

# AUSLEY & McMULLEN

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October 24, 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

Re: Petition for Approval of Revisions to Bright Choices Outdoor Lighting Agreement  
and Associated Tariff by Tampa Electric Company;  
FPSC Docket No. 050548-EI

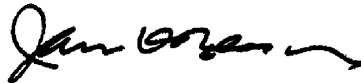
Dear Ms. Bayo:

Enclosed for filing are the original and fifteen (15) copies of Second Revised Sheet No. 7.203 which we ask that you distribute to the Commission recipients of our original filing in this docket. On October 20, 2005 we sent in a corrected Sheet No. 7.203. However, that filing included the wrong revision number at the top of the page. The enclosed version of Sheet 7.203 corrects that error.

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

Thank you for your assistance in connection with this matter.

Sincerely,



James D. Beasley

JDB/pp  
Enclosures

cc: Elisabeth Draper (w/enc.)  
Angela Llewellyn (w/o enc.)  
Barbara Benton (w/o enc.)

DOCUMENT NUMBER-DATE

10332 OCT 24 05

FPSC-COMMISSION CLERK

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 tree trimming by qualified personnel at Customer's sole expense when the installation of, 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 lighting installation or 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

ISSUED BY: C. R. Black, 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. ~~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.~~

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.~~

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Continued to Sheet No. 7.204

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

DATE EFFECTIVE: