the Customer fails to pay for the services hereinbefore 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 for each month of the unexpired primary term as liquidated damages for such early termination. Company agrees to give Customer five (5) days written notice before declaring this Agreement terminated.~~

~~5. The primary term of this Agreement shall be one year beginning on the date that the lights are installed and ready for use and shall continue for successive terms of one year until terminated by either party giving the other party (30) days prior written notice of intention to terminate.~~

~~6. The outdoor lighting service requested by the Customer consists of the following:~~

<u>NO. OF UNITS</u>	<u>SIZE</u>	<u>MONTHLY UNIT CHARGE</u>	<u>CODE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

~~The above unit price shall be increased or decreased by the current fuel charge amount and any applicable taxes or fees.~~

~~7. The Customer's signature indicates agreement with the Outdoor Lighting Equipment Location (s)~~

TAMPA ELECTRIC COMPANY  
By: \_\_\_\_\_

CUSTOMER  
By: \_\_\_\_\_

**RESERVED FOR FUTURE USE****OUTDOOR LIGHTING AGREEMENT - UNDERGROUND**

~~THIS AGREEMENT~~ made this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_\_, between \_\_\_\_\_  
\_\_\_\_\_ herein called the "Customer" and Tampa Electric  
Company, a Florida Corporation, 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 following outdoor lighting equipment:~~

on the premises in \_\_\_\_\_  
County, 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. Thereafter, should it become necessary that the location of any of the equipment be changed, or should the Customer request 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 anytime due to causes beyond the reasonable and practicable control of the Company. The Company acknowledges that the lights will be operated by a photo-cell which will cause the same to be illuminated from dusk to dawn of each day.~~

\_\_\_\_\_ 4. ~~The Customer will pay the Company for the service to be furnished by the Company hereunder, the annual service rate as approved by the Florida Public Service Commission. The annual service rate shall be the sum of \_\_\_\_\_ plus fuel charge and taxes applicable unless and until the same is changed pursuant to authorization of the Florida Public Service Commission.~~

ISSUED BY: K. S. Surngor, President  
H. L. Culbreath

DATE EFFECTIVE: September 27, 1984



**RESERVED FOR FUTURE USE**

~~5. This agreement shall remain in force for a primary term of five (5) years beginning on the date the equipment is installed and 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. All lights under this agreement shall be installed within on (1) year beginning from the date the first light or lights are turned on. Any lights not installed within this time 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. 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 place, installed or existing in violation of this paragraph.~~

~~9. In the event the Customer fails to pay for the service hereinbefore 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 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 this Agreement terminated.~~

~~10. 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 by the Customer and the assignment of the Customer's rights hereunder to the~~

**TAMPA ELECTRIC COMPANY**

**FIRST REVISED SHEET NO. 7.402  
CANCELS ORIGINAL SHEET NO. 7.402**

**RESERVED FOR FUTURE USE**

~~purchaser, such purchaser shall be substituted herein for the Customer with respect to all rights and obligations.~~

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

~~Date Signed: \_\_\_\_\_~~

~~Witnesses as to execution by  
Customer~~

~~CUSTOMER~~

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)~~

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)~~

~~Witness as to execution by Company~~

~~TAMPA ELECTRIC COMPANY~~

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)~~

~~\_\_\_\_\_  
\_\_\_\_\_~~

**ISSUED BY: K. S. Surgenor, President  
H. L. Culbreath**

**DATE EFFECTIVE: September 27, 1984**

**RESERVED FOR FUTURE USE**  
**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."

**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:~~

~~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.~~

**RESERVED FOR FUTURE USE**

~~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 0L-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.~~

## RESERVED FOR FUTURE USE

~~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.~~

RESERVED FOR FUTURE USE

~~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: \_\_\_\_\_~~



STATE OF FLORIDA

Commissioners:  
JULIA L. JOHNSON, CHAIRMAN  
J. TERRY DEASON  
SUSAN F. CLARK  
JOE GARCIA  
E. LEON JACOBS, JR.



DIVISION OF RECORDS & REPORTING  
BLANCA S. BAYO  
DIRECTOR  
(850) 413-6770

**Public Service Commission**

February 18, 1998

James D. Beasley, Esquire  
Ausley & McMullen  
Post Office Box 391  
Tallahassee, Florida 32302

Re: Docket No. 980249-EI

Dear Mr. Beasley:

This will acknowledge receipt of a petition for approval of revised standard forms by Tampa Electric Company, which was filed in this office on February 16, 1998 and assigned the above-referenced docket number. Appropriate staff members will be advised.

Mediation may be available to resolve any dispute in this docket. If mediation is conducted, it does not affect a substantially interested person's right to an administrative hearing. For more information, contact the Office of General Counsel at (850) 413-6078 or FAX (850) 413-6079.

Division of Records and Reporting  
Florida Public Service Commission