

State of Florida



## Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-0850

**-M-E-M-O-R-A-N-D-U-M-**

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**DATE:** May 25, 2022

**TO:** Office of Commission Clerk (Teitzman)

**FROM:** Division of Economics (Hampson) *JGH*  
Office of the General Counsel (Stiller) *JSC*

**RE:** Docket No. 20220037-EI – Petition for approval of a new small commercial lighting tariff, by Tampa Electric Company.

**AGENDA:** 06/07/22 – Regular Agenda – Tariff Filing – Interested Persons May Participate

**COMMISSIONERS ASSIGNED:** All Commissioners

**PREHEARING OFFICER:** Administrative

**CRITICAL DATES:** 10/18/22 (8-Month Effective Date)

**SPECIAL INSTRUCTIONS:** None

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### Case Background

On February 18, 2022, Tampa Electric Company (TECO or utility) filed a petition for approval of a new Small Commercial Bright Choices Outdoor Lighting Agreement tariff (Small Commercial lighting agreement or proposed Agreement). The proposed Small Commercial lighting agreement would allow customers requesting the installation of less than \$20,000 of lighting equipment on commercial property to take lighting service on a month-to-month term. The proposed Agreement may be terminated by either party with 30 days' notice. TECO further proposes several modifications and clarifications to its current lighting tariffs.

TECO provides outdoor lighting service to customers under its Lighting Service (LS-1) tariff. The LS-1 tariff provides the lighting rates for all fixture and pole options. LS-1 customers are also required to sign a lighting agreement, which specifies the terms and conditions of lighting service. Prior to 2022, all customers taking service under TECO's LS-1 tariff were required to

sign the standard, Commission-approved Bright Choices Outdoor Lighting Agreement, which specifies a primary contract term of 10 years.

As a provision of TECO's 2021 rate case settlement agreement, the Commission approved a Small Residential lighting agreement effective January 1, 2022.<sup>1</sup> The Small Residential lighting agreement allows residential customers installing less than \$10,000 of lighting equipment to take service under the LS-1 tariff on a month-to-month term instead of a primary term of 10 years. Customers installing more than \$10,000 of lighting equipment on residential property are still required to sign the standard Bright Choices Outdoor Lighting Agreement.

This petition contains TECO's proposal for a counterpart Small Commercial lighting agreement. The proposed Agreement contains similar language to the Small Residential Lighting Agreement and would allow customers seeking installation of lighting equipment costing less than \$20,000 on commercial property to take service on a month-to-month term.

In Order No. PSC-2022-0140-PCO-EI, the Commission suspended the proposed tariffs to allow staff sufficient opportunity to review the petition and gather all pertinent information in order to present the Commission with an informed recommendation on the tariff proposals.<sup>2</sup> During the evaluation of the petition, staff issued two data requests to TECO and received responses on March 28, 2022, and April 26, 2022.<sup>3</sup> In response to staff's second data request, TECO filed revised tariff sheet Nos. 6.835 and 7.275 to clarify definitions and address questions raised by staff.<sup>4</sup>

Attachment A to this recommendation contains the proposed revised tariff sheets. The Commission has jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes (F.S.).

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<sup>1</sup> Order No. PSC-2021-0423-S-EI, issued November 10, 2021, in Docket No. 20210034-EI, *In re: Petition for rate increase by Tampa Electric Company*.

<sup>2</sup> Order No. PSC-2022-0140-PCO-EI, issued April 12, 2022, in Docket No. 20220037-EI, *In re: Petition for approval of a new small commercial lighting tariff, by Tampa Electric Company*.

<sup>3</sup> TECO's responses to staff's first data requests (DN 02105-2022), TECO's responses to staff's second data requests (DN 02624-2022).

<sup>4</sup> TECO's responses to staff's second data request, request No. 11.

## Discussion of Issues

**Issue 1:** Should the Commission approve TECO's petition for a new proposed Small Commercial Lighting Agreement and other proposed lighting tariff revisions?

**Recommendation:** Yes, the Commission should approve TECO's petition for a new proposed Agreement and other associated lighting tariff revisions. The proposed Agreement with a month-to-month term would benefit LS-1 customers seeking installation of lighting equipment costing less than \$20,000 on commercial property. The proposed tariff sheets are contained in Attachment A to this recommendation. The proposed tariffs should be effective upon the issuance of a consummating order. (Hampson)

**Staff Analysis:** The proposed Agreement is designed to provide commercial customers with more flexible terms than the 10-year term specified in the Bright Choices Outdoor Lighting Agreement. Under the proposed Agreement, customers requesting the installation of lighting equipment costing \$20,000 or less on commercial property would agree to lighting service on month-to-month terms and would be charged for lighting facilities pursuant to TECO's LS-1 tariffs. The terms of the proposed Agreement are consistent with the Commission-approved Small Residential lighting agreement.

TECO explained that the \$20,000 installation cost maximum for the proposed Agreement is based on a common unit and quantity of fixtures and poles for a typical small commercial application.<sup>5</sup> The utility also provided two examples for a typical small commercial lighting equipment installation costing approximately \$20,000.<sup>6</sup> For both overhead and underground service examples described, TECO stated that a typical installation would include between four and 12 fixture and pole units.

In the event a customer terminates the proposed Agreement in the short-term, TECO explained that there would be no impact to the general body of ratepayers. However, TECO stated that "there is an impact to lighting customers in the next rate proceeding as the cost of the facilities not producing revenues is included in the cost of service for all lighting customers if not removed." TECO further explained that the facilities would remain in place as a new customer taking over the property typically requests that the existing lights be turned on and the utility does not plan to utilize the proposed Agreement in situations where service would be temporary or seasonal.<sup>7</sup> If a new property owner requests removal of the lighting equipment, the equipment would either be salvaged or returned to stock for reuse.

Staff inquired regarding the amount of commercial lighting installations performed by TECO in the past year that were below the proposed \$20,000 maximum installation cost.<sup>8</sup> In response, the utility stated that it had performed a total of 140 installations for commercial customers in the year 2021, assuming that one lighting installation correlates to one lighting agreement. Of those 140 commercial lighting installations, 133, or 95 percent, had material costs less than \$20,000.

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<sup>5</sup> TECO's responses to staff's first data request, request No. 1.

<sup>6</sup> TECO's responses to staff's second data request, request No. 1.

<sup>7</sup> TECO's responses to staff's first data request No. 2 and second data request No. 8.

<sup>8</sup> TECO's responses to staff's second data request, request No. 2.

Furthermore, TECO explained that the average material cost of those 133 commercial lighting installations was \$2,190.

The proposed Agreement may be terminated by either party, after providing the other with 30 days' notice. In response to staff's second data request, the utility stated that there would be no removal costs or other fees for customers terminating the proposed Agreement, except in the event of light trespass.<sup>9</sup> If removal of any equipment is the only practicable resolution for a light trespass objection, the customer would be responsible for the removal costs for the equipment that must be removed.<sup>10</sup>

TECO explained that the proposed Agreement would also be available to commercial tenants.<sup>11</sup> This is consistent with TECO's Commission-approved standard Bright Choices Outdoor Lighting Agreement and Small Residential lighting agreement.

### **Other Lighting Tariff Revisions**

In addition to the proposed Agreement, TECO has proposed several modifications and clarifications to its current lighting tariffs. The main modifications are described below. None of the modifications affect the lighting rates and charges customers pay.

In its LS-1 tariffs (tariff sheet Nos. 6.800-6.821), TECO proposes to reopen a style of pole that was previously closed to new customers and modify the non-standard facilities and service section. The Round style light pole (Rate Code 523) was previously closed in 2017 at the request of the utility.<sup>12</sup> TECO explained that the Round style light pole was closed to new business because, at the time, there were few Round style light poles in service.<sup>13</sup> TECO now proposes to reopen this pole style at the request of the City of Tampa. The City of Tampa has selected the Round style light pole as a signature pole for expanded use.

Tariff sheet No. 6.815 lists certain non-standard lighting facilities and services that are not typically provided by TECO as a part of a lighting installation. As a result, the requesting customer is responsible for the costs associated with those facilities and services. TECO explained that the proposal to modify the list to make clarifying edits and include additional non-standard services was in response to frequent questions from customers.

In its Customer Specified Lighting Service (LS-2) tariffs (tariff sheet Nos. 6.830 and 6.835), TECO proposed to add a definition of in-place value for any customers transferring from LS-1 to LS-2 service. The LS-2 tariff is available to customers, at the option of the utility, requesting special fixtures or poles that are not available under the LS-1 tariff and to bill customers for the

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<sup>9</sup> TECO defines light trespass as "an unintentional and annoying intrusion of light onto a neighboring property." Order No. PSC-03-0417-TRF-EI, issued March 26, 2003, in Docket No. 20030122-EI, *In re: Petition for approval of revised lighting tariffs, by Tampa Electric Company*.

<sup>10</sup> TECO's responses to staff's second data request, request No. 4.

<sup>11</sup> TECO's responses to staff's second data request, request No. 5.

<sup>12</sup> Order No. PSC-2018-0106-TRF-EI, issued February 26, 2018, in Docket No. 20170198, *In re: Petition to close to new business all existing lighting rates and approve new LED lighting rates and tariffs, by Tampa Electric Company*.

<sup>13</sup> TECO's responses to staff's first data request, request No. 8.

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fixture and maintenance costs, TECO applies a monthly charge calculated by multiplying 0.93 percent of the in-place value of the facilities.

In its Small Residential lighting agreement (tariff sheet Nos. 7.215-7.245), TECO proposed the following tariff clarifications. First, TECO added a provision to indicate that during construction or removal of lighting equipment, the requesting customer is responsible for the costs of custom sidewalk restoration. Second, TECO clarified that the customer is responsible for any removal costs if the lighting installation becomes objectionable to other parties (other than the customer) and removal of the lighting is the only practicable resolution.

The proposed clarifications to the Small Residential lighting agreement have also been incorporated in the proposed Small Commercial lighting agreement. Staff has reviewed the modifications described above and believes they are reasonable.

### **Conclusion**

The Commission should approve TECO's petition for a new proposed Agreement and other associated lighting tariff revisions. The proposed Agreement with a month-to-month term would benefit LS-1 customers seeking installation of lighting equipment costing less than \$20,000 on commercial property. The proposed tariff sheets are contained in Attachment A to this recommendation. The proposed tariffs should be effective upon the issuance of a consummating order.

**Issue 2:** Should this docket be closed?

**Recommendation:** If a protest is filed within 21 days of the issuance of the order approving the proposed tariffs, the current tariffs should remain in effect pending resolution of the protest. If no timely protest is filed, the approved tariffs should go into effect, and the docket be closed, upon the issuance of a consummating order. (Stiller)

**Staff Analysis:** If a protest is filed within 21 days of the issuance of the order approving the proposed tariffs, the current tariffs should remain in effect pending resolution of the protest. If no timely protest is filed, the approved tariffs should go into effect, and the docket be closed, upon the issuance of a consummating order.



~~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

**ISSUED BY:** A. D. Collins, President

**DATE EFFECTIVE:** January 1, 2022



~~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

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1, 2022~~





~~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) <sup>(1)</sup>	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) <sup>(1)</sup>	35 ft, DB Concrete	UG	14.94	0.34
612	Standard (150 W or 100 - 150 ft span) <sup>(1)</sup>	35 ft, DB Concrete	UG	20.02	0.34
614	Standard (250 -400W or above 150 ft span) <sup>(1)</sup>	35 ft, DB Concrete	UG	30.22	0.34
596	Standard	40/45 ft, DB Concrete	UG	34.05	0.14
523	Round <sup>4+</sup>	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 <sup>(1)</sup>	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 <sup>(1)</sup>	PT, DB Aluminum	UG	21.00	1.10
581	Capitol <sup>(1)</sup>	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 <sup>(1)</sup>	PT, DB Aluminum	UG	23.17	1.10
587	Riviera <sup>(1)</sup>	PT, DB Aluminum	UG	24.46	1.10
589	Steel <sup>(1)</sup>	30 ft, AB Steel	UG	45.83	1.68
624	Fiber <sup>(1)</sup>	PT, DB Fiber	UG	9.74	1.30
582	Winston <sup>(1)</sup>	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

<sup>(1)</sup> Closed to new business

Continued from Sheet No. 6.815

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: ~~January 1, 2022~~



**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. gGround 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. cCustom maintenanceation 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

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**DATE EFFECTIVE:** January 1, 2022



~~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

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: January 1, 2022



~~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

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**DATE EFFECTIVE:** ~~January 1, 2022~~



**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. The in-Place Value of any new LS-2 service shall be defined by the value of the lighting equipment when it was first put in service.

**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
- ~~14-12.~~ 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.

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

<p><b><u>ENVIRONMENTAL RECOVERY CHARGE:</u></b> See Sheet Nos. 6.020 and 6.022.</p> <p><b><u>FLORIDA GROSS RECEIPTS TAX:</u></b> See Sheet No. 6.023.</p> <p><b><u>FRANCHISE FEE:</u></b> See Sheet No. 6.023.</p> <p><b><u>PAYMENT OF BILLS:</u></b> See Sheet No. 6.023.</p> <p><b><u>STORM PROTECTION PLAN RECOVERY CHARGE:</u></b> See Sheet Nos. 6.021 and 6.023.</p>
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TWENTY-~~THIRD~~-FOURTH REVISED SHEET NO. 7.010  
 CANCELS TWENTY-~~SECOND~~-THIRD REVISED SHEET NO. 7.010

**STANDARD FORMS AND AGREEMENTS**

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>

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

<del>Contract No:</del>	
<del>Work Request No:</del>	
<del>Billing Customer of Record:</del>	
<del>Billing Address:</del>	
<del>Tax ID#:</del>	

**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:** ~~January 31, 2022~~





**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

**ISSUED BY:** A. D. Collins, President

**DATE EFFECTIVE:** January 1, 2022



**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

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: January 1, 2022



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.

Page 2 of 7

Customer Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Continued to Sheet No. 7.260

**ISSUED BY: A. D. Collins, President**

**DATE EFFECTIVE:**



**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. -In the event of an Assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company's 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.

<u>Customer:</u> _____	<u>Tampa Electric Company</u>
<u>By/Title:</u> _____	<u>Representative:</u> _____
<u>Name (print):</u> _____	<u>Signature:</u> _____
<u>Signature:</u> _____	<u>Department:</u> _____
<u>Date:</u> _____	<u>Date:</u> _____
<u>Phone #:</u> _____	
<u>Email:</u> _____	

<u>Property Owner:</u> _____	<u>Tampa Electric Company Manager:</u>
<u>By/Title:</u> _____	<u>By/Title:</u> _____
<u>Name (print):</u> _____	<u>Signature:</u> _____
<u>Signature:</u> _____	<u>Department:</u> _____
<u>Date:</u> _____	<u>Date:</u> _____
<u>Phone #:</u> _____	
<u>Email:</u> _____	

Contract No. \_\_\_\_\_

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ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: