

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

ORIGINAL

RECEIVED-FPSC

01 AUG 28 PM 4: 04

COMMISSION

August 28, 2001

HAND DELIVERED

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

011162-EI

Re:

Petition for Approval of an Addendum to the Special Contract for City of Oldsmar Premium Lighting Service and Revised Lighting Tariff by Tampa Electric Company

Dear Ms. Bayo:

Enclosed for filing in the above-styled matter are the original and fifteen (15) copies of Tampa Electric Company's Petition for Approval of an Addendum to the Special Contract for City of Oldsmar Premium Lighting Service and Revised Lighting Tariff.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning same to this writer.

Thank you for your assistance in connection with this matter.

Sincerely,

James D. Beasley

JDB/pp Enclosures

CAF

CMP

COM CTR ECR LEG OPC

PAI IRGO

SEC

OTH

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

10719 AUG 28 =

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

| In re: Petition for Approval of an |) | |
|--------------------------------------|---|------------------------|
| Addendum to the Special Contract |) | |
| for City of Oldsmar Premium Lighting |) | DOCKET NO |
| Service and Revised Lighting Tariff |) | FILED: August 28, 2001 |
| by Tampa Electric Company. |) | |
| |) | |

PETITION

Tampa Electric Company ("Tampa Electric" or "the company"), pursuant to Section 366.06, Florida Statutes, and Section 25-9.024 F.A.C., files this its Petition for Approval of an Addendum to the Special Premium Outdoor Lighting Agreement with the City of Oldsmar ("the City") and Revised Premium Lighting Tariff, and in support thereof states:

- 1. Tampa Electric is an investor-owned electric utility operating under the jurisdiction of this Commission and serving retail customers in Hillsborough and portions of Polk, Pinellas and Pasco Counties. The company's principal offices are located at 702 North Franklin Street, Tampa, Florida 33602.
- 2. The persons to whom all notices and other documents should be sent in connection with this docket are:

Mr. Lee L. Willis Mr. James D. Beasley Ausley & McMullen Post Office Box 391 Tallahassee, Florida 32302 Ms. Angela Llewellyn Administrator, Regulatory Coordination Tampa Electric Company Post Office Box 111 Tampa, Florida 33601

3. The current special Premium Outdoor Lighting Service Agreement ("Agreement") between Tampa Electric and the City for service under Rate Schedule OL-3 was approved by the Commission in Order No. PSC-98-0042-FOF-El on January 6, 1998. The Agreement and the Order granting approval of the Agreement are attached hereto as Exhibit Nos. 2 and 3, respectively.

- 4. The City has requested that Tampa Electric provide Premium Lighting Service for 34 additional decorative fixtures and poles under similar terms and conditions of the Agreement. In this petition, the Company requests that the Agreement be supplemented with the provision for the additional lighting facilities contained in the proposed Addendum and that all other portions of the Agreement remain in force and effect unchanged. The proposed Addendum is attached hereto, in standard format, as Exhibit No. 1.
- 5. The lighting provisions in the Addendum and the benefits to the City that they represent (i.e. to enable the City to purchase the lighting system beginning at the end of five years service and to attach special banners to the lighting poles) will enhance the value of the lighting system to the City while not increasing the cost of service to Tampa Electric or Tampa Electric's other lighting customers.
- 6. In addition to approval of the Addendum to the special lighting contract with the City, Tampa Electric is also requesting approval of revised Tariff Sheet No. 6.306, attached hereto in standard and legislative formats as Composite Exhibit No. 4. The tariff sheet was revised to include the proposed rate for a new lighting service offering, a standard 16 foot concrete pole, under Rate Schedule OL-3. The new pole is being offered in response to customer requests for a less expensive concrete pole suitable for pedestrian lighting and certain residential street lighting applications.
- 7. Tampa Electric knows of no disputed issues of material fact relative to the lighting tariff revisions proposed herein.

WHEREFORE, Tampa Electric respectfully requests that the Commission grant this petition and approve the supplement of additional lighting provisions to the Agreement, as set forth in the Addendum contained in Exhibit No. 1 and the Revised Tariff Sheet No. 6.306 as set forth in Exhibit No. 4.

Dated this 28th day of August 2001.

Respectfully submitted,

LEE L. WILLIS

JAMES D. BEASLEY

Ausley & McMullen

Post Office Box 391

Tallahassee, FL 32302

(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

TAMPA ELECTRIC COMPANY Premium Outdoor Lighting Agreement ADDENDUM A

THIS Addendum ("Addendum") to the October 27, 1997 Tampa Electric Premium Outdoor Lighting Agreement by and between Tampa Electric Company (the "Company") and the City of Oldsmar, a Florida municipality, (the "Customer") (the "Agreement") is made by and between Company and Customer this 27 day of August, 2001, in reference to the lighting services specified below.

WHEREAS, the Company and Customer are parties to the Agreement, pursuant to which the Company has furnished and installed and is operating and maintaining certain outdoor lighting equipment described therein (the "Equipment") in exchange for payment of certain monthly charges paid by Customer for the term of the Agreement.

WHEREAS, Customer has requested Company to furnish, install, operate, and maintain, for an initial five year term, additional lighting equipment, together with accessories, attachments, replacement parts, additions and repairs (the "Additional Equipment").

In consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

- 1. The Company shall furnish, install, operate, and maintain, for an initial five-year term, 34 additional fixtures and poles comprising the Additional Equipment described at Exhibit "A".
- 2. In exchange for Company's installation, operation and maintenance of such additional Equipment, Customer agrees to pay the following additional monthly fees based upon the Company's OL-3 tariff, as amended from time to time upon approval of the Florida Public Service Commission, for so long as service is made available by means of the Additional Equipment:

| Column A | Column B | Column C | Column D | Column E |
|-------------------------------------|--------------|--------------------------------------|------------|----------|
| Non-Fuel | Fuel & Other | Rate Schedule | Term | Deposit |
| Charges | Charges | | | - |
| \$ 1,321.37 | \$ 1365.44 | OL-3 (Underground Served Facilities) | Five years | \$ 0 |
| Monthly Total | | | | |
| \$ 1,321.37 | \$ 1365.44 | OL-3 (Additional Equipment) | | |
| Deposit Required: Waived by Company | | | | |
| | | | | |

- 3. The terms and conditions set forth in the Agreement are hereby incorporated by this reference and shall apply to this Addendum and the Additional Equipment, except as follows:
 - a) Section 4.: The monthly service rate for the Additional Equipment shall be the sum of \$1,321.37.

| commence on, 2001, and | ry term for the Additional Equipment shall d shall continue or may be terminated as set |
|--|---|
| forth therein. | |
| | for the Additional Equipment shall be ame manner as set forth in Section 7 for the |
| IN WITNESS WHEREOF, the parties, each of whe duly authorized to execute this Addendum, have conform of law, this day and year first written above. | hom represents and warrants that he or she is aused this instrument to be executed in due |
| | Tampa Electric Company Representative: By/Title: Signature: Department: Date: |
| | Tampa Electric Company Manager |
| | By/Title: |
| | Signature: |
| | Department: Date: |
| | |
| CITY OF OLDSMAR, a Florida municipality | |
| , Mayor | |
| , City Manager | |
| ATTEST: | |
| , City Clerk | |
| Approved as to form: | |
| : . | |
| City Attorney | |
| | |
| Original Contract No Addendum Contract No | |

Tampa Electric Company Premium Outdoor Lighting Agreement

| THIS AGREEMENT made this. | day of | , 1997, between the |
|--------------------------------|----------------|------------------------------------|
| City of Oldsmar, herein called | the "Customer" | located at 100 State Street, |
| Oldsmar, Florida, 34677 and | Tampa Electric | Company, a Florida corporation, |
| located at 702 N. Franklin St. | Tampa, Florida | 33602 herein called the "Company." |

WITNESSETH:

That the Customer and the Company hereby agree as follows:

- 1. The Company will install, operate and maintain throughout the term of this agreement the following outdoor lighting Equipment (all of which, together with accessories, attachments, additions, replacement parts, and repairs, shall be referred to herein as the "Equipment"):
 - Twenty-nine (29) black 100 watt high pressure sodium classic fixtures on twenty-nine (29) 16' 4" black Victorian concrete poles mounted at a height of 13'1" served by underground wiring on the premises along State Street in Oldsmar, Pinellas County, Florida, said Equipment to be located as indicated on the plan attached to and by this reference made a part of this agreement.
- 2. The Company shall bear all normal costs of the initial installation of such Equipment. Thereafter, should it become necessary for the relocation of any of the Equipment for the Customer's convenience, the Customer shall reimburse the Company for the actual expense incurred in accomplishing such relocations.
- 3. The Company will furnish electricity to operate the lights approximately 4,200 hours each calendar year and will maintain said Equipment in operating order, but shall not be liable or responsible for the failure thereof at any time due to causes beyond the reasonable and practical control of the Company. The Customer acknowledges that the lights will be operated by a photo-cell which will cause the same to be illuminated from dusk to dawn each day.
- 4. The Customer will pay the Company for the service to be furnished by the Company hereunder, the monthly service rates in accordance with the terms of Rate Schedule OL-3 as filed with the Florida Public Service Commission (current Rate Schedule OL-3 attached). The monthly service rate shall be the sum of \$1,131.29, plus fuel adjustment, energy conservation charge, and (where applicable) franchise fees and taxes unless and until the same is changed pursuant to authorization of the Florida Public Service Commission. Such total sum to be payable monthly by Customer to Company for a period of not less than five (5) years after the installation is completed.

- 5. This Agreement shall remain in force for a primary term of five (5) years beginning on the date the Equipment is installed and all lights are ready for use and shall continue after the primary term for successive terms of one year each until terminated by either party giving the other party thirty (30) days prior written notice of intention to terminate.
- 6. Any lights not described in Paragraph 1 or installed pursuant to Paragraph 8 shall not be considered a part of this agreement.
- 7. Title to all Equipment furnished by the Company shall remain in the name of the Company at all times. However, the Customer shall have the option to purchase the Equipment at the end of the five year primary term specified above and any time thereafter while this agreement is in force. The purchase price for the Equipment shall be the sum of \$83,184.50, minus depreciation calculated at the rate of 4.9% per year from the date of purchase to the date of installation, provided there has been no replacement or enhancement modifications made to the Equipment. If replacement or enhancement modifications have been made, the purchase price shall be adjusted to reflect those modifications. If said Equipment has not been purchased after 10 years from the date of installation, the purchase price thereafter shall be adjusted to its fair market value at the date of request for purchase. The fair market value shall be determined through an appraisal based on a mutually acceptable methodology. This option agreement may not be assigned by the Customer. THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, with regard to Equipment purchased by the Customer. However, the Company shall warranty the equipment for a period of 180 days during which time a replacement of the Equipment, as the result of faulty installation or defective equipment which is subject to a manufacturers warranty, shall not be adjusted into the purchase price.

Upon purchase of the Equipment, the Customer shall be responsible for all costs and liabilities associated with owning, operating and maintaining the Equipment as purchased from Company or as the Equipment may be subsequently modified by the Customer. In addition, the Customer shall assume all costs of modifying the Equipment to meet any required operating standards as defined by the National Electric Code. The Customer shall indemnify and hold harmless Tampa Electric, its successors and assigns, to the extent allowable by law (F.S. 768.28), against any and all costs, liabilities, penalties, fees, judgments, awards or expenses, including reasonable attorney's fees, which arise from the Customer's purchase, operation, maintenance, modification or failure to modify the Equipment.

~~

Upon expiration of this agreement, the company shall have the option to remove all or any part of said Equipment within a reasonable time thereafter, if the Customer has not exercised its option to purchase the Equipment as provided above.

- 8. Company agrees to make every effort to obtain Equipment for use in repairs and/or replacement to match original installed Equipment. Company, however, does not guarantee that Equipment will always be available as manufacturers of Equipment may no longer make such Equipment available or other circumstances beyond Company's control. In the event original Equipment is no longer available, Company will provide and Customer agrees to accept Equipment to match as closely as possible of like kind and quality.
- 9. The Customer shall, by ordinance, grant the Company an easement over and under the premises upon which the Equipment is to be installed for ingress and egress and for installation, inspection, maintenance and removal of the Company's Equipment. This agreement shall not become effective until such ordinance granting the easement is granted. In no event shall the Customer, or anyone acting under authority of the Customer, place upon or attach to any of the Company's Equipment any sign or device of any nature whatsoever, except banners and other mounting devices as set forth in Tampa Electric's "Guidelines for Attaching Banners to TEC Poles", as included in this agreement by reference, or place, install or permit to exist, anything, including trees or shrubbery, in such close proximity to the Company's Equipment as to interfere with such Equipment or tend to create a dangerous condition. The Company is hereby granted the right to forthwith remove anything placed, installed, or existing in violation of this paragraph with the exception of a written agreement for attachment.
- 10. In the event the Customer fails to pay for the service herein before stipulated, or otherwise violates the terms of this agreement, the Company shall have the option to declare this agreement terminated. If such termination occurs prior to the expiration of the primary term, the Customer agrees to pay the Company an amount equal to the monthly rate for service less fuel adjustment, energy conservation charge, and (where applicable) franchise fees and taxes for each month of the unexpired primary term as liquidated damages for such early termination. Company agrees to give Customer twenty (20) days written notice before declaring the agreement terminated.
- 11. The agreements herein contained shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto.

12. Customer acknowledges that the lighting design is to the Customer's request and said design may not necessarily meet recommended foot candle requirements as set forth by Illuminating Engineering Society of North America. THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, and neither assumes nor authorizes any other person to assume for it any liability in connection with this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in due form of law, this day and year first written above.

| CITY OF OLDSMAR | TAMPA ELECTRIC COMPANY | | | |
|--------------------------------------|---|--|--|--|
| Jerald Beverland Mayor | Joseph N. Cascio Outdoor Lighting Department Manager | | | |
| Davies T. Haddack | | | | |
| Bruce T. Haddock City Manager | Witness Tampa Electric Company | | | |
| ATTEST: | | | | |
| Lisa A. Lene, CMC, City Clerk | | | | |
| APPROVED AS TO FORM: | | | | |
| Thomas J. Trask, Esq., City Attorney | | | | |

PEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Tampa Electric Company for approval of ORDER NO. PSC-98-0042-FOF-EI special lighting contract to provide premium outdoor lighting service to City of Oldsmar under existing Rate Schedule OL-3.

DOCKET NO. 971463-EI ISSUED: January 6, 1998

The following Commissioners participated in the disposition of this matter:

> JULIA L. JOHNSON, Chairman J. TERRY DEASON SUSAN F. CLARK DIANE K. KIESLING JOE GARCIA

NOTICE OF PROPOSED AGENCY ACTION ORDER GRANTING APPROVAL OF SPECIAL LIGHTING CONTRACT

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

By Petition filed on November 6, 1997, Tampa Electric Company (TECO) requested approval of a special lighting contract to provide premium outdoor lighting service to the City of Oldsmar.

TECO currently provides Premium Outdoor Lighting Service (rate schedule OL-3) to the City of Oldsmar (Oldsmar). Any customer requesting service under the OL-3 rate schedule is required to sign a Premium Outdoor Lighting Agreement with TECO. This agreement is a standard form contract, which is shown in Tariff Sheets Nos. 7.450-7.453. Oldsmar currently plans to add 29 Victorian concrete poles and 29 classic fixtures to its downtown area. TECO will provide service to these new poles and fixtures under the existing OL-3 rate schedule. However, TECO requested that we approve a special lighting contract between TECO and Oldsmar incorporating certain modifications to the existing standard form contract under the OL-3 rate schedule. The special lighting contract will not change the rates for service, but simply modifies three provisions of the standard agreement.

The first modification is to change the initial term of service from seven (7) to five (5) years. The existing standard ORDER NO. PSC-98-0042-FOF-EI DOCKET NO. 971463-EI PAGE 2

agreement requires the customer to sign an initial 7-year contract with TECO.

The second modification to the existing standard agreement is to add language permitting Oldsmar to purchase the lighting system at any time after the 5-year initial term of service has ended. The purchase price for the lighting equipment shall be \$83,184.50, minus depreciation at the rate of 4.9 percent per year from the date of installation to the date of purchase. The purchase price of \$83,184.50 represents the total cost, including material and contractor cost, of all the poles and fixtures Oldsmar might purchase from TECO. If replacement modifications or enhancement modifications have been made to the equipment, the purchase price shall be adjusted to reflect the modifications. If Oldsmar decides to purchase the lighting system after 10 years form the date of installation, the purchase price thereafter shall be adjusted to its fair market value. The fair market value will be determined through an appraisal.

The third modification is to revise language in the existing standard agreement permitting Oldsmar to install banners upon the poles. Currently TECO does not allow any banners or decoration on its poles. The lighting system will be in the downtown area and Oldsmar requested the right to put banners on the poles for aesthetic reasons during town events. Only non-commercial banners reflecting holiday or community events shall be permitted. The special contract contains specific guidelines under which Oldsmar may attach banners to the poles.

Finally, rates for service will not change under these proposed changes. As such, TECO's ratepayers will not be affected by this proposal. Moreover, the agreed upon purchase price and other changes to the existing standard lighting agreement are reasonable.

Therefore, upon consideration, we find that the proposed special lighting contract to provide premium outdoor lighting service to the City of Oldsmar is reasonable and should be approved.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that TECO's Petition for the special lighting contract to provide premium outdoor lighting service to the City of Oldsmar is hereby granted. It is further

ORDER NO. PSC-98-0042-FOF-EI DOCKET NO. 971463-EI PAGE 3

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective unless an appropriate petition, in the form provided by Rule 25-22.036, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings or Judicial Review" attached hereto. It is further

ORDERED that in the event this Order becomes final, this Docket shall be closed.

By ORDER of the Florida Public Service Commission this 6th day of January, 1998.

/s/ Blanca S. Bayó
BLANCA S. BAYó, Director
Division of Records and Reporting

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-850-413-6770.

(SEAL)

JCB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by

ORDER NO. PSC-98-0042-FOF-EI DOCKET NO. 971463-EI PAGE 4

Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on <u>January 27, 1998</u>.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party substantially affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

| | Continued fror | n Sheet l | No. 6.305 | | |
|----------------|-----------------------|-----------|---------------|---------------|---------------|
| Pole/Wire Char | ge: | | | | Total |
| | | | Pole/Wire | Maintenance | Monthly |
| | Pole/Wire Type | | <u>Charge</u> | <u>Charge</u> | <u>Charge</u> |
| Heritage* | Post Top, DB Alum | UG | \$21.70 | \$0.99 | \$22.69 |
| Capitol* | Post Top, DB Alum | UG | 33.41 | 0.85 | 34.26 |
| Waterford | Post Top, DB Conc | UG | 22.19 | 0.06 | 22.25 |
| Aluminum* | Post Top, DB Alum | UG | 15.36 | 0.06 | 15.42 |
| Arlington* | Post Top, DB Alum | UG | 20.70 | 0.85 | 21.55 |
| Charleston | Post Top, DB Alum | UG | 21.10 | 0.85 | 21.95 |
| Riviera* | Post Top, DB Alum | UG | 26.03 | 0.99 | 27.02 |
| Winston | Post Top, DB Fiber | UG | 12.64 | 0.99 | 13.63 |
| Victorian | Post Top, DB Conc | UG | 22.19 | 0.08 | 22.27 |
| Steel* | 30ft, AB Steel | UG | 38.56 | 2.05 | 40.61 |
| Aluminum* | 30ft, AB Alum | UG | 47.78 | 2.05 | 49.83 |
| Tall Waterford | 35ft, DB Conc | UG | 26.01 | 0.06 | 26.07 |
| Standard | 16ft, DB Conc | UG | 14.47 | 0.16 | 14.63 |
| Standard | 25ft or 30ft, DB Conc | UG | 19.44 | 0.06 | 19.50 |
| Standard | 35ft, DB Conc | UG | 21.28 | 0.06 | 21.34 |
| Standard | 45ft, DB Conc | UG | 25.01 | 0.06 | 25.07 |
| Existing Pole | | UG | 9.68 | 0.06 | 9.74 |
| Wood | Up to 45ft | ОН | 5.99 | 0.02 | 6.01 |
| Standard | Up to 45ft, DB Conc | ОН | 9.03 | 0.02 | 9.05 |
| Round | 23 ft, DB Conc | UG | 18.43 | 0.19 | 18.62 |

^{*(}Closed to new business beginning April 18, 2000)

TIMED SERVICE:

| Description | Facilities <u>Charge</u> | Maintenance <u>Charge</u> | Total <u>Monthly Charge</u> |
|-------------|-----------------------------|------------------------------|--------------------------------|
| Timer | \$9.30 | \$1.56 | \$10.86 |

Energy Charge:

2.077¢ per kWh time the kWh per month as shown in the table below.

Continued to Sheet No. 6.307

ISSUED BY: J. B. Ramil, President

DATE EFFECTIVE:

TAMPA ELECTRIC COMPANY

THIRTEENTH REVISED SHEET NO. 6.306 TWELFTH CANCELS TWELFTH REVISED SHEET NO. 6.306 ELEVENTH

| | | | L., L., L., V L., [V] [| | |
|----------------|-----------------------|---------|--------------------------------|---------------|---------------|
| | Continued from | n Sheet | No. 6.305 | | |
| Pole/Wire Char | ge: | | | | Total |
| | | | Pole/Wire | Maintenance | Monthly |
| | Pole/Wire Type | | <u>Charge</u> | <u>Charge</u> | <u>Charge</u> |
| Heritage* | Post Top, DB Alum | UG | \$21.70 | \$0.99 | \$22.69 |
| Capitol* | Post Top, DB Alum | UG | 33.41 | 0.85 | 34.26 |
| Waterford | Post Top, DB Conc | UG | 22.19 | 0.06 | 22.25 |
| Aluminum* | Post Top, DB Alum | UG | 15.36 | 0.06 | 15.42 |
| Arlington* | Post Top, DB Alum | UG | 20.70 | 0.85 | 21.55 |
| Charleston | Post Top, DB Alum | UG | 21.10 | 0.85 | 21.95 |
| Riviera* | Post Top, DB Alum | UG | 26.03 | 0.99 | 27.02 |
| Winston | Post Top, DB Fiber | UG | 12.64 | 0.99 | 13.63 |
| Victorian | Post Top, DB Conc | UG | 22.19 | 0.08 | 22.27 |
| Steel* | 30ft, AB Steel | UG | 38.56 | 2.05 | 40.61 |
| Aluminum* | 30ft, AB Alum | UG | 47.78 | 2.05 | 49.83 |
| Tall Waterford | 35ft, DB Conc | UG | 26.01 | 0.06 | 26.07 |
| Standard | 16ft, DB Conc | UG | 14.47 | 0.16 | 14.63 |
| Standard | 25ft or 30ft, DB Conc | UG | 19.44 | 0.06 | 19.50 |
| Standard | 35ft, DB Conc | UG | 21.28 | 0.06 | 21.34 |
| Standard | 45ft, DB Conc | UG | 25.01 | 0.06 | 25.07 |
| Existing Pole | | UG | 9.68 | 0.06 | 9.74 |
| Wood | Up to 45ft | ОН | 5.99 | 0.02 | 6.01 |
| Standard | Up to 45ft, DB Conc | ОН | 9.03 | 0.02 | 9.05 |
| Round | 23 ft, DB Conc | UG | 18.43 | 0.19 | 18.62 |

^{*(}Closed to new business beginning April 18, 2000)

TIMED SERVICE:

| <u>Description</u> | Facilities <u>Charge</u> | Maintenance <u>Charge</u> | Total <u>Monthly Charge</u> |
|--------------------|-----------------------------|------------------------------|--------------------------------|
| Timer | \$9.30 | \$1.56 | \$10.86 |

Energy Charge:

2.077¢ per kWh time the kWh per month as shown in the table below.

Continued to Sheet No. 6.307

DATE EFFECTIVE: May 15, 2001

ISSUED BY: J. B. Ramil, President