

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Street Lighting Agreement for Progress Energy

**DEPARTMENT:** Fiscal Services      **DIVISION:** MSBU

**AUTHORIZED BY:** Lisa Spriggs      **CONTACT:** Jennifer Bero      **EXT.** 7170

<b>Agenda Date</b> <u>09/23/03</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
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**MOTION/RECOMMENDATION:**

Approve and authorize the County Manager to execute a Street Lighting Agreement between Seminole County and Progress Energy for the installation of street lighting equipment in the Bear Gully Forest Street Lighting Municipal Service Benefit Unit.

**BACKGROUND:**

The Board of County Commissioners adopted the Consolidated Street Lighting District Ordinance during a public hearing held December 10, 2002. One of the Street Lighting Municipal Service Benefit Units this ordinance created was Bear Gully Forest, to be effective October 1, 2003. For the installation of street lights and poles to take place, Progress Energy requires the execution of a service agreement.

Request Board approval of the agreement and authorize the County Manager to execute the agreement.

<b>Reviewed by:</b>
Co Atty: _____
DFS: <u>RA</u>
Other: _____
DCM: <u>SS</u>
CM: <u>KL</u>
File No. <u>CFSM00</u>



# LIGHTING SERVICE APPLICATION

ACCOUNT NUMBER
<u>9823587327</u>
WORK REQUEST NUMBER
<u>1038185</u>
PROGRESS ENERGY CONTACT
<u>CECIL ROBERTS, Jr.</u>
DATE INSTALLED

CUSTOMER NAME: SEMINOLE COUNTY GOVERNMENT

SERVICE LOCATION(S): BEAR GULLY FOREST  
Streetlights

Application is hereby made to the Progress Energy (hereinafter called the Company or Progress Energy) for lighting service at the above location(s). Seminole County Government, (hereinafter called the Customer) requests and agrees on this 28 day of August, 2003 to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS-1, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC.

The Customer further understands that service under this rate shall be for an initial term of six (6) years and shall continue hereafter until terminated by either party upon written notice sixty (60) days prior to termination.

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

<u>Fixture Type</u>	<u># Installed</u>
Q 117	20
 <u>Pole Type</u>	 <u># Installed:</u>
35' CONCRETE	19

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

**Charges and Terms Accepted:**

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

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

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

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

**PROGRESS ENERGY**

By: Cecil Roberts, Jr.  
(Signature)

\_\_\_\_\_  
Cecil Roberts, Jr.

(Print or type name)

Title: Service Coordinator

**Rate per Month:**

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

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

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

**Additional Charges:**

Certain additional charges may also apply to the installation.

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

These charges are normally revised on an annual basis. Please see attached Sheet Numbers 6.105 and 6.106 for details.

**THE CUSTOMER AGREES:**

- To purchase from Progress Energy all of the electric energy used for the operation of the Lighting System.
- To be responsible for paying, when due, all bills rendered by Progress Energy pursuant to Progress Energy's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Agreement.
- Be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

**IT IS MUTUALLY AGREED THAT:**

- Progress Energy, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.
- Installation shall be made only when, in the judgment of Progress Energy, the location and the type of the facilities are, and will continue to be, easily and economically accessible to Progress Energy equipment and personnel for both construction and maintenance.
- Modification of the facilities provided by Progress Energy under this Agreement may only be made through the execution of an additional Agreement delineating the modifications to be accomplished.
- Progress Energy will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of Progress Energy's lighting facilities.
- Progress Energy may, at any time; substitute for any luminaire/lamp installed hereunder-another luminaire/lamp, which shall be of at least equal illuminating capacity and efficiency.
- The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole that has been willfully damaged. Progress Energy shall not be required to make such repair or replacement prior to payment by the Customer for damage.
- This agreement shall be for a term of six (6) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized. At the end of the term of service, a new Agreement will be required.
- Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, Progress Energy may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of Progress Energy to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by Progress Energy, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Agreement by giving Progress Energy at least sixty (60) days advance written notice to Progress Energy. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.
- In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this agreement are to be assigned to a third party, upon the written consent of Progress Energy, this Agreement may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by Progress Energy.
- This Agreement supersedes all previous Agreements or representations, either written oral or otherwise between the Customer and Progress Energy, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by Progress Energy to third parties.
- This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Progress Energy.
- This agreement is subject to Progress Energy's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the Progress Energy Tariff for Retail Services, the provisions of Progress Energy's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

**RATE SCHEDULE BA-1  
 BILLING ADJUSTMENTS**
**Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

COST RECOVERY FACTORS ¢/kWh						
Rate Schedule/ Metering Level	Fuel <sup>(1)</sup>			ECCR (2)	CCR (3)	ECRC (4)
	Levelized	On-Peak	Off-Peak			
RS-1, RST-1, RSL-1, RSL-2, RSS-1 (Sec.)	2.741	3.341	2.481	0.189	1.100	0.014
GS-1, GST-1 Secondary	2.741	3.341	2.481	0.150	0.825	0.012
Primary	2.714	3.308	2.456	0.149	0.817	0.012
Transmission	2.687	3.275	2.432	0.147	0.809	0.012
GS-2 (Sec.)	2.741	-	-	0.119	0.605	0.005
GSD-1, GSDT-1, SS-1 Secondary	2.741	3.341	2.481	0.134	0.716	0.008
Primary	2.714	3.308	2.456	0.133	0.710	0.008
Transmission	2.687	3.275	2.432	0.131	0.702	0.008
CS-1, CST-1, CS-2, CST-2, SS-3 Secondary	2.741	3.341	2.481	0.105	0.510	0.010
Primary	2.714	3.308	2.456	0.104	0.505	0.010
Transmission	2.687	3.275	2.432	0.103	0.500	0.010
IS-1, IST-1, IS-2, IST-2, SS-2 Secondary	2.741	3.341	2.481	0.117	0.594	0.007
Primary	2.714	3.308	2.456	0.116	0.588	0.007
Transmission	2.687	3.275	2.432	0.115	0.582	0.007
LS-1 (Sec.)	2.642	-	-	0.058	0.175	0.011
GSLM-1, GSLM-2	See appropriate General Service rate schedule					

**(1) Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are normally determined annually by the Florida Public Service Commission for the billing months of January through December. These Factors are designed to recover the costs of fuel and purchased power (other than capacity payments) incurred by the Company to provide electric service to its customers and are adjusted to reflect changes in these costs from one period to the next. Revisions to the Fuel Cost Recovery Factors within the described period may be determined in the event of a significant change in costs.

**(2) Energy Conservation Cost Recovery Factor:**

The Energy Conservation Cost Recovery (ECCR) Factor applicable to the Energy Charge under the Company's various rate schedules is normally determined annually by the Florida Public Service Commission for twelve-month periods beginning with the billing month of January. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs and is adjusted to reflect changes in these costs from one twelve-month period to the next.

(Continued on Page No. 2)

**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**  
(Continued from Page 1)**(3) Capacity Cost Recovery Factor:**

The Capacity Cost Recovery (CCR) Factors applicable to the Energy Charge under the Company's various rate schedules are normally determined annually by the Florida Public Service Commission for the billing months of January through December. This factor is designed to recover the cost of capacity payments made by the Company for off-system capacity and is adjusted to reflect changes in these costs from one period to the next.

**(4) Environmental Cost Recovery Clause Factor:**

The Environmental Cost Recovery Clause (ECRC) Factors applicable to the Energy Charge under the Company's various rate schedules are normally determined annually by the Florida Public Service Commission for the billing months of January through December. This factor is designed to recover environmental compliance costs incurred by the Company and is adjusted to reflect changes in these costs from one period to the next.

**Gross Receipts Tax Factor:**

In accordance with Section 203.01 of the Florida Statutes, a factor of 2.5641% is applicable to electric sales charges for collection of the state gross receipts tax.

**Right-of-Way Utilization Fee:**

A Right-of-Way Utilization Fee is applied to the charges for electric service (exclusive of any Municipal, County, or State Sales Tax) provided to customers within the jurisdictional limits of each municipal or county governmental body or any unit of special-purpose government or other entity with authority requiring the payment of a franchise fee, tax, charge, or other imposition whether in money, service, or other things of value for utilization of rights-of-way for location of Company distribution or transmission facilities. The Right-of-Way Utilization Fee shall be determined in a negotiated agreement (i.e., franchise and other agreements) in a manner which reflects the Company's payments to a governmental body or other entity with authority plus the appropriate gross receipts taxes and regulatory assessment fees resulting from such additional revenue. The Right-of-Way Utilization Fee is added to the charges for electric service prior to the application of any appropriate taxes.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law. No municipal tax shall apply to fuel charges in excess of 0.699¢/kWh.

**Sales Tax:**

A State Sales Tax is applied to the charge for electric service and equipment rental provided to all non-residential customers (unless a qualified sales tax exemption status is on record with the Company). The State Sales Tax shall be determined in accordance with the State's sales tax laws. The amount collected by the Company shall be remitted to the State in the manner required by law. In those counties that have enacted a County Discretionary Sales Surtax, such tax shall be applied and paid in a like manner.

**Governmental Undergrounding Fee:**

Applicable to customers located in a designated Underground Assessment Area within a local government (a municipality or a county) that requires the Company to collect a Governmental Undergrounding Fee from such customers to recover the local government's costs of converting overhead electric distribution facilities to underground facilities. The Governmental Undergrounding Fee billed to a customer's account shall not exceed the lesser of (i) 15 percent of a customer's total net electric service charges, or (ii) a maximum monthly amount of \$30 for residential customers and \$50 for each 5,000 kilowatt-hour increment of consumption for commercial/industrial customers, unless the Commission approves a higher percentage or maximum monthly amount. The maximum monthly amount shall apply to each line of billing in the case of a customer receiving a single bill for multiple service points, and to each occupancy unit in the case of a master metered customer. The Governmental Undergrounding Fee shall be calculated on the customer's charges for electric service before the addition of any applicable taxes.