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COMMISSION GLERK

June 23, 2005

Bianca Bayo Director Division of the Commission Clerk and Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

replace those mailed on May 27, 2005. We regret the inconvenience.

Enclosed please find the new CHELCO rates, with the corrected page numbers, to

Dear Ms. Bayo:

CMP _____ COM _____ CTR _____ ECR ILAI GCL _____ GCL _____ OPC _____ MMS _____ RCA _____ SCR _____ SEC ____

Respectfully,

JESmith

J.E. Smith CEO and General Manager

Enclosures

CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.

OTH ____

Post Office Box 512 DeFuniak Springs, Florida 32435

Phone 850.892.2111 Toll-Free 800.342.0990 Fax 850.892.9560 Web www.chelco.com



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FPSC-COMMISSION CLER

SECOND REVISED SHEET NO. 14.0 CANCELLING FIRST REVISED SHEET NO. 14.0

NAME OF UTILITY ______ CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.

GENERAL AREA LIGHTING SERVICE

SCHEDULE GAL

AVAILABILITY - Available throughout the area served by the Cooperative where the customer has an existing service.

APPLICABILITY – Applicable to customers who require one or two lights for the illumination of lots, driveways, yards, and other outdoor areas. Under certain circumstances, where lights are located in areas that are inaccessible to the Cooperative, customers requiring more than two lights may be served under this rate schedule.

CONDITIONS OF SERVICE - The Cooperative will provide, own and maintain the lighting equipment, as hereinafter described, and will furnish the electrical energy to operate such equipment. Service hereunder includes regular maintenance and lamp replacement, but not vandalism. Service may be discontinued at the option of the Cooperative if vandalism costs are not reimbursed by the member. Service under this rate schedule will be available on an automatically controlled dusk-to-dawn every-night schedule. Service is available only to the types of lighting units specified herein. The Cooperative does not warrant or guarantee that the service provided hereunder shall meet any lighting standard, including, but not limited to, the location of the facilities and the illumination provided. Neither does the Cooperative guarantee or insure continuous and uninterrupted service. The Cooperative reserves the right to interrupt service at any time for necessary repairs to lines or equipment whether directly or indirectly associated with the service provided hereunder.

LIMITATIONS - Subject to all of the rules and regulations of this tariff and general rules and regulations of the Cooperative. Standby or resales service not permitted.

MONTHLY RATE

100 watt hps Outdoor Light mounted on existing Pole	8,550 lumens - \$ 5.56
400 watt Flood Light mounted on existing pole	45,000 lumens - \$11.91

POLE CHARGE

30' pole if required, up to 100' of conductor

\$4.10

TERMS OF PAYMENT – See "Terms of Payment" on Sheet No. 21.0.

Issued by: James E. Smith CEO and General Manager

NAME OF UTILITY CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.

(Continued from Sheet No. 14.0)

<u>WHOLESALE POWER ADJUSTMENT</u> – See "Wholesale Power Adjustment Clause" on Sheet No. 18.0

Wholesale Power Adjustment shall be determined by the following tables:

Lumens	Type	<u>KWH Per Month</u>
8,550	100 watt H/P Sodium Vapor	40
45,000	400 watt Flood Light	144

TAXES – See "Tax Adjustments" on Sheet No. 19.0.

TERMS AND CONDITIONS

- 1. Cooperative will furnish and install the lighting unit complete with lamp, fixture or luminaire, and control device, on an existing pole. The Cooperative disclaims all warranties, express or implied, including any implied warranties or merchantability, fitness for use, fitness for particular purpose, or the adequacy, sufficiency, or appropriateness of the lighting system for purposes of safety, security, or other illumination.
- 2. The above rates contemplate installation on an existing pole in the Cooperative's system. If the location of an existing pole is not suitable for the installation of a lighting unit, the Cooperative will install any additional poles with up to 100 feet of conductor for the support of such unit at the price specified in the tariff. If additional facilities (such as an additional transformer) or expenditures are required, including any additional cost to break pavement or remove rock, the customer shall make a non-refundable cash contribution equivalent to the excess costs. The Cooperative may decline to install equipment and provide service in locations deemed by the Cooperative to be unsuitable.
- 3. All lighting units and conductors installed in accordance herewith shall be the property of the Cooperative, and the Cooperative shall have access to the same for maintenance, inspection and all other proper purposes. The Cooperative shall have the right to make other attachments to the poles and to further extend the conductor installed in accordance herewith when necessary for the further extension of its electric service.
- 4. If any permit is required from municipal or other governmental authority with respect to the installation and use of any of the lighting units served hereunder, it will be the responsibility of the customer to obtain such permit.

Issued by: James E. Smith CEO and General Manager

(Continued from Sheet No. 14.1)

- 5. The customer shall be responsible for reporting outages and other operating faults, and the Cooperative will undertake to service the lighting equipment within the time required by Florida Statute after such notification by the customer, except in the case of major weather related or other catastrophic events. In cases where access to the light is inhibited, the customer must make arrangements for the Cooperative to gain access to the light before the light can be serviced.
- 6. The customer will exercise proper care to protect the property of the Cooperative on his premises, and in the event of loss or damage to the Cooperative's property arising from the negligence of the customer, the cost of the necessary repair or replacement shall be paid by the customer. The Cooperative may decline to install equipment and provide service in locations where, in the Cooperatives judgment, such equipment will be subject to unusual hazards or risk of damage.
- 7. Contracts for service shall have a minimum fixed term of five years, and shall continue from month to month after such minimum fixed term until terminated by either party giving thirty days notice to the other. The Cooperative shall have the right at any time to discontinue service for non-payment of bills or other causes set forth in its General Rules and Regulations. Upon permanent discontinuance of service, lighting units and other equipment will be removed.
- 8. Before agreeing to install lighting units, the Cooperative may require reasonable assurance that the interest of the applicant for service will continue for a minimum fixed contract term or that the service will be continued by another party after the interest of the original applicant has terminated.
- 9. The customer shall not attach any additional electricity using devices or other customer owned equipment (such as signs or sporting equipment) to the poles or fixtures.
- 10. Relocation of outdoor lights is permitted, provided the member pays to the Cooperative the actual cost of relocating the light, with the minimum charge being \$75.00.

Issued by: James E. Smith CEO and General Manager

SECOND REVISED SHEET NO. 15.0 CANCELLING FIRST REVISED SHEET NO. 15.0

NAME OF UTILITY

CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.

PRIVATE AREA LIGHTING SERVICE

SCHEDULE PAL

<u>AVAILABILITY</u> – Available throughout the area served by the Cooperative.

<u>APPLICABILITY</u> – Applicable to non-governmental customers who require three or more lights for the illumination of streets, lots, driveways, yards, and other outdoor areas.

<u>CONDITIONS OF SERVICE</u> – The Cooperative will provide, own and maintain the lighting equipment, as hereinafter described, and will furnish the electrical energy to operate such equipment. Service hereunder includes regular maintenance and lamp replacement, but not vandalism. Service may be discontinued at the option of the Cooperative if vandalism costs are not reimbursed by the member. Service under this rate schedule will be available on an automatically controlled dusk-to-dawn every-night schedule. Service is available only to the types of lighting units specified herein. The Cooperative does not warrant or guarantee that the service provided hereunder shall meet any lighting standard, including, but not limited to, the location of the facilities and the illumination provided. Neither does the Cooperative guarantee or insure continuous and uninterrupted service. The Cooperative reserves the right to interrupt service at any time for necessary repairs to lines or equipment whether directly or indirectly associated with the service provided hereunder.

<u>LIMITATIONS</u> – Subject to all of the rules and regulations of this tariff and general rules and regulations of the Cooperative. Standby or resales service not permitted.

MONTHLY RATE

100 watt hps Carriage Style, 20' Fiberglass Pole	8,550 lumens - \$13.33
100 watt hps Acorn Style, 15' Concrete Pole	8,550 lumens - \$23.69
100 watt hps Shoebox Style, 15' Fiberglass Pole	8,550 lumens - \$16.63
100 watt hps Cobra Head Style, 23' Oval Street Lighting Pole	8,550 lumens - \$13.55
100 watt hps Arlington Style, 15' Concrete Pole	8,550 lumens - \$25.02
100 watt hps Praug Style, 15' Concrete Pole	8,550 lumens - \$26.33
100 watt hps Outdoor Light, Existing Pole	8,550 lumens - \$ 5.66

ADDITIONAL OPTIONS

40' Wood Pole, up to 100' conductor, used with Outdoor Light	\$ 5.71
35' Wood Pole, up to 100' conductor, used with Outdoor Light	\$ 4.75
30' Wood Pole, up to 100' conductor, used with Outdoor Light	\$ 4.26
23' Metal Pole, up to 100' conductor, used with Outdoor Light	\$ 7.79
Overhead Transformer	\$ 4.31

Issued by: James E. Smith CEO and General Manager

NAME OF UTILITY _____ CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.

(Continued from Sheet No. 15.0)

<u>TERMS OF PAYMENT</u> – See "Terms of Payment" on Sheet No. 21.0.

<u>WHOLESALE POWER ADJUSTMENT</u> – See "Wholesale Power Adjustment Clause" on Sheet No. 18.0

Wholesale Power Adjustment shall be determined by the following tables:

Lumens	Type	KWH Per Month
8,550	100 watt H/P Sodium Vapor	40

TAXES – See "Tax Adjustments" on Sheet No. 19.0.

TERMS AND CONDITIONS

- 1. Customer shall furnish plans and schematics for area lighting design. The Cooperative assumes no responsibility or liability for the adequacy of the customer's lighting design.
- 2. Cooperative will furnish and install the lighting unit complete with lamp, fixture or luminaire, control device, and pole to implement the customer's lighting design. The Cooperative disclaims all warranties, express or implied, including any implied warranties or merchantability, fitness for use, fitness for particular purpose, or the adequacy, sufficiency, or appropriateness of the lighting system for purposes of safety, security, or other illumination.
- 3. The above rates for underground service contemplate a normal installation of not more than 100 feet of conductor per unit measured from existing transformers. If additional facilities are required, the customer shall make a non-refundable cash contribution equivalent to the installed cost of the excess facilities. The Cooperative, in its sole judgment, shall determine whether or not service can be provided.
- 4. Any modification to existing lighting structures (such as painting) will require approval in writing by the Cooperative prior to execution. Maintenance of such modification shall be the responsibility of the customer.
- 5. All lighting units, poles and conductors installed in accordance herewith shall be the property of the Cooperative, and the Cooperative shall have access to the same for maintenance, inspection and all other proper purposes. The Cooperative shall have the right to make other attachments to the poles and to further extend the conductor installed in accordance herewith when necessary for the further extension of its electric service.

Issued by: James E. Smith

CEO and General Manager

Effective: July 1, 2005 ORIGINAL SHEET NO. 15.2

NAME OF UTILITY CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.

(Continued from Sheet No. 15.1)

- 6. If any permit is required from municipal or other governmental authority with respect to the installation and use of any of the lighting units served hereunder, it will be the responsibility of the customer to obtain such permit.
- 7. Cooperative will perform periodic inspection of the lighting fixture to determine that the bulb is operational, except where Cooperative does not have readily available access to the lighting fixture. However, the customer shall be responsible for reporting outages and other operating faults, and the Cooperative will undertake to service the lighting equipment within time required by Florida Statute after such notification by the customer.
- 8. The customer will exercise proper care to protect the property of the Cooperative on his premises, and in the event of loss or damage to the Cooperative's property arising from the negligence of the customer, the cost of the necessary repair or replacement shall be paid by the customer. The Cooperative may decline to install equipment and provide service in locations where, in the Cooperative's judgment, such equipment will be subject to unusual hazards or risk of damage.
- 9. Contracts for service shall have a minimum fixed term of five years, and shall continue from month to month after such minimum fixed term until terminated by either party giving thirty days notice to the other. The Cooperative shall have the right at any time to discontinue service for non-payment of bills or other causes set forth in its General Rules and Regulations. Upon permanent discontinuance of service, lighting units and other equipment will be removed.
- 10. Before agreeing to install lighting units the Cooperative may require reasonable assurance that the interest of the applicant for service will continue for a minimum fixed contract term or that the service will be continued by another party after the interest of the original applicant has terminated.
- 11. The customer shall not attach any additional electricity using devices or other customer owned equipment (such as signs or sporting equipment) to the poles or fixtures.
- 12. Relocation of outdoor lights is permitted, provided the member pays to the Cooperative the actual cost of relocating the light, with the minimum charge being \$100.00.

SECOND REVISED SHEET NO. 16.0 CANCELLING FIRST REVISED SHEET NO. 16.0

NAME OF UTILITY _____ CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.

PUBLIC STREET LIGHTING SERVICE

SCHEDULE PSL

AVAILABILITY – Available throughout the area served by the Cooperative.

APPLICABILITY - Applicable to Municipal, County, State and Federal governments, including divisions thereof, and other bodies politic which have the authority to levy and collect general taxes, for the lighting of public streets and roads, public parks and other outdoor locations open to and reserved for general public use.

CONDITIONS OF SERVICE - The below rate includes the furnishing of energy and standard fixtures with the light installed on an existing structure with acceptable voltage. Service hereunder includes regular maintenance and lamp replacement, but not vandalism. Service may be discontinued at the option of the Cooperative if vandalism costs are not reimbursed by the member. Service under this rate schedule will be available on an automatically controlled duskto-dawn every-night schedule. Service is available only to the types of lighting units specified herein. The Cooperative does not warrant or guarantee that the service provided hereunder shall meet any lighting standard, including, but not limited to, the location of the facilities and the illumination provided. Neither does the Cooperative guarantee or insure continuous and uninterrupted service. The Cooperative reserves the right to interrupt service at any time for necessary repairs to lines or equipment whether directly or indirectly associated with the service provided hereunder.

LIMITATIONS - Subject to all of the rules and regulations of this tariff and general rules and regulations of the Cooperative. Standby or resales service not permitted.

MONTHLY RATE

100 watt hps Outdoor Light 100 watt hps Cobra Head Style 400 watt hps Cobra Head Style 400 watt Flood Light mounted on existing pole

8,550 lumens - \$ 5.66 8,550 lumens - \$ 5.98 45,000 lumens - \$11.80 45,000 lumens - \$12.01

ADDITIONAL OPTIONS

40' Wood Pole, up to 100' conductor	\$ 5.71
35' Wood Pole, up to 100' conductor	\$ 4.75
30' Wood Pole, up to 100' conductor	\$ 4.26
23' Metal Pole, up to 100' conductor	\$ 7.79
Overhead Transformer	\$ 4.31

Issued by: James E. Smith CEO and General Manager

NAME OF UTILITY CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.

(Continued from Sheet No. 16.0)

TERMS OF PAYMENT – See "Terms of Payment" on Sheet No. 21.0.

<u>WHOLESALE POWER ADJUSTMENT</u> – See "Wholesale Power Adjustment Clause" on Sheet No. 18.0

Wholesale Power Adjustment shall be determined by the following tables:

Lumens	Туре	KWH Per Month
8,550	100 watt H/P Sodium Vapor	40
45,000	400 watt H/P Sodium Vapor	144

TAXES – See "Tax Adjustments" on Sheet No. 19.0.

TERMS AND CONDITIONS

- 1. Customer shall furnish plans and schematics for area lighting design. The Cooperative assumes no responsibility or liability for the adequacy of the customer's lighting design.
- 2. Cooperative will furnish and install the lighting unit complete with lamp, fixture or luminaire, control device, and pole to implement the customer's lighting design. The Cooperative disclaims all warranties, express or implied, including any implied warranties or merchantability, fitness for use, fitness for particular purpose, or the adequacy, sufficiency, or appropriateness of the lighting system for purposes of safety, security, or other illumination.
- 3. The above rates for underground service contemplate a normal installation of not more than 100 feet of conductor per unit. If additional facilities are required, the customer shall make a non-refundable cash contribution equivalent to the installed cost of the excess facilities. The Cooperative, in its sole judgment, shall determine whether or not service can be provided.
- 4. Any modification to existing lighting structures (such as painting) will require approval in writing by the Cooperative prior to execution. Maintenance of such modification shall be the responsibility of the customer.
- 5. All lighting units, poles and conductors installed in accordance herewith shall be the property of the Cooperative, and the Cooperative shall have access to the same for maintenance, inspection and all other proper purposes. The Cooperative shall have the right to make other attachments to the poles and to further extend the conductor installed in accordance herewith when necessary for the further extension of its electric service.

Issued by: James E. Smith CEO and General Manager

(Continued from Sheet No.16.1)

- 6. If any permit is required from municipal or other governmental authority with respect to the installation and use of any of the lighting units served hereunder, it will be the responsibility of the customer to obtain such permit.
- 7. Cooperative will perform periodic inspection of the lighting fixture to determine that the bulb is operational. However, the customer shall be responsible for reporting outages and other operating faults, and the Cooperative will undertake to service the lighting equipment within the time required by Florida Statute after such notification by the customer, except where permission must be obtained from a governmental agency to access the lights.
- 8. The customer will exercise proper care to protect the property of the Cooperative, and in the event of loss or damage to the Cooperative's property arising from the negligence of the customer, the cost of the necessary repair or replacement shall be paid by the customer. The Cooperative may decline to install equipment and provide service in locations where, in the Cooperatives judgment, such equipment will be subject to unusual hazards or risk of damage.
- 9. Contracts for service shall have a minimum fixed term of five years, and shall continue from month to month after such minimum fixed term until terminated by either party giving thirty days notice to the other. The Cooperative shall have the right at any time to discontinue service for non-payment of bills or other causes set forth in its General Rules and Regulations. Upon permanent discontinuance of service, lighting units and other equipment will be removed.
- 10. The customer shall not attach any additional electricity using devises or other customer owned equipment (such as signs or sporting equipment) to the poles or fixtures. Such devises may be attached with prior written consent from the Cooperative.
- 11. Relocation of outdoor lights is permitted, provided the member pays to the Cooperative the actual cost of relocating the light, with the minimum charge being \$100.00.

Issued by: James E. Smith CEO and General Manager