

AUSLEY McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

123 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

December 3, 2018

VIA: ELECTRONIC FILING

Ms. Carlotta S. Stauffer
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

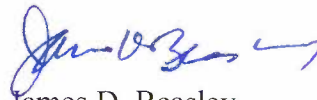
Re: Petition of Tampa Electric Company for Approval of Customer Specified Lighting
Tariff

Dear Ms. Stauffer:

Attached for filing in the above-styled matter is Tampa Electric Company's Petition for
Approval of Customer Specified Lighting Tariff.

Thank you for your assistance in connection with this matter.

Sincerely,



James D. Beasley

JDB/pp
Attachment

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric Company)
For Approval of Customer Specified)
Lighting Tariff)
_____)

DOCKET NO. _____

FILED: December 3, 2018

**PETITION OF TAMPA ELECTRIC COMPANY
FOR APPROVAL OF
CUSTOMER SPECIFIED LIGHTING TARIFF**

Tampa Electric Company (“Tampa Electric” or “the company”), pursuant to Section 366.04, Florida Statutes, petitions the Florida Public Service Commission (“Commission”) for approval of a Customer Specified Lighting tariff. As grounds therefor, the company says:

1. The name, address, telephone number and fax facsimile number of the petitioner are:

Tampa Electric Company
Post Office Box 111
Tampa, FL 33601
(813) 228-4111
(813) 228-1770 (fax)

2. Tampa Electric is an investor-owned public utility subject to the jurisdiction of this Commission under Chapter 366, Florida Statutes.

3. All notices, pleadings and correspondence required to be served on the petitioner should be directed to:

James D. Beasley
jbeasley@ausley.com
J. Jeffrey Wahlen
jwahlen@ausley.com
Ausley McMullen
Post Office Box 391
Tallahassee, FL 32302
(850) 224-9115
(850) 222-7560 (fax)

Paula K. Brown
regdept@tecoenergy.com
Manager, Regulatory Coordination
Tampa Electric Company
Office Box 111
Tampa, FL 33601
(813) 228-1444
(813) 228-1770 (fax)

4. Tampa Electric requests approval of tariff sheets instituting a new lighting service to provide customer specified lighting equipment which will be owned and operated by Tampa Electric as under its current lighting tariff and provide lighting service to customers seeking such service, but which would not be generally offered to other lighting customers.

5. In the past, and more frequently recently, Tampa Electric has been approached by lighting customers seeking lighting service from the company that is not currently carried in the offerings found in its general lighting service tariff LS-1. These requested lighting services have included special poles, special lighting fixtures (“fixtures”) or combinations of special poles and fixtures. On occasion, if the new pole, fixture type, or other component being requested is of general market appeal and meets the company’s standards for reliability, Tampa Electric will agree to the requests and simply add that new offering to the existing LS-1 tariff, after gaining approval from the Commission. If not, Tampa Electric will decline, and the customer may choose an existing offering or elect to install their desired poles and/or fixtures and/or other components as a privately owned and operated lighting system.

6. With this filing, Tampa Electric is seeking a tariff that will accommodate these customers’ special requests. Some customers are seeking lighting poles and/or fixtures and/or other components that would be a signature of, or attraction for their location. In many cases, they do not want others to have lighting that resembles theirs and even have secured patent or copyright protection so that others cannot utilize their design. In some cases, Tampa Electric determines that there is a limited market opportunity for what is being requested, or the design has an attribute regarding height, photometrics or other special feature that would make it of little or no market interest outside the customer who is requesting it.

7. Tampa Electric does expect that the lighting provided under this tariff will be LED in nearly all instances, however there may be exceptions. In any case, whatever lighting technology is utilized, the appropriate energy consumption will be calculated and applied to the standard lighting energy charge and associated fuel and other clause rates for billing.

8. Because each of these requests will be specific to the customer, Tampa Electric proposes that a different rate setting approach be applied. Utilizing the approach applied in Tampa Electric's Facilities Rental Agreement which is provided in Tampa Electric's current tariff on Tariff Sheet Nos. 7.760 – 7.770, the company is requesting that a Monthly Rate be applied to the In-Place Value of the lighting facilities provided under the new tariff, which Tampa Electric is designating LS-2. This Monthly Rate, which would be approved by the Commission and be subject to revision in all future base rate proceedings (as has been done with the Facilities Rental Agreement factor), is essentially the same approach as is used to derive rates for new lighting rates requested of the Commission by Tampa Electric. In this case, the calculation of the billing required under a LS-2 contract would not require a Commission filing for prior approval as the previously approved Monthly Rate would be applied to the In-Place Value of the newly constructed LS-2 lighting facilities.

9. The proposed 20-year term associated with a LS-2 agreement is substantially longer than the 10-year term for LS-1. This longer term is justified because the lighting equipment being installed is specific to the customer's request and may not be of any value to a subsequent customer at that location or any other location where it might be relocated if the original customer should go out of business or leave the Tampa Electric territory. Full cost recovery over the expected life of these facilities is needed as they are under specific contract.

10. In addition to the LS-2 tariff itself, Tampa Electric proposes to utilize the same lighting agreement as is used for LS-1. In order to do that, certain changes need to be made to that agreement to address the specific needs of LS-2. Therefore, the company is requesting some minor changes to that agreement to accommodate LS-2 in this petition as well.

11. Tampa Electric has one current request for lighting service that would be best accommodated under LS-2 and expects more over time as economic development continues to support the Tampa Bay area as an ideal location to live and work. While it is impossible to project how many special lighting requests will arise in the future, Tampa Electric does not believe that LS-2 will be utilized frequently nor that it will become the predominate tariff to be used for lighting service.

12. Attached hereto as Exhibits "A" and "B", respectively, are tracked change and clean versions of proposed Tariff Sheet Nos. 6.830 through 6.835 containing the new LS-2 lighting service, proposed Tariff Sheet No. 6.010 which revises the Index of Rate Schedules to reflect the addition of LS-2, proposed Tariff Sheet No. 4.060 which contains a new defined term associated with LS-2 service as well as changes to the current Bright Choices Outdoor Lighting Agreement found in Tariff Sheet Nos. 7.202 through 7.204 made to accommodate that Agreement to also apply to the new LS-2 lighting service.

WHEREFORE, Tampa Electric respectfully requests the Commission approve the proposed new Customer Specified Lighting tariff and revised Bright Choices Outdoor Lighting Agreement set forth in Exhibits "A" and "B" to this petition.

DATED this 3rd day of December 2018.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "James D. Beasley", is written over a horizontal line.

JAMES D. BEASLEY

J. JEFFRY WAHLEN

Ausley McMullen

Post Office Box 391

Tallahassee, FL 32302

(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

EXHIBIT "A"

Ground

Earth potential.

Group Metering

Customer owned and company approved meter centers.

Guarantor

One who initiates or gives a guarantee.

Hand Hole

A small junction box placed in the ground.

High Density Subdivision

A subdivision having a density of 6 or more dwelling units per acre.

High Leg

The conductor in a three-phase delta secondary connection that has a higher voltage-to-ground potential than the other conductors.

High Pressure Sodium

A lamp using sodium as a medium for street and area lighting use.

Horse Power

The nameplate rating of motors and/or other apparatuses. For conversion purposes, one horsepower shall be considered as equivalent to one kilowatt.

In Place Value

Plant in service value (undepreciated) of the facility.

Incandescent

The ordinary light bulb.

Industrial Service

Service to customers engaged in a process which creates or changes raw or unfinished materials into another form or product. (Factories, mills, machine shops, mines, oil wells, refineries, pumping plants, creameries, canning and packing plants, shipyards, etc.; i.e., in extractive fabricating or processing activities.)

Inspector or Inspection Authority

A person or agency authorized to inspect and approve electrical installations.

Integrated Demand

Is the summation of the continuously varying instantaneous demands during a specified time interval performed by metering equipment.



TWENTY-~~FOURTH~~FIFTH
REVISED SHEET NO. 6.010
CANCELS TWENTY-~~THIRD~~
FOURTH REVISED SHEET NO.
6.010

INDEX OF RATE SCHEDULES

<u>Schedule</u>	<u>Classification</u>	<u>Sheet No.</u>
	Additional Billing Charges	6.020
	Payment of Bills	6.022
RS	Residential Service	6.030
GS	General Service - Non Demand	6.050
GSD	General Service - Demand	6.080
IS	Interruptible Service	6.085
CS	Construction Service	6.290
GST	Time-of-Day General Service - Non-Demand (Optional)	6.320
GSDT	Time-of-Day General Service - Demand (Optional)	6.330
IST	Time of Day Interruptible Service (Optional)	6.340
RSVP-1	Residential Service Variable Pricing	6.560
SBF	Firm Standby And Supplemental Service	6.600
SBFT	Time-of-Day Firm Standby And Supplemental Service (Optional)	6.605
SBI	Interruptible Standby And Supplemental Service	6.700
EDR	Economic Development Rider	6.720
CISR-2	Commercial/Industrial Service Rider	6.740
LS-1	Street and Outdoor Lighting Service	6.800
<u>LS-2</u>	<u>Customer Specified Lighting Service</u>	<u>6.830</u>

ISSUED BY: G. L. Gillette N. G. Tower,
President

DATE EFFECTIVE: June 20, 2014

CUSTOMER SPECIFIED LIGHTING SERVICE

SCHEDULE: LS-2

AVAILABLE: Entire service area

APPLICABLE:

Customer Specified Lighting Service is applicable to any customer for the sole purpose of lighting roadways or other outdoor areas. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party. At the Company's option, a deposit amount of up to a two (2) month's average bill may be required at anytime.

CHARACTER OF SERVICE:

Service is provided during the hours of darkness normally 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 that is not used for dedicated street or highway lighting. The Company shall install and maintain the timer at the customer's expense. The Company shall program the timer to the customer's specifications as long as such service does not exceed 2,100 hours each year. Access to the timer is restricted to company personnel.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgment of the Company, location of the proposed lights are, and will continue to be, feasible and accessible to Company personnel and equipment for both construction and maintenance and such installation is not appropriate as a public offering under LS-1.

TERM OF SERVICE:

Service under this rate schedule shall, at the option of the customer, be for an initial term of twenty (20) years beginning on the date one or more of the lighting equipment is installed, energized, and ready for use and shall continue after the initial term for successive one-year terms until terminated by either party upon providing ninety (90) days prior written notice.

Continued to Sheet No. 6.835

ISSUED BY: N. G. Tower, President

DATE EFFECTIVE:

Continued from Sheet No. 6.830

MONTHLY RATE: The monthly charge shall be calculated by applying the monthly rate of 1.19% to the In-Place Value of the customer specific lighting facilities identified in the Outdoor Lighting Agreement entered into between the customer and the Company for service under this schedule.

The In-Place Value may change over time as new lights are added to the service provided under this Rate Schedule to a customer taking service, the monthly rate shall be applied to the In-Place Value in effect that billing month.

NON-STANDARD FACILITIES AND SERVICES:

The customer shall pay all costs associated with additional company facilities and services that are not considered standard for providing lighting service, including but not limited to, the following:

1. relays;
2. distribution transformers installed solely for lighting service;
3. protective shields;
4. bird deterrent devices;
5. light trespass shields;
6. light rotations;
7. light pole relocations;
8. devices required by local regulations to control the levels or duration of illumination including associated planning and engineering costs;
9. removal and replacement of pavement required to install underground lighting cable;
10. directional boring;
11. specialized permitting that is incremental to a standard construction permit; and
12. specialized engineering scope required by either the customer or by local code or ordinance that is unique to the requested work.

Payment may be made in a lump sum at the time the agreement is entered into, or at the customer's option these non-standard costs may be included in the In-Place Value to which the monthly rate will be applied.

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. 6.022

FRANCHISE FEE: See Sheet No. 6.022

PAYMENT OF BILLS: See Sheet No. 6.022



Continued from Sheet No. 7.201

8. Customer Contribution in Aid of Construction

The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$ _____ for _____. If applicable, a final invoice or partial refund shall be issued to the Customer based upon deviations of actual costs in relation to the estimated customer contribution. CIAC payment to satisfy actual costs are non-refundable.

9. Monthly Payment

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule ~~LS-1~~ _____ as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current monthly base charges for facilities installed under this agreement are _____. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be _____. The total monthly charge shall be _____ per month.

If Applicable, Customer agrees to deposit with the Company, the additional cash sum of _____, which is equivalent to approximately two (2) months service under this 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. 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.

10. 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" as provided in the applicable Rate Schedule) beginning on the date one or more of the Equipment is installed and, if applicable, at least one light is 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.

11. Limitation on Damages

The Company will furnish electricity to operate the Equipment for dusk to dawn service or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous operation during the term. 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



SIXTH SEVENTH REVISED SHEET
NO. 7.202
CANCELS **FIFTH SIXTH** REVISED
SHEET NO. 7.202

to warn of any interruption of service or lighting.

Continued to Sheet No. 7.203

ISSUED BY: ~~G. L. Gillette~~ N. G. Tower,
President

DATE EFFECTIVE: ~~February 6, 2018~~

EXHIBIT "B"

Ground

Earth potential.

Group Metering

Customer owned and company approved meter centers.

Guarantor

One who initiates or gives a guarantee.

Hand Hole

A small junction box placed in the ground.

High Density Subdivision

A subdivision having a density of 6 or more dwelling units per acre.

High Leg

The conductor in a three-phase delta secondary connection that has a higher voltage-to-ground potential than the other conductors.

High Pressure Sodium

A lamp using sodium as a medium for street and area lighting use.

Horse Power

The nameplate rating of motors and/or other apparatuses. For conversion purposes, one horsepower shall be considered as equivalent to one kilowatt.

In Place Value

Plant in service value (undepreciated) of the facility.

Incandescent

The ordinary light bulb.

Industrial Service

Service to customers engaged in a process which creates or changes raw or unfinished materials into another form or product. (Factories, mills, machine shops, mines, oil wells, refineries, pumping plants, creameries, canning and packing plants, shipyards, etc.; i.e., in extractive fabricating or processing activities.)

Inspector or Inspection Authority

A person or agency authorized to inspect and approve electrical installations.

Integrated Demand

Is the summation of the continuously varying instantaneous demands during a specified time interval performed by metering equipment.



INDEX OF RATE SCHEDULES

<u>Schedule</u>	<u>Classification</u>	<u>Sheet No.</u>
	Additional Billing Charges	6.020
	Payment of Bills	6.022
RS	Residential Service	6.030
GS	General Service - Non Demand	6.050
GSD	General Service - Demand	6.080
IS	Interruptible Service	6.085
CS	Construction Service	6.290
GST	Time-of-Day General Service - Non-Demand (Optional)	6.320
GSDT	Time-of-Day General Service - Demand (Optional)	6.330
IST	Time of Day Interruptible Service (Optional)	6.340
RSVP-1	Residential Service Variable Pricing	6.560
SBF	Firm Standby And Supplemental Service	6.600
SBFT	Time-of-Day Firm Standby And Supplemental Service (Optional)	6.605
SBI	Interruptible Standby And Supplemental Service	6.700
EDR	Economic Development Rider	6.720
CISR-2	Commercial/Industrial Service Rider	6.740
LS-1	Street and Outdoor Lighting Service	6.800
LS-2	Customer Specified Lighting Service	6.830

CUSTOMER SPECIFIED LIGHTING SERVICE

SCHEDULE: LS-2

AVAILABLE: Entire service area

APPLICABLE:

Customer Specified Lighting Service is applicable to any customer for the sole purpose of lighting roadways or other outdoor areas. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the contract executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party. At the Company's option, a deposit amount of up to a two (2) month's average bill may be required at anytime.

CHARACTER OF SERVICE:

Service is provided during the hours of darkness normally 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 that is not used for dedicated street or highway lighting. The Company shall install and maintain the timer at the customer's expense. The Company shall program the timer to the customer's specifications as long as such service does not exceed 2,100 hours each year. Access to the timer is restricted to company personnel.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgment of the Company, location of the proposed lights are, and will continue to be, feasible and accessible to Company personnel and equipment for both construction and maintenance and such installation is not appropriate as a public offering under LS-1.

TERM OF SERVICE:

Service under this rate schedule shall, at the option of the customer, be for an initial term of twenty (20) years beginning on the date one or more of the lighting equipment is installed, energized, and ready for use and shall continue after the initial term for successive one-year terms until terminated by either party upon providing ninety (90) days prior written notice.

Continued to Sheet No. 6.835

Continued from Sheet No. 6.830

MONTHLY RATE: The monthly charge shall be calculated by applying the monthly rate of 1.19% to the In-Place Value of the customer specific lighting facilities identified in the Outdoor Lighting Agreement entered into between the customer and the Company for service under this schedule.

The In-Place Value may change over time as new lights are added to the service provided under this Rate Schedule to a customer taking service, the monthly rate shall be applied to the In-Place Value in effect that billing month.

NON-STANDARD FACILITIES AND SERVICES:

The customer shall pay all costs associated with additional company facilities and services that are not considered standard for providing lighting service, including but not limited to, the following:

1. relays;
2. distribution transformers installed solely for lighting service;
3. protective shields;
4. bird deterrent devices;
5. light trespass shields;
6. light rotations;
7. light pole relocations;
8. devices required by local regulations to control the levels or duration of illumination including associated planning and engineering costs;
9. removal and replacement of pavement required to install underground lighting cable;
10. directional boring;
11. specialized permitting that is incremental to a standard construction permit; and
12. specialized engineering scope required by either the customer or by local code or ordinance that is unique to the requested work.

Payment may be made in a lump sum at the time the agreement is entered into, or at the customer's option these non-standard costs may be included in the In-Place Value to which the monthly rate will be applied.

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. 6.022

FRANCHISE FEE: See Sheet No. 6.022

PAYMENT OF BILLS: See Sheet No. 6.022

Continued from Sheet No. 7.201

8. Customer Contribution in Aid of Construction

The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$_____ for _____. If applicable, a final invoice or partial refund shall be issued to the Customer based upon deviations of actual costs in relation to the estimated customer contribution. CIAC payment to satisfy actual costs are non-refundable.

9. Monthly Payment

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule _____ as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current monthly base charges for facilities installed under this agreement are _____. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be _____. The total monthly charge shall be _____ per month.

If Applicable, Customer agrees to deposit with the Company, the additional cash sum of _____, which is equivalent to approximately two (2) months service under this 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. 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.

10. 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 _____ year(s) (the "Primary Term" as provided in the applicable Rate Schedule _____) beginning on the date one or more of the Equipment is installed and, if applicable, at least one light is 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.

11. Limitation on Damages

The Company will furnish electricity to operate the Equipment for dusk to dawn service or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous operation during the term. 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.

Continued to Sheet No. 7.203