

# AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

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TALLAHASSEE, FLORIDA 32301  
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ORIGINAL

November 12, 2002

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

RECEIVED - FPSC  
02 NOV 12 AM 11:41  
COMMISSION  
CLERK

021139-E1

Re: Petition for Approval of Revised Facilities Agreement 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 Revised Facilities Rental Agreement.

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

AUS \_\_\_\_\_  
CAF \_\_\_\_\_  
CMP \_\_\_\_\_  
COM \_\_\_\_\_ JDB/pp  
CTR \_\_\_\_\_ Enclosure  
ECR \_\_\_\_\_  
GCL \_\_\_\_\_  
OPC \_\_\_\_\_  
MMS \_\_\_\_\_  
SEC \_\_\_\_\_  
OTH \_\_\_\_\_  
*Original tariffs forwarded to ECR.*

RECEIVED & FILED

*Mos*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

12345 NOV 12 02

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for Approval of Revised )  
Facilities Rental Agreement by Tampa )  
Electric Company )  
\_\_\_\_\_ )

DOCKET NO. 021139-E1  
FILED: November 12, 2002

**PETITION**

Tampa Electric Company (“Tampa Electric” or “the company”), pursuant to Chapter 366.06, Florida Statutes, Rule 28-106.201, Florida Administrative Code, files this its Petition for Approval of a Revised Facilities Rental Agreement (“the agreement”), and in support thereof 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

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

3. In this petition, Tampa Electric seeks approval of Revised Tariff Sheet Nos. 7.760, 7.761, and 7.762 attached hereto in standard and legislative format as Exhibits “A” and “B”, respectively.

4. The company is proposing to revise its Facilities Rental Agreement by adding language clarifying that while the company agrees to maintain the leased Facilities, the maintenance expense shall be borne by the customer. The current agreement includes a Monthly

DOCUMENT NUMBER-DATE  
**12345** NOV 12 2002  
FPSC-COMMISSION CLERK

Rental Charge that covers equipment and installation costs, but not on-going maintenance expense. Under the revised agreement, the customer will be billed separately for the Facilities maintenance costs as incurred by the company.

6. The company has not executed the current agreement with any customer and, therefore, no customers are harmed by this revision.

7. Tampa Electric knows of no disputed issues of material fact relative to the 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 "A". The company requests that such approval be made effective at the expiration of the appropriate notice period pertaining to tariff modifications.

Dated this 12<sup>th</sup> day of November 2002.

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**

**FACILITIES RENTAL AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Customer"), located at \_\_\_\_\_ in \_\_\_\_\_, Florida, and Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called the "Company").

**WITNESSETH:**

WHEREAS, the Customer has requested to rent from the Company certain facilities consisting in summary of \_\_\_\_\_ (hereinafter collectively called the "Facilities") located at \_\_\_\_\_ for the purpose of \_\_\_\_\_ and \_\_\_\_\_

WHEREAS, the Company is willing to rent such Facilities upon the terms and conditions specified herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto set forth, the parties hereto covenant and agree as follows:

1. The Company will provide, install or otherwise make available, own, operate and maintain the Facilities described in this Agreement.
2. As consideration for furnishing the Facilities, the Customer shall pay to the Company a monthly rental charge covering equipment and installation costs. The monthly rental charge shall be calculated by multiplying the in-place value of the Facilities, determined pursuant to Paragraphs 3 and 4 of this Agreement, by the applicable Monthly Rent Factor set forth in Tariff Sheet No. 7.765 (Appendix A), which is attached to and made a part of this Agreement, or any successor or substitute schedule which may become effective by filing with or otherwise approved by the Florida Public Service Commission (hereinafter called the "Commission"). Based on the in-place value of the Facilities and the Monthly Rental Factor in effect at the initiation of this Agreement,

Continued to Sheet No. 7.761

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 7.761

- d. When the Facilities or Additional Facilities are replaced or modified at the Company's option, no change in the in-place value will be made.
5. As consideration for maintaining the facilities, the Customer shall reimburse the Company for the cost of required maintenance performed by Tampa Electric or a company-approved contractor. Maintenance shall be priced at cost and billed to the Customer as incurred, separate from the monthly rental charge.
6. The term of this Agreement shall be 20 years; however, either the Company or the Customer may terminate this Agreement upon 90 days advance written notice. If the Customer ceases to receive its electrical energy requirements from the Company or chooses to terminate this Agreement for any other reason, it shall be responsible for, and shall pay to the Company a Termination Fee calculated in accordance with Tariff Sheet No. 7.765, set forth as Appendix A, as currently approved or as may be modified from time to time by the Commission.
7. On the Termination of this Agreement, or in the event that the Customer fails to make rental payments in a timely fashion, then and in each of those events, at the option of the Company, the Facilities may be removed by the Company and removal costs may be charged.
8. This Agreement may be assigned only with the prior written consent of the Company.
9. The Company is hereby granted an easement over the premises upon which the equipment is to be installed for ingress and egress and for installation, inspection, maintenance, and removal of the Company's equipment. In no event shall the Customer, or anyone acting under the authority of the Customer, place upon or attach to any of the Company's equipment any sign or device of any nature whatsoever, or place, install or permit to exist, anything, including trees or shrubbery, in such close proximity to the Company's equipment as to interfere with such equipment or tend to create a dangerous condition. The Company is hereby granted the right to forthwith remove anything placed, installed or existing in violation of this paragraph.

Continued to Sheet No. 7.763

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

Continued from Sheet No. 7.762

10. This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained and, when duly executed, this Agreement constitutes the entire Agreement between the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

Witnesses for the Customer:

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

Witnesses for the Company:

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

Customer

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Title \_\_\_\_\_

Tampa Electric Company

By \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT B**



FACILITIES RENTAL AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Customer"), located at \_\_\_\_\_ in \_\_\_\_\_, Florida, and Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Customer has requested to rent from the Company certain facilities consisting in summary of \_\_\_\_\_ (hereinafter collectively called the "Facilities") located at \_\_\_\_\_ for the purpose of \_\_\_\_\_ and \_\_\_\_\_

WHEREAS, the Company is willing to rent such Facilities upon the terms and conditions specified herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto set forth, the parties hereto covenant and agree as follows:

1. The Company will provide, install or otherwise make available, own, operate and maintain the Facilities described in this Agreement.
2. As consideration for furnishing the Facilities, the Customer shall pay to the Company a monthly rental charge covering equipment and installation costs. The monthly rental charge shall be calculated by multiplying the in-place value of the Facilities, determined pursuant to Paragraphs 3 and 4 of this Agreement, by the applicable Monthly Rent Factor set forth in Tariff Sheet No. 7.765 (Appendix A), which is attached to and made a part of this Agreement, or any successor or substitute schedule which may become effective by filing with or otherwise approved by the Florida Public Service Commission (hereinafter called the "Commission"). Based on the in-place value of the Facilities and the Monthly Rental Factor in effect at the initiation of this Agreement,

Continued to Sheet No. 7.761

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE: February 22, 2000

Continued from Sheet No. 7.761

- d. When the Facilities or Additional Facilities are replaced or modified at the Company's option, no change in the in-place value will be made.
5. As consideration for maintaining the facilities, the Customer shall reimburse the Company for the cost of required maintenance performed by Tampa Electric or a company-approved contractor. Maintenance shall be priced at cost and billed to the Customer as incurred, separate from the monthly rental charge.
- 6.5. The term of this Agreement shall be 20 years; however, either the Company or the Customer may terminate this Agreement upon 90 days advance written notice. If the Customer ceases to receive its electrical energy requirements from the Company or chooses to terminate this Agreement for any other reason, it shall be responsible for, and shall pay to the Company a Termination Fee calculated in accordance with Tariff Sheet No. 7.765, set forth as Appendix A, as currently approved or as may be modified from time to time by the Commission.
- 7.6. On the Termination of this Agreement, or in the event that the Customer fails to make rental payments in a timely fashion, then and in each of those events, at the option of the Company, the Facilities may be removed by the Company and removal costs may be charged.
- 8.7. This Agreement may be assigned only with the prior written consent of the Company.
- 9.8. The Company is hereby granted an easement over the premises upon which the equipment is to be installed for ingress and egress and for installation, inspection, maintenance, and removal of the Company's equipment. In no event shall the Customer, or anyone acting under the authority of the Customer, place upon or attach to any of the Company's equipment any sign or device of any nature whatsoever, or place, install or permit to exist, anything, including trees or shrubbery, in such close proximity to the Company's equipment as to interfere with such equipment or tend to create a dangerous condition. The Company is hereby granted the right to forthwith remove anything placed, installed or existing in violation of this paragraph.

Continued to Sheet No. 7.763

Continued from Sheet No. 7.762

10.9: This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained and, when duly executed, this Agreement constitutes the entire Agreement between the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

Witnesses for the Customer:

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

Witnesses for the Company:

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

Customer

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Title \_\_\_\_\_

Tampa Electric Company

By \_\_\_\_\_

Title \_\_\_\_\_