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February 18, 2022

ELECTRONIC FILING

Mr. Adam J. Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Petition for approval of a new Small Commercial Bright Choices Outdoor Lighting Agreement Tariff by Tampa Electric Company

Dear Mr. Teitzman,

Attached for filing on behalf of Tampa Electric Company is a Petition for approval of a new Small Commercial Bright Choices Outdoor Lighting Agreement tariff, as well as other associated tariff revisions.

Sincerely,



Malcolm N. Means

Enclosures

cc: TECO Regulatory Dept.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric Company)
For Approval of New Small Commercial)
Lighting Tariff and Other Revised Tariff Sheets)
_____)

DOCKET NO. _____

FILED: February 18, 2022

**TAMPA ELECTRIC COMPANY'S PETITION
FOR NEW SMALL COMMERCIAL 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 new Small Commercial Bright Choices Outdoor Lighting Agreement tariff, as well as other associated tariff revisions. In support of this petition, the company states:

I. Preliminary Information

1. The Petitioner's name and address are:

Tampa Electric Company
702 North Franklin Street
Tampa, Florida 33602

2. Any pleading, motion, notice, order or other document required to be served upon

Tampa Electric or filed by any party to this proceeding shall be served upon the following individuals:

J. Jeffry Wahlen
jwahlen@ausley.com
Malcolm N. Means
mmeans@ausley.com
Ausley McMullen
Post Office Box 391
Tallahassee, FL 32302
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Manager, Regulatory Coordination
Tampa Electric Company
Post Office Box 111
Tampa, FL 33601
(813) 228-1444
(813) 228-1770 (fax)

3. Tampa Electric is an investor-owned “public utility” subject to the Commission’s jurisdiction pursuant to Chapter 366, Florida Statutes, and is a wholly owned subsidiary of Emera, Inc.

4. Tampa Electric serves over 800,000 retail customers in Hillsborough and portions of Polk, Pinellas and Pasco Counties, Florida.

5. This petition is filed consistent with Rule 28-106.201, F.A.C. The agency affected is the Florida Public Service Commission, located at 2540 Shumard Oak Boulevard, Tallahassee, Florida, 32399. This Petition represents an original proceeding and does not involve reversal or modification of an agency decision or any proposed agency action.

6. This Petition is filed pursuant to Section 366.05(1)(e) of the Florida Statutes, which states that new tariffs and changes to existing tariffs must be approved by majority vote of the Commission unless the change does not substantially change the meaning or operation of the tariff.

III. Statement on Disputed Issues of Material Fact

7. In compliance with paragraph (2)(d) of Rule 28-106.201, F.A.C., Tampa Electric states that it is not aware of any disputed issues of material fact at this time.

8. Counsel for Tampa Electric conferred with the signatories to the company’s most recent rate case settlement agreement¹ and none of them objected to this Petition.

IV. Statement of Ultimate Facts Alleged and Providing the Basis for Relief

9. On August 6, 2021, Tampa Electric filed a stipulation and settlement agreement that resolved all issues in the company’s rate case docket (the “2021 Agreement.”).

10. The Commission approved the 2021 Agreement via Order No. PSC-2021-0423-S-EI, issued November 10, 2021, in Docket No. 20210034.

¹ The signatories are the Office of Public Counsel, Federal Executive Agencies, Florida Industrial Power Users Group, Florida Retail Federation, Walmart Inc., and the West Central Florida Hospital Utility Alliance.

11. Pursuant to Paragraph 6(b)(v) of the 2021 Agreement, the company implemented certain changes and additions to the company's Lighting Tariffs (LS-1 and LS-2) and the company's standard lighting service contract, which is known as the "Bright Choices Outdoor Lighting Agreement" or "BCOLA."

12. One of these changes was the introduction of a new "Small Residential" BCOLA under the LS-1 Tariff. This contract is available to customers who seek to install lighting equipment costing less than \$10,000 on residential property. The Small Residential BCOLA offers flexibility to those LS-1 customers as compared to the standard BCOLA because it includes a month-to-month term, as opposed to the ten-year term in the standard LS-1 BCOLA.

13. Since the 2021 Agreement was approved, Tampa Electric's lighting department determined that a similar "Small Commercial" BCOLA with a month-to-month term would benefit LS-1 customers seeking installation of lighting equipment costing less than \$20,000 on commercial property.

14. Tampa Electric proposes that the new Small Commercial BCOLA would be listed on Tariff Sheet Nos. 7.250, 7.255, 7.260, 7.265, 7.270, 7.275, and 7.280.

15. In addition to the new agreement, Tampa Electric also seeks Commission approval of modifications to other lighting tariff sheets. These sheets include:

- a. **Sheet 6.800 (LS-1 Lighting Service)** – The company proposes to insert a reference to the new Small Commercial BCOLA.
- b. **Sheet 6.810 (Pole/Wire and Pole/Wire Maintenance Charges)** – The round style light fixture under Rate Code 523 is currently listed as closed. Some Tampa Electric customers still utilize this pole style as a standard signature pole and as a result the

company would like to reopen the item and remove the notation stating the item is closed.

- c. **Sheet 6.815** – This sheet sets out a list of non-standard lighting facilities and services. These items are costs that are not typically incurred as a part of a lighting installation and, as a result, the requesting customer should be responsible for them instead of the general body of ratepayers. Tampa Electric proposes to amend this list to make several clarifying edits and to add new categories of non-standard service in response to frequent questions from such customers.
- d. **Sheet 6.830** – This sheet sets out the terms of LS-2 service. The text under the “Term of Service” heading currently states that service under LS-2 is available at the customer’s option. This conflicts with the previous paragraph, which states that the company must determine that the installation is not appropriate as a public offering under LS-1. The company proposes to replace the word “customer” with “company” to address this conflict. The company also proposes shifting the last sentence in this paragraph defining the In-Place-Value to Sheet 6.835 as a more applicable reference location.
- e. **Sheet 6.835** – The company proposes to insert a sentence on this sheet defining In-Place Value as the value of lighting equipment or its LED equivalent based on the average cost of a current installation due to the company’s shift to use of LED lighting. The company also proposes to make the same edits to the non-standard facilities and services list as on Sheet 6.815 to maintain consistency.

- f. **Sheet 7.010 (List of Standard Forms and Agreements)** – The company proposes to insert references to the new Small Commercial BCOLA and to Sheet 7.980, which was inadvertently omitted from this list.
- g. **Sheet 7.215** – The company inadvertently included a heading on the Small Residential BCOLA contract that appears when it is presented to customers for review and signature. This heading should not appear on the Sheet in the company’s tariff book.
- h. **Sheet 7.220** – Some lighting installations require displacement or removal of sidewalk materials during construction. The company proposes adding a clarifying sentence to this sheet to make it clear that a requesting customer is responsible for the costs of repairing or replacing custom sidewalks, such as pavers or imprinted concrete, during construction. These costs are caused by the requesting customer and should not be borne by the general body of ratepayers.
- i. **Sheet 7.240** – This sheet is part of the Small Residential BCOLA. Under the “Light Trespass” provisions of the company’s standard lighting agreements, customers are responsible for specifying the general location and direction of illumination. Tampa Electric would like to clarify that, if the lighting installation becomes objectionable to parties other than the Small Residential customer and removal of the lighting is the only practicable resolution of the dispute, the customer is responsible for any removal costs.

16. Clean and redline versions of the proposed tariff sheet additions and revisions are included as Attachments “A” and “B” to this petition.

V. Relief Requested

17. Tampa Electric respectfully requests that the Commission approve the attached revisions and additions to the company's lighting tariffs.

WHEREFORE, Tampa Electric Company respectfully requests the Commission to approve the revised and new lighting tariff sheets set forth in Exhibits "A" and "B" to this petition.

DATED this 18th day of February 2022.

Respectfully submitted,



J. JEFFRY WAHLEN
MALCOLM N. MEANS
Ausley McMullen
Post Office Box 391
Tallahassee, Florida 32302
(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY



**FOURTH REVISED SHEET NO. 6.800
CANCELS THIRD REVISED SHEET NO. 6.800**

LIGHTING SERVICE

SCHEDULE: LS-1

AVAILABLE: Entire service area

APPLICABLE:

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 the company equipment and personnel for both construction and maintenance.

TERM OF SERVICE:

Service under this rate schedule shall be for an initial term of ten (10) years beginning on the date one or more of the lighting equipment is installed, energized, and ready for use and shall continue thereafter for successive one-year terms until terminated by either party upon providing ninety (90) days prior written notice.

Service under this rate schedule is available to customers seeking installation of lighting equipment costing less than ten thousand dollars (\$10,000) on residential property or customers seeking installation of lighting equipment costing less than twenty thousand dollars (\$20,000) on commercial property; such service shall not have a primary term and instead shall have a month-to-month term that can be terminated by either Party with thirty (30) days written notice and shall be governed by the terms of the Bright Choices Outdoor Lighting Agreement – Small Residential or Bright Choices Outdoor Lighting Agreement – Small Commercial.

With the Company's approval, any existing customer receiving services under the LS-1 rate schedule as of December 31, 2021 may elect to transfer such LS-1 service at one or more premises to the LS-2 rate schedule, without penalty, or renewal of primary term. A new LS-2 agreement is not required to initiate the transition, only authorization for the customer in writing.

Continued to Sheet No. 6.805



SIXTH REVISED SHEET NO. 6.810
 CANCELS FIFTH REVISED SHEET NO. 6.810

Continued from Sheet No. 6.809

Pole/Wire and Pole/Wire Maintenance Charges:

Rate Code	Style	Description	Wire Feed	Charge Per Unit (\$)	
				Pole/Wire	Maintenance
425	Wood (Inaccessible) ⁽¹⁾	30 ft	OH	7.04	0.17
626	Wood	30 ft	OH	3.47	0.17
627	Wood	35 ft	OH	4.11	0.17
597	Wood	40/45 ft	OH	8.79	0.31
637	Standard	35 ft, Concrete	OH	7.36	0.17
594	Standard	40/45 ft, Concrete	OH	14.08	0.31
599	Standard	16 ft, DB Concrete	UG	20.30	0.14
595	Standard	25/30 ft, DB Concrete	UG	27.87	0.14
588	Standard	35 ft, DB Concrete	UG	29.22	0.34
607	Standard (70 - 100 W or up to 100 ft span) ⁽¹⁾	35 ft, DB Concrete	UG	14.94	0.34
612	Standard (150 W or 100 -150 ft span) ⁽¹⁾	35 ft, DB Concrete	UG	20.02	0.34
614	Standard (250 -400W or above 150 ft span) ⁽¹⁾	35 ft, DB Concrete	UG	30.22	0.34
596	Standard	40/45 ft, DB Concrete	UG	34.05	0.14
523	Round	23 ft, DB Concrete	UG	27.36	0.14
591	Tall Waterford	35 ft, DB Concrete	UG	37.67	0.14
592	Victorian	PT, DB Concrete	UG	32.35	0.14
593	Winston	PT, DB Aluminum	UG	18.20	1.10
583	Waterford	PT, DB Concrete	UG	27.35	0.14
422	Aluminum ⁽¹⁾	10 ft, DB Aluminum	UG	11.20	1.30
616	Aluminum	27 ft, DB Aluminum	UG	37.18	0.34
615	Aluminum	28 ft, DB Aluminum	UG	15.97	0.34
622	Aluminum	37 ft, DB Aluminum	UG	50.90	0.34
623	Waterside	38 ft, DB Aluminum	UG	43.82	3.85
584	Aluminum ⁽¹⁾	PT, DB Aluminum	UG	21.00	1.10
581	Capitol ⁽¹⁾	PT, DB Aluminum	UG	32.06	1.10
586	Charleston	PT, DB Aluminum	UG	24.45	1.10
585	Charleston Banner	PT, DB Aluminum	UG	32.00	1.10
590	Charleston HD	PT, DB Aluminum	UG	27.67	1.10
580	Heritage ⁽¹⁾	PT, DB Aluminum	UG	23.17	1.10
587	Riviera ⁽¹⁾	PT, DB Aluminum	UG	24.46	1.10
589	Steel ⁽¹⁾	30 ft, AB Steel	UG	45.83	1.68
624	Fiber ⁽¹⁾	PT, DB Fiber	UG	9.74	1.30
582	Winston ⁽¹⁾	PT, DB Fiber	UG	17.71	1.10
525	Franklin Composite	PT, DB Composite	UG	29.19	1.10
641	Existing Pole		UG	6.23	0.34

⁽¹⁾ Closed to new business

Continued from Sheet No. 6.815



**TWELFTH REVISED SHEET NO. 6.815
 CANCELS ELEVENTH REVISED SHEET NO. 6.815**

Continued from Sheet No. 6.810

Miscellaneous Facilities Charges:

Rate Code	Description	Monthly Facility Charge	Monthly Maintenance Charge
563	Timer	\$7.54	\$1.43
569	PT Bracket (accommodates two post top fixtures)	\$4.27	\$0.06

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, bird deterrent devices, light trespass shields;
4. light rotations;
5. light pole relocations;
6. devices required by local regulations to control the levels or duration of illumination including associated planning and engineering costs;
7. removal and replacement of pavement required to install underground lighting equipment;
8. directional boring;
9. ground penetrating radar (GPR);
10. specialized permitting that is incremental to a standard construction permit;
11. specialized design and engineering scope required by either the customer or by local code or ordinance that is unique to the requested work;
12. custom maintenance of traffic permits;
13. removal of non-standard pole bases; and
14. blocked parking spaces resulting from construction or removal.

MINIMUM CHARGE: The monthly charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023

FRANCHISE FEE: See Sheet No. 6.023

PAYMENT OF BILLS: See Sheet No. 6.023

STORM PROTECTION PLAN RECOVERY PLAN: See Sheet Nos. 6.021 and 6.023

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 2.851¢ per kWh of metered usage, plus a Basic Service Charge of \$.70 per day and the applicable additional charges as specified on Sheet Nos. 6.020, 6.021, 6.022 and 6.023.

Continued to Sheet No. 6.820



FIFTH REVISED SHEET NO. 6.830
CANCELS FOURTH SHEET NO. 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 company, 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. Any customer transferring service to the LS-2 rate schedule from the LS-1 rate schedule shall continue the remaining primary initial term from LS-1 agreement.

SPECIAL CONDITIONS:

On 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 2.851¢ per kWh of metered usage, plus a Basic Service Charge of \$.70 per day and the applicable additional charges as specified on Sheet Nos. 6.020, 6.021, 6.022 and 6.023

Continued to Sheet No. 6.835



FIFTH REVISED SHEET NO. 6.835
CANCELS FOURTH SHEET NO. 6.835

Continued from Sheet No. 6.830

MONTHLY RATE: The monthly charge shall be calculated by applying the monthly rate of 0.93% 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. The In-Place Value of any transferred LS-1 service shall be defined by the value of the lighting Equipment or its LED equivalent based on the average cost of a current installation.

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, bird deterrent devices, light trespass shields;
4. light rotations;
5. light pole relocations;
6. devices required by local regulations to control the levels or duration of illumination including associated planning and engineering costs;
7. removal and replacement of pavement required to install underground lighting equipment;
8. directional boring;
9. ground penetrating radar (GPR);
10. specialized permitting that is incremental to a standard construction permit;
11. specialized design and engineering scope required by either the customer or by local code or ordinance that is unique to the requested work;
12. custom maintenance of traffic permits;
13. removal of non-standard pole bases; and
14. blocked parking spaces resulting from construction or removal.

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.

ENERGY CHARGE: For monthly energy served under this rate schedule, 2.851¢ per kWh.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



**TWENTY-FOURTH REVISED SHEET NO. 7.010
 CANCELS TWENTY-THIRD REVISED SHEET NO. 7.010**

<u>STANDARD FORMS AND AGREEMENTS</u>	
Title	Sheet No.
Tariff Agreement for the Purchase of Industrial Load Management Rider Service	7.150
Bright Choices Outdoor Lighting Agreement	7.200
Bright Choices Outdoor Lighting Agreement – Small Residential	7.215
Bright Choices Outdoor Lighting Agreement – Small Commercial	7.250
Tariff Agreement for the Residential Guarantor Program	7.300
Tariff Agreement for the Provision of Load Management Service	7.510
Tariff Agreement for the Provision of Standby Generator Transfer Service	7.550
Tariff Agreement for the Purchase of Standby and Supplemental Service	7.600
Supplemental Tariff Agreement for the Purchase of Industrial Standby and Supplemental Load Management Rider Service	7.625
Service Agreement for Economic Development Rider	7.740
Contract Service Arrangement for the Provision of Service Under the Commercial/Industrial Service Rider	7.750
Facilities Rental Agreement	7.760
Tariff Agreement For The Residential Price Responsive Load Management Program	7.780
Application for Underground Service in an Overhead Area	7.800
Application for Relocation of Overhead Distribution Facilities	7.810
Application for Underground Service in an Underground Area	7.820
Underground Distribution Facilities Installation Agreement	7.830
Performance Guaranty Agreement	7.880
Performance Guaranty Agreement For Mining Facilities	7.915
Performance Guaranty Agreement For Residential Subdivision Development	7.950
Application for Interconnection of Renewable Generator System	7.980

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



SECOND REVISED SHEET NO. 7.215
CANCELS FIRST REVISED SHEET NO. 7.215

TAMPA ELECTRIC COMPANY
BRIGHT CHOICES Outdoor Lighting Agreement – Small Residential

Pursuant to the terms and conditions set forth 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. This Agreement is available to customers seeking installation of lighting equipment costing less than ten thousand dollars (\$10,000) on residential property.

1. Scope of Work

The Company shall furnish, install, operate and maintain, 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"), subject to the availability of such Equipment, for the term of the Agreement..

2. System Design and Approval

If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days 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 customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking.

Continued to Sheet No. 7.220

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



FIRST REVISED SHEET NO. 7.220
CANCELS ORIGINAL SHEET NO. 7.220

Continued from Sheet No. 7.215

The Equipment shall be repaired or replaced with the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.

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. Damages

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 or use of the Equipment 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.

4. Customer Information and Preparation

The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment 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. Customer shall be responsible for costs of custom sidewalk restoration displaced during construction or removal of Equipment, including but not limited to pavers and imprinted concrete sidewalks.

Continued to Sheet No. 7.225



**SECOND REVISED SHEET NO. 7.240
CANCELS FIRST REVISED SHEET NO. 7.240**

Continued from Sheet No. 7.235

15. Physical Alterations and Attachments

In no event shall the Customer, or any other Grantor, alter, place upon or attach, or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, 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 to Company, anything altered, placed, installed, or existing in violation of this paragraph with such removal cost being paid by the Customer.

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

16. Insurance

Customer, and/or Property Owner, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed 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.

17. 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.

18. 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 removal of any Equipment is the only practicable resolution of the objection, the Customer shall promptly pay the Company for removal costs for the portion of the Equipment that must be removed.

19. 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 not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company, in its sole discretion.

Continued to Sheet No. 7.245



ORIGINAL SHEET NO. 7.250

TAMPA ELECTRIC COMPANY
***BRIGHT CHOICES* Outdoor Lighting Agreement – Small Commercial**

Pursuant to the terms and conditions set forth 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. This Agreement is available to customers seeking installation of lighting equipment costing less than twenty thousand dollars (\$20,000) on commercial property.

1. Scope of Work

The Company shall furnish, install, operate and maintain, 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"), subject to the availability of such Equipment for the term of the Agreement.

2. System Design and Approval

If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days 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.



Continued from Sheet No. 7.250

The Customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking.

The Equipment shall be repaired or replaced with the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.

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. 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 or use of the equipment 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.

4. Customer Information and Preparation

The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment 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. Customer is responsible for cost of custom sidewalk restoration displaced during construction or removal of Equipment, including but not limited to pavers and imprinted concrete sidewalks.

5. 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, any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs, removal and replacement of pavement required to install underground lighting cable, and directional boring. 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.



ORIGINAL SHEET NO. 7.260

Continued from Sheet No. 7.255

6. Customer Contribution in Aid of Construction

The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$ _____ for _____. Refer to Section 5.2.6.1 of the Tampa Electric Tariff.

7. 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.

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.

8. Term

This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall continue on a month-to-month term (the "Term" as provided in the applicable Rate Schedule LS-1) 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 until terminated by either party upon providing the other party with thirty (30) days prior written notice of termination.

9. 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 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.

10 Indemnification

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

Page 3 of 7

Customer Initials: _____ Date: _____

Continued to Sheet No. 7.265

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.265

Continued from Sheet No. 2.650

to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, the "Company" shall be defined as Tampa Electric Company, its parent, Emera, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, and successor corporations.

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. Tree Trimming

Failure of the Customer to maintain adequate clearance (e.g. trees and vegetation) around the Equipment may cause illumination obstruction and/or a delay in requested repairs or required maintenance.

13. Termination, Removal

The Company may, at its option and on five (5) days written notice to Customer, terminate this agreement in the event that:

- (a) the Customer fails to pay the Company for any of the services provided herein;
- (b) the Customer violates the terms of this agreement;
- (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Customer pursuant to any federal or state bankruptcy law or similar federal or state law; or
- (d) a trustee or receiver is appointed to take possession of the Installation Site (or if Customer is a tenant at the Installation Site, tenant's interest in the Installation Site) and possession is not restored to Tenant within thirty (30) days.

14. Easements

The Property Owner, identified on the signature page hereto, covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner 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 Non-exclusive 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

Page 4 of 7

Customer Initials: _____ Date: _____

Continued to Sheet No. 7.265

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.270

Continued from Sheet No. 7.265

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 13 or expires pursuant to Paragraph 8, 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 Company shall not be responsible for any reasonable property damage caused at and around the Installation Site, arising from Company exercising its rights under this easement. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

15. Physical Alterations and Attachments

In no event shall the Customer, or any other Grantor, alter, place upon or attach or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, 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 to Company, anything altered, placed, installed, or existing in violation of this paragraph, with such removal cost being paid by the Customer.

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

16. Insurance

Customer and/or Property Owner, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed 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.

17. 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.

Page 5 of 7

Customer Initials: _____ Date: _____

Continued to Sheet No. 7.275

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.275

Continued from Sheet No. 7.270

18. 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 removal of any Equipment is the only practicable resolution of the objection, the Customer shall promptly pay the Company for removal costs for the portion of the Equipment that must be removed.

19. 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 not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company in its sole discretion.

20. 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.

Page 6 of 7

Customer Initials: _____ Date: _____

Continued to Sheet No. 7.280

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.280

Continued from Sheet No. 7.275

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: _____
Name (print): _____
Signature: _____
Date: _____
Phone #: _____
Email: _____

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

Property Owner: _____
By/Title: _____
Name (print): _____
Signature: _____
Date: _____
Phone #: _____
Email: _____

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

Contract No. _____



~~THIRD-FOURTH~~ REVISED SHEET NO. 6.800
CANCELS ~~SECOND-THIRD~~ REVISED SHEET
NO. 6.800

LIGHTING SERVICE

SCHEDULE: LS-1

AVAILABLE: Entire service area

APPLICABLE:

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 the company equipment and personnel for both construction and maintenance.

TERM OF SERVICE:

Service under this rate schedule shall be for an initial term of ten (10) years beginning on the date one or more of the lighting equipment is installed, energized, and ready for use and shall continue thereafter for successive one-year terms until terminated by either party upon providing ninety (90) days prior written notice.

Service under this rate schedule is available to customers seeking installation of lighting equipment costing less than ten thousand dollars (\$10,000) on residential property or customers seeking installation of lighting equipment costing less than twenty thousand dollars (\$20,000) on commercial property; such service shall not have a primary term and instead shall have a month-to-month term that can be terminated by either Party with thirty (30) days written notice and shall be governed by the terms of the Bright Choices Outdoor Lighting Agreement – Small Residential or Bright Choices Outdoor Lighting Agreement – Small Commercial.

With the Company's approval, any existing customer receiving services under the LS-1 rate schedule as of December 31, 2021 may elect to transfer such LS-1 service at one or more premises to the LS-2 rate schedule, without penalty, or renewal of primary term. A new LS-2



~~THIRD-FOURTH~~ REVISED SHEET NO. 6.800
CANCELS ~~SECOND-THIRD~~ REVISED SHEET
NO. 6.800

agreement is not required to initiate the transition, only authorization for the customer in writing.

Continued to Sheet No. 6.805



~~FIFTH-SIXTH~~ REVISED SHEET NO. 6.810
CANCELS ~~FOURTH-FIFTH~~ REVISED SHEET NO. 6.810

Continued from Sheet No. 6.809

Pole/Wire and Pole/Wire Maintenance Charges:

Rate Code	Style	Description	Wire Feed	Charge Per Unit (\$)	
				Pole/Wire	Maintenance
425	Wood (Inaccessible) ⁽¹⁾	30 ft	OH	7.04	0.17
626	Wood	30 ft	OH	3.47	0.17
627	Wood	35 ft	OH	4.11	0.17
597	Wood	40/45 ft	OH	8.79	0.31
637	Standard	35 ft, Concrete	OH	7.36	0.17
594	Standard	40/45 ft, Concrete	OH	14.08	0.31
599	Standard	16 ft, DB Concrete	UG	20.30	0.14
595	Standard	25/30 ft, DB Concrete	UG	27.87	0.14
588	Standard	35 ft, DB Concrete	UG	29.22	0.34
607	Standard (70 - 100 W or up to 100 ft span) ⁽¹⁾	35 ft, DB Concrete	UG	14.94	0.34
612	Standard (150 W or 100 -150 ft span) ⁽¹⁾	35 ft, DB Concrete	UG	20.02	0.34
614	Standard (250 -400W or above 150 ft span) ⁽¹⁾	35 ft, DB Concrete	UG	30.22	0.34
596	Standard	40/45 ft, DB Concrete	UG	34.05	0.14
523	Round- (+)	23 ft, DB Concrete	UG	27.36	0.14
591	Tall Waterford	35 ft, DB Concrete	UG	37.67	0.14
592	Victorian	PT, DB Concrete	UG	32.35	0.14
593	Winston	PT, DB Aluminum	UG	18.20	1.10
583	Waterford	PT, DB Concrete	UG	27.35	0.14
422	Aluminum ⁽¹⁾	10 ft, DB Aluminum	UG	11.20	1.30
616	Aluminum	27 ft, DB Aluminum	UG	37.18	0.34
615	Aluminum	28 ft, DB Aluminum	UG	15.97	0.34
622	Aluminum	37 ft, DB Aluminum	UG	50.90	0.34
623	Waterside	38 ft, DB Aluminum	UG	43.82	3.85
584	Aluminum ⁽¹⁾	PT, DB Aluminum	UG	21.00	1.10
581	Capitol ⁽¹⁾	PT, DB Aluminum	UG	32.06	1.10
586	Charleston	PT, DB Aluminum	UG	24.45	1.10
585	Charleston Banner	PT, DB Aluminum	UG	32.00	1.10
590	Charleston HD	PT, DB Aluminum	UG	27.67	1.10
580	Heritage ⁽¹⁾	PT, DB Aluminum	UG	23.17	1.10
587	Riviera ⁽¹⁾	PT, DB Aluminum	UG	24.46	1.10
589	Steel ⁽¹⁾	30 ft, AB Steel	UG	45.83	1.68
624	Fiber ⁽¹⁾	PT, DB Fiber	UG	9.74	1.30
582	Winston ⁽¹⁾	PT, DB Fiber	UG	17.71	1.10
525	Franklin Composite	PT, DB Composite	UG	29.19	1.10
641	Existing Pole		UG	6.23	0.34

⁽¹⁾ Closed to new business

Continued from Sheet No. 6.815



~~ELEVENTH-TWELFTH~~ REVISED SHEET NO. 6.815
 CANCELS ~~TENTH-ELEVENTH~~ REVISED SHEET NO.
 6.815

Continued from Sheet No. 6.810

Miscellaneous Facilities Charges:

Rate Code	Description	Monthly Facility Charge	Monthly Maintenance Charge
563	Timer	\$7.54	\$1.43
569	PT Bracket (accommodates two post top fixtures)	\$4.27	\$0.06

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, bird deterrent devices, light trespass shields;
- ~~4. bird deterrent devices;~~
- ~~5. light trespass shields;~~
- ~~6.4. light rotations;~~
- ~~7.5. light pole relocations;~~
- ~~8.6. devices required by local regulations to control the levels or duration of illumination including associated planning and engineering costs;~~
- ~~9.7. removal and replacement of pavement required to install underground lighting cable equipment;~~
and
- ~~10.8. directional boring;~~
- ~~11.9. g~~Ground penetrating radar (GPR);
- ~~10. Special permitting requirements~~specialized permitting that is incremental to a standard construction permit;
- ~~12.11. specialized design and engineering scope required by either the customer or by local code or ordinance that is unique to the requested work;~~
- ~~12. c~~Custom ~~maintenance~~ation of traffic permits;
- ~~13. removal of non-standard pole bases; and~~
- ~~13.14. blocked parking spaces resulting from construction or removal.~~

MINIMUM CHARGE: The monthly charge.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023

FRANCHISE FEE: See Sheet No. 6.023

PAYMENT OF BILLS: See Sheet No. 6.023

STORM PROTECTION PLAN RECOVERY PLAN: See Sheet Nos. 6.021 and 6.023

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



~~ELEVENTH~~ TWELFTH REVISED SHEET NO. 6.815
CANCELS ~~TENTH~~ ELEVENTH REVISED SHEET NO.
6.815

2.851¢ per kWh of metered usage, plus a Basic Service Charge of \$.70 per day and the applicable additional charges as specified on Sheet Nos. 6.020, 6.021, 6.022 and 6.023.

Continued to Sheet No. 6.820



FOURTH-FIFTH REVISED SHEET NO. 6.830
CANCELS ~~THIRD-FOURTH~~ SHEET NO. 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~~company, 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. Any customer transferring service to the LS-2 rate schedule from the LS-1 rate schedule shall continue the remaining primary initial term from LS-1 agreement. ~~The In-Place Value shall be defined by the value of the lighting Equipment when it was first put into service.~~

SPECIAL CONDITIONS:

On 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 2.851¢ per kWh of metered usage, plus a Basic Service Charge of \$.70 per day and the applicable additional charges as specified on Sheet Nos. 6.020, 6.021, 6.022 and 6.023

Continued to Sheet No. 6.835



~~FOURTH~~ FIFTH REVISED SHEET NO. 6.835
CANCELS ~~THIRD~~ FOURTH SHEET NO. 6.835

Continued from Sheet No. 6.830

MONTHLY RATE: The monthly charge shall be calculated by applying the monthly rate of 0.93% 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. The In-Place Value of any transferred LS-1 service shall be defined by the value of the lighting Equipment or its LED equivalent based on the average cost of a current installation.

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, bird deterrent devices, light trespass shields;
- ~~4.~~ bird deterrent devices;
- ~~5.~~ light trespass shields;
- ~~6-4.~~ light rotations;
- ~~7-5.~~ light pole relocations;
- ~~8-6.~~ devices required by local regulations to control the levels or duration of illumination including associated planning and engineering costs;
- ~~9-7.~~ removal and replacement of pavement required to install underground lighting cable equipment;
- ~~8.~~ directional boring;
- ~~10-9.~~ ground penetrating radar (GPR);
- ~~11-10.~~ specialized permitting that is incremental to a standard construction permit; and
- ~~11.~~ specialized design and engineering scope required by either the customer or by local code or ordinance that is unique to the requested work;
- ~~12.~~ custom maintenance of traffic permits;
- ~~13.~~ removal of non-standard pole bases; and
- ~~12-14.~~ blocked parking spaces resulting from construction or removal.-

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.

ENERGY CHARGE: For monthly energy served under this rate schedule, 2.851¢ per kWh.

FUEL CHARGE: See Sheet Nos. 6.020 and 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.022.

CAPACITY RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.

CLEAN ENERGY TRANSITION MECHANISM: See Sheet Nos. 6.023 and 6.025.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet Nos. 6.020 and 6.022.



~~FOURTH~~ FIFTH REVISED SHEET NO. 6.835
CANCELS ~~THIRD~~ FOURTH SHEET NO. 6.835

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet Nos. 6.021 and 6.023.



TWENTY-~~THIRD~~-~~FOURTH~~ REVISED SHEET NO. 7.010
 CANCELS TWENTY-~~SECOND~~-~~THIRD~~ REVISED SHEET NO.
 7.010

<u>STANDARD FORMS AND AGREEMENTS</u>	
Title	Sheet No.
Tariff Agreement for the Purchase of Industrial Load Management Rider Service	7.150
Bright Choices Outdoor Lighting Agreement	7.200
Bright Choices Outdoor Lighting Agreement – Small Residential	7.215
<u>Bright Choices Outdoor Lighting Agreement – Small Commercial</u>	<u>7.250</u>
Tariff Agreement for the Residential Guarantor Program	7.300
Tariff Agreement for the Provision of Load Management Service	7.510
Tariff Agreement for the Provision of Standby Generator Transfer Service	7.550
Tariff Agreement for the Purchase of Standby and Supplemental Service	7.600
Supplemental Tariff Agreement for the Purchase of Industrial Standby and Supplemental Load Management Rider Service	7.625
Service Agreement for Economic Development Rider	7.740
Contract Service Arrangement for the Provision of Service Under the Commercial/Industrial Service Rider	7.750
Facilities Rental Agreement	7.760
Tariff Agreement For The Residential Price Responsive Load Management Program	7.780
Application for Underground Service in an Overhead Area	7.800
Application for Relocation of Overhead Distribution Facilities	7.810
Application for Underground Service in an Underground Area	7.820
Underground Distribution Facilities Installation Agreement	7.830
Performance Guaranty Agreement	7.880
Performance Guaranty Agreement For Mining Facilities	7.915
Performance Guaranty Agreement For Residential Subdivision Development	7.950
<u>Application for Interconnection of Renewable Generator System</u>	<u>7.980</u>

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: January 1, 2022



~~FIRST-SECOND~~ REVISED SHEET NO. 7.215
 CANCELS ~~ORIGINAL-FIRST REVISED~~ SHEET NO. 7.215

Contract No:	
Work Request No:	
Billing Customer of Record:	
Billing Address:	
Tax ID#:	

TAMPA ELECTRIC COMPANY
BRIGHT CHOICES Outdoor Lighting Agreement – Small Residential

Pursuant to the terms and conditions set forth 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. This Agreement is available to customers seeking installation of lighting equipment costing less than ten thousand dollars (\$10,000) on residential property.

1. Scope of Work

The Company shall furnish, install, operate and maintain, 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"), subject to the availability of such Equipment, for the term of the Agreement..

2. System Design and Approval

If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days 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 customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking.

Continued to Sheet No. 7.220



ORIGINAL FIRST REVISED SHEET NO. 7.220
CANCELS ORIGINAL SHEET NO. 7.220

Continued from Sheet No. 7.215

The Equipment shall be repaired or replaced with the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.

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. Damages

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 or use of the Equipment 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.

4. Customer Information and Preparation

The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment 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. Customer shall be responsible for costs of custom sidewalk restoration displaced during construction or removal of Equipment, including but not limited to pavers and imprinted concrete sidewalks.

Continued to Sheet No. 7.225



~~FIRST SECOND~~ REVISED SHEET NO. 7.240
CANCELS ~~ORIGINAL FIRST~~ REVISED SHEET NO. 7.240

Continued from Sheet No. 7.235

15. Physical Alterations and Attachments

In no event shall the Customer, or any other Grantor, alter, place upon or attach, or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, 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 to Company, anything altered, placed, installed, or existing in violation of this paragraph with such removal cost being paid by the Customer.

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

16. Insurance

Customer, and/or Property Owner, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed 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.

17. 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.

18. 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 removal of any Equipment is the only practicable resolution of the objection, the Customer shall promptly pay the Company for removal costs for the portion of the Equipment that must be removed.

19. 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 not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company, in its sole discretion.

Continued to Sheet No. 7.245



ORIGINAL SHEET NO. 7.250

TAMPA ELECTRIC COMPANY
BRIGHT CHOICES Outdoor Lighting Agreement – Small Commercial

Pursuant to the terms and conditions set forth 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. This Agreement is available to customers seeking installation of lighting equipment costing less than twenty thousand dollars (\$20,000) on commercial property.

1. Scope of Work

The Company shall furnish, install, operate and maintain, 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”), subject to the availability of such Equipment for the term of the Agreement.

2. System Design and Approval

If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer’s preferences or preferred design.

If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days 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.

Page 1 of 7 Customer Initials: _____ Date: _____

Continued to Sheet No. 7.255

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.255

Continued from Sheet No. 7.250

The Customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking.

The Equipment shall be repaired or replaced with the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.

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. 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 or use of the equipment 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.

4. Customer Information and Preparation

The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment 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. Customer is responsible for cost of custom sidewalk restoration displaced during construction or removal of Equipment, including but not limited to pavers and imprinted concrete sidewalks.

5. 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, any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs, removal and replacement of pavement required to install underground lighting cable, and directional boring. 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.



ORIGINAL SHEET NO. 7.260

Continued from Sheet No. 7.255

6. Customer Contribution in Aid of Construction

The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$ _____ for _____. Refer to Section 5.2.6.1 of the Tampa Electric Tariff.

7. 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.

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.

8. Term

This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall continue on a month-to-month term (the "Term" as provided in the applicable Rate Schedule LS-1) 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 until terminated by either party upon providing the other party with thirty (30) days prior written notice of termination.

9. 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 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.

10 Indemnification

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

Page 3 of 7

Customer Initials: _____ Date: _____

Continued to Sheet No. 7.265

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.265

Continued from Sheet No. 2.650

to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, the "Company" shall be defined as Tampa Electric Company, its parent, Emera, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, and successor corporations.

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. Tree Trimming

Failure of the Customer to maintain adequate clearance (e.g. trees and vegetation) around the Equipment may cause illumination obstruction and/or a delay in requested repairs or required maintenance.

13. Termination, Removal

The Company may, at its option and on five (5) days written notice to Customer, terminate this agreement in the event that:

- (a) the Customer fails to pay the Company for any of the services provided herein;
- (b) the Customer violates the terms of this agreement;
- (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Customer pursuant to any federal or state bankruptcy law or similar federal or state law; or
- (d) a trustee or receiver is appointed to take possession of the Installation Site (or if Customer is a tenant at the Installation Site, tenant's interest in the Installation Site) and possession is not restored to Tenant within thirty (30) days.

14. Easements

The Property Owner, identified on the signature page hereto, covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner 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 Non-exclusive 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

Page 4 of 7

Customer Initials: _____ Date: _____

Continued to Sheet No. 7.265

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.270

Continued from Sheet No. 7.265

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 13 or expires pursuant to Paragraph 8, 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 Company shall not be responsible for any reasonable property damage caused at and around the Installation Site, arising from Company exercising its rights under this easement. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

15. Physical Alterations and Attachments

In no event shall the Customer, or any other Grantor, alter, place upon or attach or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, 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 to Company, anything altered, placed, installed, or existing in violation of this paragraph, with such removal cost being paid by the Customer.

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

16. Insurance

Customer and/or Property Owner, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed 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.

17. 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.

Page 5 of 7

Customer Initials: _____ Date: _____

Continued to Sheet No. 7.275

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.275

Continued from Sheet No. 7.270

18. 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 removal of any Equipment is the only practicable resolution of the objection, the Customer shall promptly pay the Company for removal costs for the portion of the Equipment that must be removed.

19. 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 not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company in its sole discretion.

20. 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.

Page 6 of 7

Customer Initials: _____ Date: _____

Continued to Sheet No. 7.280

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.280

Continued from Sheet No. 7.275

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:

Name (print):

Signature:

Date:

Phone #:

Email:

Tampa Electric Company
Representative:

By/Title:

Signature:

Department:

Date:

Property Owner:

By/Title:

Name (print):

Signature:

Date:

Phone #:

Email:

Tampa Electric Company Manager:

By/Title:

Signature:

Department:

Date:

Contract No. _____