

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Proposed adoption of Rule 25-18.020, F.A.C., Pole Inspection and Maintenance

Docket No. 20210138-PU

Filed: December 01, 2021

**DUKE ENERGY FLORIDA, LLC'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

Duke Energy Florida, LLC, (“DEF” or “the Company”), pursuant to Section 366.093, Florida Statutes (F.S.), and Rule 25-22.006, Florida Administrative Code (F.A.C.), submits this Request for Confidential Classification (“**this Request**”) for certain information provided in DEF’s Corrected Response to Staff’s First Data Request, filed in this docket on November 12, 2021 (DN 12669-2021), and concurrently filed with DEF’s Notice of Intent to Request Confidential Classification (DN 12670-2021). This Request is timely pursuant to Rule 25-22.006(3)(a)1, F.A.C. In support of this Request, DEF states:

1. Information contained in DEF’s Corrected Response to Staff’s First Data Request (Nos. 1-5) contains “proprietary confidential business information” as defined under Section 366.093(3), Florida Statutes.

2. The following exhibits are included with this request:

(a) Sealed Composite Exhibit A is a package containing an unredacted copy of all the documents for which DEF seeks confidential treatment. Composite Exhibit A was submitted separately in a sealed envelope labeled “CONFIDENTIAL” on November 12, 2021 (DN 12668-2021). In the unredacted version, the information

asserted to be confidential is highlighted in yellow.

(b) Composite Exhibit B is a package containing two copies of redacted versions of the documents for which the Company requests confidential classification. The specific information for which confidential treatment is requested has been blocked out by opaque marker or other means.

(c) Exhibit C is a table which identifies by page and line the information for which DEF seeks confidential classification and the specific statutory bases for seeking confidential treatment.

(d) Exhibit D is an affidavit attesting to the confidential nature of information identified in this request.

3. As indicated in Exhibit C, the information for which DEF requests confidential classification is “proprietary confidential business information” within the meaning of Section 366.093(3), F.S. Specifically, the information at issue in DEF’s Corrected Response to Staff’s First Data Request are responsive documents to Request No. 2, titled “Attachment A” in the same response, and contains information relating to contractual pricing and agreements between DEF and other Telecommunications companies, the disclosure of which would adversely impact DEF’s competitive interests if it were disclosed to the public. *See* § 366.093(3)(d), F.S.; Affidavit of Scott Freeburn at ¶ 4.

4. Furthermore, the information contained in “Attachment A” relates to the competitive business interests of the parties negotiating contractual prices with DEF, the disclosure of which would impair their competitive businesses, and which DEF has contractually agreed to treat as confidential. *See* § 366.093(3)(d),(e), F.S.; Affidavit of

Scott Freeburn at ¶ 5. Such information constitutes “proprietary confidential business information” which is exempt from disclosure under the Public Records Act pursuant to Section 366.093(1), F.S.

5. The information identified in Exhibit A is intended to be and is treated as confidential by the Company. *See* Affidavit of Scott Freeburn at ¶ 6. The information has not been disclosed to the public, and the Company has treated and continues to treat this information as confidential. *Id.*

6. DEF requests that the information identified in Exhibit A be classified as “proprietary confidential business information” within the meaning of section 366.093(3), F.S., that the information remain confidential for a period of at least 18 months as provided in section 366.093(4) F.S., and that the information be returned as soon as it is no longer necessary for the Commission to conduct its business.

WHEREFORE, for the foregoing reasons, DEF respectfully requests that this Request for Confidential Classification be granted.

RESPECTFULLY SUBMITTED this 1st day of December, 2021.

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CERTIFICATE OF SERVICE

Docket No. 20210138-PU

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail to the following this 1st day of December, 2021.

/s/ Dianne M. Triplett
Attorney

<p>Adria Harper & Margo Duval Office of the General Counsel Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 AHarper@psc.state.fl.us mduval@psc.state.fl.us</p>	
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Exhibit A

CONFIDENTIAL

Filed on November 12, 2021

Under Separate Cover

(DN 12668-2021)

Exhibit B

REDACTED

(two copies)

1.1.3 JOINT USE is maintaining or specifically reserving space for the attachments of both parties on the same pole at the same time.

1.1.4 JOINT USE POLE is a pole upon which space is provided under this Agreement for the attachments of both parties, whether such space is actually occupied by attachments or reserved therefore upon specific request.

1.1.5 NORMAL JOINT USE POLE under this Agreement shall be a pole which meets the requirements set forth in the CODE for support and clearance of supply and communication conductors under conditions existing at the time joint use is established or is to be created under known plans of either party. It is not intended to preclude the use of joint poles shorter or of less strength in locations where such structures will meet the requirements of both parties and the said specifications in Article VI. A normal joint pole for billing purposes shall be:

- (A) In and along public streets, alleys, or roads, a 40 foot class 5 wood pole.
- (B) In all other areas, a 35 foot class 5 wood pole.
- (C) In locations where the Electric Company, at its option, sets a pole of special material such as steel, laminated wood or prestressed concrete in an existing joint use wood pole line, the Telephone Company may attach to these special poles at the rental rate specified in Article X, unless excluded under Section 2.2. The Electric Company will keep the Telephone Company advised of those areas where such special poles are not placed at their option, and in each such event, the Telephone Company may attach by mutual agreement between the parties.

1.1.6 STANDARD SPACE on a joint use pole for the use of each party shall be not less than that required by the CODE and shall be for the exclusive use of the parties except as set forth in the CODE whereby certain attachments of one party may be made in the space reserved for the other party. This standard space is specifically described as follows:

- (A) For the Electric Company, the uppermost ■ feet on 40 foot poles, and the uppermost ■ feet on 35 foot poles.
- (B) For the Telephone Company a space of ■ feet extending upward from a sufficient height above the ground to provide the proper vertical clearance for the lowest line wires or cables attached (in such space) and to provide at all times the minimum clearances required by the specifications outlined in Article VI.
- (C) It is the intention of the parties that any pole space in excess of the aforementioned reservations and clearance requirements shall be between the standard space allocations of the parties. This excess space, if any, is thereby available for the use of either party without creating a necessity for rearranging the attachments of the other party.

1.1.7 OWNER means the party hereto owning the pole to which attachments are made.

1.1.8 LICENSEE is the party having the right under this Agreement to make attachments to a joint use pole of which the other party is the Owner.

1.1.9 INSTALLED COST is the cost incurred in setting a new pole (either as a new installation or replacement) and includes the cost of material, direct labor, construction and equipment charges, engineering and supervision, and standard overhead charges of the Owner as commonly and reasonably incurred in the joint usage of poles. The installed cost does not include the cost of attaching or transfer costs but does include the cost of ground wires.

1.1.10 COST OF ATTACHING is the cost of making attachments to a new pole and includes the charge for hardware necessary to make the attachment.

1.1.11 TRANSFER COST is the cost of transferring attachments from the replaced pole to the replacement pole and does not include the material cost of replacing hardware.

1.1.12 VERTICAL GROUND WIRE means a suitable conductor, conforming to the requirements of the CODE, attached vertically to the pole and extending through the Telephone Company space to the base of the pole, where it may be either butt wrapped on the pole or attached to a ground electrode.

1.1.13 MULTI-GROUNDED NEUTRAL means an Electric Company conductor, located in the Electric Company space, which is bonded to all Electric Company vertical ground wires.

1.1.14 BONDING WIRE shall mean a suitable conductor conforming to the requirements of the CODE, connecting equipment of the Telephone Company and the Electric Company to the vertical ground wire or to the multi-grounded neutral.

1.1.15 OBJECTIVE PERCENTAGE shall be based on the total combined number of joint use poles in the common operating area and shall mean [REDACTED] of the total joint use poles for the Telephone Company and [REDACTED] of the total joint use poles for the Electric Company.

1.1.16 REMOVAL COST is the cost incurred in removing an existing pole and includes the cost of direct labor, construction and equipment charges, engineering and supervision and standard overhead charges of the Owner as commonly and reasonably incurred in the joint usage of poles.

ARTICLE II

SCOPE OF AGREEMENT

Section 2.1 This Agreement shall be in effect in those parts of the State of Florida now or hereafter served by both the Telephone Company and the Electric Company, and shall cover all poles of each of the parties now existing in such service areas, or hereafter erected or acquired therein, when said poles are brought hereunder in accordance with the procedure hereafter provided.

or of any attachments thereon; and (b) shall pay said former Owner a sum equal to the then value in place of such abandoned pole, less credit on a depreciated basis for any payments which the Licensee furnishes proof he has made under the provisions of Article IV when the pole was originally set, or shall pay such other equitable sum as may be agreed upon between the parties.

Section 9.2 The Licensee may at any time abandon the joint use of a pole by giving due notice thereof in writing to the Owner and by removing from said pole any and all attachments the Licensee may have thereon.

ARTICLE X

RENTAL AND PROCEDURE FOR PAYMENTS

Section 10.1 The parties contemplate that the use or reservation of space on poles by each party, as Licensee of the other under this Agreement, shall be based on the equitable sharing of the costs and economies of joint use.

Section 10.2 Each party, acting in cooperation with the other and subject to the provisions of Section 10.3 of this Article, shall ascertain and tabulate the total number of poles in use by each party as Licensee as of December 31, which tabulation shall indicate the number of poles in use by each party as Licensee for which an adjustment payment by one of the parties to the other is to be determined as hereinafter provided.

Section 10.3 The parties hereto agree that an attachment count also includes any pole on which it is mutually agreed that space was reserved for the Licensee at the Licensee's request and on which the Licensee has not attached. The Licensee is only liable for billing under this Section until the Licensee makes an initial attachment or an interval of five (5) unattached years elapses from the date of the space reservation, whichever condition occurs first.

Section 10.4 At the end of each calendar year, the party having less than its objective percentage ownership of jointly used poles shall pay an equity settlement to the other party for that calendar year an amount equal to the number of poles it is deficient from its objective percentage ownership times the appropriate adjustment rate given below, which sum shall be due and payable upon the first day of February following each year end determination of the number of jointly used poles owned by each party.

Applicable Adjustment rate to be utilized for each calendar year

1969: [REDACTED] 1971: [REDACTED] 1973 and until revised: [REDACTED]
1970: [REDACTED] 1972: [REDACTED]

Section 10.5 Upon the execution of this Agreement and every five (5) years thereafter, or as may be mutually agreed upon, the parties hereto shall make a joint field check to verify the accuracy of the joint use records hereunder. If the parties mutually agree to postpone the first joint field

1.1.5 NORMAL JOINT USE POLE under this Agreement shall be a pole which meets the requirements set forth in the CODE for support and clearance of supply and communication conductors under conditions existing at the time joint use is established or is to be created under known plans of either party. It is not intended to preclude the use of joint poles shorter or of less strength in locations where such structures will meet the requirements of both parties and the said specifications in Article VI. A normal joint pole for billing purposes shall be:

- (A) In and along public streets, alleys or roads, a 40 foot class 5 wood pole.
- (B) In all other areas, a 35 foot class 5 wood pole.
- (C) In locations where the Electric Company, at its option, sets a pole of special material such as steel, laminated wood or prestressed concrete in an existing joint use wood pole line, the Telephone Company may attach to these special poles at the rental rate specified in Article X, unless excluded under Section 2.2. The Electric Company will keep the Telephone Company advised of those areas where such special poles are not placed at their option, and in each such event, the Telephone Company may attach by mutual agreement between the parties.

1.1.6 STANDARD SPACE on a joint use pole for the use of each party shall be not less than that required by the CODE and shall be for the exclusive use of the parties except as set forth in the CODE whereby certain attachments of one party may be made in the space reserved for the other party. This standard space is specifically described as follows and indicated on attached Exhibit A:

1. For a 40 foot class 5 wood pole

- (A) For the Electric Company, the uppermost [REDACTED] feet on a normal joint use pole.
- (B) Neutral space, the next 3'4", and
- (C) For the Telephone Company, the next [REDACTED]

2. For a 35 foot class 5 wood pole

- (A) For the Electric Company, the uppermost [REDACTED] feet on a normal joint use pole.
- (B) Neutral space, the next 4'4" with provision for a point of attachment by a third party, and
- (C) For the Telephone Company, the next [REDACTED] feet.

1.1.7 OWNER means the party hereto owning the pole to which attachments are made.

1.1.8 LICENSEE is the party having the right under this Agreement to make attachments to a joint use pole of which the other party is the Owner.

ARTICLE X

ADJUSTMENT RATES AND PROCEDURE FOR PAYMENTS

Section 10.1 The parties contemplate that the use or reservation of space on poles by each party, as Licensee of the other under this agreement, shall be based on the equitable sharing of the costs and economics of joint use.

Section 10.2 In the event the number of poles occupied by one of the parties as Licensee under this agreement, or specifically reserved for such Licensee's use during any one year, shall exceed [REDACTED]

[REDACTED] then the party occupying [REDACTED] as Licensee shall pay to the other party as a rental payment a sum as specified in Article 10.5 per year [REDACTED] as hereinafter provided.

Section 10.3 The parties hereto agree that an attachment count also includes any pole on which it is mutually agreed that space was reserved for the Licensee at the Licensee's request and on which the Licensee has not attached. The Licensee is only liable for billing under this Section until the Licensee makes an initial attachment or an interval of five (5) unattached years elapses from the date of the space reservation, whichever condition occurs first.

Section 10.4 Within ten days after the first day of each month during which this agreement shall be in effect, each party hereto shall submit to the other a statement setting forth the number of jointly used poles which are owned as of the first day of the month by the party submitting such statement.

Section 10.5 Within ten days after the receipt of such written statement, the party occupying [REDACTED] as Licensee, unless such party shall dispute the accuracy of such statement within five days from receipt thereof, shall pay to the other party [REDACTED]

Applicable Adjustment Rate to be Utilized for Each Calendar Year

1975, 1976 and until revised: [REDACTED]

Section 10.6 By December 1, 1974, and every two (2) years thereafter, or as may be mutually agreed upon, the parties hereto shall make a joint field check to verify the accuracy of the joint use records hereunder. If the parties mutually agree to postpone the first joint field check hereunder, the parties shall use their existing records as changed from time-to-time to determine the number of jointly used poles owned by each party until the first joint field check is made hereunder. The said joint inventory shall be a one hundred (100) percent field inventory unless the parties voluntarily and mutually agree to some other method. Upon completion of such inventories the office records will be adjusted accordingly and subsequent billing will be based on the adjusted number of attachments. The corrections to the estimations made over the years elapsed since the preceding inventory shall be prorated equally (i.e., if the latest joint field check shows 100 more joint use poles owned by one party than office records indicate and if the interval since the last joint field check is 5 years, then each of the intervening annual pole inventory amounts would be adjusted upward by 20 poles). In calculating retroactive billing for the years elapsed since a preceding inventory, full consideration will be given for the cost of money over that period. The prime annual interest rate used in calculating the annual cost of money will be determined by using average annual interest rate + an adjustment for the existing compensating balances for the 7 southeast centers, Bank rates on short-term business loans, money and interest rates, Survey of Current Business, as published by the United States Department of Commerce/Social and

Economic Statistics Administration/Bureau of Economic Analysis.

Section 10.7 Rental or other charges paid to the Owner by a third party will in no way affect the rental or charges paid between the parties of this agreement.

Section 10.8 Either party will have the right to contract with a third party for attachment rights on poles which it owns. Payments for all third party attachments will be paid directly to the Owner.

Section 10.9 Payment of all other amounts, provision for which is made in this agreement, shall be made currently or as mutually agreed hereto.

Section 10.10 In the event either party hereto shall terminate this Agreement as provided in Article XVI or as otherwise provided in this Agreement, the adjustment payment rate for each calendar year in accordance with Section 10.5 shall be adjusted annually to a figure equal to [REDACTED]

ARTICLE XI

PERIODIC REVISION OF ADJUSTMENT PAYMENT RATE

Section 11.1 Article X of this Agreement covering Adjustment Rates and Procedure for Payment shall remain in effect until December 31, 1976 and until revised. The adjustment rate and Flat Rate charges specified in Exhibit B for 1976 and thereafter shall be subject to renegotiation at the request of either party annually thereafter upon not less than six (6) months notice prior to January 1 of the year affected.

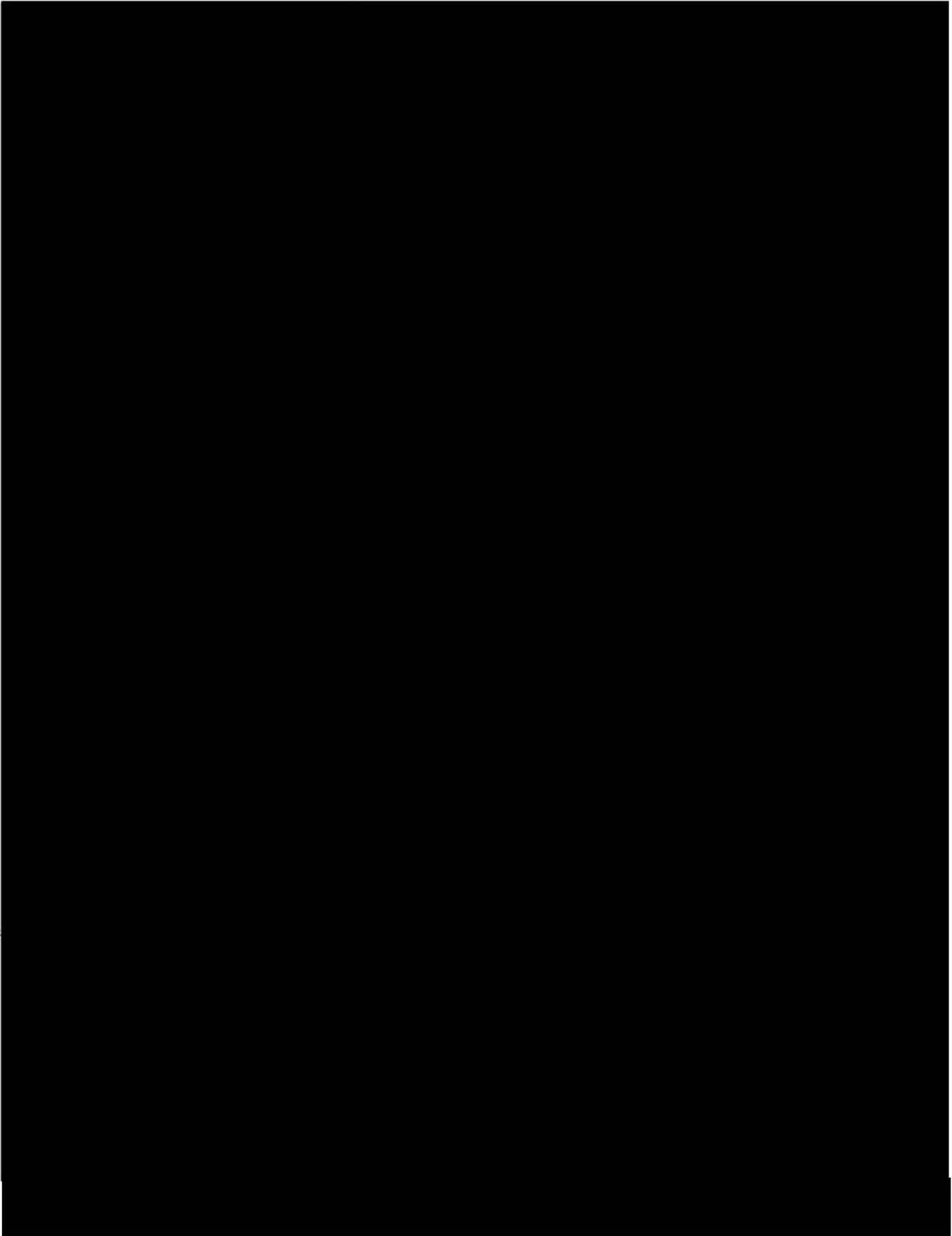
Section 11.2 In the event that the parties cannot, within six (6) months after a request under Section 11.1 is made, agree upon rental payments, this Agreement shall terminate and be of no further force and effect insofar as the making of attachments to additional poles. All other terms and provisions of this Agreement shall remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the parties herein with respect to existing joint use poles; except that all pole replacements shall be the obligation of the party owning the lesser number of total joint use poles. In the event that the party owning the lesser number of total joint use poles fails to replace the pole within a reasonable period of time, the other party may replace the pole and the party owning the lesser number of total joint use poles shall pay the party owning the greater number of total joint use poles a sum equal to the installed cost of the new pole and assume ownership thereof.

ARTICLE XII

DEFAULTS

Section 12.1 If either party shall default in any of its obligations (other than to meet money payment obligations) under this Agreement and such default shall continue for sixty(60) days after notice thereof in writing from the other party all rights of the party in default hereunder, insofar as such rights may relate to the further granting of joint use of poles hereunder shall be suspended; and such suspension shall continue until the cause of such default is rectified by the party in default or the other party shall waive such default in writing.

REDACTED

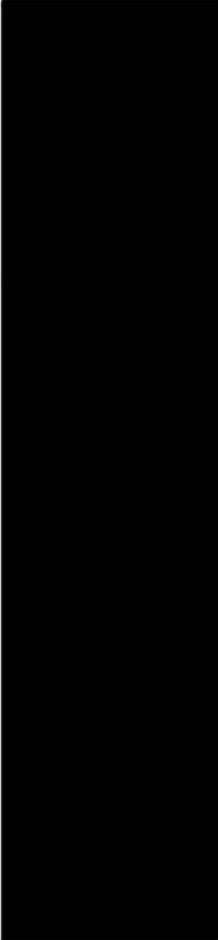


REDACTED

EXHIBIT B

Page 1 of 3

SCHEDULE OF FLAT RATE PRICES FOR WORK OPERATIONS PERFORMED FLORIDA POWER CORPORATION

<u>ITEM</u>	<u>DESCRIPTION OF WORK OPERATIONS</u>	<u>FLAT BILLING CHARGES</u>
1	INSTALL 8" ANCHOR	
2	INSTALL 10" ANCHOR	
3	GROUND BRACE EXISTING POLE (TOP ONLY)	
4	REARRANGE ANCHOR OR POLE TO POLE GUY	
5	SHIFT POLE (TRENCH MOVE) in-out & Trfr	
6	CONNECT TELEPHONE COMPANY GROUND WIRE TO ELECTRIC COMPANY NEUTRAL	
7	REARRANGE OR RELOCATE SECONDARY CONTACT	
8	REARRANGE OR RELOCATE PRIMARY CROSSARM OR REARRANGE OR RELOCATE PRIMARY POST INSULATORS	
9	REARRANGE OR RELOCATE SECONDARY DEADEND	
10	REARRANGE OR RELOCATE SERVICE WIRES	
11	RELOCATE SINGLE PHASE TRANSFORMER INSTALLATION 25 KVA SIZE AND SMALLER	
12	RELOCATE SINGLE PHASE TRANSFORMER INSTALLATION OVER 25 KVA SIZE (SINGLE UNIT ONLY)	
13	REARRANGE OR MOVE CABLE RISER (ON SAME POLE) SECONDARY ONLY	
14	ACTUAL COST TO BE USED FOR ANY ITEMS NOT LISTED	

NOTE:

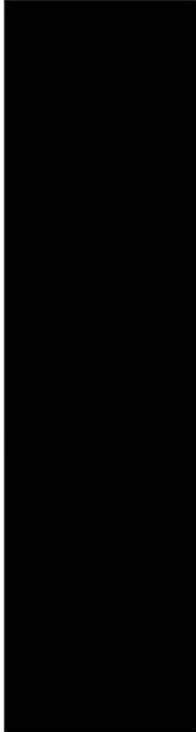




REDACTED

EXHIBIT B

SCHEDULE OF FLAT RATE PRICES FOR WORK OPERATIONS PERFORMED BY GENERAL TELEPHONE COMPANY OF FLORIDA

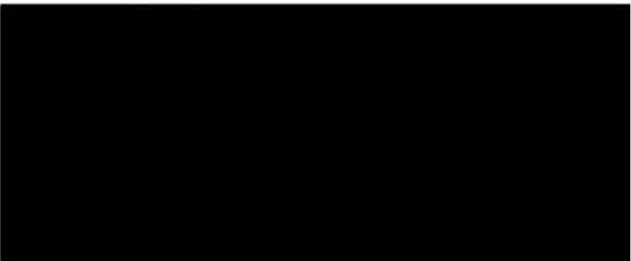
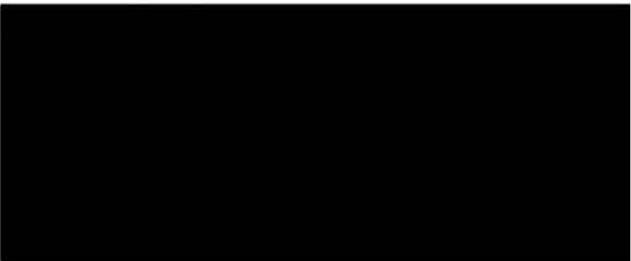
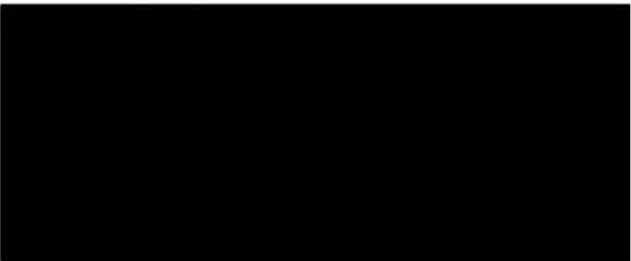
<u>ITEM</u>	<u>DESCRIPTION OF WORK OPERATIONS</u>	<u>FLAT BILLING CHARGES</u>
1	INSTALL 8" ANCHOR	
2	INSTALL 10" ANCHOR	
3	GROUND BRACE EXISTING POLE (TOP ONLY)	
4	REARRANGE ANCHOR OR POLE TO POLE GUY	
5	SHIFT POLE (TRENCH MOVE)	
6	RECONCENTRATE SERVICE WIRE TO NEW TERMINAL	
7	REARRANGE OR MOVE CROSSARMS	
8	REARRANGE OR MOVE CABLE (100 PAIR OR LESS)	
9	REARRANGE OR MOVE CABLE (100 PAIR OR LARGER)	
10	REARRANGE OR MOVE COVERED WIRE	
11	REARRANGE OR MOVE CABLE RISER (ON SAME POLE)	
12	TRANSFER TERMINAL	
13	ACTUAL COST TO BE USED FOR ANY ITEMS NOT LISTED	

NOTE :



EXHIBIT B

RECIPROCAL
FLAT RATE CHARGES
FOR POLE INSTALLATIONS AND REMOVALS

Wood Pole Height:	<u>30'</u>	<u>35'</u>	<u>40'</u>	<u>45'</u>	<u>50'</u>
Installed Cost of Pole:					
Cost of Removal:					
Salvage:					

The above costs apply to installations and removals made by utilizing standard equipment. For installations and removals in backlot lines, etc., inaccessible to trucking, the Owner, at his option, can bill the Licensee for actual cost incurred.



1.1.3 JOINT USE is maintaining or specifically reserving space for the attachments of both parties on the same pole at the same time.

1.1.4 JOINT USE POLE is a pole upon which space is provided under this Agreement for the attachments of both parties, whether such space is actually occupied by attachments or reserved therefore upon specific request.

1.1.5 NORMAL JOINT USE POLE under this Agreement shall be a pole which meets the requirements set forth in the CODE for support and clearance of supply and communication conductors under conditions existing at the time joint use is established or is to be created under known plans of either party. It is not intended to preclude the use of joint poles shorter or of less strength in locations where such structures will meet the requirements of both parties and the said specifications in Article VI. A normal joint pole for billing purposes shall be:

- (A) In and along public streets, alleys, or roads, a 40 foot class 5 wood pole.
- (B) In all other areas, a 35 foot class 5 wood pole.
- (C) In locations where the Electric Company, at its option, sets a pole of special material such as steel, laminated wood or prestressed concrete in an existing joint use wood pole line, the Telephone Company may attach to these special poles at the rental rate specified in Article X, unless excluded under Section 2.2. The Electric Company will keep the Telephone Company advised of those areas where such special poles are not placed at their option, and in each such event, the Telephone Company may attach by mutual agreement between the parties.

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- (A) For the Electric Company, the uppermost ■ feet on 40 foot poles, and the uppermost ■ feet on 35 foot poles.
- (B) For the Telephone Company a space of ■ feet extending upward from a sufficient height above the ground to provide the proper vertical clearance for the lowest line wires or cables attached (in such space) and to provide at all times the minimum clearances required by the specifications outlined in Article VI.
- (C) It is the intention of the parties that any pole space in excess of the aforementioned reservations and clearance requirements shall be between the standard space allocations of the parties. This excess space, if any, is thereby available for the use of either party without creating a necessity for rearranging the attachments of the other party.

1.1.7 OWNER means the party hereto owning the pole to which attachments are made.

1.1.8 LICENSEE is the party having the right under this Agreement to make attachments to a joint use pole of which the other party is the Owner.

1.1.9 INSTALLED COST is the cost incurred in setting a new pole (either as a new installation or replacement) and includes the cost of material, direct labor, construction and equipment charges, engineering and supervision, and standard overhead charges of the Owner as commonly and reasonably incurred in the joint usage of poles. The installed cost does not include the cost of attaching or transfer costs but does include the cost of ground wires.

1.1.10 COST OF ATTACHING is the cost of making attachments to a new pole and includes the charge for hardware necessary to make the attachment.

1.1.11 TRANSFER COST is the cost of transferring attachments from the replaced pole to the replacement pole and does not include the material cost of replacing hardware.

1.1.12 VERTICAL GROUND WIRE means a suitable conductor, conforming to the requirements of the CODE, attached vertically to the pole and extending through the Telephone Company space to the base of the pole, where it may be either butt wrapped on the pole or attached to a ground electrode.

1.1.13 MULTI-GROUNDED NEUTRAL means an Electric Company conductor, located in the Electric Company space, which is bonded to all Electric Company vertical ground wires.

1.1.14 BONDING WIRE shall mean a suitable conductor conforming to the requirements of the CODE, connecting equipment of the Telephone Company and the Electric Company to the vertical ground wire or to the multi-grounded neutral.

1.1.15 OBJECTIVE PERCENTAGE shall be based on the total combined number of joint use poles in the common operating area and shall mean [REDACTED] of the total joint use poles for the Telephone Company and [REDACTED] of the total joint use poles for the Electric Company.

1.1.16 REMOVAL COST is the cost incurred in removing an existing pole and includes the cost of direct labor, construction and equipment charges, engineering and supervision and standard overhead charges of the Owner as commonly and reasonably incurred in the joint usage of poles.

ARTICLE II

SCOPE OF AGREEMENT

Section 2.1 This Agreement shall be in effect in those parts of the State of Florida now or hereafter served by both the Telephone Company and the Electric Company, and shall cover all poles of each of the parties now existing in such service areas, or hereafter erected or acquired therein, when said poles are brought hereunder in accordance with the procedure hereafter provided.

or of any attachments thereon; and (b) shall pay said former Owner a sum equal to the then value in place of such abandoned pole, less credit on a depreciated basis for any payments which the Licensee furnishes proof he has made under the provisions of Article IV when the pole was originally set, or shall pay such other equitable sum as may be agreed upon between the parties.

Section 9.2 The Licensee may at any time abandon the joint use of a pole by giving due notice thereof in writing to the Owner and by removing from said pole any and all attachments the Licensee may have thereon.

ARTICLE X

RENTAL AND PROCEDURE FOR PAYMENTS

Section 10.1 The parties contemplate that the use or reservation of space on poles by each party, as Licensee of the other under this Agreement, shall be based on the equitable sharing of the costs and economies of joint use.

Section 10.2 Each party, acting in cooperation with the other and subject to the provisions of Section 10.3 of this Article, shall ascertain and tabulate the total number of poles in use by each party as Licensee as of December 31, which tabulation shall indicate the number of poles in use by each party as Licensee for which an adjustment payment by one of the parties to the other is to be determined as hereinafter provided.

Section 10.3 The parties hereto agree that an attachment count also includes any pole on which it is mutually agreed that space was reserved for the Licensee at the Licensee's request and on which the Licensee has not attached. The Licensee is only liable for billing under this Section until the Licensee makes an initial attachment or an interval of five (5) unattached years elapses from the date of the space reservation, whichever condition occurs first.

Section 10.4 At the end of each calendar year, the party having less than its objective percentage ownership of jointly used poles shall pay an equity settlement to the other party for that calendar year an amount equal to the number of poles it is deficient from its objective percentage ownership times the appropriate adjustment rate given below, which sum shall be due and payable upon the first day of February following each year end determination of the number of jointly used poles owned by each party.

Applicable Adjustment rate to be utilized for each calendar year

1969: [REDACTED] 1971: [REDACTED] 1973 and until revised: [REDACTED]
1970: [REDACTED] 1972: [REDACTED]

Section 10.5 Upon the execution of this Agreement and every five (5) years thereafter, or as may be mutually agreed upon, the parties hereto shall make a joint field check to verify the accuracy of the joint use records hereunder. If the parties mutually agree to postpone the first joint field

1.1.5 NORMAL JOINT USE POLE under this Agreement shall be a pole which meets the requirements set forth in the CODE for support and clearance of supply and communication conductors under conditions existing at the time joint use is established or is to be created under known plans of either party. It is not intended to preclude the use of joint poles shorter or of less strength in locations where such structures will meet the requirements of both parties and the said specifications in Article VI. A normal joint pole for billing purposes shall be:

- (A) In and along public streets, alleys or roads, a 40 foot class 5 wood pole.
- (B) In all other areas, a 35 foot class 5 wood pole.
- (C) In locations where the Electric Company, at its option, sets a pole of special material such as steel, laminated wood or prestressed concrete in an existing joint use wood pole line, the Telephone Company may attach to these special poles at the rental rate specified in Article X, unless excluded under Section 2.2. The Electric Company will keep the Telephone Company advised of those areas where such special poles are not placed at their option, and in each such event, the Telephone Company may attach by mutual agreement between the parties.

1.1.6 STANDARD SPACE on a joint use pole for the use of each party shall be not less than that required by the CODE and shall be for the exclusive use of the parties except as set forth in the CODE whereby certain attachments of one party may be made in the space reserved for the other party. This standard space is specifically described as follows and indicated on attached Exhibit A:

1. For a 40 foot class 5 wood pole

- (A) For the Electric Company, the uppermost [REDACTED] feet on a normal joint use pole.
- (B) Neutral space, the next 3'4", and
- (C) For the Telephone Company, the next [REDACTED]

2. For a 35 foot class 5 wood pole

- (A) For the Electric Company, the uppermost [REDACTED] feet on a normal joint use pole.
- (B) Neutral space, the next 4'4" with provision for a point of attachment by a third party, and
- (C) For the Telephone Company, the next [REDACTED] feet.

1.1.7 OWNER means the party hereto owning the pole to which attachments are made.

1.1.8 LICENSEE is the party having the right under this Agreement to make attachments to a joint use pole of which the other party is the Owner.

ARTICLE X

ADJUSTMENT RATES AND PROCEDURE FOR PAYMENTS

Section 10.1 The parties contemplate that the use or reservation of space on poles by each party, as Licensee of the other under this agreement, shall be based on the equitable sharing of the costs and economics of joint use.

Section 10.2 In the event the number of poles occupied by one of the parties as Licensee under this agreement, or specifically reserved for such Licensee's use during any one year, shall exceed [REDACTED]

[REDACTED] then the party occupying [REDACTED] as Licensee shall pay to the other party as a rental payment a sum as specified in Article 10.5 per year [REDACTED] as hereinafter provided.

Section 10.3 The parties hereto agree that an attachment count also includes any pole on which it is mutually agreed that space was reserved for the Licensee at the Licensee's request and on which the Licensee has not attached. The Licensee is only liable for billing under this Section until the Licensee makes an initial attachment or an interval of five (5) unattached years elapses from the date of the space reservation, whichever condition occurs first.

Section 10.4 Within ten days after the first day of each month during which this agreement shall be in effect, each party hereto shall submit to the other a statement setting forth the number of jointly used poles which are owned as of the first day of the month by the party submitting such statement.

Section 10.5 Within ten days after the receipt of such written statement, the party occupying [REDACTED] as Licensee, unless such party shall dispute the accuracy of such statement within five days from receipt thereof, shall pay to the other party [REDACTED]

Applicable Adjustment Rate to be Utilized for Each Calendar Year

1975, 1976 and until revised: [REDACTED]

Section 10.6 By December 1, 1974, and every two (2) years thereafter, or as may be mutually agreed upon, the parties hereto shall make a joint field check to verify the accuracy of the joint use records hereunder. If the parties mutually agree to postpone the first joint field check hereunder, the parties shall use their existing records as changed from time-to-time to determine the number of jointly used poles owned by each party until the first joint field check is made hereunder. The said joint inventory shall be a one hundred (100) percent field inventory unless the parties voluntarily and mutually agree to some other method. Upon completion of such inventories the office records will be adjusted accordingly and subsequent billing will be based on the adjusted number of attachments. The corrections to the estimations made over the years elapsed since the preceding inventory shall be prorated equally (i.e., if the latest joint field check shows 100 more joint use poles owned by one party than office records indicate and if the interval since the last joint field check is 5 years, then each of the intervening annual pole inventory amounts would be adjusted upward by 20 poles). In calculating retroactive billing for the years elapsed since a preceding inventory, full consideration will be given for the cost of money over that period. The prime annual interest rate used in calculating the annual cost of money will be determined by using average annual interest rate + an adjustment for the existing compensating balances for the 7 southeast centers, Bank rates on short-term business loans, money and interest rates, Survey of Current Business, as published by the United States Department of Commerce/Social and

Economic Statistics Administration/Bureau of Economic Analysis.

Section 10.7 Rental or other charges paid to the Owner by a third party will in no way affect the rental or charges paid between the parties of this agreement.

Section 10.8 Either party will have the right to contract with a third party for attachment rights on poles which it owns. Payments for all third party attachments will be paid directly to the Owner.

Section 10.9 Payment of all other amounts, provision for which is made in this agreement, shall be made currently or as mutually agreed hereto.

Section 10.10 In the event either party hereto shall terminate this Agreement as provided in Article XVI or as otherwise provided in this Agreement, the adjustment payment rate for each calendar year in accordance with Section 10.5 shall be adjusted annually to a figure equal to [REDACTED]

ARTICLE XI

PERIODIC REVISION OF ADJUSTMENT PAYMENT RATE

Section 11.1 Article X of this Agreement covering Adjustment Rates and Procedure for Payment shall remain in effect until December 31, 1976 and until revised. The adjustment rate and Flat Rate charges specified in Exhibit B for 1976 and thereafter shall be subject to renegotiation at the request of either party annually thereafter upon not less than six (6) months notice prior to January 1 of the year affected.

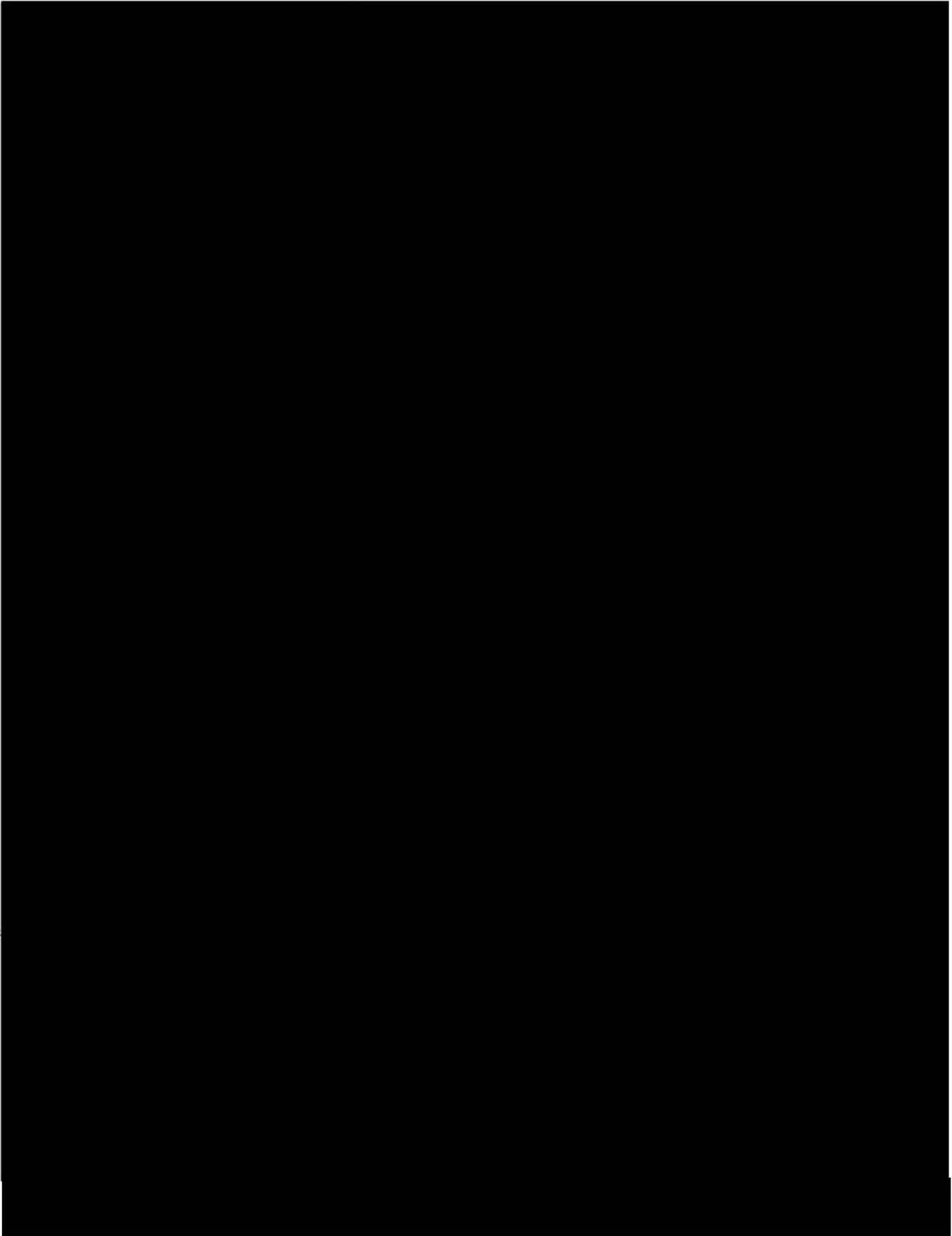
Section 11.2 In the event that the parties cannot, within six (6) months after a request under Section 11.1 is made, agree upon rental payments, this Agreement shall terminate and be of no further force and effect insofar as the making of attachments to additional poles. All other terms and provisions of this Agreement shall remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the parties herein with respect to existing joint use poles; except that all pole replacements shall be the obligation of the party owning the lesser number of total joint use poles. In the event that the party owning the lesser number of total joint use poles fails to replace the pole within a reasonable period of time, the other party may replace the pole and the party owning the lesser number of total joint use poles shall pay the party owning the greater number of total joint use poles a sum equal to the installed cost of the new pole and assume ownership thereof.

ARTICLE XII

DEFAULTS

Section 12.1 If either party shall default in any of its obligations (other than to meet money payment obligations) under this Agreement and such default shall continue for sixty(60) days after notice thereof in writing from the other party all rights of the party in default hereunder, insofar as such rights may relate to the further granting of joint use of poles hereunder shall be suspended; and such suspension shall continue until the cause of such default is rectified by the party in default or the other party shall waive such default in writing.

REDACTED

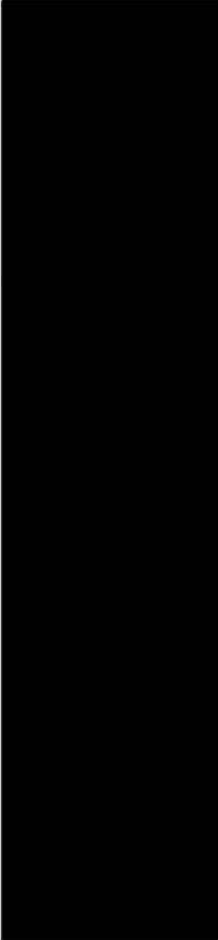


REDACTED

EXHIBIT B

Page 1 of 3

SCHEDULE OF FLAT RATE PRICES FOR WORK OPERATIONS PERFORMED FLORIDA POWER CORPORATION

<u>ITEM</u>	<u>DESCRIPTION OF WORK OPERATIONS</u>	<u>FLAT BILLING CHARGES</u>
1	INSTALL 8" ANCHOR	
2	INSTALL 10" ANCHOR	
3	GROUND BRACE EXISTING POLE (TOP ONLY)	
4	REARRANGE ANCHOR OR POLE TO POLE GUY	
5	SHIFT POLE (TRENCH MOVE) in-out & Trfr	
6	CONNECT TELEPHONE COMPANY GROUND WIRE TO ELECTRIC COMPANY NEUTRAL	
7	REARRANGE OR RELOCATE SECONDARY CONTACT	
8	REARRANGE OR RELOCATE PRIMARY CROSSARM OR REARRANGE OR RELOCATE PRIMARY POST INSULATORS	
9	REARRANGE OR RELOCATE SECONDARY DEADEND	
10	REARRANGE OR RELOCATE SERVICE WIRES	
11	RELOCATE SINGLE PHASE TRANSFORMER INSTALLATION 25 KVA SIZE AND SMALLER	
12	RELOCATE SINGLE PHASE TRANSFORMER INSTALLATION OVER 25 KVA SIZE (SINGLE UNIT ONLY)	
13	REARRANGE OR MOVE CABLE RISER (ON SAME POLE) SECONDARY ONLY	
14	ACTUAL COST TO BE USED FOR ANY ITEMS NOT LISTED	

NOTE:

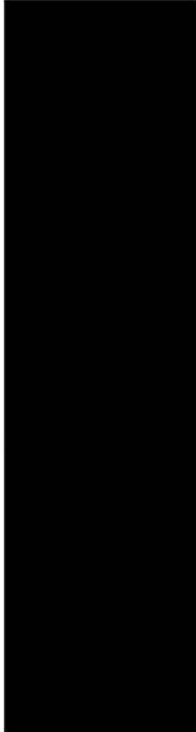




REDACTED

EXHIBIT B

SCHEDULE OF FLAT RATE PRICES FOR WORK OPERATIONS PERFORMED BY GENERAL TELEPHONE COMPANY OF FLORIDA

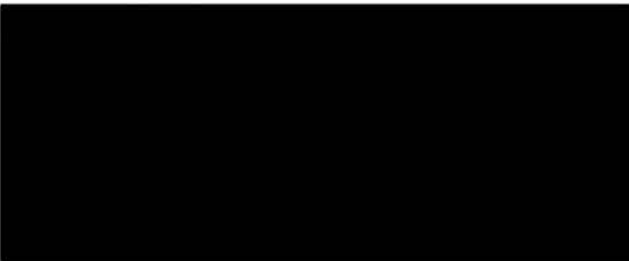
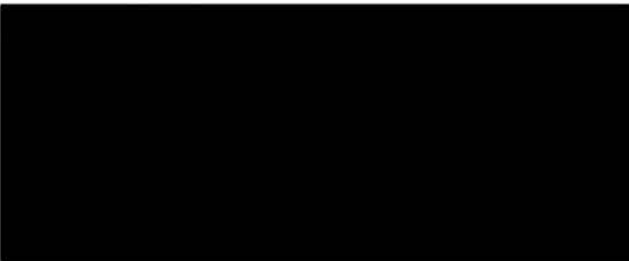
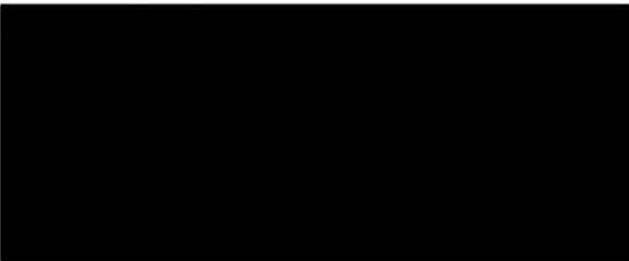
<u>ITEM</u>	<u>DESCRIPTION OF WORK OPERATIONS</u>	<u>FLAT BILLING CHARGES</u>
1	INSTALL 8" ANCHOR	
2	INSTALL 10" ANCHOR	
3	GROUND BRACE EXISTING POLE (TOP ONLY)	
4	REARRANGE ANCHOR OR POLE TO POLE GUY	
5	SHIFT POLE (TRENCH MOVE)	
6	RECONCENTRATE SERVICE WIRE TO NEW TERMINAL	
7	REARRANGE OR MOVE CROSSARMS	
8	REARRANGE OR MOVE CABLE (100 PAIR OR LESS)	
9	REARRANGE OR MOVE CABLE (100 PAIR OR LARGER)	
10	REARRANGE OR MOVE COVERED WIRE	
11	REARRANGE OR MOVE CABLE RISER (ON SAME POLE)	
12	TRANSFER TERMINAL	
13	ACTUAL COST TO BE USED FOR ANY ITEMS NOT LISTED	

NOTE :



EXHIBIT B

RECIPROCAL
FLAT RATE CHARGES
FOR POLE INSTALLATIONS AND REMOVALS

Wood Pole Height:	<u>30'</u>	<u>35'</u>	<u>40'</u>	<u>45'</u>	<u>50'</u>
Installed Cost of Pole:					
Cost of Removal:					
Salvage:					

The above costs apply to installations and removals made by utilizing standard equipment. For installations and removals in backlot lines, etc., inaccessible to trucking, the Owner, at his option, can bill the Licensee for actual cost incurred.



Exhibit C

DUKE ENERGY FLORIDA, LLC Confidentiality Justification Matrix

DOCUMENT/RESPONSES	PAGE/LINE	JUSTIFICATION
<p>DEF Responsive Documents to Staff's First Data Request No. 2</p>	<p><u>Page No. 2 of 36:</u> [Article I, Section 1.1.6(A)] the information after "the uppermost" and before "feet on"</p> <p>the information after "and the uppermost" and before "feet on 35"</p> <p>[Article I, Section 1.1.6(B)] the information after "a space of" and before "feet extending"</p> <p><u>Page No. 3 of 36:</u> (Article I, Section 1.1.15) the information after "and shall mean" and before "of the total"</p> <p>the information after "Telephone Company and" and before "of the total"</p> <p><u>Page No. 10 of 36:</u> (Article X, Section 10.4, under the "Applicable Adjustment rate to be utilized for each calendar year" section) the information after "1969:" and before "1971:"</p> <p>the information after "1971:" and before "1973 and until revised:"</p>	<p>§366.093(3)(d), F.S. The document in question contains confidential information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.</p> <p>§366.093(3)(e), F.S. The document in question contains confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.</p>

	<p>the information after “1973 and until revised:” and before “1970:”</p> <p>the information after “1970:” and before “1972:”</p> <p>the information after “1972:” and before “Section 10.5”</p> <p><u>Page No. 18 of 36:</u> [Article I, Section 1.1.16(1)(A)] the information after “the uppermost” and before “feet on a normal”</p> <p>[Article I, Section 1.1.16 (1)(C)] the information after “the next” to the end of the sentence in its entirety</p> <p>[Article I, Section 1.1.16 (2)(A)] the information after “the uppermost” and before “feet on a normal”</p> <p>[Article I, Section 1.1.16 (2)(C)] the information after “the next” to the end of the sentence in its entirety</p> <p><u>Page No. 26 of 36:</u> (Article X, Section 10.2) the information after “shall exceed” and before “then the party occupying”</p>	
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	<p>the information after “then the party occupying” and before “as Licensee shall pay”</p> <p>the information after “Article 10.5 per year” and before “as hereinafter provided.”</p> <p>(Article X, Section 10.5) the information after “the party occupying” and before “as Licensee, unless”</p> <p>The information after “to the other party” to the end of the sentence is confidential in its entirety.</p> <p>the information after “1975, 1976 and until revised:” and before “Section 10.6”</p> <p><u>Page No. 27 of 36:</u> (Article X, Section 10.10) The information after “a figure equal to” to the end of the sentence is confidential in its entirety.</p> <p><u>Page No. 33 of 36:</u> All information on this page is confidential in its entirety.</p> <p><u>Page No. 34 of 36:</u> (Exhibit B) The information underneath the “Flat Billing Charges” column is confidential in</p>	
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	<p>its entirety.</p> <p>The information after “Note:” to the end of the page is confidential in its entirety.</p> <p><u>Page No. 35 of 36:</u> (Exhibit B) The information underneath the “Flat Billing Charges” column is confidential in its entirety.</p> <p>The information after “Note:” to the end of the page is confidential in its entirety.</p> <p><u>Page No. 36 of 36:</u> (Exhibit B) The information after “Installed Cost of Pole:” underneath columns, “30’; 35’; 40’; 45’; and 50’ is confidential in its entirety.</p> <p>The information after “Cost of Removal:” underneath columns, “30’; 35’; 40’; 45’; and 50’ is confidential in its entirety.</p> <p>The information after “Salvage:” underneath columns, “30’; 35’; 40’; 45’; and 50’ is confidential in its entirety.</p> <p>The information in the last sentence of the page is confidential in its</p>	
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	entirety.	
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Exhibit D

AFFIDAVIT OF SCOTT FREEBURN

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Proposed adoption of Rule 25-18.020, F.A.C., Pole Inspection and Maintenance

Docket No. 20210138-PU

Filed: December 01, 2021

**AFFIDAVIT OF SCOTT FREEBURN IN SUPPORT OF
DUKE ENERGY FLORIDA LLC'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority duly authorized to administer oaths, personally appeared Scott Freeburn, who being first duly sworn, on oath deposes and says that:

1. My name is Scott Freeburn. I am over the age of 18 years old, and I have been authorized by Duke Energy Florida, LLC (hereinafter "DEF" or "the Company") to give this affidavit in the above-styled proceeding on DEF's behalf and in support of DEF's Request for Confidential Classification (the "Request"). The facts attested to in my affidavit are based upon my personal knowledge.

2. I am the Manger of the Joint Use Department. I am responsible for the governance and management of all third-party attachments on Duke Energy's distribution pole lines. My major duties and responsibilities include managing a staff of eighteen employees in six states that oversee the daily joint use operations. Those operations include negotiating new attachment agreements, permitting new attachment request, assuring that new attachments adhere to the National Electric Safety Code and Duke Energy's standards, billing for all engineering and make-ready cost and annual, pole rent cost.

3. DEF is seeking confidential classification for certain information provided in DEF's Corrected Response to Staff's First Data Request (Nos. 1-5); specifically, the responsive documents to Staff's First Data Request No. 2, titled as "Attachment A." The confidential information at issue is contained in confidential Exhibit A to DEF's Request and is outlined in DEF's Justification Matrix that is attached to DEF's Request as Exhibit C. DEF is requesting confidential classification of this information because it contains confidential information, contractual information, or information provided by Telecommunication companies that DEF is obligated to keep confidential, the disclosure of which would harm its competitive business interests.

4. In order to contract with Telecommunication companies on favorable terms, DEF must keep contractual pricing and agreement terms confidential, the disclosure of which would be to the detriment of DEF and its customers. DEF takes affirmative steps to prevent the disclosure of this information to the public, as well as limits its dissemination within the Company to those employees with a need to access the information to provide their job responsibilities. Absent such measures, DEF and other Telecommunication companies would run the risk that sensitive business information would be made available to the public and, as a result, end up in possession of potential competitors. Faced with that risk, persons or companies who would otherwise contract with DEF might decide not to do so if DEF did not keep specific information confidential. Without DEF's measures to maintain the confidentiality of sensitive terms in contracts, the Company's efforts to obtain competitive contracts could be undermined.

5. Additionally, the disclosure of confidential information provided by Telecommunication companies could adversely impact DEF's competitive business interests. If

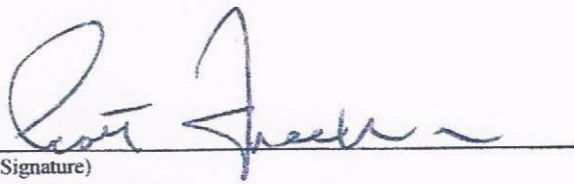
such information was disclosed to DEF's competitors, DEF's efforts to obtain competitive contracts that add economic value to both DEF and its customers could be undermined.

6. Upon receipt of confidential information from Telecommunication companies, and with its own confidential information, strict procedures are established and followed to maintain the confidentiality of the terms of the documents and information provided, including restricting access to those persons who need the information to assist the Company. At no time since receiving the contracts and information in question has the Company publicly disclosed that information. The Company has treated and continues to treat the information and contracts at issue as confidential.

7. This concludes my affidavit.

Further affiant sayeth not.

Dated this 1st day of December, 2021.

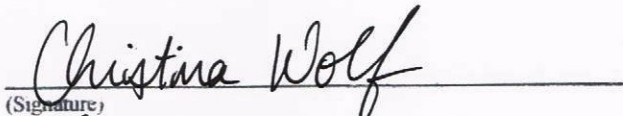


(Signature)

Scott Freeburn

Manger of the Joint Use Department

THE FOREGOING INSTRUMENT was sworn to and subscribed before me this 1st day of December, 2021, by Scott Freeburn, and he is personally known to me.



(Signature)

Christina Wolf

(Printed Name)

NOTARY PUBLIC, STATE OF FLORIDA

9/27/25

(Commission Expiration Date)



CHRISTINA WOLF
Commission # HH 139485
Expires September 27, 2025
Bonded Thru Budget Notary Services