

REQUEST TO ESTABLISH DOCKET  
(PLEASE TYPE)

Date March 16, 1998

Docket No. 980364-ET

1. Division Name/Staff Name EAG/ Elisabeth Draper

2. OPR \_\_\_\_\_

3. OCR \_\_\_\_\_

4. Suggested Docket Title Request ~~Request~~ by Florida Power Corporation for Approval of Merit Halide Pilot Program

5. Suggested Docket Mailing List (attach separate sheet if necessary)

- A. Provide NAMES ONLY for regulated companies or ACRONYMS ONLY regulated industries,  
as shown in Rule 25-22.104, F.A.C.  
B. Provide COMPLETE name and address for all others. (Match representatives to clients.)

1. Parties and their representatives (if any)

Florida Power Corporation Thomas Klammer, Principal Analyst

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Interested Persons and their representatives (if any)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. Check one:

Documentation is attached.

Documentation will be provided with recommendation.

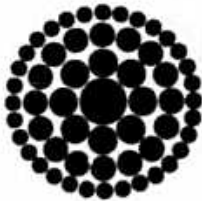
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PSC/RAR 10 (Revised 01/96)

DOCUMENT NUMBER-DATE

03239 MAR 16 98

FPSC RECORDS/REPORTING



**Florida  
Power**  
CORPORATION

March 4, 1998

Ms. Connie S. Kummer  
Chief, Bureau of Electric Regulation  
Florida Public Service Commission  
2540 Shumard Boulevard  
Tallahassee, FL 34399-0850

Dear Connie:

Florida Power Corporation will be conducting a pilot program to determine the feasibility of offering Metal Halide lights to our customers. The Company plans on restricting the pilot to a maximum of one thousand fixtures and will install these on the premises of nine customers who have already requested this type of lighting.

The goal of the pilot is to allow the Company to determine the cost of implementing such a program, the effectiveness of the fixtures, the cost of maintaining the fixtures and whether this is a program that will be beneficial to both the customers and the Company if offered system wide.

The Company plans on completing its analysis of the Metal Halide Pilot Program within two years.

Attached are five copies of the contract the customer will be required to sign to participate in the pilot program. Please return one with the Commission approval stamp thereon for our records.

Respectfully submitted,

Thomas J. Klamer  
Principal Analyst

INDEX OF STANDARD CONTRACT AND OTHER AGREEMENT FORMS

FORM NO.	DESCRIPTION	SHEET NO.
908 (S)	Contract, Form No. 1 (after the effective date hereon, applicable only to a Customer who requires this type form be executed for service under Rate Schedule LS-1, Lighting Service. Form No. 904 561(S) shall normally be used for application for service under LS-1).	7.010
and 908 703(S)		7.011
908 704(S) (3 Pages)	Contract Form No. 2 (applicable when service is provided under Company General Service Rate Schedules and special contract terms or investments in special facilities are required and furnished by the Company to provide service to the Customer).	7.020 7.021 7.022
908 711(S)	Contract, Form No. 5 (applicable when a contract is made between the Company and the Customer to cover advances by the Customer for construction).	7.030
904 415(S)	Agreement for Electric Service Between Florida Power Corporation (the "Utility") and _____ (the "Applicant") (applicable when a developer requests the Company to install a distribution system for a new development).	7.050
904 522(S) (Frt & Bk)	Leave Service Active Agreement (applicable to Customers who wish service to be left active on rental units, regardless if they are occupied or not).	7.070 7.071
904 541(S)	Request for Third Party Notification (applicable to Customers who request the Company to notify another person that their bill is overdue).	7.090
904 561(S)	Application for Lighting Service.	7.110
904 564(S)	Application for TOU Rate (applicable to Customers requesting time of use rates).	7.120
908 608	Rate Schedule CSLM-1 Customer Agreement (applicable to Customers requesting General Service Load Management).	7.150
909 313(S)	Standard Letter Agreement (applicable to master metered Customers indicating understanding of rules and regulations affecting resale of electricity).	7.160
909 334(S)	Standard Letter Agreement (applicable to Customers who request additional facilities at their service location).	7.170
904 521(S)	Guarantee Contract (applicable when a third party guarantees payment for another individual's billing).	7.180
	Agreement to Purchase and Sell Street Lighting System and to Furnish and and Receive Electric Service	7.190 7.191 7.192
904 506(S)	Florida State Sales & Use Tax (used to apply for exemptions).	7.200 7.210
901 345	Residential Deposit Release - Releases current customers deposit to new customer who then assumes responsibility for all payments of account.	7.220 7.221
	Power Pay - Customers bill is automatically paid from their checking account.	7.230
	Lighting Service Application - Form customer signs requesting lighting service under the Metal Halide Plot Program.	7.240 7.241 7.242 7.243



**LIGHTING SERVICE APPLICATION  
Metal Halide Pilot Program\***

ACCOUNT NUMBER
WORK ORDER NUMBER
FPC CONTACT

CUSTOMER NAME: \_\_\_\_\_

SERVICE LOCATION(S): \_\_\_\_\_  
(Street address, city/county, FPC account number if established)

Application is hereby made to the Florida Power Corporation (hereinafter called the Company or FPC) for lighting service at the above location(s). \_\_\_\_\_ (hereinafter called the Customer), requests and agrees on this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule I S-1, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC.

The Customer further understands that service under this rate shall be for an initial term of ten (10) years and shall continue hereafter until terminated by either party upon written notice sixty (60) days prior to termination.

*\* This metal halide pilot lighting program is limited to no more than one thousand fixtures.*

The Company shall install the following facilities (hereinafter called the Facilities):

**Fixture Type:**            **# Installed:**

**Poles Installed:**

**Additional facilities:**

**Rate per Month:**

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Monthly Customer Charge  
Pole Monthly Leasing Fee  
Light Fixture Monthly Leasing Fee  
Light Fixture Monthly Maintenance Fee  
Monthly Energy and Demand Charge \*\*  
Fuel Cost Recovery Factor\*\*: See Sheet No. 6.105

*\*\*Fuel and Energy and Demand Charges are normally revised every six months*

**Additional Charges:**

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor: See Sheet No. 6.106  
Right-of-Way Utilization Fees: See Sheet No. 6.106  
Municipal Tax: See Sheet No. 6.106  
Sales Tax: See Sheet No. 6.106

*These charges are normally revised on a semi-annual or annual basis. Please see attached Sheet Numbers 6.105 and 6.106 for details.*

**THE CUSTOMER AGREES:**

1. To purchase from FPC all of the electric energy used for the operation of the Metal Halide Lighting System.
2. To be responsible for paying, when due, all bills rendered by FPC pursuant to FPC's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Agreement.
3. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPC underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPC facilities associated with the Metal Halide Lighting System.
4. To be responsible for paying for any modification or removal of existing facilities to prepare the site for new fixtures and poles, as it may be subject to a fee.
5. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPC to accommodate the Metal Halide lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.
7. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.
8. Modification of the facilities provided by FPC under this Agreement, may only be made through the execution of an additional Agreement delineating the modifications to be accomplished.
9. Modifications will be subject to the costs identified in FPC's currently effective Lighting Rate Schedule LS-1, or its successor.
10. FPC will, at the request of the Customer, relocate the Metal Halide lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPC Metal Halide lighting facilities.
11. FPC may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
12. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
13. FPC will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain parts for use in repairs or replacement that are of similar kind and quality. The Company, however, does not guarantee that replacement parts will always be available.
14. This agreement shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized. At the end of the term of service, a new Agreement will be required.
15. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPC, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser and agreed to by FPC.
16. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPC may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPC to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPC, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Agreement by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

18. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPC shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPC, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
19. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPC, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPC to third parties.
20. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPC.
21. This agreement is subject to FPC's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPC Tariff for Retail Services, the provisions of FPC's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

**Charges and Terms Accepted:**

\_\_\_\_\_  
Customer (Print or type name of Organization)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

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

**FLORIDA POWER CORPORATION**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

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