

ORIGINAL



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COMMISSION
CLERK

January 11, 2007

Ms. Blanca S. Bayó, Director
Division of Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: *Petition to Amend Rate Schedules SC-1 and LS-1 by Progress Energy
Florida, Inc.; Docket No. 070040 - E1*

Dear Ms. Bayó:

Please find enclosed for filing Progress Energy Florida, Inc.'s petition to amend rate schedules SC-1 and LS-1. Attached to the petition is "Composite Exhibit A" which contains ten (10) clean copies and one (1) legislative copy of the tariff revisions.

Thank you for your assistance with this matter. Should you have any questions, please feel free to call me at (727) 820-5184.

Sincerely,

John T. Burnett Lms
John T. Burnett

*Original Tariff forwarded
to ECK.*

JTB/lms
Enclosures

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

Progress Energy Florida, Inc.
106 E. College Avenue
Suite 800
Tallahassee, FL 32301

DOCUMENT NUMBER - DATE

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FPSC-COMMISSION CLERK

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Progress Energy
Florida, Inc. to Amend Rate
Schedules SC-1 and LS-1.

Docket No.: 070040-E1

Submitted for filing:
January 11, 2007

PETITION

Progress Energy Florida, Inc. ("PEF"), hereby petitions the Commission for approval to amend Rate Schedule SC-1 related to company service charges for lighting services and Rate Schedule LS-1 related to lighting services. A copy of the proposed revised rate schedules in legislative and final format is attached hereto as Composite Exhibit A. In support of its Petition, PEF states as follows:

1. PEF is a public utility subject to the jurisdiction of the Commission under Chapter 366, Florida Statutes. PEF's General Offices are located at 100 Central Avenue, St. Petersburg, FL 33701.

2. All notices, pleadings and other communications required to be served on petitioner should be directed to:

John T. Burnett, Esquire
Post Office Box 14042
St. Petersburg, FL 33733-4042
Telephone: (727) 820-5184
Facsimile: (727) 820-5249

For express deliveries by private courier, the address is:

100 Central Avenue
Suite CX1D
St. Petersburg, FL 33701

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

3. Rate Schedule SC-1 (“SC-1”) is PEF’s service charges tariff. Subsections 4 and 5 of SC-1 respectively allow PEF to charge \$40.00 for reconnection of service during normal business hours and \$50.00 for reconnection of service outside of normal business hours after disconnection for nonpayment or for violation of Company or Commission rules. In this petition, PEF seeks to modify Subsections 4 and 5, effective April 1, 2007, to allow PEF to assess these charges for each lighting installation on an account where such reconnection relates to lighting services. PEF requests these modifications to account for the fact that where a customer has multiple lighting fixtures on an account, PEF is only paid one reconnection charge under the current SC-1, when in fact; PEF may have to reconnect multiple lights each time service is discontinued for non-payment or rule violations.

4. Rate Schedule LS-1 (“LS-1”) is PEF’s lighting service tariff. In this petition, PEF requests that effective April 1, 2007, new service under LS-1 be restricted to PEF-owned, non-metered lighting and metered roadway lighting of federal, state and local governmental entities who use such lighting services for the benefit of their constituents. All other new service for lighting would be served under the otherwise applicable general service rate schedule. PEF requests this change because PEF’s LS-1 rate is based on “dusk to dawn” usage only and under the current LS-1 tariff, PEF cannot control whether or not other electrical use might occur once a service is installed for customer-owned lighting, nor can PEF control whether such lighting will remain as a “dusk to dawn” system.

WHEREFORE, PEF respectfully requests that the Commission grant this petition and approve the amendments to SC-1 and LS-1 as set forth in Composite Exhibit A.

Respectfully submitted,

PROGRESS ENERGY FLORIDA, INC.

s/ John T. Burnett Lms

John T. Burnett

Fla. Bar No. 173304

Associate General Counsel

Progress Energy Service Company, LLC

Post Office Box 14042

St. Petersburg, FL 33733-4042

Telephone: (727) 820-5184

Facsimile: (727) 820-5249

Attorney for Progress Energy Florida, Inc.

Composite Exhibit A

Rate Schedules SC-1 and LS-1

(Clean Copies)

**RATE SCHEDULES SC-1
SERVICE CHARGES****Establishment of Service:**

A service charge shall be made for each establishment or re-establishment of service. This charge shall apply to each new service connection, service reconnection and transfer of account from one occupant to another. It shall also apply to reconnections after disconnection for non-payment or violation of Company or Florida Public Service Commission (Commission) Rules.

1. A charge of \$61.00 will be made for initial establishment of service to a premise.
2. A charge of \$28.00 will be made for each subsequent re-establishment of service to said premise.
3. A charge of \$10.00 will be made for each subsequent re-establishment of service to said premise where the customer has a Leave Service Active (LSA) agreement on file.
4. A charge of \$40.00 will be made for the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules where such reconnection is performed during normal working hours (M-F, 7AM-7PM). For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.
5. A charge of \$50.00 will be made for the reconnection of service for nonpayment or violation of Company or Commission Rules where such reconnection is performed outside of normal working hours. For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.
6. Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5%, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies and instrumentalities at a rate no greater than allowed, and in a manner permitted by applicable law.

The Company shall have the discretion to waive any of the foregoing charges that would otherwise apply to customers as a consequence of significant damage to their premises caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

Returned Check Charge:

A service charge as allowed by Florida Statute 68.065 shall be added to the Customer's bill for electric service for each check or draft dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the returned check charge.

**RATE SCHEDULE LS-1
 LIGHTING SERVICE**
Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer for the sole purpose of lighting roadways or other outdoor land use areas; served from either Company or customer owned fixtures of the type available under this rate schedule. 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.

Effective April 1, 2007, new service under this rate schedule is restricted to Company-owned non-metered lighting and metered roadway lighting of federal, state and local governmental entities. All other new service for lighting will be served under the otherwise applicable general service rate schedule.

Character of Service:

Continuous dusk to dawn automatically controlled lighting service (i.e. photoelectric cell); alternating current, 60 cycle, single phase, at the Company's standard voltage available.

Limitation of Service:

Availability of certain fixture or pole types at a location may be restricted due to accessibility.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations Governing Electric Service."

Rate Per Month:
Customer Charge:

Unmetered: \$ 1.09 per line of billing
 Metered: \$ 3.13 per line of billing

Energy and Demand Charge:

Non-Fuel Energy Charge: 1.446¢ per kWh
 Plus the Cost Recovery Factors listed in
 Rate Schedule BA-1, *Billing Adjustments*,
 except the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

Per Unit Charges:
I. Fixtures:

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
Incandescent: ¹							
110	Roadway	1,000	105	32	\$0.94	\$3.73	\$0.46
115	Roadway	2,500	205	66	1.48	3.36	0.95
170	Post Top	2,500	205	72	18.69	3.36	1.04
Mercury Vapor: ¹							
205	Open Bottom	4,000	100	44	\$2.34	\$1.65	\$0.64
210	Roadway	4,000	100	44	2.70	1.65	0.64
215	Post Top	4,000	100	44	3.18	1.65	0.64
220	Roadway	8,000	175	71	3.06	1.62	1.03
225	Open Bottom	8,000	175	71	2.29	1.62	1.03
235	Roadway	21,000	400	158	3.70	1.66	2.28
240	Roadway	62,000	1,000	386	4.85	1.63	5.58
245	Flood	21,000	400	158	4.85	1.66	2.28
250	Flood	62,000	1,000	386	5.68	1.63	5.58

(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Manager, Utility Regulatory Planning

EFFECTIVE: April 1, 2007

**RATE SCHEDULE LS-1
LIGHTING SERVICE**
(Continued from Page No. 4)**Special Provisions: (Continued)**

5. kWh consumption for Company-owned fixtures shall be estimated in lieu of installing meters. kWh estimates will be made using the following formula:

$$\text{kWh} = \frac{\text{Unit Wattage (including ballast losses)} \times 350 \text{ hours per month}}{1,000}$$

6. Effective October 6, 1998, kWh consumption for customer-owned fixtures shall be metered. As of April 1, 2007, new service for customer owned fixtures is restricted to metered roadway lighting of federal, state and local governmental entities. Installation of customer-owned lighting facilities shall be provided for by the customer. The Company may consider installing customer owned lighting facilities and will bill the customer in accordance with the Company's policy related to "Work Performed for the Public." Any costs incurred by the Company to provide for consolidation of existing lighting facilities for the purpose of metering shall be at the customer's expense.
7. No Pole Charge shall be applicable for a fixture installed on a company-owned pole which is utilized for other general distribution purposes.
8. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
9. For a fixture type restricted to existing installations and requiring major renovation or replacement, the fixture shall be replaced by an available sodium vapor fixture of the customer's choosing and the customer shall commence being billed at its appropriate rate. Where the customer requests the continued use of the same fixture type for appearance reasons, the Company will attempt to provide such fixture and the customer shall commence being billed at a rate determined in accordance with Special Provision No. 2 for the cost of the renovated or replaced fixture.
10. The customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.
11. After December 31, 1998, all new leased lighting shall be installed on poles owned by the Company.
12. Alterations to leased lighting facilities requested by the customer after date of installation (i.e. redirect, install shields, etc.), will be billed to the customer in accordance with the Company's policy related to "Work Performed for the Public".
13. Service for street or area lighting is normally provided from existing distribution facilities. Where suitable distribution facilities do not exist, it will be the customer's responsibility to pay for necessary additional facilities. Refer to Section III, paragraph 3.01 of the Company's General Rules and Regulations Governing Electric Service to determine the Contribution in Aid of Construction owed by the customer.
14. Requests for exchanging facilities, upgrades, relocations, etc are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

8. The Company 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 the Company's lighting facilities.
9. The Company 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.
10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) 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 Contract will be required.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company 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 Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company 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 Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. 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.
15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract 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 the Company.
16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This Contract is subject to the Company'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 Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

Composite Exhibit A

Rate Schedules SC-1 and LS-1

(Legislative copy)

**RATE SCHEDULES SC-1
SERVICE CHARGES****Establishment of Service:**

A service charge shall be made for each establishment or re-establishment of service. This charge shall apply to each new service connection, service reconnection and transfer of account from one occupant to another. It shall also apply to reconnections after disconnection for non-payment or violation of Company or Florida Public Service Commission (Commission) Rules.

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5. A charge of \$50.00 will be made for the reconnection of service for nonpayment or violation of Company or Commission Rules where such reconnection is performed outside of normal working hours. For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.
6. Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5%, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies and instrumentalities at a rate no greater than allowed, and in a manner permitted by applicable law.

The Company shall have the discretion to waive any of the foregoing charges that would otherwise apply to customers as a consequence of significant damage to their premises caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

Returned Check Charge:

A service charge as allowed by Florida Statute 68.065 shall be added to the Customer's bill for electric service for each check or draft dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the returned check charge.

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Availability:

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Applicable:

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Rate Per Month:

Customer Charge:

Unmetered: \$ 1.09 per line of billing
 Metered: \$ 3.13 per line of billing

Energy and Demand Charge:

Non-Fuel Energy Charge: 1.446¢ per kWh
 Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments*, except the Fuel Cost Recovery Factor: See Sheet No. 6.105 and 6.106

Per Unit Charges:

I. Fixtures:

BILLING TYPE	DESCRIPTION	LAMP SIZE ²			CHARGES PER UNIT		
		INITIAL LUMENS OUTPUT	LAMP WATTAGE	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³
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(Continued on Page No. 2)

ISSUED BY: Lori J. Cross, Javier J. Portuondo, Manager, Utility Regulatory Planning Services - Florida

EFFECTIVE: April 1, 2007 ~~January 1, 2006~~

**RATE SCHEDULE LS-1
LIGHTING SERVICE**
(Continued from Page No. 4)**Special Provisions: (Continued)**

5. kWh consumption for Company-owned fixtures shall be estimated in lieu of installing meters. kWh estimates will be made using the following formula:

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14. Requests for exchanging facilities, upgrades, relocations, etc are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

ISSUED BY: Lori J. Cross, Javier J. Portuondo, Manager, Utility Regulatory Planning Services—Florida

EFFECTIVE: April 1, 2007 ~~January 1, 2006~~

8. The Company 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 the Company's lighting facilities.
9. The Company 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.
10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) 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 Contract will be required.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company 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 Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company 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 Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. 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.
15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract 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 the Company.
16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This Contract is subject to the Company'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 Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.