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August 12, 2005

HAND DELIVERED

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

050548-E1

Re: Petition for Approval of Revisions to Bright Choices® Outdoor Lighting Agreement and Associated Tariff Sheets by Tampa Electric Company

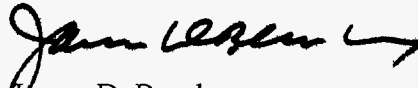
Dear Ms. Bayo:

Enclosed for filing in the above-styled matter are the original and fifteen (15) copies of Tampa Electric Company's Petition for Approval of Revisions to Bright Choices® Outdoor Lighting Agreement and Associated Tariff Sheets.

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

Thank you for your assistance in connection with this matter.

Sincerely,


James D. Beasley

JDB/pp
Enclosure

*Original Tariff Sheets
forwarded to ECR*

DOCUMENT NUMBER: DATE

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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Revisions)
to Bright Choices® Outdoor Lighting)
Agreement and Associated Tariff Sheets)
By Tampa Electric Company)
_____)

DOCKET NO.
FILING: August 12, 2005

PETITION

Tampa Electric Company (“Tampa Electric” or “the company”), pursuant to Chapter 366.051, Florida Statutes, and Rule 25-17.0832(4), Florida Administrative Code, petitions the Commission to approve the attached revisions to the Bright Choices® Outdoor Lighting Agreement (“Lighting Agreement”) and associated Tariff Sheets and, as grounds therefor, states:

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

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

Mr. Lee L. Willis
Mr. James D. Beasley
Ausley & McMullen
Post Office Box 391
Tallahassee, Florida 32302
(850) 224-9115

Ms. Angela Llewellyn
Administrator,
Regulatory Coordination
Tampa Electric Company
Post Office Box 111
Tampa, Florida 33601
(813) 228-1752

3. Tampa Electric is seeking approval for revisions to its Lighting Agreement, Lighting Rate Schedules, and lighting policy contained in Tariff Sections 5, 6, and 7. The proposed revisions include: 1) adding certain lighting terms and conditions not currently addressed in the Lighting Agreement or Tariff; 2) instituting a ten-year term of service for each lighting rate schedule; 3) additional customer rights and penalties under the early termination

section of the Lighting Agreement; 4) clarifying certain existing terms in the Agreement; and 5) making some miscellaneous formatting changes. The Revised Tariff Sheets for which Tampa Electric seeks approval are listed in Exhibit "A". The requested amendments for the Bright Choices[®] Outdoor Lighting Agreement and the associated revised tariff sheets of the Lighting Rate Schedules SL2, OL1, and OL3 are attached hereto in standard and legislative format as composite Exhibits "B" and "C", respectively.

4. The company is proposing revisions to cover several issues not addressed in the current lighting tariffs or Lighting Agreement. These issues include the following: errant illumination, change orders, provision of non-standard lighting services, non-refundable deposits on complex lighting designs, and tree trimming to eliminate obstruction of illumination.

5. The company is seeking approval to amend the Lighting Agreement and lighting tariffs to deal with the issue of errant illumination. Currently, when a neighboring property, not belonging to or intended for illumination by the lighting customer, receives illumination as a result of the customer's outdoor lighting service and the neighboring property owner or resident objects to this illumination the company attempts to mitigate the neighboring resident/owner's displeasure with the errant illumination by several means including the installation of lighting shields and/or the relocation or rotation of the light fixture. In spite of the company's efforts, sometimes either one or both of the parties end up dissatisfied with the results. The company desires to extricate itself, to the extent possible, from customer feuds over errant illumination and therefore is proposing tariff language that permits the company to refuse to install lighting in locations that have potential illumination issues unless abutting or neighboring property owners are notified and voice no objections. If, after such installation, the light becomes objectionable to others, the lighting customer will assume responsibility for resolving the objection (including reimbursing the company for various mitigation measures and/or removal expenses and liquidated damages) if the customer determines that early termination of the Lighting Agreement is the only remedy.

6. Often the lighting customer will request changes to the final lighting design after having consented to the final design sketch. The company is proposing to charge the customer for expenses incurred as a result of such customer-requested changes.

7. Tampa Electric proposes that the Lighting Agreement be amended to allow the company to charge customers for requested equipment or service requirements considered non-standard for lighting service including, but not limited to, the installation of: distribution transformers for lighting, relays, protective shields, bird deterrent devices, light trespass shields and any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering. In addition, the amendment would provide for charges associated with light rotations and light pole relocations. The Company will bill the Customer the actual cost of any such non-standard equipment or service as incurred.

8. The company is seeking approval to collect an up-front, non-refundable deposit for lighting designs of ten or more lights developed at the customer's request. The deposit amount will be based on the labor costs of developing the design and will be applied as a credit on the Customer's bill for lighting service if and after the lighting service commences.

9. Tampa Electric is seeking approval to amend the Lighting Agreement and lighting tariffs to clarify its tree trimming policy related to lighting installation and illumination obstruction. Tampa Electric does not provide tree trimming service for lighting installation or illumination obstruction. The proposed amendment makes clear that the customer, at his sole expense, shall arrange for tree trimming by qualified personnel when trees obstruct the installation of or the illumination from a light.

10. The Company is requesting that the minimum term of service for the Lighting Tariff Rate Schedules SL2, OL1, and OL3 be increased to 10 years to assure that the company and its customers are protected from the financial impact of investments in new lighting installations where the new customer fails to continue taking service over a reasonable term needed to recover the investment.

11. Revisions are proposed under the termination and removal section of the Lighting Agreement that will provide lighting customers with two opportunities to terminate the Lighting Agreement with little or no penalty, if the termination request is made within certain specified time periods prior to installation of the lighting facilities. Under the proposed revisions, the company would be allowed to charge the customer with facilities removal expenses in addition to liquidated damages if early termination occurs after the lighting facilities have been installed.

12. Tampa Electric is proposing amendments for clarification purposes to those sections of the Lighting Agreement that address system design, customer information and preparation, payment information, vandalism, easements, attachments and assignments. The company is also seeking approval to amend the insurance section of the Lighting Agreement to remove the company's obligation to provide the Customer with proof of insurance.


13. The company proposes to change the format of the Lighting Agreement by grouping, reordering, and titling each paragraph or section of the contract to facilitate the location of specific terms and conditions.

14. Tampa Electric knows of no disputed issues of material fact relative to the lighting tariff revisions proposed herein.

WHEREFORE, Tampa Electric requests that this Commission consent to the application of the Revised Tariff Sheets as set forth in Exhibit "B".

Dated this 12th day of August, 2005.

Respectfully submitted,



Lee L. Willis
James D. Beasley
Ausley & McMullen
Post Office Box 391
Tallahassee, FL 32302
(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

EXHIBIT A

LIST OF REVISED TARIFF SHEETS

Tariff Section 5:

Seventh Revised Sheet No. 5.490

Tariff Section 6:

Twentieth Revised Sheet No. 6.260

Twenty-fifth Revised Sheet No. 6.262

Sixteenth Revised Sheet No. 6.263

Nineteenth Revised Sheet No. 6.270

Twenty-first Revised Sheet No. 6.272

Eleventh Revised Sheet No. 6.273

Tenth Revised Sheet No. 6.304

Tenth Revised Sheet No. 6.307

Original Sheet No. 6.308

Tariff Section 7:

Third Revised Sheet No. 7.200

Third Revised Sheet No. 7.201

Third Revised Sheet No. 7.202

Third Revised Sheet No. 7.203

Second Revised Sheet No. 7.204

Second Revised Sheet No. 7.205

Second Revised Sheet No. 7.206

First Revised Sheet No. 7.207

EXHIBIT B

Continued from Sheet No. 5.480

It shall be the Customer's responsibility to notify the company in the event of failure of one of these units. Maintenance will be performed by the company during normal daytime working hours only, and will normally be done within three working days after receipt of notification by the Customer.

Installations will be controlled by company-owned automatic light sensitive devices. Manual switching for these lights by the Customer shall not be permitted.

The number of poles required for a given installation to provide proper line construction shall be determined by the company.

The details of the installation must be agreed upon by the Customer and the company prior to the installation of these lighting units. A non-refundable deposit will be collected for area lighting designs developed for and requested by the customer that involve ten or more lights. The deposit amount will be applied as a credit to the customer's monthly bill for the lighting service after the lighting service commences. Area lighting is available to Customers who contract for a minimum of ten (10) years.

3.6.2.1 Customer Owned Highway Lighting

The company will furnish energy at primary voltage or secondary voltage, at the discretion of the company. Metering will be at the secondary voltage on Customer owned equipment available for accessible reading.

3.6.3 Temporary Service

Temporary service will be supplied under the applicable rate. The Customer must furnish and install all entrance wiring. Receptacle outlets must be of the polarized grounding type.

Single phase service for construction purposes only will be installed according to Drawing Nos. 7.1 or 7.2 of the Standard Electrical Service Requirements Manual. Such service is limited to a maximum of 70 amperes at 240 volts.

Larger metered temporary single phase service will be installed according to Drawing No. 7.3 of the Standard Electrical Service Requirements Manual.

Three phase installations for construction purposes, requiring current transformers, will be metered in accordance with Drawing No. 7.15 (Standard Electrical Service Requirements Manual). When current transformers are not required, the metering installation will be similar to that shown in Drawing No. 7.3 (Standard Electrical Service Requirements Manual). In either case, the customer should contact the Company for further information.

Continued to Sheet No. 5.500

HIGH PRESSURE SODIUM STREET LIGHTING SERVICE**SCHEDULE:** SL-2**RATE CODE:** 290, 660-699, 740-799, 840-859**AVAILABLE:** Entire service area.**APPLICABLE:** For dedicated public street and highway lighting for incorporated cities and other governmental authorities. Also available for subdivision developers and responsible civic groups. Lighting installations for non-governmental entities require a ten-year contract. Not applicable to private streets. At the Company's option, a deposit amount of up to a two (2) month's average billing may be is required at anytime.**CHARACTER OF SERVICE:** Service provided during the hours of darkness.**LIMITATION OF SERVICE:** Installations shall be made only when, in the judgement of the Company, location of the proposed light is, and will continue to be, easily and economically accessible to Company equipment and personnel for both construction and maintenance.**MONTHLY RATE:**

Fixture and Maintenance Charge:

<u>Type of Facility</u>	<u>Lamp Size Initial Lumens / Watts</u>		<u>Fixture Charge</u>	<u>Maintenance Charge</u>	<u>Total Monthly Charge</u>
Fixture Type					
Cobra**	4,000	50	\$2.85	\$1.17	\$4.02
Cobra****	6,300	70	2.89	1.20	4.09
Coach Post Top*	6,300	70	4.53	2.74	7.27
Cobra	9,500	100	3.28	1.22	4.50
Cobra	16,000	150	3.77	0.91	4.68
Cobra	28,500	250	4.40	0.97	5.37
Cobra	50,000	400	4.59	1.09	5.68
Turnpike***	50,000	400	9.04	2.25	11.29
Mongoose	50,000	400	5.87	3.56	9.43

Continued to Sheet No. 6.261

ISSUED BY: C. R. Black, President**DATE EFFECTIVE:**

Continued from Sheet No. 6.261

Energy Charge:

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

<u>Lumens</u>	<u>Lamp Size</u>	<u>kWh Per Month</u>
4,000	50 Watts	20
6,300	70 Watts	29
9,500	100 Watts	44
16,000	150 Watts	66
28,500	250 Watts	105
50,000	400 Watts	163

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

The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, and light trespass shields and any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs. Charges also will be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

MINIMUM CHARGE: The monthly charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

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

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021.

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

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.021.

FRANCHISE FEE CHARGE: See Sheet No. 6.021.

SPECIAL CONDITIONS: On customer-owned public street and highway lighting systems not subject to other rate schedules, the monthly rate for energy served at primary or secondary voltage, at the Company's option, shall be 2.077¢/kWh of estimated or metered usage, at the Company's option, plus the applicable additional charges as specified on Sheet Nos. 6.020 and 6.021.

ISSUED BY: C. R. Black, President

DATE EFFECTIVE

Continued from Sheet No. 6.262

PAYMENT OF BILLS: See Sheet No. 6.022.

SPECIAL PROVISIONS: The Customer shall be responsible for the cost incurred to repair or replace any facility that has been vandalized. The company shall not be required to make such repair or replacement prior to payment by the customer for such damage. At the customer's expense, the Company will install a luminaire protective shield in addition to any required repair or replacement.

The Customer shall arrange for routine tree trimming by qualified personnel at the Customer's sole expense when illumination from or maintenance access to the Equipment is obstructed by trees and other vegetation. The Company shall not be responsible for tree trimming to address light obstruction.

The Company will not be required to install or continue to operate equipment at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the light is objectionable to others, the Customer shall be responsible for the costs incurred to relocate, remove, or shield the Equipment in addressing the objection unless the Customer is otherwise able to fully address and satisfy the third-party objections in question.

**HIGH PRESSURE SODIUM
 GENERAL OUTDOOR LIGHTING SERVICE**

SCHEDULE: OL-1

RATE CODE: 430-449, 460-489, 500-519.

AVAILABLE: Entire service area.

APPLICABLE: For outdoor area lighting. Lighting installations under this schedule are available only to customers who sign a service agreement for a minimum period of ten years. At the Company's option, a deposit amount of up equivalent to a two (2) month's average billing may be is required at anytime for non-residential customers.

CHARACTER OF SERVICE: Service provided during the hours of darkness. Service is normally provided on a dusk to dawn basis. At the Company's option and at the customer's request, the Company may permit a timer to control a lighting system provided under this rate schedule. Service associated with installing and maintaining the timer system is offered under Schedule OL-3, Premium Outdoor Lighting Service. The Company will control access to and set the timer to the customer's specifications, but in no case will such service exceed 2100 hours each year.

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

MONTHLY RATE:

Fixture and Maintenance Charge:

<u>Type of Facility</u>	<u>Lamp Size Initial Lumens / Watts</u>		<u>Fixture Charge</u>	<u>Maintenance Charge</u>	<u>Total Monthly Charge</u>
Fixture Type					
Cobra*	4,000	50	\$3.00	\$1.17	\$4.17
Post Top**	4,000	50	4.75	2.41	7.16
Cobra/Nema	6,300	70	3.02	1.20	4.22
Coach Post Top	6,300	70	4.75	2.74	7.49

Continued to Sheet No. 6.271

Continued from Sheet No. 6.271

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

<u>Lumens</u>	<u>Lamp Size</u>	<u>Timed Service kWh Per Month</u>	<u>Dusk to Dawn kWh Per Month</u>
4,000	50 Watts	10	20
6,300	70 Watts	14	29
9,500	100 Watts	22	44
16,000	150 Watts	33	66
28,500	250 Watts	52	105
50,000	400 Watts	81	163

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

The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, light rotations, light pole relocations, and any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

MINIMUM CHARGE: The monthly charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet No. 6.020.

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021.

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

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.021.

FRANCHISE FEE CHARGE: See Sheet No. 6.021.

PAYMENT OF BILLS: See Sheet No. 6.022.

Continued to Sheet No. 6.273

Continued from Sheet No. 6.272

SPECIAL PROVISIONS: The Customer shall be responsible for the cost incurred to repair or replace any Equipment that has been damaged as a result of any cause other than normal wear and tear. The Company shall not be required to make such repair or replacement prior to payment by the Customer for such damage. At the Customer's expense, and at the Company's discretion, the Company may install a luminaire protective shield to protect any Equipment repaired or replaced as a result of vandalism.

The Customer shall arrange for routine tree trimming by qualified personnel at the Customer's sole expense when illumination from or maintenance access to the Equipment is obstructed by trees and other vegetation. The Company shall not be responsible for tree trimming to address light obstruction.

The Company will not be required to install or continue to operate equipment at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the light is objectionable to others, the Customer shall be responsible for the costs incurred to relocate, remove, or shield the Equipment in addressing the objection unless the Customer is otherwise able to fully address and satisfy the third-party objections in question.

PREMIUM OUTDOOR LIGHTING SERVICE

SCHEDULE: OL-3

RATE CODE: 530-599

AVAILABLE: Entire service area.

APPLICABLE: For outdoor area lighting. Lighting installations under this schedule are available only to customers who sign a service agreement for a minimum period of ten years. At the Company's option, a deposit amount of up to two (2) month's average billing may be required at anytime.

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

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

MONTHLY RATE:

Fixture and Maintenance Charge:

<u>Type of Facility</u>	<u>Lamp Size</u>		<u>Fixture Charge</u>	<u>Maintenance Charge</u>	<u>Total Monthly Charge</u>
	<u>Initial</u>				
	<u>Lumens / Watts</u>	<u>Watts</u>			
Fixture Type High Pressure Sodium					
Classic Post Top	9,500	100	\$13.59	\$2.11	\$15.70
Contemporary Post Top*	9,500	100	14.50	2.19	16.69
Colonial Post Top	9,500	100	13.12	2.31	15.43
Salem Post Top	9,500	100	8.15	2.06	10.21

Continued to Sheet No. 6.305

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:

Continued from Sheet No. 6.306

<u>Initial Lumens</u>	<u>Lamp Size</u>	<u>Type</u>	<u>Timed Service kWh Per Month</u>	<u>Dusk to Dawn kWh Per Month</u>
Horizontal/Vertical				
9,500/9,500	100 Watts	HPS	22	44
12,800/14,400	175 Watts	MH	37	74
28,500/28,500	250 Watts	HPS	52	105
50,000/50,000	400 Watts	HPS	81	163
32,000/36,000	400 Watts	MH	79	159
107,800/110,000	1000 Watts	MH	191	383

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

The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, and light trespass shields and any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs. Charges also will be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

MINIMUM CHARGE: The monthly charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

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

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021.

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

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.021.

FRANCHISE FEE: See Sheet No. 6.021

PAYMENT OF BILLS: See Sheet No. 6.022.

Continued to Sheet No. 6.308

Continued from Sheet No. 6.307

SPECIAL PROVISIONS: The Customer shall be responsible for the cost incurred to repair or replace any Equipment that has been damaged as a result of any cause other than normal wear and tear. The Company shall not be required to make such repair or replacement prior to payment by the Customer for such damage. At the Customer's expense, and at the Company's discretion, the Company may install a luminaire protective shield to protect any Equipment repaired or replaced as a result of vandalism.

The Customer shall arrange for routine tree trimming by qualified personnel at the Customer's sole expense when illumination from or maintenance access to the Equipment is obstructed by trees and other vegetation. The Company shall not be responsible for tree trimming to address light obstruction.

The Company will not be required to install or continue to operate equipment at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the light is objectionable to others, the Customer shall be responsible for the costs incurred to relocate, remove, or shield the Equipment in addressing the objection unless the Customer is otherwise able to fully address and satisfy the third-party objections in question.

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:

TAMPA ELECTRIC COMPANY
BRIGHT CHOICES Outdoor Lighting Agreement

Pursuant to the terms and conditions set fourth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and _____ (Customer Name, Billing Address and Physical Address) _____ (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

1. Scope of Work

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"): _____

_____ at the following location _____
_____ ("Installation Site").

2. System Design and Approval

Based on written lighting system design specifications provided by the Customer and/or the lighting equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. If the Company is unable to provide some or all of the Equipment selected by the Customer or the Company is unable to install the Equipment in reasonable proximity to the locations identified in the Customer's original design specifications, the Company shall note any material deviations from the Customer's original design specifications or equipment selections in the final design sketch. **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 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 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 FOR A PARTICULAR PURPOSE** of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

3. Change Orders

The Equipment shall be configured and installed pursuant to the final design sketch. Any change order requested by the Customer after consenting to the final design sketch shall be carried out at the Customer's expense.

4. Damages During Construction

The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction of Customer's facilities including but not limited to 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.

Continued to Sheet No. 7.201

Continued from Sheet No. 7.200

5. Customer Information and Preparation.

The Customer shall locate and advise the Company, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer. Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, and the exculpation of liability provided in Paragraph 10 of this Agreement, the "Company" shall be defined as Tampa Electric Company, its parent, TECO Energy, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor corporations. In the event Customer is a governmental entity that is entitled to sovereign immunity, it is agreed the Customer's indemnification obligation hereunder shall be subject to the provisions of Section 768.28, Florida Statutes, provided, however, that Customer shall maintain during the term of this Agreement insurance in such form and amounts as reasonably may be required by the Company, with the Company (as defined in this Paragraph 5) as an additional insured, to protect the Company against the risks and claims contemplated above.

6. Non-Standard Service Charges

The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, and any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

7. Customer Contribution in Aid of Construction

The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$ _____ for _____.

8. Monthly Payment

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedules OL-1, OL-3, 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.

Continued to Sheet No. 7.202

Continued from Sheet No. 7.201

The current subtotal monthly charge for facilities installed under this agreement shall be as indicated in **Column A**, all applicable fuel and other adjustment clause charges and (where applicable) franchise fees and taxes for a total as indicated in **Column B**, per month under current tax rates pursuant to the Rate Schedule as indicated in **Column C** for a ten-year term. Customer agrees to deposit with the Company, the additional cash sum as shown in **Column D**, which is equivalent to approximately two (2) months service under this contract Agreement, or upon acceptance if the Company so agrees, provide a surety bond or an irrevocable letter of credit from a bank, in favor of the Company in the same amount.

Column A	Column B	Column C	Column D
Facilities and Maintenance and Energy Charges	Fuel and Other Adjustment Clause Charges, Applicable Fees and Taxes	Rate Schedule	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)	
Monthly Total			
		OL-1, SL-2, OL-3 (All Facilities)	
Deposit Required			
		OL-1, SL-1, OL-3 (All Facilities)	

The Company will annually credit the Customer's bill with an interest amount, at the rate currently approved by the Florida Public Service Commission, for cash deposits received. 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. Term

This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of ten (10) year(s) (the "Primary Term") beginning on the date the Equipment is installed and all lights are energized and ready for use and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination.

Continued to Sheet No. 7.203

Continued from Sheet No. 7.202

10. Limitation on Damages

The Company will furnish electricity to operate the Equipment approximately 4200 hours or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous service and maintain the Equipment in operating order. But the Company shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company including, but not limited to, complete or partial failure or interruption 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.

11. Outage Notification

The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.

12. Vandalism

The Customer shall be responsible for the cost incurred to repair or replace any Equipment that has been damaged as a result of any cause other than normal wear and tear. The Company shall not be required to make such repair or replacement prior to payment by the Customer for such damage. At the Customer's expense, and at the Company's discretion, the Company may install a luminaire protective shield to protect any Equipment repaired or replaced as a result of vandalism.

13. Tree Trimming.

The Customer shall arrange for routine tree trimming by qualified personnel at Customer's sole expense when illumination from or maintenance access to the Equipment is obstructed by trees and other vegetation. The Company will not be responsible for trimming trees for illumination obstruction.

14. Termination, Removal

The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective date. In addition the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the date immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchases Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.

Continued to Sheet No. 7.204

Continued from Sheet No. 7.203

In the event that the Customer fails to pay the Company for any of the services provided herein, or 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, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired primary term.

15. Easements

The customer covenants that it owns or controls the Installation Site or has binding arrangements with the owner to the extent necessary to grant the Company an easement to permit performance of the Agreement. If a tenant of the Installation Site, Customer represents that Customer's lease is for a term of at least the Primary Term. The Customer and the owner or landlord of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 14 or expires pursuant to Paragraph 9, 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.

16. Attachments

In no event shall the Customer, or any other Grantor, place upon or attach to the 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, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph.

17. Insurance

Customer, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms satisfactory to Company at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

18. Amendments

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

Continued to Sheet No. 7.205

Continued from Sheet No. 7.204

19. Light Trespass

Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the illumination is objectionable to others, the Customer shall be responsible for the costs incurred to relocate, remove, or shield the Equipment in addressing the objection unless the Customer is otherwise able to fully address and satisfy the third-party objections in question. In the event removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 14 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

20. Assignments

This Agreement 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 by the Customer only with the Company's prior written consent. In the event of an Assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company's sole discretion.

21. General

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

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.

Customer: _____
By/Title: _____
Signature: _____
Date: _____

Tampa Electric Company Representative:
By/Title: _____
Signature: _____
Department: _____
Date: _____

Property Owner: _____
By/Title: _____
Signature: _____
Date: _____

Tampa Electric Company Manager:
By/Title: _____
Signature: _____
Department: _____
Date: _____

Contract No. _____

BRIGHT CHOICES® Outdoor Lighting Agreement
ADDENDUM A

THIS Addendum to the Tampa Electric Bright Choices Outdoor Lighting Agreement (the "Agreement") is made this _____ day of _____ by and between Tampa Electric Company (the "Company") and _____ (Customer Name, Billing Address and Physical Address) and is made in reference to the lighting services specified below. For purposes of this Agreement the Company shall be defined as Tampa Electric Company, its parent, TECO Energy, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insures, representatives, agents, servants, employees, contractors, or parent, sister, or successor corporations.

WHEREAS, the Company and Customer are parties to the Agreement, which requires the Company to furnish, install, operate and maintain certain outdoor lighting equipment (the "Equipment") in exchange for payment of certain monthly charges paid by Customer for the term of the Agreement.

WHEREAS, Customer has requested Company to furnish, install, operate and maintain, for the term of the Agreement, the following additional lighting equipment, together with accessories, attachments, replacement parts, additions and repairs (the "Equipment").

In consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

1. The Company shall furnish, install, operate and maintain, for the term of this Addendum, the following additional Equipment: _____

2. In exchange for Company's installation, operation and maintenance of such additional Equipment, Customer agrees to pay the following additional monthly fees for the term of this Addendum:

Continued to Sheet No. 7.207

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:

Continued from Sheet No. 7.206			
Column A	Column B	Column C	Column D
Facilities and Maintenance and Energy Charges	Fuel and Other Adjustment Clause Charges, Applicable Fees and Taxes	Rate Schedule	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)	
Monthly Total			
		OL-1, SL-2, OL-3 (All Facilities)	
Deposit Required			
		OL-1, SL-1, OL-3 (All Facilities)	
<p>3. All terms and conditions set forth in the Agreement are hereby incorporated by this reference. To the extent, this Addendum conflicts with the Agreement, the terms and conditions of the Agreement shall be controlling.</p> <p style="text-align: center;">In Witness Whereof, the parties, each of whom represents and warrants that he or she is duly authorized to execute this agreement, have caused this instrument to be executed in due form of law, this day and year first written above.</p>			
Customer: _____ By/Title: _____ Signature: _____ Date: _____		Tampa Electric Company Representative: By/Title: _____ Signature: _____ Date: _____	
Property Owner _____ By/Title: _____ Signature: _____ Date: _____		Tampa Electric Company Manager: By/Title: _____ Signature: _____ Date: _____	
Original Contract No. _____ Addendum Contract No. _____			

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:

EXHIBIT C

Continued from Sheet No. 5.480

It shall be the Customer's responsibility to notify the company in the event of failure of one of these units. Maintenance will be performed by the company during normal daytime working hours only, and will normally be done within three working days after receipt of notification by the Customer.

Installations will be controlled by company-owned automatic light sensitive devices. Manual switching for these lights by the Customer shall not be permitted.

The number of poles required for a given installation to provide proper line construction shall be determined by the company.

The details of the installation must be agreed upon by the Customer and the company prior to the installation of these lighting units. A non-refundable deposit will be collected for area lighting designs developed for and requested by the customer that involve ten or more lights. The deposit amount will be applied as a credit to the customer's monthly bill for the lighting service after the lighting service commences. Overhead Area lighting is available to Customers who contract for a minimum of ten (10) ~~one (1)~~ years.

3.6.2.1 Customer Owned Highway Lighting

The company will furnish energy at primary voltage or secondary voltage, at the discretion of the company. Metering will be at the secondary voltage on Customer owned equipment available for accessible reading.

3.6.3 Temporary Service

Temporary service will be supplied under the applicable rate. The Customer must furnish and install all entrance wiring. Receptacle outlets must be of the polarized grounding type.

Single phase service for construction purposes only will be installed according to Drawing Nos. 7.1 or 7.2 of the Standard Electrical Service Requirements Manual. Such service is limited to a maximum of 70 amperes at 240 volts.

Larger metered temporary single phase service will be installed according to Drawing No. 7.3 of the Standard Electrical Service Requirements Manual.

Three phase installations for construction purposes, requiring current transformers, will be metered in accordance with Drawing No. 7.15 (Standard Electrical Service Requirements Manual). When current transformers are not required, the metering installation will be similar to that shown in Drawing No. 7.3 (Standard Electrical Service Requirements Manual). In either case, the customer should contact the Company for further information.

Continued to Sheet No. 5.500

HIGH PRESSURE SODIUM STREET LIGHTING SERVICE

SCHEDULE: SL-2

RATE CODE: 290, 660-699, 740-799, 840-859

AVAILABLE: Entire service area.

APPLICABLE: For dedicated public street and highway lighting for incorporated cities and other governmental authorities. Also available for subdivision developers and responsible civic groups. Lighting Underground installations for non-governmental entities require a ten-year five-year contract. Not applicable to private streets. At the Company's option, a deposit amount of up to a two (2) month's average billing may be is required at anytime.

CHARACTER OF SERVICE: Service provided during the hours of darkness.

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

MONTHLY RATE:

Fixture and Maintenance Charge:

<u>Type of Facility</u>	<u>Lamp Size Initial Lumens / Watts</u>		<u>Fixture Charge</u>	<u>Maintenance Charge</u>	<u>Total Monthly Charge</u>
Fixture Type					
Cobra**	4,000	50	\$2.85	\$1.17	\$4.02
Cobra****	6,300	70	2.89	1.20	4.09
Coach Post Top*	6,300	70	4.53	2.74	7.27
Cobra	9,500	100	3.28	1.22	4.50
Cobra	16,000	150	3.77	0.91	4.68
Cobra	28,500	250	4.40	0.97	5.37
Cobra	50,000	400	4.59	1.09	5.68
Turnpike***	50,000	400	9.04	2.25	11.29
Mongoose	50,000	400	5.87	3.56	9.43

Continued to Sheet No. 6.261

Continued from Sheet No. 6.261

Energy Charge:

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

<u>Lumens</u>	<u>Lamp Size</u>	<u>kWh Per Month</u>
4,000	50 Watts	20
6,300	70 Watts	29
9,500	100 Watts	44
16,000	150 Watts	66
28,500	250 Watts	105
50,000	400 Watts	163

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

The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, and light trespass shields and any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs. Charges also will be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

MINIMUM CHARGE: The monthly charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

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

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021.

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

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.021.

FRANCHISE FEE CHARGE: See Sheet No. 6.021.

SPECIAL CONDITIONS: On customer-owned public street and highway lighting systems not subject to other rate schedules, the monthly rate for energy served at primary or secondary voltage, at the Company's option, shall be 2.077¢/kWh of estimated or metered usage, at the Company's option, plus the applicable additional charges as specified on Sheet Nos. 6.020 and 6.021.

PAYMENT OF BILLS: See Sheet No. 6.022.

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

ISSUED BY: C. R. Black J. B. Ramil, President

DATE EFFECTIVE: April 23, 2002

TAMPA ELECTRIC COMPANY

SIXTEENTH FIFTEENTH REVISED SHEET NO. 6.263
CANCELS FIFTEENTH REVISED SHEET NO. 6.263
FOURTEENTH

Continued from Sheet No. 6.262

PAYMENT OF BILLS: See Sheet No. 6.022.

SPECIAL PROVISIONS: The Customer shall be responsible for the cost incurred to repair or replace any Equipment that has been damaged as a result of any cause other than normal wear and tear. The Company shall not be required to make such repair or replacement prior to payment by the Customer for such damage. At the Customer's expense, and at the Company's discretion, the Company may install a luminaire protective shield to protect any Equipment repaired or replaced as a result of vandalism.

The Customer shall arrange for routine tree trimming by qualified personnel at the Customer's sole expense when illumination from or maintenance access to the Equipment is obstructed by trees and other vegetation. The Company shall not be responsible for tree trimming to address light obstruction.

The Company will not be required to install or continue to operate equipment at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the light is objectionable to others, the Customer shall be responsible for the costs incurred to relocate, remove, or shield the Equipment in addressing the objection unless the Customer is otherwise able to fully address and satisfy the third-party objections in question.

Reserved For Future Use

ISSUED BY: C. R. Black K. S. Surgenor,
President

DATE EFFECTIVE: January 17, 1995

TAMPA ELECTRIC COMPANY ~~NINETEENTH EIGHTEENTH~~ REVISED SHEET NO.6.270
 CANCELS ~~EIGHTEENTH~~ REVISED SHEET NO.6.270
 SEVENTEENTH

**HIGH PRESSURE SODIUM
 GENERAL OUTDOOR LIGHTING SERVICE**

SCHEDULE: OL-1

RATE CODE: 430-449, 460-489, 500-519.

AVAILABLE: Entire service area.

APPLICABLE: For outdoor area lighting. ~~Lighting~~ Overhead installations and ~~underground fed post top lights~~ under this schedule are available only to customers who sign a ~~service agreement~~ ~~an agreement~~ ~~a contract~~ for a minimum period of one year. ~~All other underground installations are available only to customers who sign an agreement a contract for a minimum period of ten five years.~~ At the Company's option, a deposit amount of up equivalent to a two (2) month's average billing may be is required at anytime for non-residential customers.

CHARACTER OF SERVICE: Service provided during the hours of darkness. Service is normally provided on a dusk to dawn basis. At the Company's option and at the customer's request, the Company may permit a timer to control a lighting system provided under this rate schedule. Service associated with installing and maintaining the timer system is offered under Schedule OL-3, Premium Outdoor Lighting Service. The Company will control access to and set the timer to the customer's specifications, but in no case will such service exceed 2100 hours each year.

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

MONTHLY RATE:

Fixture and Maintenance Charge:

<u>Type of Facility</u>	<u>Lamp Size</u>		<u>Fixture Charge</u>	<u>Maintenance Charge</u>	<u>Total Monthly Charge</u>
	<u>Initial</u>	<u>Lumens / Watts</u>			
Fixture Type					
Cobra*	4,000	50	\$3.00	\$1.17	\$4.17
Post Top**	4,000	50	4.75	2.41	7.16
Cobra/Nema	6,300	70	3.02	1.20	4.22
Coach Post Top	6,300	70	4.75	2.74	7.49

Continued to Sheet No. 6.271

ISSUED BY: C. R. Black ~~J. B. Ramil,~~
 President

DATE EFFECTIVE: April 18, 2000

Continued from Sheet No. 6.271

Energy Charge:

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

<u>Lumens</u>	<u>Lamp Size</u>	<u>Timed Service kWh Per Month</u>	<u>Dusk to Dawn kWh Per Month</u>
4,000	50 Watts	10	20
6,300	70 Watts	14	29
9,500	100 Watts	22	44
16,000	150 Watts	33	66
28,500	250 Watts	52	105
50,000	400 Watts	81	163

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

The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, light rotations, light pole relocations, and any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

MINIMUM CHARGE: The monthly charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

ENERGY CONSERVATION CHARGE: See Sheet No. 6.020.

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021.

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

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.021.

FRANCHISE FEE CHARGE: See Sheet No. 6.021.

PAYMENT OF BILLS: See Sheet No. 6.022.

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

Continued to Sheet No. 6.273

Continued from Sheet No. 6.272

SPECIAL PROVISIONS: The Customer shall be responsible for the cost incurred to repair or replace any Equipment that has been damaged as a result of any cause other than normal wear and tear. The Company shall not be required to make such repair or replacement prior to payment by the Customer for such damage. At the Customer's expense, and at the Company's discretion, the Company may install a luminaire protective shield to protect any Equipment repaired or replaced as a result of vandalism.

The Customer shall arrange for routine tree trimming by qualified personnel at the Customer's sole expense when illumination from or maintenance access to the Equipment is obstructed by trees and other vegetation. The Company shall not be responsible for tree trimming to address light obstruction.

The Company will not be required to install or continue to operate equipment at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the light is objectionable to others, the Customer shall be responsible for the costs incurred to relocate, remove, or shield the Equipment in addressing the objection unless the Customer is otherwise able to fully address and satisfy the third-party objections in question.

RESERVE FOR FUTURE USE

PREMIUM OUTDOOR LIGHTING SERVICE

SCHEDULE: OL-3

RATE CODE: 530-599

AVAILABLE: Entire service area.

APPLICABLE: For outdoor area lighting. ~~Lighting Overhead~~ installations under this schedule are available only to customers who sign ~~an a~~ service agreement for a minimum period of ~~one year~~. ~~All other underground installations are available only to customers who sign an agreement for a minimum period of seven ten~~ years. At the Company's option, a deposit amount of up to two (2) month's average billing may be required at anytime.

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

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

MONTHLY RATE:

Fixture and Maintenance Charge:

<u>Type of Facility</u>	<u>Lamp Size</u>		<u>Fixture Charge</u>	<u>Maintenance Charge</u>	<u>Total Monthly Charge</u>
	<u>Initial</u>	<u>Lumens / Watts</u>			
Fixture Type High Pressure Sodium					
Classic Post Top	9,500	100	\$13.59	\$2.11	\$15.70
Contemporary Post Top*	9,500	100	14.50	2.19	16.69
Colonial Post Top	9,500	100	13.12	2.31	15.43
Salem Post Top	9,500	100	8.15	2.06	10.21

Continued to Sheet No. 6.305

ISSUED BY: C. R. Black J. B. Ramil, President

DATE EFFECTIVE: May 15, 2004

Continued from Sheet No. 6.306

<u>Initial Lumens</u>	<u>Lamp Size</u>	<u>Type</u>	<u>Timed Service kWh Per Month</u>	<u>Dusk to Dawn kWh Per Month</u>
Horizontal/Vertical				
9,500/9,500	100 Watts	HPS	22	44
12,800/14,400	175 Watts	MH	37	74
28,500/28,500	250 Watts	HPS	52	105
50,000/50,000	400 Watts	HPS	81	163
32,000/36,000	400 Watts	MH	79	159
107,800/110,000	1000 Watts	MH	191	383

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

The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, and light trespass shields and any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs. Charges also will be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

MINIMUM CHARGE: The monthly charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.021.

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

CAPACITY CHARGE: See Sheet Nos. 6.020 and 6.021.

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

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.021.

FRANCHISE FEE: See Sheet No. 6.021

PAYMENT OF BILLS: See Sheet No. 6.022.

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

Continued to Sheet No. 6.308

Continued from Sheet No. 6.307

SPECIAL PROVISIONS: The Customer shall be responsible for the cost incurred to repair or replace any Equipment that has been damaged as a result of any cause other than normal wear and tear. The Company shall not be required to make such repair or replacement prior to payment by the Customer for such damage. At the Customer's expense, and at the Company's discretion, the Company may install a luminaire protective shield to protect any Equipment repaired or replaced as a result of vandalism.

The Customer shall arrange for routine tree trimming by qualified personnel at the Customer's sole expense when illumination from or maintenance access to the Equipment is obstructed by trees and other vegetation. The Company shall not be responsible for tree trimming to address light obstruction.

The Company will not be required to install or continue to operate equipment at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the light is objectionable to others, the Customer shall be responsible for the costs incurred to relocate, remove, or shield the Equipment in addressing the objection unless the Customer is otherwise able to fully address and satisfy the third-party objections in question.

ISSUED BY: C. R. Black, President

DATE EFFECTIVE:

TAMPA ELECTRIC COMPANY
BRIGHT CHOICES Outdoor Lighting Agreement

Pursuant to the terms and conditions set fourth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and _____ (Customer Name, Billing Address and Physical 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, or successor corporations.

1. Scope of Work

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 the following location

("Installation Site"). The Equipment shall be configured and installed pursuant to a final design sketch.

If the final design sketch materially deviates from or varies from the prior design sketch provided to

2. System Design and Approval

Based on written lighting system design specifications provided by the Customer and/or the lighting equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design sketch at least five (5) business days prior to the commencement of installation of the Equipment any work by Company at the Installation Site. A final design sketch shall be deemed to materially deviate or vary if the Company is unable to provide some or all of the Equipment selected by the Customer or the Company is unable to install the Equipment in reasonable proximity to the locations identified in the Customer's original design specifications, the Company shall note any material deviations from the Customer's original design specifications or equipment selections in the final design sketch, any prior design sketch provided to the Customer.

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 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 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 FOR A PARTICULAR PURPOSE** of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

3. Change Orders

The Equipment shall be configured and installed pursuant to the final design sketch. Any change order requested by the Customer after consenting to the final design sketch shall be carried out at the Customer's expense.

4. Damages During Construction

The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction of Customer's facilities including but not limited to 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.

Continued to Sheet No. 7.201

ISSUED BY: C. R. Black-J. B. Ramil, President

DATE EFFECTIVE: ~~June 29, 1999~~

Continued from Sheet No. 7.200

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 FOR 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.

5. Customer Information and Preparation.

The Customer shall locate and advise the Company, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer. Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, and the exculpation of liability provided in Paragraph 10 of this Agreement, the "Company" shall be defined as Tampa Electric Company, its parent, TECO Energy, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor corporations. In the event Customer is a governmental entity that is entitled to sovereign immunity, it is agreed the Customer's indemnification obligation hereunder shall be subject to the provisions of Section 768.28, Florida Statutes, provided, however, that Customer shall maintain during the term of this Agreement insurance in such form and amounts as reasonably may be required by the Company, with the Company (as defined in this Paragraph 5) as an additional insured, to protect the Company against the risks and claims contemplated above.

President

ISSUED BY: C. R. Black J. B. Ramill,

DATE EFFECTIVE:

Continued to Sheet No. 7.202

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services described in this agreement provided pursuant to Rate Schedules OL-1, OL-3, 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, all applicable fuel and other adjustment clause charges and (where applicable) franchise fees and taxes for a total as indicated in Column B, per month under current tax rates pursuant to the 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 Agreement, or upon acceptance of the Company, place a surety bond or an irrevocable letter of credit from a bank, with the Company in the same amount.

8. Monthly Payment

4:

3: The Company shall pay for bear all normal Equipment installation costs, with the exception of the following: \$ _____ for _____

7. Customer Contribution in Aid of Construction

3:

The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, and any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

6. Non-Standard Service Charges

6:

Continued from Sheet No. 7.201

The current subtotal monthly charge for facilities installed under this agreement shall be as indicated in **Column A**, all applicable fuel and other adjustment clause charges and (where applicable) franchise fees and taxes for a total as indicated in **Column B**, per month under current tax rates pursuant to the Rate Schedule as indicated in **Column C** for a ten-year term. Customer agrees to deposit with the Company, the additional cash sum as shown in **Column D**, which is equivalent to approximately two (2) months service under this contract Agreement, or upon acceptance if the Company so agrees, provide a surety bond or an irrevocable letter of credit from a bank, in favor of the Company in the same amount.

Column A	Column B	Column C	Column D	Column E
Facilities, Maintenance and Energy Non-Fuel Charges	Fuel and Other Adjustment Clause Charges, Applicable Fees and Taxes	Rate Schedule	Deposit 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)		
Monthly Grand Total				
		OL-1, SL-2, OL-3 (All Facilities)		
Deposit Required				
		OL-1, SL-1, OL-3 (All Facilities)		

The Company will annually credit the Customer's bill with an interest amount, at the rate currently approved by the Florida Public Service Commission, for cash deposits received. 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. Term

5. This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of ten (10) _____ year(s) (the "Primary Term") beginning on the date the Equipment is installed and all lights are energized and ready for use and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) ~~thirty (30)~~ days prior written notice of termination.

Continued to Sheet No. 7.203

ISSUED BY: C. R. Black-J. B. Ramil,
 President

DATE EFFECTIVE:

Continued from Sheet No. 7.202

6. ~~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.~~ Any cost or liability for damage to underground facilities by the Company that were not properly identified by the Customer shall be paid by the Customer. Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties.
10. **Limitation on Damages**
7. The Company will furnish electricity to operate the Equipment approximately 4200 hours or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous service and maintain the Equipment in operating order; Bbut the Company shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company including, but not limited to, complete or partial failure or interruption 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.
8. ~~In the event that the Customer fails to pay the Company for any of the services provided herein, or 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, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired primary term.~~
11. **Outage Notification**
- The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.
12. **Vandalism**
- The Customer shall be responsible for the cost incurred to repair or replace any Equipment that has been damaged as a result of any cause other than normal wear and tear. The Company shall not be required to make such repair or replacement prior to payment by the Customer for such damage. At the Customer's expense, and at the Company's discretion, the Company may install a luminaire protective shield to protect any Equipment repaired or replaced as a result of vandalism.

13. Tree Trimming.

The Customer shall arrange for routine tree trimming by qualified personnel at Customer's sole expense when illumination from or maintenance access to the Equipment is obstructed by trees and other vegetation. The Company will not be responsible for trimming trees for illumination obstruction.

14. Termination, Removal

The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective date. In addition the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the date immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchases Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer shall may not terminate this Agreement once installation of the Equipment has commenced.

Continued to Sheet No. 7.204

ISSUED BY: C. R. Black J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 7.203

In the event that the Customer fails to pay the Company for any of the services provided herein, or 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, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired primary term.

15. Easements

The customer covenants that it owns or controls the Installation Site or has binding arrangements with the owner to the extent necessary to grant the Company an easement to permit performance of the Agreement. If a tenant of the Installation Site, Customer represents that Customer's lease is for a term of at least the Primary Term. The Customer and the owner or landlord of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 14 or expires pursuant to Paragraph 9, 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.

~~In no event shall the Customer, or any other Grantor, place upon or attach to the 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, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph.~~

40. In the event that this agreement is terminated pursuant to paragraph 8 or expires pursuant to this Paragraph 10, 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.

16. Attachments

In no event shall the Customer, or any other Grantor, place upon or attach to the 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, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph.

17. Insurance

44. Customer, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms satisfactory to Company at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement. During the term of this Agreement, both parties agree to maintain adequate and statutorily required amounts of insurance, including without limitation, property, personal injury, general comprehensive liability, and workers compensation insurance. Upon request, both parties agree to provide the other with evidence of insurance. Upon request, both parties agree to provide the other with evidence of insurance.

18. Amendments

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

Continued to Sheet No. 7.205

ISSUED BY: C. R. Black J. B. Ramil, President

DATE EFFECTIVE: June 29, 1999

Continued from Sheet No. 7.204

42: During the term of this Agreement, Company and Customer shall have the right to enter into addendums to the Agreement ("Addendum") upon the mutual agreement of both parties and execution of an Addendum in a form mutually agreeable to both parties:

19. Light Trespass

Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the illumination is objectionable to others, the Customer shall be responsible for the costs incurred to relocate, remove, or shield the Equipment in addressing the objection unless the Customer is otherwise able to fully address and satisfy the third-party objections in question. In the event removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 14 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

20. Assignments

This Agreement 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 by the Customer only with the Company's prior written consent. In the event of an Assignment, the assignee may not be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company's sole discretion.

21. General

14: No delay or failure by the Customer or the Company to exercise any right under this Agreement 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 duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: _____
By/Title: _____
Signature: _____
Date: _____
Tampa Electric Company Representative: _____
By/Title: _____
Signature: _____
Date: _____
Department: _____
Date: _____

Property Owner: _____
By/Title: _____
Signature: _____
Date: _____

Tampa Electric Company Manager:
By/Title: _____
Signature: _____
Department: _____
Date: _____

Contract No. _____

ISSUED BY: C. R. Black ~~J. B. Ramit~~, President

DATE EFFECTIVE: ~~June 29, 1999~~

BRIGHT CHOICES® Outdoor Lighting Agreement
ADDENDUM A

THIS Addendum to the Tampa Electric Bright Choices Outdoor Lighting Agreement (the "Agreement") is made this _____ day of _____ by and between Tampa Electric Company (the "Company") and _____ (Customer Name, Billing Address and Physical Address) and is made in reference to the lighting services specified below. For purposes of this Agreement the Company shall be defined as Tampa Electric Company, its parent, TECO Energy, Inc., and all subsidiaries and affiliates thereof, and its each of their respective officers, directors, affiliates, insures, representatives, agents, servants, employees, contractors, or parent, sister, or successor corporations.

WHEREAS, the Company and Customer are parties to the Agreement, which requires the Company to furnish, install, operate and maintain certain outdoor lighting equipment (the "Equipment") in exchange for payment of certain monthly charges paid by Customer for the term of the Agreement.

WHEREAS, Customer has requested Company to furnish, install, operate and maintain, for the term of the Agreement, the following additional lighting equipment, together with accessories, attachments, replacement parts, additions and repairs (the "Equipment").

In consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

1. The Company shall furnish, install, operate and maintain, for the term of this Addendum, the following additional Equipment: _____

2. In exchange for Company's installation, operation and maintenance of such additional Equipment, Customer agrees to pay the following additional monthly fees for the term of this Addendum:

Continued to Sheet No. 7.207

Continued from Sheet No. 7.206				
Column A	Column B	Column C	Column D	Column E
Facilities and Maintenance and Energy Non-Fuel Charges	Fuel and Other Adjustment Clause Charges, Applicable Fees and Taxes	Rate Schedule	Deposit 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)		
Monthly Grand Total				
		OL-1, SL-2, OL-3 (All Facilities)		
Deposit Required				
		OL-1, SL-1, OL-3 (All Facilities)		
<p>3. All terms and conditions set forth in the Agreement are hereby incorporated by this reference. To the extent, this Addendum conflicts with the Agreement, the terms and conditions of the Agreement shall be controlling.</p> <p>In Witness Whereof, the parties, each of whom represents and warrants that he or she is duly authorized to execute this agreement, have caused this instrument to be executed in due form of law, this day and year first written above.</p>				
Customer: _____ By/Title: _____ Signature: _____ Date: _____		Tampa Electric Company Representative: By/Title: _____ Signature: _____ Date: _____		
Property Owner _____ By/Title: _____ Signature: _____ Date: _____		Tampa Electric Company Manager: By/Title: _____ Signature: _____ Date: _____		
Original Contract No. _____ Addendum Contract No. _____				